



33 maintain a Combined Communication Center (the "CCC") providing for coordinated  
34 dispatch and radio communication services for law enforcement, fire, emergency,  
35 medical, and emergency management; and

36 **WHEREAS**, the Sheriff is assigned the responsibility for management and  
37 operation of the CCC, including the dispatch of both City and County emergency units to  
38 all emergency communication calls received by the CCC; and

39 **WHEREAS**, historically the dispatch of the closest fire unit under the FSAA  
40 resulted in the City responding to more calls in the County than the County responded to  
41 in the City; and

42 **WHEREAS**, consequently, under the FSAA, the County reimbursed the City  
43 more for fire response costs than the City reimbursed the County; and

44 **WHEREAS**, in December 2015, the parties agreed to temporarily suspend  
45 reimbursement payments under the FSAA from October 1, 2015 through September 30,  
46 2017, with the compensatory payments to recommence on October 1, 2017; and

47 **WHEREAS**, in May 2017, the County provided notice to the City that it intended  
48 to terminate the FSAA effective as of June 1, 2018; and

49 **WHEREAS**, because fire service calls are dispatched by the CCC, the City put  
50 the CCC on notice that, as a result of the County's termination of the FSAA,  
51 commencing on June 1, 2018, the CCC should dispatch fire service calls by jurisdiction  
52 – meaning County Fire Rescue will be dispatched for calls in the County and Gainesville  
53 Fire Rescue will be dispatched for calls in the City; and

54 **WHEREAS**, The Sheriff (and her staff) made a presentation to the City  
55 Commission at its meeting on April 5th, at which the Sheriff informed the City  
56 Commission that she would continue to direct the CCC to dispatch the quickest  
57 response unit (as if the FSAA still existed) after June 1; and

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59           **WHEREAS**, the Sheriff's action will result in the City's fire units being dispatched  
60 to fire calls outside the City's jurisdiction without reimbursement of the costs of such  
61 service and without the agreement of the City to do so; and

62           **WHEREAS**, a portion of the City's fire service costs are funded through the  
63 imposition of a Fire Services Special Assessment. Per State Law, the City is prohibited  
64 from expending Fire Services Special Assessment revenue on property that does not  
65 pay the special assessment; and

66           **WHEREAS**, the Florida Governmental Conflict Resolution Act authorizes the City  
67 of Gainesville to initiate the conflict resolution provisions of the Act prior to initiating court  
68 proceedings against the County and the Sheriff; and

69           **WHEREAS**, the Florida Governmental Conflict Resolution Act sets forth the  
70 procedures for notice and conflict dispute resolution of intergovernmental disputes.

71           **NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE**  
72 **GAINESVILLE, FLORIDA, AS FOLLOWS:**

73           Section 1:    Findings: The City Commission adopts the findings as provided in  
74 the foregoing whereas clauses.

75           Section 2:    Intention: It is the intention of the City Commission of the City of  
76 Gainesville to initiate the conflict resolution procedures of the Florida Governmental  
77 Conflict Resolution Act as set forth in Chapter 164, Florida Statutes, prior to initiating  
78 court proceedings to compel the Sheriff on June 1, 2018 (the effective date of the  
79 County's termination of the FSAA) to dispatch fire service calls based on jurisdictional  
80 boundaries regardless of which agency has the closest unit; or in the alternative, to  
81 compel the County to reimburse the City for fire services provided by the City in the  
82 County's jurisdiction.

83           Section 3:    Issues in the Conflict: The issues in the conflict are: 1) the  
84 Sheriff's announced refusal to dispatch fire services based on jurisdictional boundaries;

85 and 2) the County's announced refusal to reimburse the City for City fire services  
86 provided in the County.

87 Section 4: The Governmental Entities in Conflict: The governmental entities  
88 with which the City Commission of the City of Gainesville, Florida has a conflict are  
89 Alachua County, Florida and the Sheriff of Alachua County, Florida.

90 Section 5: Justification for Initiating the Conflict: The conflict resolution  
91 procedure is justified because the City of Gainesville in good faith believes that the  
92 Sheriff's announced refusal to dispatch fire services on a jurisdictional boundary basis is  
93 unlawful, and that the County's announced refusal to reimburse the City for fire services  
94 provided within the County is unlawful.

95 Section 6: Conflict Assessment Meeting: The City Manager is hereby  
96 authorized and directed to provide a certified copy of this resolution and the letter  
97 required by Section 164.1052(1) to the County Manager and the Chief Administrator of  
98 the Sheriffs' Office of Alachua County by certified mail, return receipt requested, to  
99 schedule a conflict assessment meeting, and to take all other appropriate action  
100 pursuant to Section 164.1053.

101 Section 7: This Resolution shall take effect immediately upon adoption.  
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103 **PASSED AND ADOPTED** this 3rd day of May, 2018.

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LAUREN POE  
MAYOR

ATTEST:



OMICHELE D. GAINES  
CLERK OF THE COMMISSION

Approved as to form and legality



NICOLLE M. SHALLEY  
CITY ATTORNEY