

**AMENDMENT #1
TO THE
AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT
AND
THE CARROLL COUNTY SHERIFF'S DEPARTMENT
DATED MARCH 1, 2009**

The Holiday Island Suburban Improvement District No. 1 of Carroll County, Arkansas, hereinafter referred to as "DISTRICT," and the Carroll County Sheriff's Department, hereinafter referred to as "DEPARTMENT," do hereby agree to amend the agreement for law enforcement services, hereinafter referred to as the "AGREEMENT," effective March 1, 2009, between the DISTRICT and the DEPARTMENT.

WITNESSETH:

THAT WHEREAS, the DISTRICT and the DEPARTMENT previously entered into certain AGREEMENT effective as of March 1, 2009; and desire to amend the AGREEMENT effective as of the execution of this amendment, and;

WHEREAS, the DISTRICT and the DEPARTMENT desire to extend the term of the AGREEMENT dated March 1, 2009 for an additional two year period, and;

WHEREAS, the DISTRICT and the DEPARTMENT have previously adhered to all the terms and conditions of said AGREEMENT.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the DISTRICT and the DEPARTMENT hereby agree to the following changes:

8. **GASOLINE ALLOWANCE:** The District will provide fuel for the two permanently assigned deputy vehicles up to a maximum of ~~4,000~~ **2,600** gallons (~~2,000~~ **1,300** gallons per vehicle) per year. Said fuel shall be obtained by assigned deputies, deputies working in lieu of assigned deputies (Section 3), and deputies (including reserves) that add additional police coverage specifically to the District. Said fuel shall be exclusively obtained from the District fueling station located at the District Maintenance Facility. A fuel log shall be maintained jointly by both assigned District staff and the assigned deputies. All other vehicle expenses, including repairs and maintenance, shall be borne by the Department.

10. **TERM OF AGREEMENT.** The *first amended* term of this agreement is for a period of two years, commencing on the 1st day of March, 2009 **2011**, and ending on the 28th day of February, **2014** **2013**. The District and the Department are jointly granted the option to renew this agreement for two (2) additional two-year periods, provided said parties can mutually agree upon terms no less than thirty (30) days prior to the expiration of the agreement. The new terms will be set forth in an amendment attached to this agreement and signed by both parties prior to the expiration of this agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

Signed this ____ day of _____, 2011.

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT

BY: _____
Bruce Larson, Chairman

BY: _____
Dixie Mills, Secretary

CARROLL COUNTY, ARKANSAS

BY: _____
Carroll County Judge

BY: _____
Carroll County Sheriff

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made on this 1st day of March, 2009, between the CARROLL COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as "the Department", and HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT, hereinafter referred to as "the District".

In consideration of the mutual covenants set forth below, the Department and the District agree as follows:

1. SERVICES TO BE RENDERED. The Department will provide the District with two permanent, full time commissioned deputy sheriffs, to patrol, conduct investigations, provide traffic control, provide general law enforcement protection, and other duties typically performed by deputy sheriffs of Carroll County, Arkansas. The Department will provide vehicles, basic law enforcement equipment, and training, as necessary, and including all relative provisions of this agreement. The Department agrees to fully cooperate with the District and consider recommended enforcement activities made by the District, but the control and final decisions with regard to the manner of operation of the deputy sheriffs shall be made by the Sheriff and/or the Sheriff's designee. In addition, the Department agrees to fully support the District's efforts to supplement law enforcement services in Holiday Island through recruitment efforts to the Department's reserve deputy program.

2. COVERAGE AREA. The coverage area of this agreement consists of (a) the entire physical boundaries of HISID; and (b) occasionally other areas in Carroll County. The District recognizes that deputies permanently assigned to the District may, on occasion, be asked to respond to emergencies or perform administrative responsibilities outside the corporate limits of Holiday Island.

3. DEPUTY SHERIFF'S HOURS. All deputies permanently assigned to the District will be on duty for 40 hours per week, and otherwise, as circumstances may dictate. At any time during which a permanently assigned deputy sheriff is not on duty after scheduled hours at the District, the Department will respond to all calls within the boundaries of HISID. At any time during which a permanently assigned deputy sheriff is not on duty due to

vacation, extended training, or extended sick leave in excess of five (5) consecutively scheduled work days, the Department will provide a replacement deputy sheriff to cover the balance of scheduled hours.

4. DOCUMENTS TO BE PROVIDED BY CARROLL COUNTY SHERIFF'S DEPARTMENT. The Department will provide weekly planned time schedules of assigned deputies, in advance, to the HISID District Manager. In addition, a monthly activity report (substantially in the form of Attachment A) will be provided to the District Manager concerning police activity at the District. Said activity report shall be submitted to District Manager no later than the 2nd Thursday of each month for the previous months' activity. A detailed daily report from each permanently assigned deputy (substantially in the form of Attachment B) will be submitted on a weekly basis to the District Office; said report will be used to calculate the percentage of time deputies are on duty within the corporate limits of Holiday Island.

5. COMPENSATION. Base salary plus related taxes, insurance and benefits will be reimbursed at 100% to the Carroll County Sheriff's Department by the District for each deputy assigned to the District when deputy coverage is 80% or more within the corporate limits of Holiday Island based on submitted detailed daily reports per deputy on a weekly basis. The District will reimburse the Carroll County Sheriff's Department for only actual hours worked within the corporate limits of Holiday Island when deputy coverage is less than 80%. Changes in permanently assigned deputies to the District will be disclosed by the Sheriff's Department and discussed with the HISID District Manager. If there is a decrease or increase in the base salary of an officer as a result of this change, or for any other reason, the HISID District Manager will be notified.

6. HOUSING ALLOWANCE. The District will provide a housing allowance of \$250 per month directly to each assigned deputy if that deputy resides full time within the boundaries of the District and agrees to respond to off-duty emergency calls. At no time during the term of this agreement will more than two (2) housing allowances per month be reimbursed by the District. Any compensated deputy must reside within the boundaries of the District for the entire month before reimbursement is made for that month. Proof of

residency by a compensated deputy will be required prior to each monthly reimbursement, and remittance by the District will be made on the first Thursday following receipt of each proof of residence. Residency by District-assigned deputies is not required, but is strongly encouraged.

7. UNIFORM REIMBURSEMENT. The District will reimburse the Carroll County Sheriff's Department for assigned deputy's uniform allowance up to a maximum of \$300 per deputy annually, but only in the event such expenditure is incurred. For purposes of this agreement, "uniform" is defined as the Deputy's apparel, and does not include other items such as footwear, belts, accessories, protective vests, or firearms. Proof of expenditure must be provided by the Department before reimbursement is made. Any contributions of equipment, by the District, to the assigned deputies, will be approved, distributed, and monitored by the Carroll County Sheriff's Department.

8. GASOLINE ALLOWANCE. The District will provide fuel for the two permanently assigned deputy vehicles up to a maximum of 4,000 gallons (2,000 gallons per vehicle) per year. Said fuel shall be obtained by assigned deputies, deputies working in lieu of assigned deputies (Section 3), and deputies (including reserves) that add additional police coverage specifically to the District. Said fuel shall be exclusively obtained from the District fueling station located at the District Maintenance Facility. A fuel log shall be maintained jointly by both assigned District staff and the assigned deputies. All other vehicle expenses, including repairs and maintenance, shall be borne by the Department.

9. SCHEDULE FOR REIMBURSEMENT. The Carroll County Treasurer's Office will submit an itemized invoice, based on detailed reports submitted by the Department, to the District each calendar quarter for all of the agreed-upon reimbursements. These shall be paid by the District upon receipt of such invoice.

10. TERM OF AGREEMENT. The term of this agreement is for a period of two years, commencing on the 1st day of March, 2009, and ending on the 28th day of February, 2011. The District and the Department are jointly granted the option to renew this agreement for two (2) additional two-year periods, provided said parties can mutually agree upon terms no less than thirty (30) days prior to the expiration of the agreement. The new

terms will be set forth in an amendment attached to this agreement and signed by both parties prior to the expiration of this agreement.

11. **INDEMNIFICATION.** The Carroll County Sheriff's Department agrees to protect, defend, indemnify and hold the District harmless from any and all claims, liability, expenses or damages in any action, suit or proceeding brought by a third party in which the Department is determined negligent in the performance or failure to perform activities under this Agreement subject to the limitations under Arkansas law. Likewise, the Holiday Island Suburban Improvement District agrees to protect, defend, indemnify and hold the Department harmless from any and all claims, liability, expenses or damages in any action, suit or proceeding brought by a third party in which the District is determined negligent in the performance or failure to perform activities under this Agreement subject to the limitations under Arkansas law. It is clearly understood by both parties that the employees performing duties required by this agreement, including deputy sheriffs, supervisory officers, and administrative/support staff of the Carroll County Sheriff's Department shall remain Carroll County Sheriff's Department employees.

12. **SEVERABILITY.** Each paragraph, clause and sentence of this contract, while integral to this agreement, shall be severable. If any paragraph or clause of this agreement shall be determined to be unenforceable, each and every other clause and paragraph shall remain in full force and effect.

13. **WAIVER.** The waiver by the District of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

14. **ENTIRE AGREEMENT.** This written agreement represents the entire understanding of agreement between the Holiday Island Suburban Improvement District and the Carroll County Sheriff's Department with respect to providing law enforcement services by the Department for the District. No subsequent agreement or modification of this agreement shall be valid unless in writing and signed by both parties hereto.

SIGNED this 1st day of March, 2009.

CARROLL COUNTY SHERIFF'S DEPARTMENT
(HOLIDAY ISLAND DEPUTY ACTIVITY REPORT)

CARROLL COUNTY, ARKANSAS

By: Sam L. Barr

Carroll County Judge

and

By: Sheriff Bob Gendek

Carroll County Sheriff

HOLIDAY ISLAND SUBURBAN IMP. DISTRICT

By: H. D. Cross

HISID District Manager