

**FIRST 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, 2015 (hereinafter referenced as Interlocal Agreement), and

WHEREAS, the Interlocal Agreement provides for modification of the annual compensation rate;

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

13. **COMPENSATION and LEVEL OF SERVICE.** CITY shall pay COUNTY the sum of THREE MILLION, TWO HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED FORTY-FIVE AND NO ONE-HUNDREDTHS (\$3,286,645.00) DOLLARS for the foregoing law enforcement services for **FY16-17**, 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 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 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 First 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:

COUNTY OF VOLUSIA

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

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

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

ATTEST:

CITY OF DEBARY

By: _____
Name: Warren Graham
Title: City Clerk
Dated: _____

By: _____
Name: Clint Johnson
Title: Mayor
Dated: _____

By: _____
Name: Dan Parrott
Title: City Manager
Dated: _____