

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE  
AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES**

**THIS FIRST AMENDMENT (“Amendment”)** to the Interlocal Agreement for Supplemental Operational Assistance And Voluntary Cooperation For Animal Control Services by City of Deltona and the County of Volusia (“**Agreement**”), is made and entered into by and between the **COUNTY OF VOLUSIA (“County”)**, a body corporate and politic and a political subdivision of the State of Florida, and the **CITY OF DELTONA (“City”)**, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, for the purpose of extending and increasing sheltering services where available. Collectively, the County and the City are referred to herein as the “**Parties.**”

**WHEREAS**, on or about July 22, 2020, the County and the City entered into the Agreement, for an initial term through July 22, 2025, with an additional five year period through July 22, 2030;

**WHEREAS**, the Parties desire to cooperate in animal control services which permit voluntary cooperation and assistance between the Parties for the purposes set forth herein; provide for rendering assistance in emergency situations and providing assistance for the purposes of animal search and rescue as well as pet sheltering for animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

**WHEREAS**, the Parties desire and agree to make changes to the Agreement’s Sheltering terms and those involved in rendering assistance in emergency situations; and amend the Agreement.

**WHEREAS**, the Parties agree that this First Amendment shall supplement the Parties’ Interlocal Agreement, which shall remain in full force and effect after execution of this First Amendment.

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, and other consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the foregoing recitals are true, correct and material to this Amendment.
2. The Parties agree to amend Section 3 (Incidents Eligible for Supplemental Operational Assistance) of the Agreement to read, in whole, as follows:

**Incidents Eligible for Supplemental Operational Assistance.** The County will provide supplemental operational assistance to the City in response to the following:

- A. Situations and incidents which may result in the seizure of animals pursuant to Sections 767.12 through 767.136, and Section 828.073, Florida Statutes.

- B. Criminal investigations involving animals pursuant to Sections 828.12 through 828.13, and Section 828.29, Florida Statutes.
- C. Animal search and rescue and pet sheltering during a declared local state of emergency.
- D. Spay/neuter services, vaccinations, and licensing for animals brought by the City's animal control services, or residents of the City who qualify for eligibility under the County's low- cost pet spaying and neutering program. The County shall establish a fee schedule for those spay/neuter services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.
- E. Sheltering services for dogs under investigation for dangerous dog determination and bite quarantine as space is available in the County facility as determined by the County Animal Services Director. The County shall establish a fee schedule for those services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.

Except as otherwise provided herein, all other portions of Section 3 shall remain unaltered.

3. The Parties agree to amend Section 8 (Liabilities and Responsibilities of Parties) of the Agreement to read, in whole, as follows:

**Liabilities and Responsibility of Parties.**

D. The County and the City agree to share both unique and common emergency response resources for the purpose of providing expeditious and effective emergency service delivery to County and City citizens alike. To ensure the highest level of service possible, the City's animal control services may request supplemental operational assistance from the County's animal control services in the event the City's services are unavailable to address those incidents specified herein. The County agrees to provide to the City the personnel and equipment necessary for the Supplemental Operation Assistance Services specified herein at the hourly rate of \$102.59 per hour, plus fees paid to an appropriate shelter (the County reserves the right to transport animals to a shelter of its choice); fees for emergency and/or necessary veterinarian services; and fees paid for spay and neuter services. All personnel billing for their time for Supplemental Operation Assistance Services to the City will do so in increments of one-quarter (¼) of an hour (i.e., fifteen minute) and shall round said time to the nearest such increment. ~~Because the services provided by both the County and City are reciprocal in nature, each Party shall bear the costs of providing such services and neither Party shall owe any monetary payments or reimbursements to the other for personnel, equipment, or fuel or other expendable supplies provided pursuant to this Agreement.~~

Except as otherwise provided herein, all other portions of Section 8 shall remain unaltered.

4. This Amendment sets forth the entire modification to the Agreement, unless the Agreement

is otherwise amended or modified in accordance with the terms of the Agreement. This Amendment supersedes all prior proposals, agreements, and communications, both written and oral, regarding the matter described herein.

5. This Amendment is incorporated by reference into the Agreement, as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement, as previously amended, shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the Parties. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Agreement, this Amendment shall govern and control.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties to this First Amendment to the Interlocal Agreement Supplemental Operational Assistance And Voluntary Cooperation For Animal Control Services by City of Deltona and the County of Volusia have caused the same to be signed by their duly authorized representatives as set forth below.

**CITY OF DELTONA**

**COUNTY OF VOLUSIA, FLORIDA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeffrey S. Brower  
County Chair  
Date: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
George Recktenwald  
County Manager  
Date: \_\_\_\_\_