

THIRD AMENDMENT TO
COUNTY OF VOLUSIA STANDARD INTERLOCAL AGREEMENT FOR
PROVISION OF LAW ENFORCEMENT SERVICES TO THE
CITY OF DEBARY, FLORIDA

WHEREAS, the County of Volusia, hereinafter referenced as COUNTY, and the City of DeBary, hereinafter referenced as CITY, are parties to the *Interlocal Agreement For Provision of Law Enforcement Services To The City of DeBary, Florida*, with the effective date for the initial year of the 1st day of October, 2012 (hereinafter referenced as Interlocal Agreement), and

WHEREAS, CITY desires to add a new sworn personnel position (Deputy Sheriff/Investigator) to their contract, effective January 1, 2015, bringing the total of sworn personnel, including supervisors and investigators to 23 plus one (1) unsworn office worker; and,

WHEREAS, the Interlocal Agreement provides for modification of the annual compensation rate which is to include the addition of one sworn personnel to the staffing level.

NOW THEREFORE, it is agreed between the County of Volusia and the City of DeBary to amend the aforescribed Interlocal Agreement by modifying Section 11. SCOPE OF SERVICE and Section 13. COMPENSATION and LEVEL OF SERVICE, so that each section shall read as follows:

11. **SCOPE OF SERVICE.** COUNTY shall provide 24-hour law enforcement services to the CITY and enforce all laws as provided in Article 10 hereof. Effective January 1, 2015, staffing levels shall provide for a total of twenty-three (23) sworn personnel including supervisors and three investigators, as full staffing plus one (1) unsworn office worker. Patrol zones shall be identified within the municipal boundaries and staffed by patrol deputies working twelve (12) hour shifts. Office personnel shall staff a substation located within the municipal boundaries and said substation shall to be open to the public for a minimum of 8 hours per day, 5 days per week. All dispatching will be handled by the Sheriff. It is the specific understanding of the parties that in no event will any hiring freeze or other staffing condition of the Sheriff's Office, countywide, lead to any reduction of level of service provided in this Agreement or increase overtime charged to CITY under this Agreement.

It is understood that the CITY expects to receive the contracted staffing levels. The minimum staffing level will be full staffing. Every attempt within

reason will be made to insure that occasional vacancies due to sickness, vacation and/or training will be filled with additional personnel to comply with the provision of this contract.

Nevertheless, the parties understood that from time to time emergencies may require the transfer of personnel to or from the municipal limits of CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.

No officer or department of the COUNTY shall perform for the CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for the COUNTY.

13. **COMPENSATION and LEVEL OF SERVICE.** Effective, January 1, 2015, CITY shall pay COUNTY the sum of TWO MILLION, NINE HUNDRED SEVENTY-SIX THOUSAND, THREE HUNDRED SEVENTY-THREE AND NO ONE-HUNDREDTHS (\$2,976,373.00) DOLLARS for the foregoing law enforcement services for **FY14-15**, in accordance with CITY's adopted budget for said services.

COUNTY agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the COUNTY provide services either different in kind, or at a higher staffing level than that contemplated herein, the City Manager shall have the authority to negotiate with the COUNTY regarding modification of the Agreement and shall bring any modification to which the COUNTY agrees to the City Council for appropriate action. During a fiscal year, any request for modification of service levels which are not deemed material under Article 24 shall be submitted in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24, that Article shall be controlling.

COUNTY shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the COUNTY shall reconcile actual costs against the compensation set forth in this Section 13 and remit to CITY any monies due, or submit a contract modification to increase compensation during the next fiscal year if final costs for the year exceed the amount budgeted. In the event there is no Agreement for the next fiscal year, the COUNTY shall invoice the CITY for any sum due for reimbursement of actual costs and CITY shall pay such sum on or before **December 31st** of the year of invoice. The CITY pledges any legally available non-ad valorem taxes to pay any

deficit in compensation to the COUNTY for services actually rendered by the COUNTY to the CITY under this Agreement even in the event of termination of this Agreement.

This Amendment is incorporated into the Interlocal Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Interlocal Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Interlocal Agreement, the provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties to this Third Amendment to County of Volusia Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of DeBary, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

By: _____
Name: James T. Dinneen
Title: County Manager
Dated: _____

COUNTY OF VOLUSIA

By: _____
Name: Jason P. Davis
Title: County Chair
Dated: _____

By: _____
Name: Ben F. Johnson
Title: Sheriff
Dated: _____

ATTEST:

By: _____
Name: Stacy Tebo
Title: City Clerk
Dated: _____

CITY OF DEBARY

By: _____
Name: Chris Carson
Title: Mayor (Interim)
Dated: _____

By: _____
Dan Parrott, City Manager