

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GAINESVILLE, THE ALACHUA COUNTY SHERIFF, AND  
ALACHUA COUNTY FOR A COMBINED COMMUNICATIONS CENTER**

**THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT**, made and entered into this 12 day of February, 2012, by and between the City of Gainesville, a Florida municipal corporation, hereinafter referred to as the "City," the Alachua County Sheriff, a constitutional officer of Alachua County, hereinafter referred to as the "Sheriff," and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County;"

**WITNESSETH:**

**WHEREAS**, on May 12, 2009, the parties entered into an Interlocal Agreement for a Combined Communications Center; and

**WHEREAS**, on August 23, 2011, the parties entered into a First Amendment to incorporate a funding mechanism for a capital equipment replacement schedule and to more effectively coordinate county-wide public safety communications; and

**WHEREAS**, the parties now wish to amend the Agreement to authorize the Sheriff to enter into Interlocal Agreements for dispatch services with the University of Florida and Santa Fe College and to provide a billing formula for dispatch services to these entities;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the receipt of which is hereby acknowledged, the City, the Sheriff and the County agree as follows:

**Section 1.** SECTION 3., **FINANCING PLAN**, subsection B., **Apportionment of Costs**, is amended in its entirety to read:

**B. Apportionment of Costs.**

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

2. Each year of this agreement, the Alachua County Clerk of the Court's Office of Finance and Accounting shall invoice the City on a monthly basis as follows:

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

3. The final amount due to/from the City for the fiscal year shall be calculated and a statement of the final amount due to/from the City for the fiscal year should be presented to the City by November 15 as follows:

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

4. By October 31 each year the Sheriff shall provide 1) an accounting of the Center's actual expenditures for the prior year; and 2) the prior year's calls for service by user agency to

the County's Office of Management and Budget (OMB), with a copy to the Clerk of the Court/Finance and Accounting. The County's Office of Management and Budget (OMB) shall calculate the amount due from/to the City for the prior year based on the information received from the Sheriff. No later than November 15 of each year, the Clerk shall submit a final invoice to the City for the prior year, or remit reimbursement to the City for any amount overpaid based on the calculation furnished by the County's Office of Management and Budget (OMB). Payments due from either party are preferably paid via electronic funds transfer and all payments shall be paid within thirty days of receiving the invoice.

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

5. The Sheriff is authorized to enter into interlocal agreements with municipalities within Alachua County who meet the definition of a "small user" to provide Combined Communication Center call taking and dispatch services. The interlocal shall include an agreement to pay the Board of County Commissioners for the cost of services as provided by the small user formula. A small user is defined as a municipality with a population of less than 6,000 as verified on October 1 of each fiscal year using the University of Florida's bureau of Business and Economic Research (BBER) and shall not require additional funding for the Center. The Sheriff may renew these agreements annually provided that the municipality continues to meet the definition of a small user. The Sheriff shall place the executed interlocal agreement on the agenda of the Executive Board as an informational item.

a) For purposes of apportionment of costs, there shall be two tiers of small users. Municipalities with a population less than 2,000 shall be charged 20% as described below. The County agrees to fund the remaining 80% of the cost of a call for service for this tier of small

user with no concomitant reduction to the Combined Communications Center budget. Municipalities with a population less than 6,000 but more than 1,999 shall be charged 60% as described below. The County agrees to fund the remaining 40% of the cost of a call for service for this tier of small user with no concomitant reduction to the Combined Communications Center budget.

b) For the purposes of determining the monthly amount billed to the “small user,” the small user estimated cost of a call for service shall equal to the total operating budget for the current fiscal year divided by the total calls for service of the preceding fiscal year X 20% or 60% based on the appropriate small user tier. The municipality shall be invoiced monthly by the Alachua County Clerk of the Court’s Office of Finance and Accounting as follows:

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

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

i. The small user’s number of calls for service for the entire fiscal year X the actual small user cost of a call for service. The actual small user cost of a call for service equals the current fiscal year total actual expenditures divided by the current fiscal year total calls for service X 20% or 60% based on the appropriate small user tier. The thirteenth invoice shall be the final invoice of the year.

d) The apportionment of calls shall be based on the definition of “calls for service.” The allocation of operational costs, including capital equipment and debt service not included in the operational costs, shall be apportioned upon the guidelines established in paragraphs 3B and 3C. The Sheriff shall submit a monthly report of actual Center expenditures and actual calls for service to the municipality.

6. Municipalities that do not meet the definition of a small user shall be required to make a request of the Executive Board of their desire to receive services from the center. Prior to entering into an interlocal agreement with a municipality that does not meet the definition of a small user, the Sheriff will evaluate and report to the Administrative Board the impact to the CCC partners of costs and/or service levels. The Sheriff’s report will also include recommendations of what resources, if any, would be necessary to accommodate the municipality without negatively impacting service levels to the current CCC partners. The Administrative Board will make a recommendation based on the Sheriff’s report to the Executive Board for approval or denial of moving forward with the interlocal agreement. These municipalities shall be invoiced in the same manner as set forth above for the City of Gainesville.

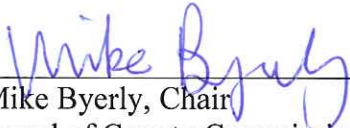
7. The Sheriff is authorized to enter into interlocal agreements with the University of Florida and Santa Fe College for call-taking and dispatch services for their police departments. Prior to entering into an interlocal agreement with either the University of Florida or Santa Fe College, the Sheriff will evaluate and report the impact to the CCC partners of costs and/or service levels to the Administrative Board for recommendation to the Executive Board for approval or denial of moving forward with the interlocal agreement. The Sheriff’s report will also include recommendations of what resources, if any, would be necessary to accommodate the

requesting entity without negatively impacting service levels to the current CCC partners. These entities shall be invoiced in the same manner as set forth above for the City of Gainesville.


**SAVE AND EXCEPT** as expressly amended herein, all other terms and provisions of the original Interlocal Agreement dated May 12, 2009, as amended by the First Amendment dated August 23, 2011, shall be and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY**

By:   
Mike Byerly, Chair  
Board of County Commissioners

ATTEST:  
  
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J.K. Irby, Clerk

APPROVED AS TO FORM:  
  
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Alachua County Attorney

**CITY OF GAINESVILLE**

By: Craig Lowe  
Craig Lowe, Mayor  
Gainesville City Commission

ATTEST:

[Signature]  
Kurt Lannon, Clerk

APPROVED AS TO FORM AND  
LEGALITY:

Reel. Libby 12/18/12  
Gainesville City Attorney

**ALACHUA COUNTY SHERIFF**

Sadie Darnell  
Sadie Darnell, Sheriff 10/30/12

ATTEST:

Maureen R. Hanna

Sidney Starn  
Witnesses as to Sheriff Darnell

APPROVED AS TO FORM:

Cynthia M. Weygant  
Sheriff's General Counsel