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1 **INTERLOCAL AGREEMENT BETWEEN THE**
2 **CITY OF GAINESVILLE, THE ALACHUA COUNTY SHERIFF**
3 **AND ALACHUA COUNTY**
4 **FOR A COMBINED COMMUNICATIONS CENTER**

5
6
7 **THIS INTERLOCAL AGREEMENT**, made and entered into by and between the
8 City of Gainesville, a Florida municipal corporation, hereinafter referred to as the “City,” the
9 Alachua County Sheriff, a constitutional officer of Alachua County, hereinafter referred to as
10 the “Sheriff,” and Alachua County, a charter county and political subdivision of the State of
11 Florida, by and through its Board of County Commissioners, hereinafter referred to as the
12 “County;”

13 **WITNESSETH:**

14 **WHEREAS**, in 1987 the Sheriff and the County had previously entered into an interlocal
15 agreement to cooperatively utilize and share resources in order to provide a cooperative
16 dispatch center for the Sheriff’s Office and Alachua County Communication services, the
17 purpose of which was to effectively coordinate public safety communications; and

18 **WHEREAS**, the parties entered into an Interlocal Agreement for a combined
19 communications center becoming effective on September 26, 1996, and amended effective on
20 March 25, 1997; and

21 **WHEREAS**, the City currently funds and operates an independent emergency
22 communication center for dispatch of law enforcement, fire and rescue; and

23 **WHEREAS**, to promote the health, safety and general welfare of the citizens
24 throughout Alachua County the parties wish to improve efficiency and technical capabilities
25 of emergency call taking and law enforcement, fire and emergency medical services radio



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Clerk Of Circuit Court
Alachua County, Florida
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1 dispatch and communications within Alachua County at a reasonable cost to the general
2 public; and,

3 **WHEREAS**, the parties have determined that the establishment and operation of a
4 combined communications center furthers their mutual objectives of enhancing the quality of
5 law enforcement, fire and emergency medical communications services at a reasonable cost of
6 such service to the general public; and

7 **WHEREAS**, on November 3, 1999, Gainesville, the Sheriff and the County entered
8 into an Interlocal Agreement for the provision of a Combined Communications Center; and

9 **WHEREAS**, Gainesville, the Sheriff and the County amended such Agreement
10 effective October 28, 2003; and

11 **WHEREAS**, the parties wish to set forth the terms and conditions for the continued
12 operation of such a combined center in an interlocal agreement which supersedes all previous
13 agreements for a cooperative dispatch center between the County and the Sheriff, and for a
14 combined communications center between all the parties; and

15 **WHEREAS**, the parties are acting pursuant to the authority contained in their
16 respective charters, general law and Section 163.01, Florida Statutes.

17 **NOW, THEREFORE**, for and in consideration of the mutual benefits to flow to each
18 other, the City, the Sheriff and the County agree as follows:

19 **SECTION 1. COMBINED COMMUNICATIONS CENTER.**

20 The parties agree to establish and maintain a combined communications center
21 hereinafter referred to as the "Center." The purpose of the Center shall be to effectively
22 receive calls for emergency assistance, to efficiently coordinate response resources to
23 emergencies and to efficiently and effectively coordinate public safety/emergency services

1 radio communications. Public safety for the purpose of this agreement shall be interpreted to
2 include Sheriff and City law enforcement, City and County fire and emergency medical
3 services. The Center is designed and sized to provide all emergency agencies with a single
4 point for the receipt of emergency assistance requests which shall provide for the control of
5 coordinated dispatch and radio communication services for law enforcement, fire, emergency
6 medical, and emergency management. The facility in which the Center is located shall also
7 provide for and serve as the county-wide emergency operations center for the parties and shall
8 serve as the county-wide Alachua County Warning Point. The parties agree to approve an
9 administrative and management structure that facilitates licensure/support from the Federal
10 Emergency Management Administration and the Florida Division of Emergency Management
11 and provides support to other municipal and volunteer fire departments/agencies and the
12 county-wide coordination of emergency communications.

13 The Center is designed to provide a secure survivable command and control area for
14 response to all agency and community emergencies occurring within Alachua County. The
15 establishment of the Center will permit the elimination of duplicate facilities and systems
16 while improving the delivery of emergency services with a goal of economy through
17 reduction in staff levels and systems automation.

18 **SECTION 2. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

19 A. The County shall have and maintain responsibility for the construction of the
20 Center at the Eastgate location of the Alachua County Sheriff's Office complex on S.E.
21 Hawthorne Road, Gainesville, Florida.

22 B. The County agrees to maintain a back-up Public Safety Communications
23 Center and a back-up Emergency Operations Center.

1 C. The parties acknowledge that the Sheriff is hereby assigned the responsibility
2 for management and operation of the Center, which shall include law enforcement and fire
3 and rescue dispatch for the County and the City, and all those purposes described in Section 1.

4 D. The City, Sheriff and County shall be responsible for providing staff support
5 for an Executive Board consisting of the Sheriff, the Mayor of the City of Gainesville, and a
6 designated member of the Board of County Commissioners. The Executive Board will be
7 responsible for strategic long-term policy recommendations on planning and funding issues
8 affecting the Center. The Executive Board shall also be utilized for dispute resolution and as
9 liaison to the City and County Commissions on planning and funding issues. The Executive
10 Board shall elect its own Chair to preside over meetings. The Executive Board shall meet at
11 least semi-annually, and also at the call of any member in coordination with the chair.

12 E. The City, Sheriff and County shall create an Administrative Board which shall
13 be responsible for:

14 1. approval of the initial day-to-day operation policies (i.e., Standard
15 Operating Procedures [SOP] Manual) and initial implementation/work plan.

16 2. after the establishment of the Center, recommending amendments to
17 the day-to-day operational policies (i.e., SOP Manual) and implementation/work plan items to
18 the Sheriff, provided further, however, the Sheriff may reject, accept, or modify such
19 recommendations in his/her sole discretion.

20 3. making recommendations to the Executive Board on planning and
21 funding issues affecting the Center, as well as matters pertaining to the delivery of services
22 and standards of performance.

1 Any budget amendments that increase the overall budget for the Center shall be
2 approved in advance by the City Commission and County Commission.

3 County agrees to pay its share of the annual operating costs of the Combined
4 Communications Center by paying for communication services provided to public safety
5 activities out of the same fund that is used to pay for the public safety activity receiving the
6 communication service. An illustration of this funding mechanism is attached as Exhibit C.
7 County agrees to expend funds and countywide revenues in a manner that does not violate
8 Florida law.

9 **B. Apportionment of Costs.** The annual operating costs of the Combined
10 Communications Center shall be apportioned among the users based on the number of calls
11 for service assigned to each agency. No payment for the costs of acquiring land or
12 constructing the Combined Communications Center shall be included in the operational costs
13 calculation. Allocation of costs for any equipment not included in the Sheriff's budget
14 request for the Center shall be included in the operational cost calculation as further detailed
15 in paragraph 3C. All funds remitted to the Sheriff for the Combined Communications Center
16 will be deposited into an interest bearing account.

17 Each year of this agreement, the County shall invoice the City on a monthly basis as
18 follows:

19 City of Gainesville's % of calls for service for the month two months immediately
20 prior to the billing date X operating budget divided by 12. For example, August calls for
21 service will be used to prepare the October billing, September calls will be used to prepare the
22 November billing, and so forth. A total of twelve (12) invoices shall be prepared using this
23 information.

24
25 The final amount due to/from the City for the fiscal year shall be calculated and a statement of
26 the final amount due to/from the City for the fiscal year should be presented to the City by
27 November 15 as follows:
28

1 City of Gainesville's % of the entire fiscal year's calls for service X actual entire fiscal
2 year expenditures minus amounts billed for the fiscal year. This thirteenth invoice shall be
3 the final invoice of the year.
4

5 By October 31 each year the Sheriff shall provide 1) an accounting of the Center's
6 actual expenditures for the prior year; and 2) the prior year's calls for service by user agency
7 to the County's Office of Management and Budget (OMB), with a copy to the Clerk of the
8 Court/Finance and Accounting. The County's Office of Management and Budget (OMB)
9 shall calculate the amount due from/to the City for the prior year based on the information
10 received from the Sheriff. No later than November 15 of each year, the Clerk shall submit a
11 final invoice to the City for the prior year, or remit reimbursement to the City for any amount
12 overpaid based on the calculation furnished by the County's Office of Management and
13 Budget (OMB). Payments due from either party are preferably paid via electronic funds
14 transfer and all payments shall be paid within thirty days of receiving the invoice.

15 The Sheriff shall submit a monthly report of actual Center expenditures and actual
16 calls for service to the City and the County.

17 The Sheriff is authorized to enter into interlocal agreements with municipalities within
18 Alachua County who meet the definition of a "small user" to provide Combined
19 Communication Center call taking and dispatch services. The interlocal shall include
20 agreement to pay the Board of County Commissioners for the cost of services as provided by
21 the small user formula. A small user is defined as a municipality with a population of less
22 than 2,000 as verified on October 1 of each fiscal year using the University of Florida's
23 Bureau of Business and Economic Research (BBER) and must not require additional funding
24 for the Center. The Sheriff may renew these agreements annually provided that the
25 municipality continues to meet the definition of a small user. The Sheriff shall place the

1 executed Interlocal agreement on the agenda of the Executive Board as an informational item.

2 Municipalities that do not meet the definition of a small user shall be required to make
3 a request of the Executive Board of their desire to receive services from the center. The
4 requesting municipality shall agree to terms and conditions, including payment for such
5 services through an Interlocal Agreement with the Sheriff, the City of Gainesville and the
6 Alachua County Board of County Commissioners.

7 For purposes of apportionment of costs, a small user shall be charged 25% of the cost
8 of a call for service beginning 10/1/2009. The County agrees to fund the remaining 75% of
9 the cost of a call for service for the small user with no concomitant reduction to the Combined
10 Communications Center budget. For the purposes of determining the monthly amount billed
11 to the "small user", the small user estimated cost of a call for service shall equal the total
12 operating budget for the current fiscal year divided by the total calls for service of the
13 preceding fiscal year X 25%. The municipality shall be invoiced monthly by the Alachua
14 County Clerk of the Court's Office of Finance and Accounting as follows:

15 The small user's number of calls for the month that was two months immediately prior to the
16 billing date X small user estimated cost of a call for service (as defined above). For example,
17 August calls for service will be used to prepare the October billing. A total of twelve (12)
18 invoices shall be prepared using this information.

19 The final amount due to/from the small user for the fiscal year shall be calculated and a
20 statement of the final amount due to/from the small user for the fiscal year should be
21 presented to the small user by November 15 as follows:

22 The small user's number of calls for service for the entire fiscal year X the actual small user
23 cost of a call for service. The actual small user cost of a call for service equals the current

1 fiscal year total actual expenditures divided by the current fiscal year total calls for service X
2 25%. The thirteenth invoice shall be the final invoice of the year.

3 . The apportionment of costs shall be based on the definition of “calls for service.”

4 The allocation of operational costs, including capital equipment and debt service not
5 included in the operational costs, shall be apportioned based upon the guidelines established
6 in paragraphs 3B and 3C. The Sheriff shall submit a monthly report of actual Center
7 expenditures and actual calls for service to the municipality.

8 **C. Capital Equipment and Debt Service.** The City agrees to pay to the County
9 its allocated portion of any debt service or loan repayment for the initial equipment purchased
10 for the Center. This debt service or loan repayment amount shall be apportioned according to
11 the formula detailed in paragraph 3B of this agreement. If the County purchases rather than
12 finances such equipment, the definition of “debt service” shall include the annual depreciation
13 (straight line method, no salvage value) calculated for the capital purchase. If the County
14 leases the equipment, the annual lease amount shall be apportioned according to the formula
15 detailed in paragraph 3B of this agreement.

16 Small, ongoing capital purchases will be included in the Sheriff’s budget request for
17 the Center. No depreciation will be allocated to the City for these items.

18 **D. Reimbursement for Revenues Received.** In the event the County receives
19 reimbursement from the Federal Emergency Management Agency due to expenditures arising
20 out of a catastrophic emergency, or any grant revenue which offsets annual Center
21 expenditures, each party will be credited accordingly. Any 911 revenues which the County
22 utilizes to offset Center expenditures shall be credited to each party accordingly.

1 **E. Example of Allocation Formula.** For illustration purposes only as a guide for
2 future calculations, an example of the Combined Communications Center budget and cost
3 allocation formula described in this section is detailed in Exhibit B.

4 **SECTION 4. PERSONNEL**

5 **A.** Under the previous interlocal for a Combined Communications Center,
6 employees of the Gainesville Police Department (GPD) Public Safety Communications
7 Center were offered employment by the Sheriff. Gainesville shall continue to allow those
8 employees hired by the Sheriff, and who elected to remain members of the City of Gainesville
9 Employees' Pension Plan, to remain members for so long as they remain in the continuous
10 employ of the Sheriff, the required employer and employee contributions of the Plan are
11 made, and the former GPD employees otherwise comply with the provisions of the Plan. If
12 upon termination of their employment from the Alachua County Sheriff's Office, they are
13 eligible for receipt of benefits under the terms of the Plan, including return of contributions
14 (counting their continuous employment, after hire with the Sheriff's Office, as credited
15 service in accordance with the terms of the Plan) then such former GPD employees may apply
16 for benefits under the Plans at the appropriate time.

17 **B.** For those employees who elect to remain members of the City of Gainesville
18 Employees' Pension Plan, the Sheriff shall pay to the City, on a biweekly basis, the total of
19 the GPD employee contribution rates (through payroll deduction) and the employer
20 contribution rates, i.e. total percent of gross payroll, as determined necessary to actuarially
21 fund on a sound basis the City of Gainesville Employees' Pension Plan. The Sheriff agrees to
22 notify Gainesville at the time of any changes to accrual rates or caps on the amounts that may
23 be accumulated for sick and vacation leave, for those Gainesville employees who elect to

1 remain members of the City of Gainesville Employees' Pension Plan, since such changes can
2 impact the cost of the plan. It will be the responsibility of the City of Gainesville to provide
3 timely notification to the Sheriff's Office of the current contribution rates (both employer and
4 employee) as well as any changes, for the City of Gainesville Employees' Pension Plan.

5 C. Current GPD policy on payout of leave does not provide for payout of sick
6 leave except as it may be applied toward service retirement. Upon employment by the
7 Alachua County Sheriff, GPD employees had the option of transferring their full balance of
8 sick leave to the Sheriff's Office; however, the Sheriff agrees not to pay out any portion of
9 sick leave upon termination until the employees have actually served as Sheriff's employees
10 for a period of ten (10) years as specified by the Sheriff's Office policy. For those GPD
11 employees who elect to remain with the City of Gainesville Employees' Pension Plan, sick
12 leave may be applied toward service time for retirement purposes. Sick leave applied toward
13 service time shall be removed from the employee's current balance and will not be available
14 for use in the future.

15 D. GPD employees who elected to remain with the City of Gainesville
16 Employees' Pension Plan may elect to participate in the Florida Retirement System at any
17 time during their employment by the Alachua County Sheriff. At such time as an employee
18 elects to participate in the Florida Retirement System (i.e. following retirement from the City
19 of Gainesville), the salary of the employee will be reduced by the percentage corresponding to
20 the current employee contribution rate which will no longer be deducted from their pay. The
21 full contribution rate toward retirement under the Florida Retirement System will be made by
22 the Alachua County Sheriff's Office.

23

1 **SECTION 5. OPERATIONAL PLAN**

2 Standards for the provision of services and protocols for the handling and processing
3 of all emergency communication calls received by the Center shall be set forth in a Combined
4 Communications Center Operating procedures Manual (SOP Manual). The SOP Manual
5 shall also include a definition of “calls for service” to be utilized as the basis for
6 apportionment of costs as provided in Section 3B. The SOP Manual shall be developed and
7 updated as needed..

8 **SECTION 6. TERM**

9 This agreement shall become effective upon the recording of this Agreement in the
10 Public Records of Alachua County and shall continue in full force and effect until terminated
11 as provided herein.

12 **SECTION 7. TERMINATION**

13 Any party to this Agreement may terminate this Agreement for any reason whatsoever
14 by giving written notice to the other parties, provided, however, that such termination shall
15 not be effective until the beginning of the first fiscal year (October 1) which is at least one
16 year after receipt of the written notice by the other parties.

17 **SECTION 8. AMENDMENTS**

18 Any party who may desire to amend this interlocal agreement must notify the other
19 parties in writing with type of amendment and reasons for same. This agreement may be
20 amended only by mutual written agreement of all of the parties.

21 **SECTION 9. INDEMNIFICATION**

22 Each party agrees to be fully responsible for its negligent acts or omissions which in
23 any way relate to or arise out of this agreement. Nothing herein shall be construed as consent

1 **SECTION 13. SEVERABILITY**

2 If any provision of this agreement is declared void by a court of law, all other
3 provisions shall remain in full force and effect.

4 **SECTION 14. PREVIOUS AGREEMENTS SUPERSEDED**

5 This agreement shall, upon being recorded, supersede the prior interlocal agreement
6 between the Sheriff of Alachua County and Alachua County for a cooperative dispatch center,
7 which was dated October 1, 1987, and recorded in the Public Records of Alachua County,
8 Florida, in Official Records Book 1679, page 2380; and also supersedes the prior interlocal
9 agreement between all the parties which became effective on September 26, 1996, and
10 recorded in the Public Records of Alachua County, Florida, in Official Records Book 2082,
11 page 983; and the First Amendment thereto, recorded in the Public Records of Alachua
12 County, Florida, in Official Records Book 2108, page 2179, as well as the prior interlocal
13 agreement between all the parties which was dated November 3, 1999, and recorded in the
14 Public Records of Alachua County, Florida, in Official Records Book 2261, page 1676; and
15 the First Amendment thereto, recorded in the Public Records of Alachua County, in Official
16 Records Book 2799, page 577.

17 **SECTION 15. RECORDING OF AGREEMENT**

18 The County, upon execution of this Agreement by all the parties, shall record this
19 interlocal agreement in the Public Records of Alachua County.

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


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ALACHUA COUNTY

By: Mike Byerly
Mike Byerly, Chairman
Board of County Commissioners

ATTEST:

[Signature]
L. E. Duffy, Jr., Clerk


APPROVED AS TO FORM:

[Signature]
Alachua County Attorney

CITY OF GAINESVILLE

By: Pegeen Hanrahan
Pegeen Hanrahan, Mayor
Gainesville City Commission

ATTEST:

[Signature]
Kurt Pannon, Clerk

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Gainesville City Attorney

ALACHUA COUNTY SHERIFF

[Signature]
Sadie Darnell, Sheriff 5/31/09

ATTEST:

[Signature]

[Signature]
Witnesses as to Sheriff Darnell

APPROVED AS TO FORM:

[Signature]
Sheriff's General Counsel

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3 **EXHIBIT A**
4 **BUDGET ARBITRATION PROCESS**
5

6 1. Arbitration Panel.
7

8 The parties shall mutually request that the Federal Mediation Conciliation Service provide a
9 panel of 10 arbitrators from which three will be selected to form the arbitration panel for this
10 proceeding.
11

12 If there are arbitrators whom any party does not wish to have included in the panel provided
13 by the FMCS, that information shall be provided to FMCS at the time the panel is requested.
14

15 2. Selection of Arbitrators.
16

17 Each party, city and County, will select one arbitrator from the list provided by the FMCS,
18 and the two selected arbitrators shall select the final member. The three members so selected
19 will comprise the arbitration panel.
20

21 3. Representation by Attorney.
22

23 Each party has the right to be represented by an attorney.
24

25 4. Conduct of Proceedings.
26

27 The arbitration shall be conducted pursuant to the provisions of Chapter 682, F.S. (1999) and
28 this agreement. In the case of conflict, provisions of this agreement shall control. The
29 arbitrators shall have no authority to modify, amend, ignore, add to, subtract from, or
30 otherwise alter or supplement this agreement or any part thereof or any amendment thereto.
31

32 The parties may present such evidence as is relevant and material to the dispute and shall
33 produce such evidence as the arbitrators may deem necessary to an understanding and
34 determination of the dispute. The arbitrators shall be the judge of the relevance and
35 materiality of the evidence offered, and conformity to legal rules of evidence shall not be
36 necessary.
37

38 All evidence shall be taken in the presence of all the arbitrators and all parties, except where
39 any of the parties are absent in default or have waived the right to be present. The arbitrators
40 shall consider and decide only the specific issues submitted to them in writing by the parties
41 and shall have no authority to consider or rule on any matters unless it is necessary to resolve
42 the stated dispute and involves the interpretation, application or enforcement of this
43 agreement.
44

45 The arbitrators shall have no authority to award any remedy not authorized by or inconsistent
46 with the express terms of this agreement. The award should be made promptly by the

1 arbitrators and unless otherwise agreed to by the parties, no later than thirty (30) days from
2 the date of the closing of the hearing.

3
4 The arbitrators shall in the award assess the fees and expenses of the arbitrators, including
5 required travel and other expenses of the arbitration and any witness and the cost of any proof
6 produced at the direct request of the arbitrator, equally against the parties. Each party shall
7 bear all of its cost, expenses and fees associated with the arbitration. With regard to the
8 foregoing and without limitation, the parties specifically agree that they shall bear their own
9 attorneys fees and expert witness costs. It is the intention of the parties to avoid litigation and
10 to resolve disputes as expeditiously as possible.

11
12 During any arbitration, all default periods shall be stayed pending results of the arbitration
13 process.

14
15 The arbitration hearing shall be held in Alachua County, Florida, unless otherwise agreed to
16 by the parties or required by the parties or by the arbitrators.

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18 5. Decision of Arbitrators.

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20 The decision of the Arbitration Panel shall be binding on the parties.
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EXHIBIT B

FOR ILLUSTRATION PURPOSES ONLY

EXAMPLE – COST ALLOCATION FORMULA

1996 Calls for Services:

<u>Agency</u>	<u>Calls</u>	<u>%</u>
Sheriff	59,161	30.0
Alachua County Fire-Rescue	25,821	13.1
Waldo Police	1,035	.5
Gainesville Police	91,064	46.2
Gainesville Fire-Rescue	19,985	10.2
<hr/>		
Total	197,066	100.0

Formula Calculation:

Gainesville	$56.4 \times 1,000,000 =$	564,000
Alachua County	$43.1 \times 1,000,000 =$	431,000
Waldo	$.5 \times 1,000,000 =$	5,000
		<hr/>
		\$1,000,000

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EXHIBIT C

FOR ILLUSTRATION PURPOSES ONLY

ALACHUA COUNTY FUNDING CONCEPT

IF:

ACSO Total Budget Requiring Communication Services = \$1,000,000

AND IF:

Funding Sources for ACSO Budget Requiring Communication Services are:

General Fund, then $25\% \times \$1,000,000 = \$250,000$

MSTU Fund, then $25\% \times \$1,000,000 = \$250,000$

Special Assessment Fund, then $25\% \times \$1,000,000 = \$250,000$

Other Funds, then $25\% \times \$1,000,000 = \$250,000$

THEN THE:

Dollar Value of Communication Services Delivered to ACSO is:

(based upon 2006 calls for service or 30% for purposes of this example only, see Exhibit B)

$30\% \times \$1,000,000 = \$300,000$

SO THE:

Funding Sources for Communication Services Delivered to that portion of ACSO budget would be:

General Fund $25\% \times \$300,000 = \$75,000$

MSTU Fund $25\% \times \$300,000 = \$75,000$

Special Assessment Fund $25\% \times \$300,000 = \$75,000$

Other Funds $25\% \times \$300,000 = \$75,000$

NOTE: This example is not an exclusive listing of all Alachua County funds.