

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
GAINESVILLE AND THE ALACHUA COUNTY SHERIFF  
FOR ADMINISTRATION OF THE CITY'S FALSE ALARM ORDINANCE**

**THIS INTERLOCAL AGREEMENT**, made and entered into by and between the City of Gainesville, a Florida municipal corporation, hereinafter referred to as the "City," and the Alachua County Sheriff, a constitutional officer of Alachua county, hereinafter referred to as the "Sheriff;"

**WITNESSETH:**

**WHEREAS**, the City has passed an Ordinance regulating burglar and robbery alarms which establishes a registration fee and fine system for false alarms; and

**WHEREAS**, the City and the Sheriff, along with the County of Alachua, have entered into an Interlocal Agreement for a Combined Communications Center; and

**WHEREAS**, the administration of this ordinance would be an integral function of the Combined Communications Center; and

**WHEREAS**, the City wishes to enter into an agreement to designate the Sheriff as the entity responsible for implementing and administering the City's False Alarm Ordinance;

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

1. The Sheriff agrees to implement and administer the City's false alarm ordinance, currently assigned Ordinance No. 980475; and superceding ordinances. Said implementation and administration will be done through the False Alarm Reduction Unit (FARU), which will be a function of the Combined Communications Center.

2. The City agrees to compensate the Sheriff for half the operating expenses as defined herein and half of the personnel costs for all Sheriff's employees assigned to the FARU.

OPERATING EXPENSES:

- |                           |                                     |
|---------------------------|-------------------------------------|
| a. Software maintenance   | k. Travel and per diem              |
| b. Car and fuel           | l. Telephone and cellular phone     |
| c. Postage and freight    | m. Copier rental                    |
| d. Pager rental           | n. Radio                            |
| e. Insurance              | o. Office equipment maintenance     |
| f. Printing and binding   | p. Awards and trophies .            |
| g. False alarm class      | q. Legal advertisement of ordinance |
| h. Office supplies        | r. FAX machine                      |
| i. Training supplies      | s. Membership dues                  |
| j. Books and publications |                                     |

3. The City agrees to compensate the Sheriff for half of the costs of the equipment purchased and utilized by the FARU. ~~Capital equipment purchased by the FARU shall not be replaced prior to its expected useful life without prior consultation with and approval by the City.~~

*via motion*

4. The Sheriff agrees to provide to the City Manager, by November 1st of each year after the implementation date of this Agreement, a statement of the previous fiscal year's activities, which will include an accounting of all fees and fines collected by the FARU on behalf of the City and the interest earned thereon, and all related personnel and operating expenses and equipment costs. The statement will contain a delineation of the City's share of personnel and operating expenses and equipment costs.

5. The Sheriff will deduct the City's share of personnel and operating expenses and equipment costs from the total funds collected on behalf of the City. Total funds collected shall

include interest earned on the City's funds whether those funds are separately maintained or co-mingled with non-City funds. The remainder of the City's funds shall be deposited into the budget for the Combined Communications Center to offset the City's costs to fund the Center.

6. The City will designate an individual as a liaison between the City and the Sheriff.

7. The Alachua County Sheriff is designated as the "alarm review authority" for purposes of appeals under the ordinance.

8. This Agreement shall become effective when executed by both parties and shall continue in full force and effect until terminated as provided herein.

9. This Agreement may be terminated by either party for any reason whatsoever by giving written notice to the other party, provided, however, that such termination shall not be effective until at least one year after receipt of the written notice.

10. This Agreement may only be amended by mutual written agreement of the parties, reduced to writing and executed with the same formality as this document.

11. 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 Agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies or as a waiver of any immunity provided to any party hereto by law.

12 Any notice required pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery.

The parties' representatives are:

City: City Manager  
Post Office Box 490  
Gainesville, FL 32602

Sheriff: The Honorable Stephen M. Oelrich  
Post Office Box 1210  
Gainesville, FL 32602

13. The ASO, upon execution of this Agreement by both parties, shall record same in the Public Records of Alachua County, Florida.

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

CITY OF GAINESVILLE

APPROVED AS TO FORM AND  
LEGALITY

\_\_\_\_\_  
Wayne Bowers, City Manager      Date

\_\_\_\_\_  
Gainesville City Attorney

ALACHUA COUNTY SHERIFF

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen M. Oelrich, Sheriff      Date

\_\_\_\_\_  
Sheriff's Senior Staff Attorney