

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

THIS INTERLOCAL AGREEMENT, made and entered into 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, the parties entered into an Interlocal Agreement for a Combined Communications Center becoming effective on September 26, 1996, and amended several times over the lifetime of the agreement; and

WHEREAS, in order to promote the health, safety and general welfare of the citizens throughout Alachua County, the parties wish to continue to improve efficiency and technical capabilities of emergency call taking for law enforcement, fire and emergency medical services, radio dispatch and communications within Alachua County at a reasonable cost to the general public; and,

WHEREAS, the parties have determined that the continued operation of a Combined Communications Center furthers their mutual objectives of enhancing the quality of law enforcement, fire and emergency medical communications services at a reasonable cost of such service to the general public; and

WHEREAS, the parties have set forth the terms and conditions for the continued operation of such a combined center in an interlocal agreement which supersedes all previous agreements for a cooperative dispatch center between the County, the City and the Sheriff, and for a Combined Communications Center between all the parties; and

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

WHEREAS, over the course of the agreement, several new users have determined to utilize the system;

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. COMBINED COMMUNICATIONS CENTER

The parties agree to continue the operation of the Combined Communications Center hereinafter referred to as the “Center.” The purpose of the Center shall be to effectively receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety/emergency services radio communications. Public safety for the purpose of this agreement shall be interpreted to include Sheriff and City law enforcement and City and County fire and emergency medical services. The Center is designed and sized to provide all emergency agencies with a single point for the receipt of emergency assistance requests which shall provide for the control of coordinated dispatch and radio communication services for law enforcement, fire, emergency medical and emergency management.

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

A. A call for service is an event or incident brought to the attention of the Combined Communications Center (CCC), via any means, which results in the response of a public safety first responder whose agency's dispatch function falls under the responsibility of the CCC.

1. A call is considered one call for service for each agency that responds but is not adjusted by the number of units that respond. For example, a call with three (3) GFR units, two (2) ACFR units, and four (4) GPD units is counted as one (1) call for each agency.

2. Calls for service for billing purposes are employer-based, not territory-based. (In other words, if ASO handles a call inside the city limits of Gainesville, that call is charged to ASO, not GPD.)

3. The calls for service call type lists for LEA/FR contain "parent" call types only. However, with few exceptions "child" call types are considered billable if they are derived from an existing parent. (Example: "F77 – MVA" appears on the Fire-Rescue call type list as a "parent" call type. There are more than twenty (20) "child" variations of F77 in current use. All are billable because all derive from the F77 "parent".)

B. Functions isolated by statutory requirement or agency practice to a single agency are typically not calculated for billing, because they unfairly penalize an agency for obligations it

and it alone is required to meet. *(For example, by statute ASO is required to perform civil service functions. By practice, GPD is the only agency that clears people for residency at the St. Francis House. Neither of those practices is charged as part of the billable calls for service formula.)*

SECTION 2. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

A. The County shall continue to have responsibility for the maintenance of the Center at the Alachua County Sheriff's Office complex on S.E. Hawthorne Road, Gainesville, Florida.

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

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

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

E. The parties acknowledge that communications interoperability has been identified as a critical element of the public safety response network. The equipment utilized must be capable of direct interoperability using a shared system and shared channels and 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 dispatch protocols utilized for the Combined Communications Center, including the requirement to utilize common radio terminology (codes, plain text), which may be discipline-specific between fire rescue and law enforcement.

SECTION 3. FINANCING PLAN

A. Approval of the Annual Budget.

1. The Center budget shall be used exclusively for the benefit of the Center services and operations and may not be transferred or commingled with other budgets under the Sheriff.

The budget shall be prepared by the Sheriff in the standard County budget format for Constitutional Officers (Personnel Services, Operating, and Capital Outlay categories).

2. The Sheriff shall annually present the budget request for the operation of the Combined Communications Center to the County Commission for its adoption with a copy to the City Commission. If any corrections or adjustments are made to the Sheriff's requested budget, the County shall provide the City with a copy of the requested budget as corrected.

3. If the Sheriff's requested Combined Communications Center budget percentage increase exceeds three (3) percent, or the Consumer Price Index increase (Consumer Price Index for Urban Consumers as published by the United States Department of Commerce, Bureau of Labor Statistics or successor index), whichever is higher, for the preceding calendar year, approval of the budget by the City Commission shall be required.

4. Any Combined Communications Center expenses that are accounted for in the Board's budget rather than the Sheriff's budget shall be submitted to the City for approval along with the Sheriff's budget.

5. If the City Commission does not approve the Combined Communications Center budget, the two Commissions shall schedule a joint meeting to resolve the budget issue. If the two Commissions cannot agree at the meeting on the proposed budget, the issue shall be submitted to the arbitration process described in Exhibit A.

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

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

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 cost 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.

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:

- 1) First quarter invoice shall be issued on December 1st for the billing period of October 1st through December 31st. The 1st quarter invoice shall be based on the City of Gainesville's percentage of actual calls for service for the month of October times (x) the CCC annual operating budget, include costs for debt service and facilities, divided by (4).
- 2) Second quarter invoice shall be issued on March 1st for the billing period of January 1st through March 31st. The 2nd quarter invoice shall be based on the City of Gainesville's percentage of actual calls for service for the month of January times (x) the CCC annual operating budget, include costs for debt service and facilities, divided by (4).
- 3) Third quarter invoice shall be issued on June 1st for the billing period of April 1st through June 30th. The 3rd quarter invoice shall be based on the City of Gainesville's percentage of actual calls for service for the month of April times (x) the CCC annual operating budget, include costs for debt service and facilities, divided by (4).
- 4) Fourth quarter invoice shall be issued on September 1st for the billing period of July 1st through September 30th. The 4th quarter invoice shall be based on the City of Gainesville's percentage of actual calls for service for the month of July times (x) the CCC annual operating budget, include costs for debt service and facilities, divided by (4).

The quarterly invoice schedule is further outlined in Exhibit D.

2. 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 December 31 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 fifth invoice shall be the final invoice of the year.

3. By October 31 each year, the Sheriff shall provide 1) an account 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 December 31 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 (30) days of receiving the invoice.

4. 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 Communications 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 10,000 as verified on October 1 of each fiscal year using the University of Florida's Bureau of Business and Economic Research (BBER) and must 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 10,000 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 purpose of determining the monthly amount billed to the “small user”, the small user estimated cost of a call for service shall equal 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:

1. The billing cycle(s) for the small user will mirror the billing cycles of the City of Gainesville.

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 December 31st as follows:

1. 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 fifth invoice shall be the final invoice of the year.

d. The apportionment of costs 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 based upon the guidelines established in 5B and 5C. 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 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 the impact to the CCC partners of costs and/or service levels. The Sheriff's report will also include a recommendation of what resources, if any, would be necessary to accommodate the municipality without negatively impacting service levels to the current CCC partners. 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. The Sheriff's report will also include recommendations of what resources, if any, would be necessary to accommodate the requested 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.

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

equipment, the annual lease amount shall be apportioned according to the formula detailed in paragraph 3B of this agreement.

Small, ongoing capital purchases with a cost of less than \$5,000 will be included in the Sheriff's budget request for the Center. No depreciation will be allocated to the City for these items.

Capital Replacement Schedule and Funding. For purposes of this Agreement, capital equipment is defined as those items with a useful life of more than one year and a unit or function unit cost of \$5,000 or more.

1. The Sheriff will include the required annual contribution as a line item in the CCC budget to be deposited into an ongoing restricted CCC replacement fund to be managed by the Board of County Commissioners.
2. At the end of each fiscal year, the Center's unexpended budget dollars shall be remitted to the Board of County Commissioners in accordance with section 30.50(6) F.S. to be deposited into an ongoing restricted CCC capital equipment replacement fund to be managed by the Board of County Commissioners. This amount will be used to offset the annual contribution request.
3. These funds shall be used to purchase capital equipment identified through an established replacement schedule.
4. CCC management shall develop an amortized equipment replacement schedule for the life expectancy of each item listed. The replacement schedule shall be presented annually to the CCC Executive Board during the budget development process.
5. Under emergency or exigent circumstances, the Sheriff may purchase items not scheduled for replacement in the given year at his/her sole discretion, so long as those

items are covered by the equipment replacement fund schedule. Purchases made by the Sheriff under emergency or exigent circumstances shall be presented to the CCC Executive Board at their next scheduled meeting.

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

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

SECTION 4. OPERATIONAL PLAN

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

SECTION 5. TERM

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

SECTION 6. TERMINATION

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

SECTION 7. AMENDMENTS

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

SECTION 8. INDEMNIFICATION

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this Agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

SECTION 9. NOTIFICATION

Except as provided herein, any notice, acceptance, request or approval from any party to the other parties shall be in writing and sent by certified mail, return receipt requested, and shall

be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The parties' representatives are:

County: Chairperson, Board of County Commissioners
12 SE 1st Street
Gainesville, FL 32601

City: Mayor, Gainesville City Commission
Post Office Box 490
Gainesville, FL 32627-0490

Sheriff: Alachua County Sheriff
Post Office Box 5489
Gainesville, FL 32627-5489

SECTION 10: THIRD PARTY BENEFICIARIES

This Agreement does not create any relationship with, or any rights in favor of, any third party. Gainesville Police Department employees are not intended third party beneficiaries.

SECTION 11. ASSIGNMENT OF INTEREST

No party shall assign or transfer any interest in this Agreement without prior written consent of the other parties.

SECTION 12. SEVERABILITY

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

SECTION 13. PREVIOUS AGREEMENTS SUPERSEDED

This Agreement shall, upon being recorded, supersedes the prior Interlocal Agreement between the Sheriff of Alachua County and Alachua County for a cooperative dispatch center dated May 12, 2009, recorded in the Public Records of Alachua County, Florida in Official Records Book 3888, page 2000; and the first Amendment dated August 23, 2011; and the second Amendment dated February 12, 2012.

SECTION 15. RECORDING OF AGREEMENT

The County, upon execution of this Agreement by all parties, shall record this Interlocal Agreement in the Public Records of Alachua County.

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

ALACHUA COUNTY

By: _____
Board of County Commissioners

APPROVED AS TO FORM:

Alachua County Attorney

CITY OF GAINESVILLE

By: _____
Harvey Ward, Mayor
Gainesville City Commission

APPROVED AS TO FORM:

Gainesville City Attorney

ATTEST:

J.K. "Jess" Irby, Clerk

ATTEST:

Omichele Gainey, Clerk

DARYL WHITWORTH
[Signature]
68
DEPUTY DIRECTOR

ATTEST:

John P. Moorhouse

[Signature]
Witnesses as to Sheriff Emery A. Gainey

ALACHUA COUNTY SHERIFF

By: _____
[Signature]
Emery A. Gainey, Sheriff

APPROVED AS TO FORM:

Cynthia M. Weygant 11/1/23
Cindy Weygant, General Counsel

EXHIBIT A

BUDGET ARBITRATION PROCESS

1. *Arbitration Panel.*

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

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

2. *Selection of Arbitrators.*

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

3. *Representation by Attorney.*

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

4. *Conduct of Proceedings.*

The arbitration shall be conducted pursuant to the provisions of Chapter 682, F.S. and this Agreement. In the case of conflict, provisions of this Agreement shall control. The arbitrators shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement his Agreement or any part thereof or any amendment thereto.

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

All evidence shall be taken in the presence of all the arbitrators and all parties, except where any of the parties are absent in default or have waived the right to be present. The arbitrators shall consider and decide only the specific issues submitted to them in writing by the parties and shall have no authority to consider the rule on any matters unless it is

necessary to resolve the stated dispute and involves the interpretation, application or enforcement of this Agreement.

The arbitrators shall have no authority to award any remedy not authorized by or inconsistent with the express terms of this Agreement. The award should be made promptly by the arbitrators unless otherwise agreed to by the parties, no later than thirty (30) days from the date of the closing of the hearing.

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

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

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

5. *Decision of Arbitrators*

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

EXHIBIT B
FOR ILLUSTRATION PURPOSES ONLY
EXAMPLE – COST ALLOCATION FORMULA

2021 Calls for Service:

<u>Agency</u>	<u>Calls</u>	<u>%</u>
Alachua County Sheriff's Office	97,533	36.0
Alachua County Fire Rescue	51,978	19.2
Gainesville Police	93,285	34.4
Gainesville Fire-Rescue	21,088	7.8
High Springs Police	6,930	2.6
	270,814	100.0

Formula Calculation:

Gainesville	42.2 x 1,000,000 =	422,000
Alachua County	55.2 x 1,000,000 =	552,000
High Springs	2.6 x 1,000,000 =	26,000
		1,000,000

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 the ACSO budget would be:

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

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

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

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

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

EXHIBIT D

Quarterly Billing Date Each Year	For the Billing Period Of	Quarterly Billing Based on Actual Calls for Service During the Month of
December 1 st	10/01/XX – 12/31/XX	October
March 1 st	01/01/XX – 03/31/XX	January
June 1 st	04/01/XX – 06/30/XX	April
September 1 st	07/01/XX – 09/30/XX	July

True Up = 5th Invoice of the Year	Fiscal Year	True-up Billing Based on Actual Calls for Service During the Fiscal Year
Due to the City by December 31 st	10/01/XX – 09/30/XX	10/01/XX – 09/30/XX