MODIFICATION NO. 4 TO THE INTERLOCAL AGREEMENT BETWEEN TOWN OF DUNDEE AND GRADY JUDD, AS SHERIFF OF POLK COUNTY, FLORIDA

Ois ofc

This Modification Number 4 is effective on October 1, 2024, and hereby amends paragraph 5.7 of the Interlocal Agreement executed by and between the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida whose municipality is wholly located within the boundaries of Polk County, Florida (hereinafter referred to as "TOWN") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF") (together, "the Parties"), which commenced on October 1, 2021, for a period of four (4) years.

WHEREAS, the Parties desire to modify paragraph 5.7 to include the dollar amount for Consideration for the Emergency Fire and Rescue Dispatch Services for the term of October 1, 2024, through September 30, 2025.

NOW THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. <u>MODIFICATIONS:</u>

- (a) Paragraph 5.7 Emergency Fire and Rescue Dispatch Services is amended with deleted language in "strike through" and added language in "double underline" as follows:
- 5.7 <u>Emergency Fire and Rescue Dispatch Services</u>. In addition to the amounts listed in paragraph 5.1, TOWN shall also pay the SHERIFF as payment in full for Fire/Rescue Emergency 9-1-1 telecommunication services as agreed to be performed the sum of Nine Thousand Four Hundred Forty Six Dollars (\$9,446.00) for the term of October 1, 2021, through September 30,

	-		
Initia	0.		
HHHHA	15.		

Initials:

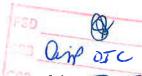
2022. The sum of Nine Thousand Nine Hundred Eighteen Dollars (\$9,918.00) for the term October 1, 2022 through September 30, 2023. The sum of Ten Thousand Four Hundred Fourteen Dollars (\$10,414.00) for the term October 1, 2023 through September 30, 2024. The annual amount for subsequent years October 1, 2024 through September 30, 2025 shall be determined each year upon the agreed to formula: Personnel Costs will be calculated using the TOWN's fire calls for service multiplied by average dispatch time multiplied by average telecommunicator rate. Operating costs will be calculated by taking the TOWN fire calls for service divided by the total fire calls for service multiplied by direct fire dispatch operating costs. The amount determined from the formula for the year October 1, 2024 through September 30, 2025 will be sent to TOWN on or before the due date and incorporated into this Agreement in the form of a modification as set forth in Section 23The sum of Ten Thousand Nine Hundred Thirty Five Dollars (\$10,935.00) for the term October 1, 2024 through September 30, 2025.

II. MISCELLANEOUS.

- (a) All terms and conditions of the Interlocal Agreement remain full force and effect. In the event of a conflict between the terms and conditions of this Modification No. 4 and the Interlocal Agreement, this Modification No. 4 shall control.
- (b) This Modification No. 4 constitutes the full and complete agreement of the Parties with respect to the subject matter and supersedes any prior contract, arrangements, and communications, whether oral or written, with respect to the subject matter.
- (c) As of the date of this Modification No. 4, each party represents that it is not aware of any facts or circumstances that would, upon satisfaction of any notice or cure requirements, constitute an Event of Default by the other party.

	-			
Initia	0.0			
mma	1.			

Initials:



- This Modification No. 4 may be executed in duplicate, each duplicate copy of this (d) Modification No. 3 shall be treated as an original, and facsimile signatures are acceptable as original signatures.
- (e) Each person signing this Modification No. 4 warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have	caused this agreement to be executed for the
uses and purposes set forth herein.	
POLK COUNTY SHERIFF'S OFFICE BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR	ATTEST ho
ardrienc mold	WITNESS TO ANDRIA MCDONALD
Date:	
APPROVED AS TO FORM: BY SHERIFF'S COUNSEL	
TOWN OF DUNDEE BY SAM PENNANT, MAYOR	ATTEST BY CITY CLERK
	WITNESS
Date:	PRINT NAME
APPROVED AS TO FORM:	
TOWN OF DUNDEE ATTORNEY	
Date:	

Page 3 of 3

Initials: