

INTERLOCAL AGREEMENT

THIS AGREEMENT is made by and between the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, which is a municipality 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").

WHEREAS, the TOWN has heretofore maintained a high level of professional law enforcement services for the benefit of its citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining the high level of competent professional law enforcement services, and

WHEREAS, the TOWN is desirous of maintaining its law enforcement powers but at the same time wishes to provide for daily law enforcement services through a contractual agreement, and

WHEREAS, the TOWN is also desirous of obtaining its emergency telecommunications services through a contractual agreement, and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services along with emergency telecommunication services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is undertaken for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources, and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law.

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NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

a. Sergeant shall mean an individual who is appointed by the SHERIFF, as a supervisor who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

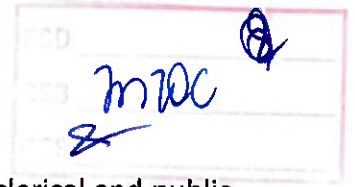
b. Deputy Sheriff shall mean an individual, other than those described in a. above, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.

c. Telecommunicator shall mean an individual who is appointed by the SHERIFF, and defined as a person who receives, processes, and dispatches calls for emergency service.

d. Patrol Unit shall mean one (1) staffed marked patrol car and all standard equipment as defined by the SHERIFF's General Orders.

e. The local Sheriff's Station for the TOWN shall mean the law enforcement office space provided by the TOWN as set forth in Article 4, located within the TOWN.

f. Service shall mean comprehensive law enforcement services provided each day of the year on a twenty-four (24) hour per day basis.



g. Secretary shall mean an individual who performs operational, clerical and public relations duties and tasks specific to the position; interacts and cooperates positively with co-workers; responds politely to customers; and functions under intense time pressure in a positive manner to supervision.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Telecommunications and Emergency Fire/Rescue Dispatch Service.

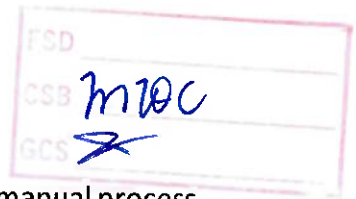
(a). The SHERIFF shall provide to the TOWN professional telecommunications services within and throughout the jurisdiction of the TOWN.

(b). Upon receipt of the emergency call from within the TOWN’s jurisdiction, the telecommunicator will coordinate dispatch and radio communication services for law enforcement, fire and emergency medical services for the TOWN.

(c). Telecommunication services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, an agency receiving, processing, and dispatching calls for service.

(d). Performance of all duties and responsibilities of the telecommunicators shall be in accordance with SHERIFF’s General Orders.

(e). The parties acknowledge that communications interoperability has been identified as a critical element of the public safety response network. The parties agree to acquire and utilize the same radio communications technology platform in order to be directly interoperable with all other agencies on the system. Radio communications technology platform refers to the radio equipment (portables, mobiles, control stations, consoles) which operate on the current radio system. The equipment utilized must be capable of direct interoperability using



a shared system and shared channels or talk groups without requiring any type of manual process or intervention such as gateways, bridges, patches, etc.

The parties agree to adhere to the communications protocols, including the requirement to utilize common radio terminology (codes, plain text), which may be discipline specific between fire-rescue and law enforcement.

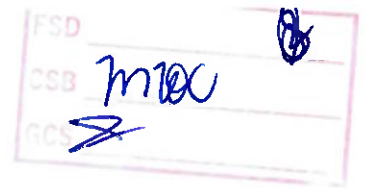
(f). The parties recognize that each agency may have specific response matrices that dictate which resources will be sent to specific responses, though these may differ from like agencies. The telecommunicator shall dispatch the appropriate units for emergency incidents based on each agencies' requirements and directives.

(g). The purpose of this Agreement shall be to receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety/emergency services radio communications.

2.2 Law Enforcement Patrol Services. (a). The SHERIFF shall provide to the TOWN, for the term set forth in this Agreement, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

(b). The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the agreement set forth herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.

(1). The Sheriff shall provide exclusively to the TOWN a total of (1) sergeant, nine (9) deputy sheriffs (which includes two (2) school resource deputies), and one (1) secretary.



The two (2) school resource deputies are contingent upon continued funding by the Polk County School Board.

(2). The SHERIFF shall provide to the TOWN additional deputy sheriffs as mutually agreed upon by the SHERIFF and the TOWN.

(c). Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments.

(d). While contracted to provide law enforcement services, deputy sheriffs will enforce Polk County Ordinances that are applicable within the corporate limits of the TOWN, and Statutes of the State of Florida. Deputy Sheriffs are authorized to enforce the TOWN's Ordinances, which are normally enforced by municipal police. Performance of all duties of deputy sheriffs shall be in accordance with the SHERIFF's General Orders. For TOWN Ordinance purposes, the SHERIFF's operations, management and performance obligations hereinunder shall be considered the TOWN Police Department.

(e). The SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN, the following expertise, services, and facilities:

- Traffic Crash Investigations/Traffic Homicide Investigations;
- Marine Patrol;
- Agricultural Unit (Patrol and Investigations);
- Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations and Collection of Evidence);
- Aviation Support;

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- Special Investigations to include: Organized Crime Investigations, Homeland Security, Intelligence Gathering Activities, Criminal Street Gang Investigation and Suppression, and Drug Enforcement;
- Prisoner and Jail Services;
- Records Retention;
- Property and Evidence Section;
- Sheriff Service Officers;
- Patrol and Detection Canine Support;
- Special Weapons and Tactics Team (SWAT);
- Training Section;
- Task Force Personnel;
- Crime Prevention;
- Citizens Assisted Patrol (Volunteers);
- Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
- Reserve Deputy Sheriffs;
- Administrative Investigations (Internal Affairs);
- Emergency and Unusual Occurrences (i.e., hurricanes, tornadoes, etc.);
- Any other such units or services as the Polk County Sheriff's office may provide normally.

(f). The SHERIFF shall provide the TOWN upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff(s) beyond those services described

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herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies.

(g). In the event of an emergency response call and/or an exigent circumstance arises; deputy sheriff(s) assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.

2.3 Administrative Responsibilities. (a). The one (1) sergeant, nine (9) deputy sheriffs, and one (1) secretary will perform all duties and responsibilities consistent with the SHERIFF's General Orders, and this Agreement under the direction of the SHERIFF.

(b). The sergeant or designee will notify the TOWN Manager or designee in a timely manner of any major/significant crimes, incidents, unusual occurrences, or emergencies that occur within the TOWN.

(c). The sergeant shall provide a daily report(s) to the TOWN Manager or designee, at his office, consisting of service activity, segregated by type and geographic locations where applicable.

(d). A formal analysis of law enforcement related trends and indicators within the TOWN shall be prepared and presented to the TOWN on a semi-annual basis by the SHERIFF and shall include the formalized Uniform Crime Report(s) (UCR) and other crime data as contained in the SHERIFF's crime analysis system.

(e). The TOWN and SHERIFF recognize that professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the sergeant or designee shall have the discretion to determine staff

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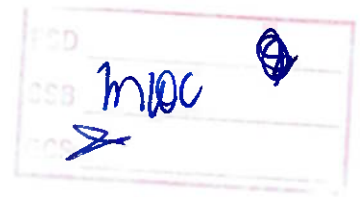
allocation, and assignments in alignment with ongoing law enforcement activity analysis so long as the level of service required by this Agreement is not thereby degraded.

(f). The sergeant or designee shall be responsible for attending all Commission Meetings. The sergeant or designee shall attend community meetings and meetings with the TOWN staff which involves issues of mutual concern or when needed to provide advice or consent on law enforcement issues and other meetings, as requested by the TOWN.

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.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Assignment of Law Enforcement. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy sheriff of the SHERIFF so empowered hereby engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be sworn officers of the TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Agreement. The SHERIFF shall have and maintain the responsibility



for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein. SHERIFF shall give reasonable consideration to reassignment of personnel serving the TOWN upon reasonable request of the TOWN.

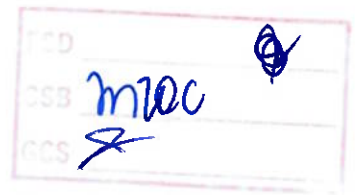
3.2 Employment Responsibility. (a). The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to pension funds (as provided herein) or to the Florida Retirement System, insurance premiums or payments, Workers' Compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

(b). The SHERIFF shall be financially responsible for all accrued vacation time and sick time benefits of the Transferred Employees during the course of employment with the SHERIFF in the following manner:

(1). Transferred Employees separating from the SHERIFF after successfully completing the probationary period will be compensated for a maximum of two hundred forty (240) vacation hours in accordance with the SHERIFF'S General Order 22.11.

(2). For purposes of determining the accrued rate for vacation leave, the SHERIFF shall utilize the Transferred Employees' latest hire date with the TOWN.

(3). Transferred Employees separating from the SHERIFF will not be paid for unused sick leave pursuant to SHERIFF's General Order 22.11.



(4). Transferred Employees were eligible to join the sick leave pool of the SHERIFF if contribution requirements are able to be met with transferred sick leave time.

(5). Transferred Employees will accrue holiday time pursuant to SHERIFF's General Order 22.11.

(6). All Transferred Employees shall be eligible for promotional opportunities based upon their years of service with the TOWN and other qualifications.

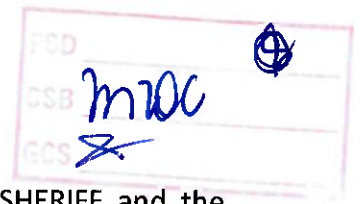
3.3 Employment: Right of Control. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.4 SHERIFF's General Orders. The SHERIFF shall provide the TOWN a copy of the SHERIFF's General Orders, including any updates and amendments added after publication.

3.5 Recognitions and Awards. Recognitions and Awards shall be paid for by the SHERIFF.

ARTICLE 4 – TOWN'S RESPONSIBILITIES

4.1 Office Space. (a). The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building and/or ground maintenance, pest control, alarm services, and janitorial services for those facilities designated as the Station. The SHERIFF shall maintain the Station in a clean and sanitary condition, free from trash and debris, with normal use excepted. In the event the SHERIFF, his employees, or appointees destroy, deface, damage, impair, or remove any part of the Station, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.

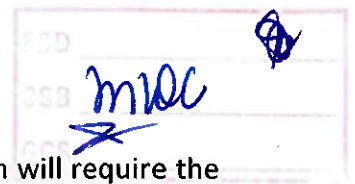


(b). Future space planning shall be coordinated with the SHERIFF and the TOWN.

(c). The use and occupancy by the SHERIFF of the Station shall include the use of common areas shared with others entitled thereto, including but not limited to, the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN; subject to the terms and conditions of this Agreement.

(d). The TOWN shall, during the term of this Agreement, at its sole cost and expense, maintain appropriate insurance coverage to include general liability and fire and casualty coverage, either through a commercial insurance carrier or a self-insurance program of sufficient coverage, to protect the TOWN and the SHERIFF in the event of claims relating to the Station or damage and/or destruction of the Station provided to the SHERIFF under this Agreement. The TOWN shall provide a copy of its insurance policy or self-insurance policy certificate to the SHERIFF within thirty (30) days of the effective date of this Agreement.

(e). If for any reason the TOWN fails to provide the SHERIFF with a Station, as required above, the SHERIFF is relieved from his obligation to provide, inside the boundaries of the TOWN, those contracted or future contracted administrative services, including all positions indicated in this Agreement, and such other services which required a physical structure within the TOWN. All positions indicated in this Agreement will be relocated to the SHERIFF's District headquarters office and will carry out their job functions as required under this Agreement from said location.



(f). The TOWN's failure to provide the SHERIFF with a Station will require the SHERIFF's Deputies to attend roll call at the SHERIFF's Southeast District Command, and any additional travel time incurred will, as agreed upon by the TOWN and the SHERIFF, be part of the contracted hours.

4.2 Ordinances. The TOWN shall provide two (2) copies of the TOWN Ordinances as adopted, with updates as received, to the SHERIFF.

ARTICLE 5 – CONSIDERATION

5.1. Professional Law Enforcement/Telecommunication Services. TOWN shall pay the SHERIFF as payment in full for services herein agreed to be performed the sum of one million one hundred thirty eight thousand nine hundred twenty four dollars (\$1,138,924.00) for the term of this Agreement.

5.2 If the price of fuel exceeds \$4.00 a gallon, for a calendar month (average price per month), the TOWN and SHERIFF shall negotiate in good faith, in a manner mutually agreed upon, by both parties a fuel adjustment reimbursement that shall be invoiced by the SHERIFF as incurred and paid within thirty (30) days.

5.3 Additional law enforcement services requested by the TOWN, as set forth in Article 2.2 of this Agreement, shall be invoiced and compensated monthly at actual wage and benefit rate.

5.4 Supplemental law enforcement services requested by the TOWN, as set forth in Article 2.2(f) of this Agreement, shall be invoiced and compensated monthly at the actual wage and benefit rate of the deputy sheriff.

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5.5 The TOWN agrees to reimburse the SHERIFF for the cameras set forth in paragraph 2.4 and for the cost of installation. Cameras currently in place at the start of the term of this Agreement shall be invoiced on October 1, 2026. If the parties agree to add additional cameras during the term of this Agreement, the costs of the cameras and installation shall be invoiced as they are added. The TOWN agrees to submit payment to the SHERIFF within thirty (30) days of invoice.

5.6 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 Agreement, shall be invoiced by the SHERIFF as provided and shall be paid by the TOWN within thirty (30) days.

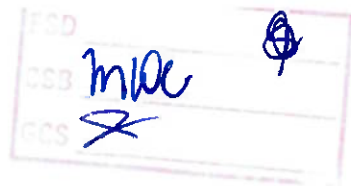
5.7 Emergency Fire and Rescue Dispatch Services. In Addition to the amounts listed set forth above, TOWN shall also pay to the SHERIFF as payment in full for Fire/Rescue Emergency 9-1-1 telecommunication services as agreed to be performed the sum of twelve thousand fifty six dollars (\$12,056.00).

ARTICLE 6 – AUDIT OF RECORDS

The TOWN or designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

ARTICLE 7 – FINES, FORFEITURE, PAYMENT

7.1 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be transferred to the SHERIFF and used by the SHERIFF for law enforcement education purposes of supplementing



training for deputies assigned to the TOWN. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement education activities.

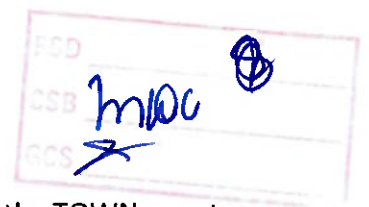
7.2 All fines and forfeitures levied and collected pursuant to Chapter 316, Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21, Florida Statutes.

7.3 The TOWN shall adopt the Polk County Alarm Ordinance, which shall be enforced by the SHERIFF.

7.4 Apart from such funds, the TOWN shall have no claim or right to any other monies or things of value which TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

ARTICLE 8 – HOLD HARMLESS

8.1 To the extent and limits permitted by controlling law, the SHERIFF will indemnify and hold harmless the TOWN against any claims, and the cost of defending such claims, including but not limited to reasonable attorney's fees (both trial and appellate), filed against the SHERIFF and/or the TOWN, arising directly or indirectly, as a result of, or in connection with any intentional and/or negligent acts or omissions of the SHERIFF's office or its deputies', agents', or employees' related to the services provided in this Agreement. Provided however, in no event will the SHERIFF pay any attorney's fees and/or costs connected with an action brought by the TOWN against the SHERIFF related to the services provided in this Agreement to the extent that



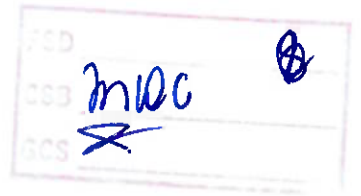
such an action does not arise out of the indemnification given by the SHERIFF to the TOWN as set forth herein.

8.2 To the extent and limits implemented under controlling law, the TOWN will indemnify and hold the SHERIFF harmless against any claims, and the cost of defending such claims, including but not limited to reasonable attorney's fees (both trial and appellate), filed against the TOWN and/or the SHERIFF, arising directly or indirectly, or as a result of, or in connection with any intentional and/or negligent acts or omissions of the TOWN, its agents', or employees'. Provided however, in no event will the TOWN pay any attorney's fees and/or costs connected with an action brought by the SHERIFF against the TOWN to the extent that such an action does not arise out of the indemnification given by the TOWN to the SHERIFF as set forth herein.

8.3 Nothing contained herein shall be construed to limit or modify the provisions of Section 768.28, Florida Statutes, as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF or the TOWN pursuant to the provisions of Chapter 768, Florida Statutes.

ARTICLE 9 – INDEPENDENT CONTRACTOR

The SHERIFF, for the purpose of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested to the SHERIFF and his Deputies pursuant to Article 3.



ARTICLE 10 – TERM

This Agreement shall remain in full force and effect commencing October 1, 2026, and ending September 30, 2027, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms hereof.

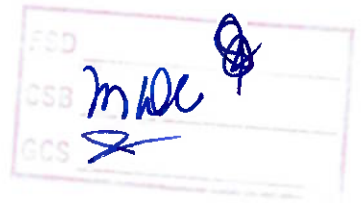
ARTICLE 11 – TERMINATION

This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than one hundred and eighty (180) days in the manner set forth in Article 14 of this Agreement. However, termination of this Agreement shall not abridge or modify the obligations pertaining to the reestablishment of a police department; the parties agree there will be no lapse in law enforcement services.

ARTICLE 12 – TRANSITION

12.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

12.2 In the event of termination or upon expiration of this Agreement, the SHERIFF will return, at the request of the TOWN, an equal amount of equipment, supplies, vehicles, fixtures, and furnishings transferred from the TOWN.



ARTICLE 13 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

13.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect:

(a). His making and executing this Agreement shall create a legal obligation upon himself and the Polk County Sheriff's Office.

(b). This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.

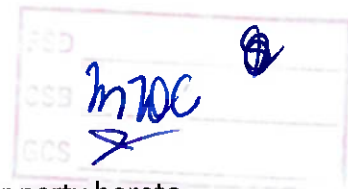
13.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder is intended to in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida or any policy, rule, and/or ordinance of the County, or the laws of the State of Florida.

13.3 The Mayor, by his/her execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the TOWN.

13.4 Nothing herein contained and no obligation on the part of the TOWN to be performed herein under is intended to in any way be contrary to or in contravention of any policy, rule and/or ordinance of the TOWN or the laws of the State of Florida.

ARTICLE 14 – NOTICE

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States Mail, registered or certified, return receipt requested, postage



prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the TOWN, to:

Town of Dundee
Attn: Town Manager
Post Office Box 1000
Dundee, Florida 33838

With a Copy to:

Town of Dundee Attorney

In case of the SHERIFF, to:

Polk County Sheriff's Office
Attn: Office of Legal Affairs
1891 Jim Keene Blvd
Winter Haven, Florida 33880

ARTICLE 15 – NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the TOWN, which consent must be evidenced by a duly passed resolution.

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ARTICLE 16 – THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 17 – COMMUNICATIONS

All Communications related to Law Enforcement, Detention, and Law Enforcement Related Telecommunications issues will first be routed through the Town Manager’s Office who will in turn route them to the SHERIFF.

ARTICLE 18 – IMPACT FEES

Notwithstanding any provision herein to the contrary, TOWN shall be entitled to keep the funds generated from any impact fee imposed to be utilized for proper and allowable law enforcement capital recovery costs as agreed upon by the SHERIFF and TOWN and consistent with Florida law and the TOWN’s Code of Ordinances.

ARTICLE 19 – EDWARD BYRNE GRANT

All purchases made with monies awarded through the Edward Byrne Grant shall be mutually agreed upon by the SHERIFF and the TOWN.

ARTICLE 20 – JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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ARTICLE 21 – ENTIRE AGREEMENT

This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

ARTICLE 22 – SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

ARTICLE 23 – AMENDMENTS OR MODIFICATIONS

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modifications of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

ARTICLE 24 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

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ARTICLE 25 – FORUM AND VENUE

All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

Andria McDonald

Marilyn Cray
WITNESS TO ANDRIA MCDONALD

Date: *4/9/20*

APPROVED AS TO FORM:
BY SHERIFF'S GENERAL COUNSEL

[Signature]

TOWN OF DUNDEE
BY SAM PENNANT, MAYOR

ATTEST
BY TOWN CLERK

Date: _____

APPROVED AS TO FORM

BY: _____
TOWN OF DUNDEE ATTORNEY

Initial: _____

Initial: *an*