

**REINSTATEMENT AND FIRST AMENDMENT
TO THE INTERLOCAL AGREEMENT BETWEEN HERNANDO COUNTY
AND THE HERNANDO COUNTY SHERIFF'S OFFICE
REGARDING THE OPERATION OF THE COUNTY JAIL**

THIS REINSTATEMENT AND FIRST AMENDMENT to the Interlocal Agreement between Hernando County and the Hernando County Sheriff's Office Regarding the Operation of the Jail, dated June 2, 2010 ("the Amendment"), entered into by and between Hernando County ("the County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 North Main Street, Suite 263, Brooksville, Florida 34601, and the Sheriff of Hernando County, Florida ("the Sheriff"), a constitutional officer, whose address is 18900 Cortez Boulevard, Brooksville, FL 34601, (collectively "the Parties"), with reference to the following recitals:

RECITALS

A. The County and the Sheriff are parties to that certain Interlocal Agreement between Hernando County and the Hernando County Sheriff's Office Regarding the Operation of the Jail, dated June 2, 2010 ("the "Interlocal Agreement"). All terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement unless the context clearly indicates otherwise.

B. The Interlocal Agreement expired on September 30, 2016 in accordance with its terms.

C. Subsequent to the expiration of the Interlocal Agreement, the Parties continued to abide by the Interlocal Agreement in their respective courses of conduct.

D. The Parties now desire for the Sheriff to create additional revenue through the operation of the Hernando County Jail ("the Jail") where possible and allowable under the law.

E. To facilitate the creation of additional revenue by the Sheriff, the County and the Sheriff mutually desire to reinstate the Interlocal Agreement and to amend the Interlocal Agreement as provided below.

NOW, THEREFORE, for good and valuable consideration separate and apart from that underlying the Interlocal Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Reinstatement of Interlocal Agreement. The expiration of the Interlocal Agreement is hereby revoked and, except as expressly modified by this Amendment, the Interlocal Agreement shall be, and hereby is, reinstated in its entirety and shall be in full force and effect as if the same had never expired.

2. Repeal of Obsolete Provisions. Sections 2, 7, 10.3, and 11.3. Sections 2, 7, 10.3, and 11.3 on the Interlocal Agreement are hereby deleted as obsolete.

3. Amendment of Section 4. Section 4 of the Interlocal Agreement, Term, is hereby amended to read as follows:

4.1 Initial Term. This Interlocal Agreement went into effect on August 27, 2010, and shall continue in full force and effect until September 30, 2021 ("the Initial Term"), or until terminated as provided for in Subpart 4.3 herein.

4.2 Renewal Terms. After the expiration of the Initial Term, the Interlocal Agreement shall be automatically renewed for up to three (3) additional three-year terms (each, a "Renewal Term") unless either the County or the Sheriff terminates the Interlocal Agreement as provided for in Subsection 4.3 herein.

4.3. Either Party may terminate the Interlocal Agreement at the expiration of a Term upon written notice given not less than one hundred and eighty (180) days prior to the expiration of the then-current Term. Any election by the County or the Sheriff to terminate the Interlocal Agreement at the end of the Initial Term or any Renewal Term shall be at the sole, absolute discretion of the County or the Sheriff, respectively. In the event of termination, both Parties will take all reasonable efforts to ensure a successful transition and to minimize any adverse impact upon the operation of the Jail, the Jail's personnel, and the County's annual budget process.

4. Amendment of Section 5.3. Effective on October 1, 2018, Section 5.3 of the Interlocal Agreement, Revenues, is hereby amended to read as follows:

The Sheriff shall be authorized to enter into agreements for housing of inmates with other governmental entities for the purpose of generating additional annual revenues subject to space allowance and resource availability. Revenues from such contracts with third-parties shall be transferred into Hernando County Budget Account Number 1203-3864004 ("the HCSO Revenue Fund") to be used by the Sheriff for the program operations and enhancement or repair of the Jail. Such revenues shall be accounted for as part of the Sheriff's Office's annual, audited Financial Statements. Each year, the Sheriff shall submit a budget for the use of the funds in the HCSO Revenue Fund in accordance with Fla. Stat. Chs. 30 and 129, as they may be amended from time-to-time, to be used for: (1) personnel and operating costs associated with or required for the administration of the revenue-generating programs and (2) capital repair projects at the Jail. Any unspent balances remaining

at the end of each fiscal year shall be refunded back to the Board of County Commissioners, and subsequently deposited back to the HCSO Revenue Fund in accordance with Florida law.

5. **Amendment of Section 5.4.** Section 5.4 of the Interlocal Agreement, Revenues, is hereby amended to read as follows:

The Sheriff shall establish and maintain an Inmate Welfare Trust Fund pursuant to Fla. Stat. § 951.23(9). The percentage share of fees charged to inmates by the provider for use of the Jail's telephone system and paid to the Sheriff by their service provider will be deposited into the Inmate Welfare Trust Fund. The Sheriff shall collect and utilize such trust funds pursuant to the requirements of Fla. Stat § 951.23(9).

6. **This Amendment Governs and Controls.** Except as expressly modified hereby, the Interlocal Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Amendment are inconsistent with any of the provisions set forth in the Interlocal Agreement, the provisions of this Amendment shall govern and control.

7. **Entire Understanding.** This Amendment represents the entire understanding of the Parties as to the subject matters herein and may only be changed by a writing duly executed by the County and the Sheriff.

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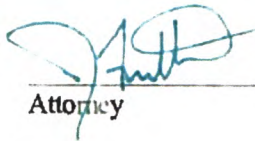
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

HERNANDO COUNTY SHERIFF'S OFFICE

07/30/18
Date

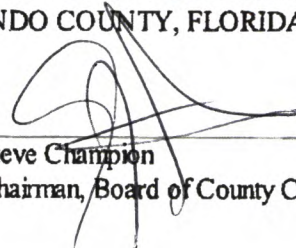
By: 
The Hon. Alvin Nienhuis
Hernando County Sheriff

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

 7/30/18
Attorney

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

8-14-18
Date

By: 
Steve Champion
Chairman, Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

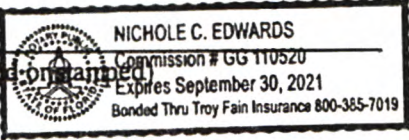

Deputy County Attorney

VERIFICATIONS

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 30 day of July, 2018,
by Alvin Nienhuis, as the Sheriff of Hernando County, who is personally known to me or who has
produced _____ as identification.

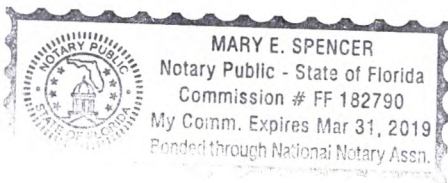
Nichole C. Edwards
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)  NICHOLE C. EDWARDS
Commission # GG 110520
Expires September 30, 2021
Bonded Thru Troy Fain Insurance 800-355-7019

(Title or rank) (Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 14th day of August, 2018,
by Steve Champion, Chairman of the Hernando County Board of County Commissioners, who is
personally known to me or who has produced _____ as
identification.



Mary E. Spencer
(Signature of person taking acknowledgment)

Mary E. Spencer
(Name typed, printed or stamped)

Notary #FF182790
(Title or rank) (Serial number, if any)