

LEGISLATIVE #

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

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2011, 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, the parties now wish to amend the Agreement to incorporate a funding mechanism for a capital equipment replacement schedule; and

WHEREAS, the parties also wish to amend the Agreement to more effectively coordinate county-wide public safety communications;

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. 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 County 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.

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.

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.

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. 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. The requesting municipality shall agree to terms and conditions, including payment for such services through an interlocal agreement with the Sheriff, the City of Gainesville and the Alachua County Board of County Commissioners.

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.

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 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:

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.

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:

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.

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 paragraphs 3B

and 3C. The Sheriff shall submit a monthly report of actual Center expenditures and actual calls for service to the municipality.

Section 2. SECTION 3., FINANCING PLAN, subsection C., **Capital Equipment and Debt Service**, is amended in its entirety to read:

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 equipment purchases with a cost of less than \$1,000 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 functional unit cost of \$1000 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 as approved by the CCC Administrative Board.
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 Administrative 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 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 Administrative Board at their next scheduled meeting.

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

IN WITNESS WHEREOF, the parties have caused this First 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: _____
Lee Pinkoson, Chairman
Board of County Commissioners

ATTEST:

J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM:

Alachua County Attorney

CITY OF GAINESVILLE

By: _____
Craig Lowe, Mayor
Gainesville City Commission

ATTEST:

Kurt Lannon, Clerk

APPROVED AS TO FORM AND
LEGALITY:

Gainesville City Attorney

ALACHUA COUNTY SHERIFF

Sadie Darnell, Sheriff
Sadie Darnell, Sheriff 5/27/4

ATTEST:

Maria Hanna
Witnesses as to Sheriff Darnell

APPROVED AS TO FORM:

Cynthia M. Meyer
Sheriff's General Counsel