



July 7, 2017

Ron McLemore, City Manager
City of Debarry
16 Columba Rd
Debarry, FL 32713

Dear Mr. McLemore,

Attached for review and approval is our proposed Second Amendment to the Interlocal Agreement for the Provision of Law Enforcement for fiscal year 2017-18. The fiscal year 2017-2018 contract cost is \$3,461,258.

If additional information is required, please contact me at (386) 943-7054.

Sincerely,

A handwritten signature in blue ink that reads "Donna de Peyster".

Donna de Peyster, CPA
Deputy County Manager, CFO

attachments

DEBARY SHERIFF SERVICES WORKSHEET - FY 2017 - 2018

PERSONNEL	FTE NUMBER	BILLABLE HOURS	TOTAL HOURS	COMMENTS
CAPTAIN	1	2,080	2,080	DISTRICT CAPTAIN
LIEUTENANT	1	2,080	2,080	DISTRICT LIEUTENANTS
SERGEANT	4	2,236	8,944	PATROL SERGEANTS
SERGEANT - Investigator	1	2,080	2,080	
DEPUTY SHERIFF - Patrol	10	2,236	22,360	PATROL DEPUTIES
DEPUTY SHERIFF - Investigator	3	2,080	6,240	
DEPUTY SHERIFF -K9	1	2,548	2,548	
DEPUTY SHERIFF - Motors	2	2,236	4,472	
OFFICE ASSISTANT	1	2,080	2,080	CLERICAL STAFF
	<u>24</u>			
TOTAL BILLABLE HOURS			52,884	
FY18 BILLABLE RATE PER HOUR			\$ 65.45	
TOTAL CONTRACT PRICE FY18			\$ 3,461,258	
FY 2016-2017 Contract			\$ 3,286,645	
PERCENTAGE INCREASE			4.79%	

**SECOND 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, FOUR HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FIFTY-EIGHT AND NO ONE-HUNDREDTHS (\$3,461,258.00) DOLLARS for the foregoing law enforcement services for **FY17-18**, 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 services 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 paid by CITY in excess of actual costs incurred by COUNTY no later than December 31, 2018, or COUNTY shall invoice the CITY for the difference between actual costs incurred by the COUNTY and the compensation set forth in this Section 13 and CITY shall pay the same to the COUNTY no later than December 31, 2018. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the COUNTY for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds 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.

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IN WITNESS WHEREOF, the parties to this Second 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: Ed Kelley
Title: County Chair
Dated: _____

By: _____
Name: Michael J. Chitwood
Title: Sheriff
Dated: _____

ATTEST:

CITY OF DEBARY

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

By: _____
Name: Bob Garcia
Title: Mayor
Dated: _____

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