

City of Webster, Florida

Regular Council Meeting

September 16, 2021

6:00 p.m.



OFFICE COPY



AGENDA
CITY OF WEBSTER
Regular Council Meeting
Webster City Hall, 85 E. Central Avenue
September 16, 2021 - 6:00 P.M.

I. CALL TO ORDER

Pledge of Allegiance, Invocation, Roll Call and Determination of Quorum

Note. All public comment will be limited to 3 minutes per speaker. Anyone wishing to speak during citizen's forum or on an agenda item must fill out a speaker card and present it to the City Clerk prior to being recognized. All comments will be addressed after all speakers have spoken during citizen's forum or on a particular agenda item.

II. APPROVAL OF MINUTES

Approval of Regular Council Meeting – August 19, 2021

M_____ S_____ Roll Call Vote

III. CITIZEN FORUM

IV. CONSENT AGENDA

Approval of Resolution 2021-10-CDBG Language Access Plan

M_____ S_____ Roll Call Vote for Approval

VI. CORRESPONDENCE TO NOTE

HR/ Finance

Director of Public Works

Law Enforcement

VII. PUBLIC HEARINGS

Second Reading of Ordinance 2021- 07– Amending Council Pay

M_____ S_____ Roll Call Vote to Read by Title Only

M_____ S_____ Roll Call Vote for Approval

V. NEW BUSINESS

Metro RV Park/Dog Park-Logan Gore and Dalton Thomas

M_____ S_____ Roll Call Vote for Approval

Approval of Sheriff Contract for Fiscal Years 2021/2022 through 2025/2026

M_____ S_____ Roll Call Vote for Approval

Statewide Mutual Aid Agreement with Florida Division of Emergency Managements

M_____ S_____ Roll Call Vote for Approval

Approval of Renewal Contract with Brynjulfson CPA for Accounting Services through September 30, 2025

M_____ S_____ Roll Call Vote for Approval

Approval of Renewal Contract with Brynjulfson CPA for Bank Reconciliation Services through September 30, 2025

M_____S_____ Roll Call Vote for Approval

VIII. CITY ATTORNEY'S REPORT AND REQUESTS

IX. MAYOR'S AND COUNCIL MEMBER'S REPORTS AND REQUESTS

X. STAFF REPORTS

Sheriff's Office Planning and Development Services City Manager

XI. ADJOURNMENT

M_____S_____ -Roll Call Vote.

PLEASE NOTE IN ACCORDANCE WITH FLORIDA STATUTE 286.105, ANY PERSON WHO DESIRES TO APPEAL ANY DECISION AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND FOR THIS PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED. ALSO, IN ACCORDANCE WITH FLORIDA STATUTE 286.26; PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK; 85 E. CENTRAL AVENUE; WEBSTER, FLORIDA; (352) 793-2073; 48 HOURS IN ADVANCE.



MINUTES

CITY OF WEBSTER

Regular Council Meeting

Webster City Hall, 85 E. Central Avenue

August 19, 2021

6:00 P.M.

I. CALL TO ORDER

Pledge of allegiance, Invocation, and Determination of Quorum.

Mayor Yost called the meeting to order at 6:00 P.M. Present were Mayor Bobby Yost, Mayor Pro -Tem Tonya Malott, Councilmember Ana Vigoa, Councilmember William Thompkins, and Councilmember Nancy Cherry. We have quorum.

II. APPROVAL OF MINUTES

Councilmember Cherry Motioned to Approve the July 15, 2021, Minutes, Seconded by Mayor-Tem Malott

The vote was as follows:

Councilmember Vigoa -Yes

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Thompkins-Yes

Motion Passed 5-0

III. CITIZENS FORUM

Logan Gore & Dalton Thomas of 609 Hwy 466, Lady Lake FL presented council with their idea for a RV resort and dog park. They also shared their idea for a bathroom and parking lot for the South Sumter Connector trail.

IV. CONSENT AGENDA

Council presented a Proclamation Honoring AC" Buddy" Tompkins as the 2021 City of Webster Hometown Historian.

V. CORRESPONDENCE TO NOTE

Finance Manager

Director of Public Works

Law Enforcement

VI. PUBLIC HEARINGS

First Reading of Ordinance 2021-06 – Amending the City of Webster Comprehensive Plan

Motion to read by title only by Mayor Pro–Tem Malott, Seconded by Councilmember Cherry.

The vote was as follows:

Councilmember Vigoa -Yes

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Thompkins-Yes

Motion Passed 5-0.

Assistant City Clerk Melissa Britt read the ordinance by title only.

Sumter County Planner Sarah Gill explained Ordinance 2021-06 to council and asked if council had any questions regarding ordinance. Council did not have any questions for Sarah Gill.

Motion for Approval by Councilmember Vigoa of Ordinance 2021-06, Seconded by Mayor Pro –Tem Malott.

The vote was as follows:

Councilmember Vigoa -Yes

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Thompkins-Yes

Motion Passed 5-0.

First Reading of Ordinance 2021-07 Amending Council Pay

Motion to read by title only by Councilmember Vigoa, Seconded by Mayor Pro-Tem Malott.

The vote was as follows:

Councilmember Vigoa -Yes

Mayor Yost – Yes
Mayor Pro-Tem Malott- Yes
Councilmember Cherry- Yes
Councilmember Thompsons-Yes
Motion Passed 5-0.

Assistant City Clerk Melissa Britt read the ordinance by title only.

Motion for Approval by Councilmember Vigoa of Ordinance 2021-07, Seconded by Mayor Pro –Tem Malott.

The vote was as follows:

Councilmember Vigoa -Yes
Mayor Yost – Yes
Mayor Pro-Tem Malott- Yes
Councilmember Cherry- Yes
Councilmember Thompsons-Yes
Motion Passed 5-0.

VII. NEW BUSINESS

City Manager Naugler updated council on BM Hewitt and Sam Harris Park. City Manager Naugler explained to council that bad weather and equipment back orders, due to the covid crisis, kept public works from finishing the park. She stated we couldn't open the park until it was safe for the children, but the city is happy to report it is open and ready for business. City Manager Naugler stated Sam Harris and BM Hewitt Park look great and public works did a great job.

VIII. CITY ATTORNEY'S REPORTS AND REQUEST

IX. MAYOR'S AND COUNCIL MEMBER'S REPORTS AND REQUEST.

City Attorney David Hall stated the chambers look great and we have done a good job.
Councilmember Ana Vigoa ask if we have a noise ordinance, City Manager Naugler replied yes, we do. Councilmember Cherry stated Webster looks great! She stated the mowing, the playgrounds have never looked so great!
Mayor Pro-Tem Malott asked if council would discuss ideas for going live with council meetings or posting recordings to our website. Mayor Pro-Tem Malott stated she would like to see this topic on the agenda for a future council meeting.

XI. ADJOURNMENT

Mayor Pro–Tem Malott motioned to adjourn; Councilmember Cherry seconded the motion.

The vote was as follows:

Councilmember Vigoa -Yes
Mayor Yost – Yes
Mayor Pro-Tem Malott- Yes
Councilmember Cherry- Yes
Councilmember Thompsons-Yes
Motion Passed 5-0.

Meeting Adjourned at 6:39 pm

Attest:

Deanna Naugler, City Manager

Melissa Britt, Assistant City Clerk

RESOLUTION NO. 2021-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA, ADOPTING THE LANGUAGE ACCESS PLAN FOR LIMITED ENGLISH PROFICIENCY PERSONS FOR THE REBUILD FLORIDA GENERAL INFRASTRUCTURE PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER MITIGATION PROGRAM AND OTHER FEDERALLY FUNDED GRANT PROGRAMS

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida would receive \$680,411,000 in funding to support long-term mitigation efforts (following Hurricanes Hermine, Matthew and Irma) through HUD's Community Development Block Grant Mitigation (CDBG-MIT) Program.

WHEREAS, The Department of Economic Opportunity (DEO) has allocated \$475,000,000 in funding for the Rebuild Florida General Infrastructure Program through the Community Development Block Grant – Mitigation (CDBG-MIT) Program.

WHEREAS, the DEO is making available \$175,000,000 in a second round Rebuild Florida General Infrastructure Program through the Community Development Block Grant – Mitigation (CDBG-MIT) Program assistance for the 2021 Federal Fiscal Year funding year, under which communities impacted by Hurricanes Hermine, Matthew and Irma can apply for and receive funds to assist with mitigation efforts.

WHEREAS, the City of Webster plans to apply for a grant under the Florida CDBG-MIT program and may from time-to-time apply for other federal grants, and as part of the requirements to be such a grant recipient, the City has an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities.

WHEREAS, under the grant requirements the City is required to conduct a Four Factor Analysis using the documentation provided by the Florida Department of Economic Opportunity, to determine whether the City is required to submit to the Florida Department of Economic Opportunity a Language Access Plan to address the Language Access Policy, translation of required vital documents, and requirements for citizen participation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA:

SECTION 1. Adoption of the Language Access Plan. The City conducted the Four Factor Analysis in accordance with the Florida Department of Economic Opportunity requirements as further described in Attachment A and is required to submit to the Department a Language Access Plan to address the Language Access Policy, translation of required vital documents, and requirements for citizen participation. The City Council hereby approves and adopts the Language Access Plan for Limited English Proficiency Persons in the form attached hereto as Attachment A. The Mayor and the City Clerk are hereby authorized to take all actions

necessary to provide the Language Access Plan to the Florida Department of Economic Opportunity in the form required by the Department.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND RESOLVED this _____ day of _____ 2021, by the City Council of the City of Webster, Florida.

CITY COUNCIL OF THE
CITY OF WEBSTER, FLORIDA

By: Bobby Yost, Mayor

ATTEST:

Melissa Britt, Assistant City Clerk

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

COUNCIL MEMBER	YEA	NAY
Mayor Yost		
Mayor Pro-Tem Malott		
Council Member Thompkins		
Council Member Cherry		
Council Member Vigoa		

**FOUR-FACTOR ANALYSIS and LANGUAGE
ACCESS PLAN
FOR LIMITED ENGLISH PROFICIENCY
PERSONS**

**COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

CITY OF WEBSTER, FLORIDA

Purpose: In compliance with Executive Order 13166, the City of Webster, Florida has developed the following Four Factor Analysis for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

City of Webster Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the City of Webster will undertake to guarantee access to the City of Webster's Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

The City of Webster utilized American Community Survey data Table # S1602. Based on this data, the City of Webster does meet the 1,000 or 5% LEP persons threshold for Spanish Language.

2. The frequency with which the LEP persons come into contact with the program.

The proposed project is an infrastructure project that does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

3. The nature and importance of the program, activity, or service provided by the program.

The proposed project does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

4. The resources available and costs to the recipient.

Currently, there are free websites that can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to the City of Webster.

CITY OF WEBSTER, FLORIDA
Language Access Plan

As a result of the preceding Four-Factor Analysis, the City of Webster, Florida has identified the following types of language assistance to be provided on an as needed basis by the City of Webster throughout the implementation of the CDBG program:

- All CDBG citizen participation documents, project-related resolutions, public notices, and amendments will be published in Spanish on bulletin boards at the City Hall and in public places throughout the proposed project area(s) and/or the community.
- All CDBG citizen participation documents, project-related resolutions, public notices, and amendments will be published in Spanish on the City of Webster's Website.
- Additionally, all published citizen participation notices will include a statement in Spanish indicating the citizen participation notices as well as other program materials are published on the City of Webster's Web Site and are available in Spanish upon request.
- All citizen participation notices will include a statement that translators will be available at public meetings upon prior request.
- If needed, a translator may be retained to provide oral translation in the field during the implementation of the project activities.
- If other populations of LEP persons are identified in the future, the City of Webster will consider additional measures to serve the language access needs of those persons.

Adopted:

Date Adopted

Attest

Amy Flood, City Clerk

Bobby Yost, Mayor

P/L

JULY 23, THRU AUGUST 13, 2021

Income:		
Utility Billing		\$29,855.57
State Revenues		\$31,171.84
SECO/DUKE		\$10,464.41
Business license & Container permit		\$7,079.00
Ad-Valorem Tax		\$212.47
TOTAL		\$78,783.29
Expenses:		
HEALTH INSURANCE/LIFE INSURANCE		\$2,072.45
FRS		\$2,500.30
FUEL		\$659.52
PAYROLL		\$11,409.39
PAYROLL TAXES		\$7,791.30
CELL PHONE		\$227.40
R&M		\$1,696.44
OFFICE		\$667.71
ELECTRIC		\$3,211.45
COUNCIL SALARY		\$1,000.00
ACCOUNTING		\$580.00
		\$77,647.24
		\$1,136.05

8/20/2021 thru 9/15/2021		
Utility Billing		\$33,405.07
State Revenues		\$24,875.91
SECO/DUKE		\$10,439.08
Business license & Container permit		\$4,029.00
Ad-Valorem Tax		\$127.20
TOTAL		\$72,876.26
Expenses:		
HEALTH INSURANCE/LIFE INSURANCE		\$2,072.45
FRS		\$2,500.30
FUEL		\$890.57
PAYROLL		\$24,875.91
PAYROLL TAXES		\$7,791.30
CELL PHONE		\$227.40
R&M		\$1,696.44
OFFICE		\$667.71
ELECTRIC		\$4,052.88
LEGAL		\$1,389.00
COUNCIL SALARY		\$1,000.00
		\$77,647.24
		\$5,192.28

August 2021 City Council report

8/13/21 – Install rebuilt pump in Lift Station # 5. Test pump. Pump is working correctly.

8/13/21 – Pull pump 1 at Lift Station # 3. Pump ragged up. School is in session.

8/13/21 – Check alternator at LS # 5. Pumps are not alternating correctly, per Omni. Check panel at LS. Switch on alternator was not switched back. Still set on one pump as there was only one pump in the LS while the other pump was being repaired. This was corrected and both pumps are working now.

8/16/21 – Work on Hewitt Park playground.

8/16/21 – Check water meter for Aaron Simmons on NW 1st St. There was an issue with the amount of water used. Turned out to be mix up in meters.

8/17/21 – Check north and south wells. Check chemicals and logbooks.

8/18/21 – Liberty Tree Service removed (3) pine trees from the ROW at NE 1st St and NE 2nd Ave. One tree had been broken off, one had died, and all three were obstructing the field of view at that intersection. There was a powerline and houses in close proximity, so a tree service was hired to do the work.

8/18/21 – Duke Energy replaced the bulbs that were out at the ball field at Harris Park, for no charge. The City supplied the bulbs, Duke provided the 50' bucket truck and labor.

8/19/21 – Checked the McCrometer meter between the market and the Master LS. It is reading that it has an Alarm. It also is not totaling gallons ran through the meter. I called McCrometer and tried to correct the problem with their tech department, but no flow was going through the tube (due to no market and the restaurant being closed at that time), so was unable to see if the issue was resolved.

8/20/21 – Purchased brush head/blades for the commercial weed eater for cutting weeds in ditches.

8/23/21 – Check McCrometer meter at the Master LS. Still reading the Alarm. States “Empty Pipe” which is because there is no flow. I called their Tech department for assistance and the tech was out for a week and a half for training classes.

8/23/21 – Communication error at LS # 3. Had to reset Omni.

8/23/21 – RPZ valve (water) at LS # 3 was leaking. Dismantle RPZ, clean out sand/debris, wash out and re-assemble. Not leaking now.

8/23/21 – Unload 55-gallon drum of degreaser for lift stations and place in shop. This seems to be helping to control grease build up in the lift stations which results in less call outs and issues with the lift station.

8/24/21 – Start meter reading.

8/25/21 – Meter reading.

8/25/21 – Schedule/coordinate interconnect samples between Webster, Bushnell, Flowers Labs and Advanced Labs. Trying to get a good analysis of why Bushnell's CBOD numbers are way higher than what Flowers Labs results show. Looking at the interconnect samples in June, Flowers Labs showed CBOD was 123. Bushnell used Advanced Labs and they reported CBOD of 1400. So obviously something is incorrect somewhere. Trying to find out why.

8/26/21 – Pull Flowers Labs sample from the Master LS. Then meet Bushnell staff, Flowers Labs and Advanced Labs at the interconnect. Use new clean one gallon water jug, fill with sample, and shake for 2 minutes. Pour out of this jug into Bushnell's sample container and into Webster's sample container. Both Labs were present and both labs took possession of the samples at that time. Waiting to see the results from both labs.

8/26/21 – Contacted both Family Dollar and Dollar General notifying them that their RPZ certifications have expired. This is to be done on an annual basis per DEP.

8/27/21 – Research lift stations parts needed for inventory. We have no alternators (installed the last one at lift station #7 recently) or bulbs for the indicator lights to show if the pumps are on and running. Per Jamie Hope with FRWA, DEP is scheduled to start inspecting lift stations in Florida and these are some of the things they will be looking for.

8/27/21 – Research and try to find a repair shop that is willing to work on the blue side by side. It is not currently working and most shops say they are unable to get parts for that brand. 92 PowerSports in Lakeland said they would be willing to look at it. Once we receive the ordered utility trailer, we will take the side by side down and get a quote to repair.

8/30/21 – Utility truck would not start. Original batteries in the truck (it takes 2 batteries). Called a couple auto parts stores and Napa gave us the best deal. Ordered 2 new batteries. They had none in stock, had to get them from Jacksonville.

8/30/21 – Check north and south wells looking at chemical levels, logbooks, etc. Leave the truck running so to not get stranded. Check parks.

8/31/21 – Take dump trailer to Ocala and pick up laminate flooring for the Community Center. Bring back and unload into the Community Center. Still had old batteries in the truck...

9/1/21 – Utility truck would not start. Jump started the truck and drove to Bushnell to get the new batteries. I had called Napa and they were in. Replace batteries in the utility truck.

9/2/21 – Received a call from Sheriff's Office dispatch that there was a sinkhole that had opened and swallowed half a vehicle. Once I got the address, I realized that address was NOT within the City Limits of Bushnell. It was in Croom. I called Sumter County and reported it to them. Michael Bryant with Sumter County looked up the address and said those were

private roads, not County roads. So, neither the City of Webster nor Sumter County needed to be involved.

9/2/21 – Received a Work Order regarding a hornet's nest by a power line on SW 2nd St. After going to look at that location, it was observed that the hornet's nest was actually on an oak limb that was touching the power lines. Duke Energy was contacted, and they placed it on their schedule to cut the limbs and remove the hornet's nest.

9/3/21 – Order chemicals for north and south wells.

9/6/21 – Holiday

9/7/21 City car broke down in Punta Gorda. Blake and Logan had taken the car to their FRWA class due to the power steering pump in the Ranger, that had been replaced recently, not working properly. Had to research towing companies in that area that would bring the car...and staff...back to Sumter County.

9/7/21 – Took the Ford Ranger to Bushnell Tire to have the power steering pump looked at. Brakes are still sticking as well, even though they have been worked on.

9/7/21 – Spoke to Wes with Sumter County to confirm the Christmas parade. They will be bringing barricades/signs as usual.



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:06

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD080063 PUnit: 200 MARSHALL J	08/30/2021 23:59:57	EXTRA PATROL	9009 OAK ALLEY BLVD	8901 C4	
SCSO21CAD080022 PUnit: 219 MORA J	08/30/2021 20:00:00	BUILDING CHECK	658 E CENTRAL AVE	5602 C1	
SCSO21CAD079994 PUnit: K167 SIGLIN C	08/30/2021 18:00:39	911 HANGUP	37 NW 3RD AVE	9201 C4	
SCSO21CAD079991 PUnit: X173 MCCONNELL A BUnit1: 219 BUnit2: X504	08/30/2021 17:41:49	ACCIDENT W/ INJURIES	SR 471	7102 T8	
SCSO21CAD079984 PUnit: 219 MORA J	08/30/2021 17:07:44	CIVIL	38 SW 3RD ST	2501 C1	
SCSO21CAD079959 PUnit: 198 LIVINGSTON R	08/30/2021 15:40:21	INFORMATION	130 NW 2ND ST	2501 C1	
SCSO21CAD079865 PUnit: 198 LIVINGSTON R	08/30/2021 11:33:59	INFORMATION	SE 3RD AVE	2501 C1	
SCSO21CAD079775	08/30/2021 6:21:27	REPOSSESSION	116 NE 2ND AVE	7703 C1	
SCSO21CAD079741 PUnit: 201 LARGE M	08/29/2021 23:47:13	EXTRA PATROL	9009 OAK ALLEY BLVD	8901 C4	
SCSO21CAD079697 PUnit: 201 LARGE M	08/29/2021 20:00:00	BUILDING CHECK	WEBSTER PARKS	2501 C1	
SCSO21CAD079572	08/29/2021 10:47:50	SICK/INJURED	6678 SR 471	6301 M8	
SCSO21CAD079568	08/29/2021 10:38:36	SICK/INJURED	6678 SR 471	6301 M8	
SCSO21CAD079533	08/29/2021 6:26:16	911 MISDIAL	E C 478	9201 C1	
SCSO21CAD079501 PUnit: 227 TORRES A BUnit1: 208	08/29/2021 0:21:11	EXTRA PATROL	9009 OAK ALLEY BLVD	8901 C4 Z1 M	
SCSO21CAD079219 PUnit: 193 HARM C	08/28/2021 1:29:01	SUSPICIOUS INCIDENT	530 NW 7TH AVE	2501 C1	
SCSO21CAD079062 PUnit: X172 MEYERS E	08/27/2021 15:11:57	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001 C4	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:07

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD078793 PUnit: S48 GLIM P	08/26/2021 18:41:08	INFORMATION	871 NW 6TH ST	2501 C1	
SCSO21CAD078791 PUnit: X173 MCCONNELL A	08/26/2021 18:38:49	INVESTIGATION FOLLOW	7095 S US 301	2501 C1	
SCSO21CAD078775 PUnit: X173 MCCONNELL A	08/26/2021 18:03:10	PHONE COMPLT	7095 S US 301	2501 C1	
SCSO21CAD078772	08/26/2021 17:51:51	911 HANGUP	329 N MARKET BLVD	9901 C4	
SCSO21CAD078767 PUnit: 212 ADKINS J	08/26/2021 17:33:37	911 HANGUP	871 NW 6TH ST	9201 C4	
SCSO21CAD078763	08/26/2021 17:20:25	CITIZENS ASSIST	385 NE 3RD ST	2501 M6	
SCSO21CAD078702 PUnit: 176 MARTIN P BUnit1: 212 BUnit2: 228 BUnit3: S46 BUnit4: K167 BUnit5: X172	08/26/2021 13:14:07	DISTURBANCE-UNK	10TH AVE	1801 R1	SCSO21OFF004294
SCSO21CAD078645 PUnit: 212 ADKINS J	08/26/2021 10:23:36	INVESTIGATION FOLLOW	850 NW 6TH ST	4402 R6	
SCSO21CAD078600 PUnit: 114 BRITT R BUnit1: 232	08/26/2021 7:10:27	MENTAL PATIENT	811 NW 3RD ST	2501 C1 Z1 M	
SCSO21CAD078584 PUnit: 228 EDGE T BUnit1: 176	08/26/2021 5:03:01	MENTAL PATIENT	811 NW 3RD ST	2501 C1	
SCSO21CAD078576 PUnit: 221 ROSARIO F BUnit1: 155 BUnit2: 188 BUnit3: 226	08/26/2021 2:42:27	DISTURBANCE-UNK	811 NW 3RD ST	2501 C1	
SCSO21CAD078300 PUnit: T122 HOLLOWAY J	08/25/2021 10:15:53	911 MISDIAL	773 NW 10TH AVE	9201 C4	
SCSO21CAD078283 PUnit: 114 BRITT R	08/25/2021 8:50:04	MENTAL PATIENT	811 NW 3RD ST	2501 C1	
SCSO21CAD078261 PUnit: X172 MEYERS E BUnit1: L33	08/25/2021 6:49:05	TRAFFIC CONTROL	349 S MARKET BLVD	7001 C4	
SCSO21CAD078166 PUnit: 201 LARGE M BUnit1: 155 BUnit2: S56 BUnit3: K190 BUnit4: K224	08/24/2021 19:17:40	ATC-WELFARE CHECK	524 N MARKET BLVD	2501 C4	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:07

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD078165 PUnit: 201 LARGE M	08/24/2021 19:14:20	ATTEMPT TO CONTACT	146 SE 3RD ST	2501 C1	
SCSO21CAD078117 PUnit: B133 DECKARD S	08/24/2021 16:11:24	CIVIL-SERV PAPER	850 NW 6TH ST	2201 C7	
SCSO21CAD078031	08/24/2021 11:55:24	911 MISDIAL	773 NW 10TH AVE	9201 C4	
SCSO21CAD078009 PUnit: B133 DECKARD S	08/24/2021 10:59:28	CIVIL-SERV PAPER	1010 E CENTRAL AVE	2201 C7	
SCSO21CAD077908 PUnit: 227 TORRES A BUnit1: 193	08/24/2021 0:23:06	CITIZENS ASSIST	469 N MARKET BLVD	2501 C1 Z1 M	
SCSO21CAD077849	08/23/2021 18:54:46	911 MISDIAL	130 NW 3RD AVE	9201 C1	
SCSO21CAD077787 PUnit: 201 LARGE M	08/23/2021 15:48:31	JUVENILE	342 SW 1ST ST	2501 R6	
SCSO21CAD077366	08/22/2021 6:32:51	SICK/INJURED	849 NW 3RD ST	6301 M8	
SCSO21CAD077362 PUnit: 114 BRITT R BUnit1: 176 BUnit2: 232 BUnit3: L32 BUnit4: K138	08/22/2021 6:10:43	DISTURBANCE-UNK	36 NW 3RD AVE	1801 R1 Z1 M	SCSO21OFF004208
SCSO21CAD077351 PUnit: 155 LEE A BUnit1: 188 BUnit2: 200 BUnit3: 226	08/22/2021 3:21:07	SICK/INJURED	374 N MARKET BLVD	6301 R6	
SCSO21CAD077166	08/21/2021 12:41:19	911 HANGUP	469 N MARKET BLVD	9901 C4	
SCSO21CAD077063 PUnit: 155 LEE A	08/21/2021 1:36:25	SUSPICIOUS VEH	49 SE 1ST ST	6603 C4	
SCSO21CAD077017	08/20/2021 21:10:43	911 HANGUP	NO RECORD	9201 C5	
SCSO21CAD076923 PUnit: 198 LIVINGSTON R BUnit1: 176	08/20/2021 14:25:26	FIRE-VEHICLE	349 S MARKET BLVD	3702 R6	
SCSO21CAD076888 PUnit: 198 LIVINGSTON R	08/20/2021 12:48:01	ATTEMPT TO CONTACT	445 NW 10TH AVE	2501 C9	
SCSO21CAD076873	08/20/2021 12:14:37	911 HANGUP	CIR	9901 K1	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:07

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD076811	08/20/2021 8:27:18	911 MISDIAL	349 S MARKET BLVD	9201 C1	
SCSO21CAD076807	08/20/2021 8:03:06	JUVENILE	178 SW 1ST AVE	4401 R1	SCSO21OFF004164
PUnit: 176 MARTIN P BUnit1: K138					
SCSO21CAD076781	08/20/2021 5:18:27	SICK/INJURED	773 NW 4TH ST	6301 M8	
SCSO21CAD076747	08/19/2021 23:44:47	FCIC/NCIC HIT	624 NW 5TH ST	2105 R5 A1	
PUnit: 208 SMITH D BUnit1: 193 BUnit2: 227 BUnit3: S55					
SCSO21CAD076666	08/19/2021 17:49:00	ALARM-COMRCL	302 N MARKET BLVD	1402 A1	
PUnit: 201 LARGE M BUnit1: K190					
SCSO21CAD076604	08/19/2021 14:38:36	DISTURBANCE-UNK	366 NW 9TH AVE	3102 R1	SCSO21OFF004151
PUnit: 201 LARGE M BUnit1: 209 BUnit2: X172					
SCSO21CAD076542	08/19/2021 10:21:12	DCF/ABUSE REG	5089 W C 48	1102 R1	SCSO21OFF004147
PUnit: 148 ROSS C BUnit1: L28					
SCSO21CAD076528	08/19/2021 9:45:48	ALARM-COMRCL	302 N MARKET BLVD	1402 A1	
PUnit: S54 MOONEYHAM J BUnit1: 148					
SCSO21CAD076445	08/18/2021 23:35:34	ALARM-COMRCL	773 NW 10TH AVE	1402 A1	
PUnit: 208 SMITH D BUnit1: 210 BUnit2: 227 BUnit3: K105					
SCSO21CAD076425	08/18/2021 22:35:28	ALARM-COMRCL	302 N MARKET BLVD	1402 A1	
PUnit: 201 LARGE M BUnit1: 210 BUnit2: 225					
SCSO21CAD076413	08/18/2021 21:52:40	INFORMATION	62 SW 2ND ST	3101 C1	
PUnit: 201 LARGE M BUnit1: 210					
SCSO21CAD076399	08/18/2021 21:04:08	911 HANGUP	349 S MARKET BLVD	9201 C4	
PUnit: 210 HENSHAW D					
SCSO21CAD076398	08/18/2021 21:00:57	SUSPICIOUS INCIDENT	349 S MARKET BLVD	6601 C4	
PUnit: 201 LARGE M BUnit1: 210					
SCSO21CAD076165	08/18/2021 8:20:13	ALARM-COMRCL	302 N MARKET BLVD	1402 A1	
PUnit: 148 ROSS C					
SCSO21CAD076115	08/17/2021 23:46:46	ALARM-COMRCL	302 N MARKET BLVD	1402 A1	
PUnit: 155 LEE A BUnit1: K104					
SCSO21CAD076083	08/17/2021 20:39:09	SUSPICIOUS INCIDENT	4735 CR 772	2501 C1	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:08

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 198 LIVINGSTON R					
SCSO21CAD076035	08/17/2021 16:48:43	SUSPICIOUS PERSON	NE 9TH ST	6301 R1	SCSO21OFF004127
PUnit: 198 LIVINGSTON R BUnit1: 155					
SCSO21CAD076002	08/17/2021 14:33:48	ACCIDENT/OBSTRUCTION	605 NW 10TH AVE	7102 T8	
PUnit: X172 MEYERS E BUnit1: 198 BUnit2: X502					
SCSO21CAD075895	08/17/2021 9:02:07	MISSING PERSON	NW 3RD ST	5204 R1	SCSO21OFF004116
PUnit: 176 MARTIN P BUnit1: 226					
SCSO21CAD075885	08/17/2021 8:22:41	DISTURBANCE-UNK	NW 3RD ST	1801 R1	SCSO21OFF004115
PUnit: 176 MARTIN P BUnit1: 226 BUnit2: S48 BUnit3: K138					
SCSO21CAD075793	08/16/2021 19:31:56	DISTURBANCE-PHYSICAL	146 SE 3RD ST	1804 R1 A1 C	SCSO21OFF004108
PUnit: 155 LEE A BUnit1: S48 BUnit2: K119					
SCSO21CAD075783	08/16/2021 19:07:00	ATTEMPT TO CONTACT	545 NW 10TH AVE	2303 C8	
PUnit: S48 GLIM P					
SCSO21CAD075695	08/16/2021 14:03:09	CIVIL	524 N MARKET BLVD	2501 C1	
PUnit: 198 LIVINGSTON R BUnit1: 176 BUnit2: 226					
SCSO21CAD075671	08/16/2021 12:30:07	ACCIDENT	NW 6TH AVE	7102 T7	
PUnit: X502 CALLAWAY C BUnit1: 198					
SCSO21CAD075631	08/16/2021 10:50:02	DISTURBANCE-VERBAL	146 SE 3RD ST	1804 R1	SCSO21OFF004094
PUnit: 176 MARTIN P BUnit1: 198 BUnit2: 226 BUnit3: K138 BUnit4: K167					
SCSO21CAD075545	08/16/2021 3:42:39	MENTAL PATIENT	811 NW 3RD ST	2501 C1	
PUnit: 193 HARM C					
SCSO21CAD075513	08/15/2021 22:48:59	ALARM-COMRCL	539 N MARKET BLVD	1402 A1	
PUnit: 193 HARM C BUnit1: K190					
SCSO21CAD075497	08/15/2021 21:15:28	911 HANGUP	102 NE 4TH AVE	9201 C11	
SCSO21CAD075475	08/15/2021 19:47:18	SUSPICIOUS PERSON	173 SE 1ST AVE	2501 C1	
SCSO21CAD075417	08/15/2021 16:34:44	ATC-REG OFF CK	353 E CENTRAL AVE	6203 C4	
PUnit: D157 ZINN B					
SCSO21CAD075384	08/15/2021 14:09:27	911 MISDIAL	42 SW 5TH ST	9201 C4	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:09

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD074143 PUnit: X172 MEYERS E	08/11/2021 13:52:20	TRAFFIC CONTROL	349 S MARKET BLVD	7001 C1	
SCSO21CAD074014 PUnit: X172 MEYERS E	08/11/2021 8:05:24	TRAFFIC CONTROL	773 NW 10TH AVE	7001 C1	
SCSO21CAD074003 PUnit: X172 MEYERS E BUnit1: L33	08/11/2021 6:57:26	TRAFFIC CONTROL	349 S MARKET BLVD	7001 C1	
SCSO21CAD073965	08/10/2021 23:25:37	SICK/INJURED	469 N MARKET BLVD	6301 M8	
SCSO21CAD073953 PUnit: 181 NELSON G	08/10/2021 22:30:47	CITZ ASST-ESCRT	360 SE 3RD AVE	9901 K1	
SCSO21CAD073822	08/10/2021 15:22:47	911 HANGUP	WIRELESS	9201 C5	
SCSO21CAD073821 PUnit: 198 LIVINGSTON R BUnit1: 149 BUnit2: 227 BUnit3: X172	08/10/2021 15:18:13	DISTURBANCE-PHYSICAL	773 NW 4TH ST	1801 R1	SCSO21OFF003998
SCSO21CAD073795 PUnit: X172 MEYERS E	08/10/2021 14:16:05	TRAFFIC CONTROL	349 S MARKET BLVD	7001 C4	
SCSO21CAD073711 PUnit: 198 LIVINGSTON R	08/10/2021 8:42:23	HARASS PX	298 S MARKET BLVD	4402 R1	SCSO21OFF003996
SCSO21CAD073683 PUnit: L33 THIBODEAU C BUnit1: X172	08/10/2021 6:38:36	TRAFFIC CONTROL	349 S MARKET BLVD	7701 C1	
SCSO21CAD073446 PUnit: 201 LARGE M	08/09/2021 12:15:17	DISTURBANCE-UNK	524 N MARKET BLVD	3102 R6	
SCSO21CAD073444	08/09/2021 12:14:35	TRESPASSING	524 N MARKET BLVD	2501 L1	
SCSO21CAD073374 PUnit: 201 LARGE M	08/09/2021 8:43:25	BUSINESS ASSIST	524 N MARKET BLVD	2501 C1	
SCSO21CAD073152	08/08/2021 13:40:25	911 HANGUP	558 NW 8TH AVE	9901 K1	
SCSO21CAD072874	08/07/2021 14:08:16	SICK/INJURED	SR 471	6301 M8	
SCSO21CAD072872 PUnit: 176 MARTIN P BUnit1: 226	08/07/2021 14:02:10	RECOVERED PROPERTY	E CENTRAL AVE	5702 R1	SCSO21OFF003935



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:08

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD075312	08/15/2021 9:17:25	TEST - DO NOT DISP.	INTERNAL ERROR	9901 Z1	
SCSO21CAD075190 PUnit: 148 ROSS C	08/14/2021 17:56:41	RECOVERED PROPERTY	NW 9TH AVE	5702 R1	SCSO21OFF004066
SCSO21CAD075037 PUnit: 187 MUNSTER C BUnit1: 149 BUnit2: K224	08/14/2021 8:58:39	ATC -WELFARE CHECK	811 NW 3RD ST	2501 R6	
SCSO21CAD075005 PUnit: 213 STILLION J BUnit1: 208 BUnit2: 227 BUnit3: K190	08/14/2021 3:55:15	ALARM-COMRCL		1402 A1	
SCSO21CAD074941 PUnit: 148 ROSS C BUnit1: 208 BUnit2: S41 BUnit3: K190	08/13/2021 20:52:05	DISTURBANCE-UNK	469 N MARKET BLVD	2501 C11	
SCSO21CAD074901	08/13/2021 18:13:53	SICK/INJURED	243 SW 1ST ST	6301 M8	
SCSO21CAD074807 PUnit: 148 ROSS C BUnit1: X204	08/13/2021 13:10:17	DISTURBANCE-UNK	267 N MARKET BLVD	3101 R6	
SCSO21CAD074775	08/13/2021 11:31:44	911 HANGUP	NO RECORD	9201 C5	
SCSO21CAD074644 PUnit: 181 NELSON G BUnit1: K119	08/13/2021 0:20:34	ATTEMPT TO CONTACT	773 NW 4TH ST	6101 C11	
SCSO21CAD074566	08/12/2021 17:43:37	SICK/INJURED	655 NW 4TH ST	6301 M8	
SCSO21CAD074529 PUnit: 198 LIVINGSTON R BUnit1: S48	08/12/2021 15:51:31	INFORMATION	374 N MARKET BLVD	9901 K1	
SCSO21CAD074450	08/12/2021 12:37:00	911 MISDIAL	13904 SR 471	9201 C4	
SCSO21CAD074385 PUnit: X172 MEYERS E	08/12/2021 8:14:24	TRAFFIC CONTROL	773 NW 10TH AVE	7001 C4	
SCSO21CAD074363 PUnit: X172 MEYERS E	08/12/2021 6:59:17	TRAFFIC CONTROL	349 S MARKET BLVD	7001 C4	
SCSO21CAD074182 PUnit: 198 LIVINGSTON R	08/11/2021 15:42:09	VIN VERIFICATION	9009 OAK ALLEY BLVD 132	7704 C4	
SCSO21CAD074168 PUnit: X172 MEYERS E	08/11/2021 15:06:48	TRAFFIC CONTROL	773 NW 10TH AVE	7001 C1	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:09

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD072862 PUnit: 176 MARTIN P BUnit1: 198 BUnit2: 226 BUnit3: S48	08/07/2021 13:37:05	TRAFFIC STOP	E CENTRAL AVE	8801 R3 A4	
SCSO21CAD072775	08/07/2021 9:36:43	SICK/INJURED	13904 SR 471	9901 M8	
SCSO21CAD072741 PUnit: 226 HOYT D BUnit1: 176	08/07/2021 4:59:03	CRIMINAL MISCHIEF	811 NW 3RD ST	2702 R6	
SCSO21CAD072607 PUnit: D147 ROESEL C	08/06/2021 16:27:29	ATC-REG OFF CK	353 E CENTRAL AVE	6203 C4	
SCSO21CAD072515 PUnit: 198 LIVINGSTON R	08/06/2021 11:45:43	CIVIL	600 SE 3RD AVE	2501 C1	
SCSO21CAD072447 PUnit: 226 HOYT D BUnit1: 176 BUnit2: K138	08/06/2021 9:00:13	ALARM-COMRCL	302 N MARKET BLVD	1402 A1	
SCSO21CAD072350 PUnit: K224 PETERS R	08/05/2021 21:05:33	SUSPICIOUS PERSON	SR 471	6602 C9	
CHPD21CAD000420 PUnit: 701 ODOM R	08/05/2021 8:31:30	TRAFFIC STOP	530 W KINGS HWY	7301 T4	
SCSO21CAD071953 PUnit: 198 LIVINGSTON R	08/04/2021 21:39:06	DCF/ABUSE REG	298 S MARKET BLVD	2501 C1	
SCSO21CAD071798	08/04/2021 19:08:55	INFORMATION	719 NW 4TH ST	2501 C5	
SCSO21CAD071761 PUnit: S54 MOONEYHAM J	08/04/2021 18:21:32	INFORMATION	773 NW 10TH AVE	4402 R1	SCSO21OFF003882
SCSO21CAD071752 PUnit: 227 TORRES A BUnit1: 149	08/04/2021 18:15:17	DCF/ABUSE REG	298 S MARKET BLVD	1102 R1	SCSO21OFF003879
SCSO21CAD071715	08/04/2021 17:37:47	911 HANGUP	110 S MARKET BLVD	9201 C11	
SCSO21CAD071342	08/02/2021 12:17:52	911 HANGUP	102 NE 4TH AVE	9201 C4	
SCSO21CAD071298	08/02/2021 10:15:00	911 HANGUP	773 NW 10TH AVE	9901 C4	
SCSO21CAD071266	08/02/2021 8:49:47	OBSTRUCTION ON HWY	3598 NW 1ST ST	9901 C1	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
08/31/2021 07:41:10

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD071174 PUnit: 201 LARGE M	08/01/2021 20:53:53	SUSPICIOUS INCIDENT	SR 471	2501 C9	
SCSO21CAD071078 PUnit: D157 ZINN B	08/01/2021 14:50:46	ATC-REG OFF CK	353 E CENTRAL AVE	6203 C11	
SCSO21CAD071029	08/01/2021 11:45:14	911 MISDIAL	524 N MARKET BLVD	9201 C4	
SCSO21CAD071014	08/01/2021 10:56:07	INFORMATION	708 NW 4TH ST	9901 C5	

ORDINANCE NO. 2021-07

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA RELATING TO CITY COUNCIL SALARIES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the *City of Webster City Charter* derives from the enactment of Chapter 2016-263, *Laws of Florida*, which resulted from the passage of Committee Substitute for House Bill Number 1339 during the Regular Legislative Session of 2016; and

WHEREAS, Section 10. of the *City Charter* provides as follows:

Compensation and expenses. —

(1) The Mayor and City Council members shall continue to receive the salary in effect for their positions on the date that this Charter becomes effective. Thereafter, they shall receive compensation as established by adoption of an ordinance that adjusts the salary, but an ordinance increasing such salary may not take effect until after the next regular City election. The salaries of the Mayor and City Council members may be different at the determination of the City Council, but all salaries for City Council members not serving as Mayor shall be equal.

(2) The Mayor and City Council members shall be reimbursed for actual expenses incurred while performing their official duties in accordance with provisions of general law or resolution adopted by the City Council.

; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Webster as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*, and other applicable controlling law.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY

OF WEBSTER, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Webster hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative and administrative findings and intent of the City Council.

(b). The City of Webster has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION 2. ESTABLISHMENT OF SALARIES OF MAYOR AND MEMBERS OF THE CITY COUNCIL.

The City Council hereby establishes and fixes the salaries of the Mayor and City Council as follows:

- (1). For each Member of the City Council, \$300.00 per month.
- (2). For the Mayor, \$500.00 per month.

SECTION 3. SAVINGS; EFFECT OF ORDINANCE.

The prior actions of the City of Webster in terms of the matters relating to the payment of salaries to the Mayor and the City Council, as well as any and all related matters and processes and procedures of the City pertaining thereto, are hereby ratified and affirmed.

SECTION 4. CODIFICATION; SCRIVENER'S ERRORS.

The provisions, sections, divisions, and provisions of this Ordinance may be codified, renumbered or relettered as deemed appropriate by the Code codifier. Typographical errors and other matters of a similar nature that do not affect the intent of

this Ordinance, as determined by the City Clerk and City Attorney, may be corrected without the need for a public hearing.

SECTION 5. CONFLICTS.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall not take effect until after the next regular City Election.

PASSED AND ENACTED this ____ day of _____, 2021.

**CITY COUNCIL OF THE CITY OF
WEBSTER, FLORIDA**

Bobby Yost
Mayor

ATTEST:

Approved as to form and Legality:

Deanna Naugler
City Manager

William L. Colbert
City Attorney

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: City of Webster Law Enforcement Agreement (Staff Recommends Approval).

REQUESTED ACTION: Approval of the Agreement

Meeting Type: Regular Meeting

DATE OF MEETING: 8/24/2021

CONTRACT: ☐ N/A

Vendor/Entity:

Effective Date:

Termination Date: 9/30/2026

Managing Division / Dept: Administrative Services

BUDGET IMPACT: Net Zero

FUNDING SOURCE:

Type: N/A

EXPENDITURE ACCOUNT:

HISTORY/FACTS/ISSUES:

The City of Webster and the Sheriff desire to continue the provision of law enforcement services in the City of Webster. This is cost-neutral for the BOCC as the City of Webster provides monthly reimbursement for the services provided and annualized as noted below. The revenue is received by the General Fund to offset the expenditure associated with the appropriation transfer to the Sheriff.

	Fiscal Year 2021/2022	Fiscal Year 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026
Annual Total	\$154,657	\$159,297	\$164,076	\$168,998	\$174,068

Prepared by: Bradley Arnold

Grammarly Check ☒

APPROVED

AUGUST 24, 2021

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF WEBSTER, FLORIDA, (hereinafter "Webster" or "City") a municipal corporation of the State of Florida: WILLIAM O. FARMER, JR., as the Sheriff of Sumter County, Florida (hereinafter "Sheriff") and, the SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "Sumter County"), a political subdivision of the State of Florida.

WITNESSETH

WHEREAS, Sections 125.0101, 166.021 and 163.01, Florida Statutes, provide that a county and a municipality may contract to provide any law enforcement services within a municipality's boundaries; and

WHEREAS, Webster is a municipality within the boundaries of Sumter County, Florida; and

WHEREAS, Webster is desirous of providing a high level of competent law enforcement services within Webster; and

WHEREAS, Webster requested that the Sheriff furnish law enforcement services within Webster; and

WHEREAS, Webster desires that the Sheriff furnish law enforcement of a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Webster; and

WHEREAS, Webster determined this Agreement is the most efficient way to fulfill its desire to provide high-quality police protection and in a responsible manner for the term of this Agreement unless otherwise terminated as provided for herein; and

WHEREAS, this Agreement for the provision of law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer merger within the meaning of those terms for constitutional or statutory purposes or any other purpose whatsoever, and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties' intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement to that end; and

WHEREAS, this Agreement between Webster and Sheriff requires the concurrence and approval of Sumter County.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form a substantive and integral part of this Agreement and are hereby incorporated herein.
2. **MUNICIPAL POLICE POWERS.** By adoption of an appropriate resolution, Webster shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Webster's police powers to the extent necessary or desirable to perform the law enforcement services herein during the contract period. This Agreement is not intended to abolish the Webster Police Department, both parties recognizing that Webster retains the right to resume responsibilities to provide law enforcement services within Webster at the expiration of this Agreement. Webster similarly retains the right to control the level of law enforcement services provided under this Agreement as set out below in this Agreement. Webster shall assign the Sheriff with the duties of Chief of Police of Webster, Florida.
3. **INTERAGENCY COORDINATION.** The Sheriff, or his designee, shall, to the extent feasible, coordinate law enforcement functions, including special event functions, individual complaints, and unanticipated events requiring law enforcement involvement with the City Manager of Webster or the City Manager's designee. The Sheriff or the Sheriff's designee will attend regular Webster City Council meetings and staff meetings when requested, consistent with Webster's right to control and supervise the law enforcement services provided pursuant to this Agreement.
4. **STAFFING LEVELS.**
 - a. The Sheriff agrees to provide necessary and appropriate law enforcement services in and for Webster by providing a deputy for twelve (12) consecutive hours each day to serve as a law enforcement officer within Webster. Said deputy shall be provided within Webster on the basis of a minimum of one (1) deputy for twelve (12) hours, at times to be determined by the Sheriff with input and consideration of Webster. The Sheriff shall also appoint a deputy with the rank of Lieutenant or higher to serve as the law enforcement administrator of this Agreement. This Lieutenant shall be the liaison between the City Manager or the City Manager's designee, citizens of Webster, and the Sheriff. The Sheriff agrees to consult with the City regarding the selection of the deputy that will serve as the law enforcement administrator and to consider Webster's request to remove such deputy in the event the working relationship between Webster, and the law enforcement administrative deputy becomes unproductive. Webster, however, acknowledges that all deputies are employees of the Sheriff and that personnel decisions regarding all deputies remain at the discretion of the Sheriff. The total number of deputies assigned by the Sheriff to provide law enforcement services to Webster pursuant to this Agreement shall be two (2) patrol deputies and one (1) deputy with the rank of Lieutenant or higher to administer the Sheriff's obligation under this Agreement.

- b. Deputies assigned within Webster will not patrol unincorporated areas of the County except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. Extraordinary circumstances would consist of responding to backup to other law enforcement officers requiring assistance in dangerous situations, responding to life-threatening situations within close proximity to Webster, conduction investigations, or any other emergency where a deputy may intervene to preserve life or liberty. During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings, hazardous waste spills, chemical accidents, and other occurrences of similar scope and magnitude, the Sheriff's Office shall provide such deputies and additional response as warranted by the event according to standard law enforcement practices.
 - c. The Sheriff shall make all services of the Sheriff's Office available to Webster during the term of this Agreement as needed. These services include but are not necessarily limited to K-9, drone, report writing, record retention, dispatch operations, and media interaction.
- 5. **CONSIDERATION.** Webster shall pay monthly to Sumter County one-twelfth (1/12) of the annual amount, as payment in full for services herein agreed to be performed by the Sheriff in accordance with Exhibit "A" of this Agreement. Sumter County shall distribute these funds to the Sheriff's Office per Sumter County's budget process. It is acknowledged by Webster and Sheriff that Sumter County is not obligated to pay the Sheriff's Office any monies due under this Agreement in the event Webster fails or refuses to make any payments to Sumter County pursuant to this Agreement and or Exhibit "A."
- 6. **LAWS ENFORCED.** Webster shall be responsible for the prosecution of any non-criminal violators of municipal ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Webster Criminal Ordinances within Sumter County.
- 7. **FINES AND FORFEITURES.**
 - a. **Law Enforcement Education Funds.** All law enforcement education funds levied and collected by the Clerk of the Court for Sumter County, and designated for use by Webster pursuant to Section 943.25, Florida Statutes, shall be assigned by Webster to Sheriff for payment directly from the Clerk of the Court for Sumter County to the Sheriff. Webster hereby authorizes, empowers, and assigns the Sheriff the right to authority to take such actions on behalf of Webster to obtain such funds directly from the Clerk of the Court for Sumter County.

- b. Fines. Webster shall remain entitled to all fines to which Webster would ordinarily be entitled pursuant to Section 316.660, Florida Statutes.
 - c. Seized Funds. Sheriff agrees that any currency or other assets, seized pursuant to Chapter 932, Florida Statutes related to an offense in Webster, assigned to the Webster deputies, and subsequently forfeited to the Sheriff, shall be deposited in the Sheriff's Contraband and Forfeiture Trust Fund. The Sheriff shall designate the use of these funds within or for the benefit of Webster in accordance with Florida Statutes.
 - d. Crime Prevention Funds. The Clerk of the Court of Sumter County shall deposit with the Sumter County the fines collected for crime prevention on court cases for crimes within Webster. The Sheriff may, as the situation arises, request such funds from Sumter County to utilize within Webster so long as the request meets the requirement of Florida Statutes.
8. **PERFORMANCE REPORTS AND CRIME REPORTING.** The Sheriff shall maintain performance reports and statistical records regarding police activity within Webster and shall provide such to Webster upon request so that Webster may review the Sheriff's performance under this Agreement. These records will include, but will not necessarily be limited to, the number of calls for service, offense reports, arrests, alarm responses, location and nature of calls, response times, number and type of citations, number, and type of accidents. The Sheriff will provide these performance reports and statistical records to Webster at least once each quarter. Those statistical records that constitute the Uniform Crime Report will be provided on a six-month basis.
9. **HIRING DECISIONS.** The Sheriff shall be responsible for the hiring, training, assignment, discipline, and dismissal of all personnel performing services under this Agreement as such individuals are employees of the Sheriff.
10. **INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of the Sheriff's employees performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures, and the Sheriff shall hold Webster, to the maximum extent provided by Florida Statutes, harmless from any and all matters of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result or arise out of Sheriff's use of Webster property or the intentional or negligent acts of the Sheriff, Sheriff's deputies, and the Sheriff's employees. The Sheriff shall, to the maximum extent provided by Florida Statutes, indemnify Webster from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Webster might suffer in connection or as a result of the constitutionality of ordinances enacted by Webster and enforced by the Sheriff or from acts or omissions attributable to Webster that occurred prior to the

commencement of the term for the provision of law enforcement services as expressed herein. The Sheriff does not assume any existing or contingent liabilities regarding the liability of Webster to the extent provided by Florida Statutes. The Sheriff agrees to name Webster as an additional insured in its Risk Management Insurance Policy coverage to the extent of services addressed by this Agreement and agrees to provide Webster a copy of the same. By agreeing to the provisions of this Agreement, the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. The Sheriff does not assume any existing or contingent liabilities regarding the liability of Webster to the extent provided by Florida Statutes.

11. **NOTICES.** All notices required by this Agreement shall be provided to the parties represented as follows:
 - a. SUMTER COUNTY: (County Administrator, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, FL 34785)
 - b. WEBSTER: (City Manager, City of Webster, 85 East Central Avenue, Webster, FL 33597)
 - c. SHERIFF: (Chief Deputy, Sheriff's Office, 7361 Powell Road, Wildwood, FL 34785)
12. **TERM.** Commencing on October 1, 2021, and on the first day of October thereafter, this Agreement shall extend automatically by one (1) year provided that the parties hereto do not issue a notice of termination; otherwise, this Agreement shall terminate September 30, 2026.
13. **TERMINATION OF AGREEMENT.** The Sheriff and Webster may elect to terminate this Agreement should there be a material breach of this Agreement if said material breach is not corrected within forty-five days after written notice of said material breach was delivered to the other party. All notices of breach, termination, or requests to amend this Agreement shall be delivered in writing to the City Manager of Webster or the City Manager's designee; the Sheriff or the Chief Deputy; and the County Administrator of Sumter County.
14. **SUMTER COUNTY JOINDER.** Sumter County hereby executes this Agreement and acknowledges its responsibility to collect and distribute funds as outlined in this Agreement.
15. **NO PROHIBITIONS.** Each party represents unto the other that they are not aware of any lawful prohibitions, whether grounded in Federal, State, County, or Municipal Law, which prevents the parties from entering into this Agreement.
16. **NO UNINTENDED BENEFICIARIES.** In no event should this Agreement confer to any third person, corporation, or entity the right to cause any actions or damages against any party hereto.

17. **SCOPE OF AGREEMENT.** This Agreement reflects the full and complete understanding of the parties, supersedes any other agreements entered into by and between parties hereto.
18. **NO SUCCESSOR EMPLOYMENT RELATIONSHIP.** Nothing herein shall be construed to create any successor employer relationship by and between Webster, its employees, and the Sheriff.
19. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the parties hereto shall be governed both procedurally and substantively by and construed according to the laws of the State of Florida. The parties further agree that jurisdiction regarding the rights and obligations of either party under the Agreement, and any litigations resulting therefrom, shall be vested in the Fifth Judicial Circuit, in and for Sumter County, Florida.
20. **SOVEREIGN IMMUNITY.** The parties agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and Statutes of the State of Florida, particularly with respect to Chapter 768, Florida Statutes. The parties agree that Webster's determination to provide police service under this Agreement is an exercise of the legislative planning functions of Webster and at no time shall Webster exercise any specific control over the activities of any Deputy Sheriff, or the Sheriff, nor shall Webster perform or undertake any acts(s) that are over and above a planning level function with regard to the administration of law enforcement within Webster during the term of this Agreement.
21. **OPEN RECORDS.** If Webster or Sheriff has questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this Agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives on the dates hereinafter indicated.

CITY OF WEBSTER, FLORIDA

ATTEST:

By: _____

Mayor

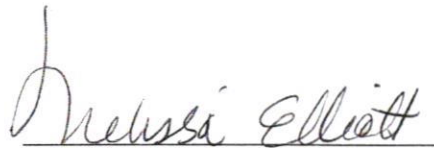
City Clerk

Date: _____

SUMTER COUNTY, FLORIDA

By: 

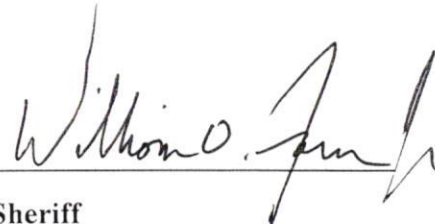
Chairman



Deputy Clerk of Court

Date: 8/24/21

SHERIFF OF SUMTER COUNTY, FLORIDA

By: 

Sheriff

Date: 8/27/2021

Exhibit "A"

This annual total cost schedule is an estimate beyond the first fiscal contract year.

Six (6) months before the beginning of each budget year, the Sheriff will give Webster notice if the Sheriff anticipates that costs will exceed the amounts set forth herein by more than three (3) percent.

	Fiscal Year 2021/2022	Fiscal Year 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026
Annual Total	\$154,657	\$159,297	\$164,076	\$168,998	\$174,068

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF WEBSTER, FLORIDA, (hereinafter "Webster" or "City") a municipal corporation of the State of Florida: WILLIAM O. FARMER, JR., as the Sheriff of Sumter County, Florida (hereinafter "Sheriff") and, the SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "Sumter County"), a political subdivision of the State of Florida.

WITNESSETH

WHEREAS, Sections 125.0101, 166.021 and 163.01, Florida Statutes, provide that a county and a municipality may contract to provide any law enforcement services within a municipality's boundaries; and

WHEREAS, Webster is a municipality within the boundaries of Sumter County, Florida; and

WHEREAS, Webster is desirous of providing a high level of competent law enforcement services within Webster; and

WHEREAS, Webster requested that the Sheriff furnish law enforcement services within Webster; and

WHEREAS, Webster desires that the Sheriff furnish law enforcement of a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Webster; and

WHEREAS, Webster determined this Agreement is the most efficient way to fulfill its desire to provide high-quality police protection and in a responsible manner for the term of this Agreement unless otherwise terminated as provided for herein; and

WHEREAS, this Agreement for the provision of law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer merger within the meaning of those terms for constitutional or statutory purposes or any other purpose whatsoever, and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties' intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement to that end; and

WHEREAS, this Agreement between Webster and Sheriff requires the concurrence and approval of Sumter County.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form a substantive and integral part of this Agreement and are hereby incorporated herein.
2. **MUNICIPAL POLICE POWERS.** By adoption of an appropriate resolution, Webster shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Webster's police powers to the extent necessary or desirable to perform the law enforcement services herein during the contract period. This Agreement is not intended to abolish the Webster Police Department, both parties recognizing that Webster retains the right to resume responsibilities to provide law enforcement services within Webster at the expiration of this Agreement. Webster similarly retains the right to control the level of law enforcement services provided under this Agreement as set out below in this Agreement. Webster shall assign the Sheriff with the duties of Chief of Police of Webster, Florida.
3. **INTERAGENCY COORDINATION.** The Sheriff, or his designee, shall, to the extent feasible, coordinate law enforcement functions, including special event functions, individual complaints, and unanticipated events requiring law enforcement involvement with the City Manager of Webster or the City Manager's designee. The Sheriff or the Sheriff's designee will attend regular Webster City Council meetings and staff meetings when requested, consistent with Webster's right to control and supervise the law enforcement services provided pursuant to this Agreement.
4. **STAFFING LEVELS.**
 - a. The Sheriff agrees to provide necessary and appropriate law enforcement services in and for Webster by providing a deputy for twelve (12) consecutive hours each day to serve as a law enforcement officer within Webster. Said deputy shall be provided within Webster on the basis of a minimum of one (1) deputy for twelve (12) hours, at times to be determined by the Sheriff with input and consideration of Webster. The Sheriff shall also appoint a deputy with the rank of Lieutenant or higher to serve as the law enforcement administrator of this Agreement. This Lieutenant shall be the liaison between the City Manager or the City Manager's designee, citizens of Webster, and the Sheriff. The Sheriff agrees to consult with the City regarding the selection of the deputy that will serve as the law enforcement administrator and to consider Webster's request to remove such deputy in the event the working relationship between Webster, and the law enforcement administrative deputy becomes unproductive. Webster, however, acknowledges that all deputies are employees of the Sheriff and that personnel decisions regarding all deputies remain at the discretion of the Sheriff. The total number of deputies assigned by the Sheriff to provide law enforcement services to Webster pursuant to this Agreement shall be two (2) patrol deputies and one (1) deputy with the rank of Lieutenant or higher to administer the Sheriff's obligation under this Agreement.

- b. Deputies assigned within Webster will not patrol unincorporated areas of the County except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. Extraordinary circumstances would consist of responding to backup to other law enforcement officers requiring assistance in dangerous situations, responding to life-threatening situations within close proximity to Webster, conduction investigations, or any other emergency where a deputy may intervene to preserve life or liberty. During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings, hazardous waste spills, chemical accidents, and other occurrences of similar scope and magnitude, the Sheriff's Office shall provide such deputies and additional response as warranted by the event according to standard law enforcement practices.
 - c. The Sheriff shall make all services of the Sheriff's Office available to Webster during the term of this Agreement as needed. These services include but are not necessarily limited to K-9, drone, report writing, record retention, dispatch operations, and media interaction.
- 5. **CONSIDERATION.** Webster shall pay monthly to Sumter County one-twelfth (1/12) of the annual amount, as payment in full for services herein agreed to be performed by the Sheriff in accordance with Exhibit "A" of this Agreement. Sumter County shall distribute these funds to the Sheriff's Office per Sumter County's budget process. It is acknowledged by Webster and Sheriff that Sumter County is not obligated to pay the Sheriff's Office any monies due under this Agreement in the event Webster fails or refuses to make any payments to Sumter County pursuant to this Agreement and or Exhibit "A."
- 6. **LAWS ENFORCED.** Webster shall be responsible for the prosecution of any non-criminal violators of municipal ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Webster Criminal Ordinances within Sumter County.
- 7. **FINES AND FORFEITURES.**
 - a. **Law Enforcement Education Funds.** All law enforcement education funds levied and collected by the Clerk of the Court for Sumter County, and designated for use by Webster pursuant to Section 943.25, Florida Statutes, shall be assigned by Webster to Sheriff for payment directly from the Clerk of the Court for Sumter County to the Sheriff. Webster hereby authorizes, empowers, and assigns the Sheriff the right to authority to take such actions on behalf of Webster to obtain such funds directly from the Clerk of the Court for Sumter County.

- b. Fines. Webster shall remain entitled to all fines to which Webster would ordinarily be entitled pursuant to Section 316.660, Florida Statutes.
 - c. Seized Funds. Sheriff agrees that any currency or other assets, seized pursuant to Chapter 932, Florida Statutes related to an offense in Webster, assigned to the Webster deputies, and subsequently forfeited to the Sheriff, shall be deposited in the Sheriff's Contraband and Forfeiture Trust Fund. The Sheriff shall designate the use of these funds within or for the benefit of Webster in accordance with Florida Statutes.
 - d. Crime Prevention Funds. The Clerk of the Court of Sumter County shall deposit with the Sumter County the fines collected for crime prevention on court cases for crimes within Webster. The Sheriff may, as the situation arises, request such funds from Sumter County to utilize within Webster so long as the request meets the requirement of Florida Statutes.
8. **PERFORMANCE REPORTS AND CRIME REPORTING.** The Sheriff shall maintain performance reports and statistical records regarding police activity within Webster and shall provide such to Webster upon request so that Webster may review the Sheriff's performance under this Agreement. These records will include, but will not necessarily be limited to, the number of calls for service, offense reports, arrests, alarm responses, location and nature of calls, response times, number and type of citations, number, and type of accidents. The Sheriff will provide these performance reports and statistical records to Webster at least once each quarter. Those statistical records that constitute the Uniform Crime Report will be provided on a six-month basis.
9. **HIRING DECISIONS.** The Sheriff shall be responsible for the hiring, training, assignment, discipline, and dismissal of all personnel performing services under this Agreement as such individuals are employees of the Sheriff.
10. **INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of the Sheriff's employees performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures, and the Sheriff shall hold Webster, to the maximum extent provided by Florida Statutes, harmless from any and all matters of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result or arise out of Sheriff's use of Webster property or the intentional or negligent acts of the Sheriff, Sheriff's deputies, and the Sheriff's employees. The Sheriff shall, to the maximum extent provided by Florida Statutes, indemnify Webster from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Webster might suffer in connection or as a result of the constitutionality of ordinances enacted by Webster and enforced by the Sheriff or from acts or omissions attributable to Webster that occurred prior to the

commencement of the term for the provision of law enforcement services as expressed herein. The Sheriff does not assume any existing or contingent liabilities regarding the liability of Webster to the extent provided by Florida Statutes. The Sheriff agrees to name Webster as an additional insured in its Risk Management Insurance Policy coverage to the extent of services addressed by this Agreement and agrees to provide Webster a copy of the same. By agreeing to the provisions of this Agreement, the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. The Sheriff does not assume any existing or contingent liabilities regarding the liability of Webster to the extent provided by Florida Statutes.

11. **NOTICES.** All notices required by this Agreement shall be provided to the parties represented as follows:
 - a. SUMTER COUNTY: (County Administrator, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, FL 34785)
 - b. WEBSTER: (City Manager, City of Webster, 85 East Central Avenue, Webster, FL 33597)
 - c. SHERIFF: (Chief Deputy, Sheriff's Office, 7361 Powell Road, Wildwood, FL 34785)
12. **TERM.** Commencing on October 1, 2021, and on the first day of October thereafter, this Agreement shall extend automatically by one (1) year provided that the parties hereto do not issue a notice of termination; otherwise, this Agreement shall terminate September 30, 2026.
13. **TERMINATION OF AGREEMENT.** The Sheriff and Webster may elect to terminate this Agreement should there be a material breach of this Agreement if said material breach is not corrected within forty-five days after written notice of said material breach was delivered to the other party. All notices of breach, termination, or requests to amend this Agreement shall be delivered in writing to the City Manager of Webster or the City Manager's designee; the Sheriff or the Chief Deputy; and the County Administrator of Sumter County.
14. **SUMTER COUNTY JOINDER.** Sumter County hereby executes this Agreement and acknowledges its responsibility to collect and distribute funds as outlined in this Agreement.
15. **NO PROHIBITIONS.** Each party represents unto the other that they are not aware of any lawful prohibitions, whether grounded in Federal, State, County, or Municipal Law, which prevents the parties from entering into this Agreement.
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20. **SOVEREIGN IMMUNITY.** The parties agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and Statutes of the State of Florida, particularly with respect to Chapter 768, Florida Statutes. The parties agree that Webster's determination to provide police service under this Agreement is an exercise of the legislative planning functions of Webster and at no time shall Webster exercise any specific control over the activities of any Deputy Sheriff, or the Sheriff, nor shall Webster perform or undertake any acts(s) that are over and above a planning level function with regard to the administration of law enforcement within Webster during the term of this Agreement.
21. **OPEN RECORDS.** If Webster or Sheriff has questions regarding the application of Chapter 119, Florida Statutes, to their duty to provide public records relating to this Agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives on the dates hereinafter indicated.

CITY OF WEBSTER, FLORIDA

ATTEST:

By: _____

Mayor

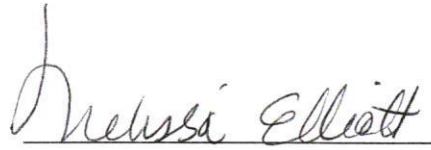
City Clerk

Date: _____

SUMTER COUNTY, FLORIDA

By: 

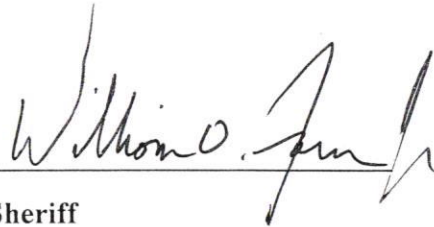
Chairman



Deputy Clerk of Court

Date: 8/24/21

SHERIFF OF SUMTER COUNTY, FLORIDA

By: 

Sheriff

Date: 8/27/2021

Exhibit "A"

This annual total cost schedule is an estimate beyond the first fiscal contract year.

Six (6) months before the beginning of each budget year, the Sheriff will give Webster notice if the Sheriff anticipates that costs will exceed the amounts set forth herein by more than three (3) percent.

	Fiscal Year 2021/2022	Fiscal Year 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026
Annual Total	\$154,657	\$159,297	\$164,076	\$168,998	\$174,068

STATEWIDE MUTUAL AID AGREEMENT

(SMAA) INFORMATION SHEET

<https://www.floridadisaster.org/dem/response/logistics/>

Signing the Agreement:

A copy of the SMAA with **handwritten or digital signature** should be submitted.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

Minutes or Resolution from your governing board, which indicates the agreement was adopted or approved.

A Certificate of Liability Insurance or Resolution of Self Insurance.

A completed copy of Form C, **PAGE 23** of the agreement.

FDEM Contact Information:

Alex Furlong | Mutual Aid Coordinator
Bureau of Response, Logistics Section
Alex.Furlong@em.myflorida.com
Mobile: (850) 328-7491 Office: (850) 815-4278

Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

Kevin Guthrie
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

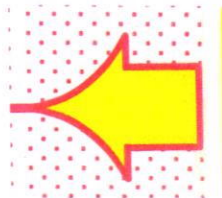
Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney



FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SCHOOL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: City of Webster

Mailing Address: 85 E. Central Ave.
Webster, FL 33597

Authorized Representative Contact Information

Primary Authorized Representative

Name: Deanna Naugler

Title: City Manager

Address: 85 E. Central Ave. Webster, FL 33597

Day Phone: 352-793-2013 x103 Night Phone: 352-585-0345

Facsimile: 352-793-8006 Email: dnaugler@websterfl.com

1st Alternate Authorized Representative

Name: Mark Chesser

Title: Public Works Director

Address: 85 E. Central Ave. Webster, FL 33597

Day Phone: 352-793-2013 x105 Night Phone: 352-254-0850

Facsimile: 352-793-8006 Email: mchesser@websterfl.com

2nd Alternate Authorized Representative

Name: Amy Flood

Title: City Clerk

Address: 85 E. Central Ave. Webster, FL 33597

Day Phone: 352-793-2013 x101 Night Phone: _____

Facsimile: 352-793-8006 Email: aflood@websterfl.com

PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section I - Resource Request

This section is to be completed by the **requesting party**. The requesting Party is responsible for reimbursing the assisting party for eligible expenses detailed in Section II.

Requestor Information

Req. Party: Assisting Party:

Event: New/Amended:

Mission #: Mission Type:

Point of Contact

Name: E-Mail Address:

Phone Number: Other:

Deployment Dates (including travel dates)

Date Needed: Date Released:

Deployment Facility Name:

Location:

City: Zip Code:

Mission Information

Mission Description:

Resource Capabilities Requested:

Deployment Conditions

Working Conditions:

Comments:

Health & Safety Concerns:

If **YES**, please elaborate below

Comments:

Deployment Logistics

Is Lodging Available?

If **NO**, please elaborate on lodging availability

Comments:

Will meals be provided?

If **NO**, please elaborate on meal availability

Comments:

Will other logistics be provided?

If **YES**, please elaborate

Comments:

Other Mission Information or Comments:

Authorized Representative Approval

Name:

Title:

Signature:

Date:



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Cost Estimate

This section is to be completed by the assisting party. This section includes the tabs; Personnel, Travel, Equipment, & Other. All estimated costs should be included in Section II.

Assisting Party Information

Assisting Party

Requesting Party:

Event:

New/Amended:

Mission #:

Mission Type:

Point of Contact

Name:

E-Mail Address:

Phone Number:

Other:

Deployment Dates (including travel dates)

Date available:

Return Date:

Deployment

Location:

City:

Facility Name:

Zip Code:

Mission Information

Resource capabilities available:

Is this resource self-sustained for at least 72 hours? Or will additional logistics support be needed from the requesting party? Please provide information below.

Deployment Cost Summary

These costs are **estimated** to provide the requesting state an estimate of the expenses they are required to reimburse. Reimbursement will be based upon actual expenses with verifiable documentation provided by the assisting party at the end of the deployment.

Personnel Costs:

\$	-
----	---

Note: FDEM only reimburses for actual hours worked. "Portal-to-Portal," or standby time is not eligible for reimbursement. ICS 214 Forms are required for reimbursement.

Travel Costs:

Meals	\$	-
Lodging	\$	-
Vehicle	\$	-
Total Travel	\$	-

Equipment:

\$	-
----	---

Commodities:

\$	-
----	---

Other (Explain in comments):

\$	-
----	---

Total estimated cost for mission:

\$	-
----	---

Other Comments:

Authorized Representative Approval

Name:

Title:

Signature:

Date:

Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management
Section II - Travel Cost Estimate

Meals & Per Diem Estimate

Personnel may claim Daily Rate OR Breakfast, Lunch & Dinner. Both cannot be claimed. If requesting party provides meals they are not eligible for reimbursement

[illegible]

Total Meals & Per Diem Estimate:

\$ -

Lodging Estimate

If requesting party provides lodging it is not eligible for reimbursement.

Accommodations	Nightly Rate	Number of Rooms	Number of Nights	Total
EXAMPLE: Hotel	\$ 150.00	1	14	\$ 2,100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Estimated Lodging:

\$ -

Vehicle Estimate

Either mileage **OR** receipts can be claimed; both are not eligible for reimbursement

Vehicle Type	Vehicle Mileage Rate	Estimated Mileage	Daily Rental Rate	Number of Mission Dates	Estimated Fuel	Total
EXAMPLE: Economy Rental			\$ 35.00	16	\$ 200.00	\$ 760.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Total Vehicle Estimate:

\$ -

Total Estimated Travel:

\$ -



Statewide Mutual Aid Agreement Form B



Florida Division of Emergency Management Section II - Commodities & Other

Commodities Estimate				
Item	Unit Price	Amount	Reason for Purchase	Total
EXAMPLE: Sleeping Bag	\$ 35.00	1	bedding at base camp	\$ 35.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Total Commodities Estimate:

\$ -

Other Estimated Costs		
Expense	Reason for Purchase	Total
EXAMPLE: Laundry Services	Service not provided at base camp	\$ 25.00

Total Other Costs Estimate:

\$ -

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472**

The rates on this Schedule of Equipment Rates are for applicant owned equipment complete with all required attachments. Each rate covers all costs eligible under the Federal Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation, depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement. COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved by FEMA.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228. Rates not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.230.

**THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EME
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2001**

FEMA Code ID		Equipment	
Cost Code	Equipment	Specifications	Capacity or
8010	Air Compressor	Air Delivery	41 CFM
8011	Air Compressor	Air Delivery	103 CFM
8012	Air Compressor	Air Delivery	130 CFM
8013	Air Compressor	Air Delivery	175 CFM
8014	Air Compressor	Air Delivery	400 CFM
8015	Air Compressor	Air Delivery	575 CFM
8016	Air Compressor	Air Delivery	1100 CFM
8017	Air Compressor	Air Delivery	1600 CFM
8040	Ambulance		
8041	Ambulance		

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre	
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre	
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre	
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre	
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre	
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre	
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre	
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre	
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre	
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre	
8110	Barge, Deck	Size	50'x35'x7.2'
8111	Barge, Deck	Size	50'x35'x9'
8112	Barge, Deck	Size	120'x45'x10'
8113	Barge, Deck	Size	160'x45'x11'
8120	Boat, Tow	Size	55'x20'x5'
8121	Boat, Tow	Size	60'x21'x5'
8122	Boat, Tow	Size	70'x30'x7.5'
8123	Boat, Tow	Size	120'x34'x8'
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'
8126	Swamp Buggy	Conquest	
8130	Boat, Row		
8131	Boat, Runabout	Size	13'x5'
8132	Boat, Tender	Size	14'x7'
8133	Boat, Push	Size	45'x21'x6'
8134	Boat, Push	Size	54'x21'x6'
8135	Boat, Push	Size	58'x24'x7.5'
8136	Boat, Push	Size	64'x25'x8'
8140	Boat, Tug	Length	16 Ft
8141	Boat, Tug	Length	18 Ft
8142	Boat, Tug	Length	20 Ft

8190	Chain Saw	Bar Length = 16 in	2.5 cu in
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in
8193	Skidder	model 748 E	
8194	Skidder	model 648 G11	
8195	Cutter, Brush	Cutter Size	8 ft
8196	Cutter, Brush	Cutter Size	8 ft
8197	Cutter, Brush	Cutter Size	10 ft
8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller	
8199	Log Trailer	40 ft	
8200	Chipper, Brush	Chipping Capacity	6 In
8201	Chipper, Brush	Chipping Capacity	9 In
8202	Chipper, Brush	Chipping Capacity	12 In
8203	Chipper, Brush	Chipping Capacity	15 In
8204	Chipper, Brush	Chipping Capacity	18 In
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML	
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar	
8210	Clamshell & Dragline, Crawler		149,999 lb
8211	Clamshell & Dragline, Crawler		250,000 lb
8212	Clamshell & Dragline, Truck		
8218	BOMAG Compactor	BW100AD-3	
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor	to 2.9 Ton
8220	Compactor		
8221	Compactor, towed, Vibratory Drum		
8222	Compactor, Vibratory, Drum		
8223	Compactor, pneumatic, wheel		
8225	Compactor, Sanitation		
8226	Compactor, Sanitation		
8227	Compactor, Sanitation		
8228	Compactor, towed, Pneumatic Wheel	Hercules BT-11	10,000 lbs

8277	Bucket, Dragline	Capacity	10 CY
8278	Bucket, Dragline	Capacity	14 CY
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY
8286	Excavator, Hydraulic	Bucket Capacity	12 CY
8287	Excavator	2007 model Gradall XL3100 III	
8288	Excavator	2003 model Gradall XL4100 III	
8289	Excavator	2006 model Gradall XL5100	
8290	Trowel, Concrete	Diameter	48 In
8300	Fork Lift	Capacity	6000 Lbs
8301	Fork Lift	Capacity	12000 Lbs
8302	Fork Lift	Capacity	18000 Lbs
8303	Fork Lift	Capacity	50000 Lbs
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gv
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs
8309	Fork Lift Accessory	2003 ACS Paddle Fork	
8310	Generator	Prime Output	5.5 KW
8311	Generator	Prime Output	16 KW
8312	Generator	Prime Output	60KW
8313	Generator	Prime Output	100 KW
8314	Generator	Prime Output	150 KW
8315	Generator	Prime Output	210 KW
8316	Generator	Prime Outout	280 KW

8354	Hose, Discharge	Diameter	12 In
8355	Hose, Discharge	Diameter	16 In
8356	Hose, Suction	Diameter	3 In
8357	Hose, Suction	Diameter	4 In
8358	Hose, Suction	Diameter	6 In
8359	Hose, Suction	Diameter	8 In
8360	Hose, Suction	Diameter	12 In
8361	Hose, Suction	Diameter	16 In
8380	Loader, Crawler	Bucket Capacity	0.5 CY
8381	Loader, Crawler	Bucket Capacity	1 CY
8382	Loader, Crawler	Bucket Capacity	2 CY
8383	Loader, Crawler	Bucket Capacity	3 CY
8384	Loader, Crawler	Bucket Capacity	4 CY
8390	Loader, Wheel	Bucket Capacity	0.5 CY
8391	Loader, Wheel	Bucket Capacity	1 CY
8392	Loader, Wheel	Bucket Capacity	2 CY
8393	Loader, Wheel	Bucket Capacity	3 CY
8394	Loader, Wheel	Bucket Capacity	4 CY
8395	Loader, Wheel	Bucket Capacity	5 CY
8396	Loader, Wheel	Bucket Capacity	6 CY
8397	Loader, Wheel	Bucket Capacity	7 CY
8398	Loader, Wheel	Bucket Capacity	8 CY
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY

8452	Plow, Truck Mntd	Width	to 15 Ft
8453	Plow, Truck Mntd	Width	to 15 Ft
8455	Spreader, Sand	Mounting	Tailgate, Cha
8456	Spreader, Sand	Mounting	Dump Bod
8457	Spreader, Sand	Mounting	Truck (10yc
8458	Spreader, Chemical	Capacity	5 CY
8469	Pump - Trash Pump	10 MTC	2" Pump
8470	Pump	Centrifugal, 8M pump	2" - 10,000 ga
8471	Pump	Diaphragm pump	2" - 3,000 gal.
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr
8473	Pump		
8474	Pump		
8475	Pump		
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 ga
8477	Pump		
8478	Pump		
8479	Pump		
8480	Pump		
8481	Pump		
8482	Pump		
8483	Pump		
8484	Pump		
8485	Pump		
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft.
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.

8524	Scraper	Scraper Capacity	44 CY
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 L
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 L
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 L
8550	Snow Blower, Truck Mntd	Capacity	600 Tph
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph
8558	Snow Thrower, Walk Behind	Cutting Width	25 in
8559	Snow Thrower, Walk Behind	Cutting Width	60 in
8560	Snow Blower	Capacity	2,000 Tph
8561	Snow Blower	Capacity	2,500 Tph
8562	Snow Blower	Capacity	3,500 Tph
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broon
8564	The Vammas 5500	RM300	96"W x 20"
8565	Oshkosh Pavement Sweeper	H-Series	
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx5'
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal
8583	Distributor	ETNYRE Oil Distributor Model - PB348	

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in or
8638	Rake	Barber Beach Sand Rake 600HDr, towed	
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt	
8640	Trailer, Office	Trailer Size	8' x 24'
8641	Trailer, Office	Trailer Size	8' x 32'
8642	Trailer, Office	Trailer Size	10' x 32'
8643	Trailer	Haz-Mat Equipment trailer	8'x18'
8644	Trailer, Covered Utility Trailer	(7' X 16')	
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers	
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGv
8650	Trencher		
8651	Trencher		
8654	Trencher accessories	2008 Griswold Trenchbox	
8660	Plow, Cable	Plow Depth	24 in
8661	Plow, Cable	Plow Depth	36 in
8662	Plow, Cable	Plow Depth	48 in
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,5
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,7
8672	Movax SP-60	28-32 ton Head	134KW
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Wat
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150apm/500c

8711	Flat bed utility trailer	6 ton	
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity	
8717	Truck, Vacuum	60,000 GVW	
8719	Litter Picker	model 2007 Barber	
8720	Truck, Dump	Struck Capacity	8 CY
8721	Truck, Dump	Struck Capacity	10 CY
8722	Truck, Dump	Struck Capacity	12 CY
8723	Truck, Dump	Struck Capacity	14 CY
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY
8725	Truck, Dump	Struck Capacity	18 CY
8730	Truck, Garbage	Capacity	25 CY
8731	Truck, Garbage	Capacity	32 CY
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor	
8734	Attenuator, safety	that can stop a vehicle at 60 mph	
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph	
8736	Truck, tow	1987 Chevy Kodiak 70	
8744	Van, Custom	Special Service Canteen Truck	
8745	Van, step	model MT10FD	
8746	Van-up to 15 passenger	light duty, class 1	
8747	Van-up to 15 passenger	light duty, class 2	
8748	Van-cargo	light duty, class 1	
8749	Van-cargo	light duty, class 2	
8750	Vehicle, Small		
8753	Vehicle, Recreational		
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle
8820	Skidder accessory	2005 JCB Grapple Claw	
8821	Forklift, accessory	2005 ACS Grapple Bucket	
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)	
8823	Chipper- Wood Recycler	Cat 16 engine	
8824	Skidder	model Cat 525B	
8825	Skidder	40K lbs- model Cat 525C	
8840	Truck, service	fuel and lube	up to 26,000 g
8841	Truck, fuel	2009 International 1,800 gal. storage tank	
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator	
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?	
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with G
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor	
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator	
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)	
8851	Mobile Command Van	1990- Ford Econoline-Communication Van	
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)	
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)	
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip	

8943	Wire Puller Machine	Overhead Wire Pulling Machine	
8944	Wire Tensioning Machine	3000 Lbs	
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs

July 9, 2021

Deanna Naugler, City Manager
City of Webster
85 E. Central Ave.
Webster, FL 33597

Dear Ms. Naugler,

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide for the City of Webster, Florida for the year ended September 30, 2021 to 2025.

You have requested that we perform the following services:

- Prepare the financial statements of the City of Webster, Florida and the related notes to the financial statements in accordance with generally accepted accounting principles (GAAP).
- Assist with audit preparation including the preparation of supporting documentation and responding to auditor and City requests.
- Preparation of the annual report to the State of Florida Department of Financial Services and to the Office of Economic and Demographic Research.
- Advisory and consultation on general accounting issues including, but not limited to, accounting for transactions, implementation or changes in accounting policies and implementation of new accounting pronouncements.

From time to time upon request, we will assist your bookkeeper in adjusting the books of accounts with the objective that the City will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our financial statement preparation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The prevention and detection of fraud.
- 3) To ensure that the City complies with the laws and regulations applicable to its activities.
- 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements
- 5) the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 6) To provide us with—
 - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - Unrestricted access to persons within the City of Webster, Florida with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

By your signature below, you grant us permission to communicate directly with the City auditors and to provide them with access to our workpapers. You have confirmed to us that these financial statements are intended primarily for use by the City auditors and management. Should you require financial statements for other than the purpose specified in this letter, we require a separate engagement letter for such services. We do understand that the financial statements are public records as defined by Florida law, and we will comply with all pertinent provisions of the Florida public records laws, as further detailed below.

Brynjulfson CPA, P.A. acknowledges the City's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Brynjulfson CPA, P.A. acknowledges that City is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this contract and that said statute controls over the terms of this contract.

Brynjulfson CPA, P.A. further acknowledges its obligations under Florida Statute §119.0701 (2020), which include the requirements to a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service, b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law, c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Brynjulfson CPA, P.A. upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Other Relevant Information (continued)

In accordance with the provisions of Chapter 119.0701(2), Florida Statutes;

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 110, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 793-2073, BKANE@WEBSTERFL.COM, 85 E CENTRAL AVE, WEBSTER FL 33597.

The accountant must comply with public records laws, specifically to:

- 1) Keep and maintain public records required by the City in order to perform the service(s).
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Firm does not transfer the records to the City.

- 3) Upon completion of the Agreement, transfer, at no cost to the Client., all public records in possession of the Accountant or keep and maintain public records required by the City to perform the service. If the Accountant transfers all public records to the Client upon completion of the Agreement, the Accountant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Accountant keeps and maintains public records upon completion of the Agreement, the Accountant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Brynjulfson CPA, P.A. acknowledges that Section 287.133, Florida Statutes provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

This agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of Florida. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Other Relevant Information (continued)

Client and accountant both agree that any dispute that cannot be resolved by preliminary mediation as described above may be brought in a court of competent jurisdiction in the Tenth Judicial Circuit, in and for Polk County, Florida, and that all matters related to this contract/engagement shall be construed and enforced in accordance with the laws of the State of Florida. Nothing herein is intended to act as a waiver of the City's sovereign immunity and/or the limits of liability set forth in section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

Our fees for these services are based on our actual hours worked at the rates we quote you in Attachment A to this letter. From time to time, you may ask us to estimate what a specific portion, or the entirety, of the services will cost. To aid you in planning, we will attempt to assist you by providing estimates as outlined in Attachment A.

Our invoices will be rendered as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we have to terminate our services for nonpayment, or if you should elect to terminate our services for any reason, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

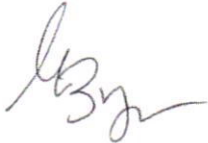
If circumstances arise relating to the condition of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk or material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment prevent us from completing our engagement, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

Brynjulfson CPA, P.A. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When original records are returned to you, it is your responsibility to retain and protect your records for compliance with the Florida public records laws. Brynjulfson CPA, P.A. will otherwise comply with the public records law requirements specified above as to any records kept by it at the completion of the services.

Brynjulfson CPA, P.A. shall provide City proof of its professional liability insurance or peer review report upon request. Either party may terminate this agreement upon thirty days written notice. This agreement may be renewed upon mutual consent of both parties.

We appreciate the opportunity to be of service to the City of Webster, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
for Brynjulfson CPA, P.A.



Mike Brynjulfson, CPA
Brynjulfson CPA, P.A., President

Response:

This letter correctly sets for the understanding of **The City of Webster, Florida.**

By: _____ Date: _____

Title: _____

City of Webster

July 9, 2021

Attachment A

	Estimated Hours	Rate Per Hour	Estimated Fee
Year end closing and preparation of schedules for the audit	16.00	\$ 165	\$ 2,640
Preparation of the basic financial statements (*)	30.00	\$ 165	\$ 4,950
Preparation of the Annual Financial Report (AFR) for the for the Department of Financial Services and the Office of Economic and Demographic Research	5.00	\$ 120	\$ 600
Questions, correspondence or meetings with the external auditors	8.00	\$ 165	\$ 1,320
Clerical time	8.00	\$ 80	\$ 640
Total Fee for Financial Reporting Officers Services			\$ 10,150.00

Rates per Hour for Professional Services

Partner/Shareholder	\$ 165
Audit Senior	\$ 120
Clerical	\$ 80

(*) – preparation of the basic financial statements includes the required financial statements exhibits, required footnote disclosures and required supplementary information.

The fees above represent the *estimated fee* for financial reporting officer services, changes in the scope of services, implementation of new GASB standards, preparation of supplementary information (other than the required supplementary information and pension related combining schedules reported as other supplementary information) or unforeseen circumstances will be billed at our standard hourly fees for the time incurred.

In addition to the year-end financial reporting officer services, any other professional services such as general accounting assistance or other consulting services will be billed in accordance with this engagement letter at the following hourly rates.

Rates are increased on July 1 of each fiscal year at the year-over-year rate of change of the consumer price index for all urban consumer (CPI-U) as reported by the U.S. Bureau of Labor Statistics (<https://www.bls.gov/cpi/>).

July 9, 2021

Deanna Naugler, City Manager
City of Webster
85 E. Central Ave.
Webster, FL 33597

Dear Ms. Naugler:

This letter confirms the agreement between City of Webster ("City"), Florida and Brynjulfson CPA, P.A. ("Accountant") for the accounting services described below.

Scope of Services

City of Webster, Florida has agreed to provide Brynjulfson CPA, P.A. access to the MCSJ Accounting Information System via remote access by our firm into your system from the Internet and also has agreed to provide electronic copies of all the monthly bank statements in order to perform the following procedures:

Standard Bank Reconciliation Services:

Our 'standard bank reconciliation services' are performed solely to reconcile the amount of Cash in Bank on your books with the amount of Cash in Bank shown on the bank statement.

This service is limited in scope and is neither designed nor intended to deter or discover fraud, embezzlements or any other irregularities.

When performing the 'standard bank reconciliation services' we **DO NOT**:

- Look at individual checks (because we do not have access to such information),
- Examine signatures, payees or any other information on any individual check (because we do not have access to such information),
- Examine the signature cards on file with the bank or determine if the correct authorized individuals have signed the check (because we do not have access to such information),
- Determine whether payee information matches what is shown in your books,
- Perform any procedures to determine whether the checks are for appropriate expenses, or
- Supervise, audit or review accounting work.

Quarterly Procedures:

- Compare MCSJ payroll register reports to the expenditure/expense accounts in the general ledger.

Quarterly Procedures (cont...):

- Compare MCSJ accounts receivable and customer deposits report to the receivables and deposit liability accounts in the general ledger.
- Other procedures as deemed necessary to produce internal financial statements.

Other Services:

- Assist the City with the mapping of revenue and expense codes to allow for proper recording of City transactions
- Assist the City with the cleaning up of the accounts payable system as there are many old purchase orders that have not been voided, cleared or received which does not allow the accounting system to generate an accurate report of valid and open purchase orders / accounts payable.

Our firm's remote access to your MCSJ Accounting Information System will be on an as-needed basis in order to perform the procedures identified above and will be for your convenience. However, by your signature below, you understand that the accounting records are solely the responsibility of City of Webster, Florida.

Our work in connection with this engagement is not intended to result in the submission or issuance of financial statements by Brynjulfson CPA, P.A. as defined by Statements on Standards for Accounting and Review Services (SSARS) issued by the American Institute of Certified Public Accountants (AICPA). As such, this engagement does not contemplate the audit, review, compilation or preparation of financial statements.

The work performed above will be done on an as-needed hourly basis, which limits our involvement and knowledge of the daily operations of the City. Because of this, there is a risk that material errors, irregularities, or noncompliance with laws and regulations, including fraud or defalcation, may exist and may not be detected by us. By signing below City of Webster, Florida acknowledges this fact and agrees to indemnify us should any of the above situations occur.

You also understand and agree, by your signature below, that you maintain sole responsibility for the appropriateness of the City's security measures related to its remote access users.

Confidentiality

During the course of this engagement we may have access to confidential information. We acknowledge that such information, regardless of its form, is confidential and proprietary to the City, and that we shall not use, copy, or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of a duly authorized officer of the City.

Fees

Our fees for these services are based upon our actual hours worked at the rates quoted below. To aid you in planning, we will assist you by providing estimates as outlined in Attachment A. After the bank reconciliations have been brought current, we will provide you a revised estimate of the monthly costs for these services.

Rates per Hour for Professional Services

Partner/Shareholder	\$	165
Senior Accountant	\$	120
Junior Accountant and Clerical Staff	\$	100

You understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to pay for services rendered or expenses incurred for this engagement, we may either discontinue performing services for you until all outstanding balances are paid, and/or may withdraw from the engagement ten (10) days after the mailing of written notice to you at the same address to which invoices are sent. You recognize that any discontinuation of work or withdrawal by us could seriously harm your interests but nevertheless specifically give your consent to us to do so regardless of any filing or other deadlines you face. As such, City of Webster, Florida acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of City of Webster, Florida's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

Mediation/Arbitration

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

City and Accountant both agree that any dispute over fees charged by the Accountant to the City will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of Florida. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

PUBLIC RECORDS In accordance with the provisions of Chapter 119.0701(2), Florida Statutes;

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 110, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 793-2073, BKANE@WEBSTERFL.COM, 85 E CENTRAL AVE, WEBSTER FL 33597.

The auditor must comply with public records laws, specifically to:

- 1) Keep and maintain public records required by the City in order to perform the service(s).
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Firm does not transfer the records to the City.

- 3) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Auditor or keep and maintain public records required by the Plan to perform the service. If the Auditor transfers all public records to the City upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Brynjulfson CPA, P.A. acknowledges that Section 287.133, Florida Statutes provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

This agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

Term

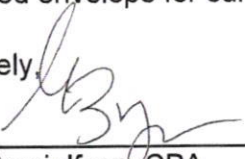
This agreement will be in effect of the annual audits of each fiscal year ending on September 30, 2021, 2022, 2023, 2024 and 2025. Either party may terminate this agreement upon thirty days written notice. This agreement may be renewed upon mutual consent of both parties

Conclusion

This letter sets forth the entire agreement relating to our services. Any prior agreements, discussions, or understandings are superseded by this letter. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement.

If this letter correctly describes our engagement, please sign the original and return it in the enclosed envelope for our files.

Sincerely,



Mike Brynjulfson, CPA
Brynjulfson CPA, P.A.

The above letter confirms our understanding of the services to be performed and the limitations of those services.

Name:

Date:

Attachment A
Estimated Cost for Bank Reconciliation and Other Services

	Hours	Rate	Estimated Fee	Total Estimated Fee through September 30, 2021
Bank reconciliations				
<i>Reconcile Monthly - October to September 2021</i>				
Per-month estimate				
Senior accountant	3.50	\$ 120	\$ 420	
Partner	1.00	\$ 165	\$ 165	
Estimated monthly cost			\$ 585	
Number of months			x12	
Extended total			<u>\$ 7,020</u>	\$ 7,020
Quarterly procedures				
Compare MCSJ payroll register reports to the expenditure/expense accounts in the general ledger				
Senior accountant	1.00	\$ 120	\$ 120	
Partner	0.50	\$ 165	\$ 83	
Compare MCSJ accounts receivable and customer deposit report to the receivables and deposit liability accounts in the general ledger				
Senior accountant	1.00	\$ 120	\$ 120	
Partner	0.50	\$ 165	\$ 83	
Compare MCSJ utility billing register reports to the revenue reported in the general ledger.				
Senior accountant	1.00	\$ 120	\$ 120	
Partner	0.50	\$ 165	\$ 83	
Estimated quarterly cost			\$ 608	
Number of quarters			x4	
Extended total			<u>\$ 2,430</u>	\$ 2,430
Total Estimated Fee for the Period 10-1-2020 to 9-30-2021				<u>\$ 9,450</u>