

FSD	
CSB	NS
GCS	W

**MODIFICATION NO. 3  
TO THE INTERLOCAL AGREEMENT BETWEEN  
TOWN OF DUNDEE AND GRADY JUDD, AS SHERIFF OF POLK COUNTY, FLORIDA**

This Modification Number 3 hereby amends Articles 2 and 5 of the Interlocal Agreement, Modification No. 1, and Modification No. 2, executed by and between 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").

WHEREAS, the Parties desire to amend the interlocal agreement for a third time to add additional services.

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:

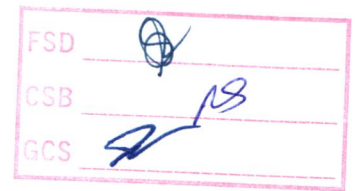
I. MODIFICATIONS:

(a) ARTICLE 2 – LEVELS OF SERVICE is amended with deleted language in "strike through" and added language in "double underline" as follows:

2.4 Safety Cameras. SHERIFF shall provide the TOWN with surveillance cameras for the purpose of crime awareness and prevention. SHERIFF will determine the location and positioning of the cameras for optimal performance. The TOWN agrees to provide SHERIFF permission to install the cameras at designated locations. All rights and manner of use of cameras, and all rights, titles, interest, and use of camera data, shall remain in the control of SHERIFF.

Initials: \_\_\_\_\_

Initials: am



(b) ARTICLE 5 - CONSIDERATION is amended with deleted language in “strike through” and added language in “double underline” as follows:

5.5 The TOWN agrees to reimburse the SHERIFF yearly for the cameras set forth in paragraph 2.4 and for the cost of installation. The TOWN agrees to submit payment to the SHERIFF within thirty (30) days of invoice.

~~5.55.6.~~ The TOWN shall make monthly payments in advance in the amount of one-twelfth (1/12) of the base contract amount. Monthly payments shall be made prior to the first day of each month. Additional law enforcement services requested by the TOWN, as set forth in Article 2.2(b)(2) of this Contract shall be invoiced by the SHERIFF as provided and shall be paid by the TOWN within thirty (30) days.

~~5.65.7.~~ Emergency Fire and Rescue Dispatch Services. 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, 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*

FSD \_\_\_\_\_  
CSB \_\_\_\_\_  
GCS \_\_\_\_\_

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 23.

II. MISCELLANEOUS.

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

Initials: \_\_\_\_\_

Initials: am

FSD \_\_\_\_\_  
CSB \_\_\_\_\_  
GCS \_\_\_\_\_

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

Andria McDonald

Date: 11/16/24

ATTEST

Loni Mays  
WITNESS TO ANDRIA MCDONALD

APPROVED AS TO FORM:  
BY SHERIFF'S COUNSEL

[Signature]

TOWN OF DUNDEE  
BY SAM PENNANT, MAYOR

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST  
BY TOWN CLERK

\_\_\_\_\_

PRINT NAME

APPROVED AS TO FORM:

BY \_\_\_\_\_  
TOWN OF DUNDEE ATTORNEY

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Initials: am