

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF GAINESVILLE  
AND  
ALACHUA COUNTY SHERIFF  
FOR INTERIM COMMUNICATIONS ASSISTANCE**

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**THIS INTERLOCAL AGREEMENT**, is made and entered into by and between the CITY OF GAINESVILLE, FLORIDA, a 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**, in November 1999, the Sheriff, the City, and Alachua County, a charter county and political subdivision of the State of Florida, entered into an interlocal agreement for a Combined Communications Center; and

**WHEREAS**, in anticipation of the activation date of said Center, the City and the Sheriff wish to cooperatively engage in employment activities that will maintain City communication services before the opening of the center and allow for the provision of combined communications services upon the activation date of the Center and thereafter; and

**WHEREAS**, the City and the Sheriff wish to utilize City personnel to assist the Sheriff in selecting new employees, which Sheriff's employees shall initially receive training and perform work in the City's Police Department dispatch facility, until such time as the Combined Communications Center is activated;

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

**SECTION 1.** The City will assist the Sheriff in selecting employees to be hired by the Sheriff in the following circumstances: For those employees who have applied for the following positions with the City of Gainesville, 911 Operator, Requisitions Nos. G010-99-03 and G052-00-03, Dispatcher I, Requisition No.s G012-99-03 and G077-00-03, and Dispatcher II, Requisition No.s G011-99-03 and G043-00-03, the City shall continue to process the applications, test the applicants (as applicable), and make recommendations to the Sheriff as to those employees who best meet the sought after qualifications. The City shall advise all employees in the above-referenced selection processes that they will not be hired by the City. If they are hired, they will be hired by the Sheriff and the terms and conditions of their employment will be as prescribed by the Sheriff. The Sheriff's representatives shall assist in the aforementioned selection processes. The City's recommendations in regard to hiring shall be in accordance with its normal procedures and standards. The ultimate decision as to whether or not to hire these employees and the terms and conditions of their employment upon hiring and during their employment shall, except as provided below in Section 2, be determined by the Sheriff. If at any time prior to the activation date, vacancies in the Gainesville Public Safety Communications facility (GPS) in the positions of 911 Operator and Dispatcher I and II are approaching 20 percent of budgeted positions, then the parties agree that the City can initiate additional selection processes to fill such vacancies. These selection processes shall occur as described above and the employees hired by the Sheriff as a result of these processes shall be detailed to GPS as described in Section 2 below.

**Section 2.** During the period of time between their hiring by the Sheriff and activation of the combined communications center, the employees described in Section

1 above, shall be on detail from the Sheriff to the City. The employees shall be located in the GPS and subject to the supervision of City personnel while detailed to GPS. The City and the Sheriff agree that the training received by employees in regard to standards for the provision of services and protocols for the handling and processing of communications calls will be as mutually agreed to by the Sheriff and the City. The City shall reimburse the Sheriff for the salary and benefits of the employees while detailed to GPS. For each employee detailed, the City's maximum reimbursement shall be limited to the cost of salary that the City would otherwise pay newly hired 911 Operators or Dispatcher I's or Dispatcher II's in accordance with the City's current pay plan, plus the applicable percentage of payroll attributable to the fringe benefit package associated with the aforementioned positions. In the event of any matter that requires these employees to be utilized by the Sheriff during the term of this agreement, then the employees shall not be deemed to be on detail for such period, and the reimbursement to the Sheriff shall be reduced accordingly. The parties agree that the City, in its sole discretion, may remove a detailed Sheriff's employee from GPS and return the employee to the Sheriff and have no liability to the Sheriff or the employee for reimbursement or payment of any salary or benefits thereafter.

**Section 3.** During the term of this Agreement, the City and Sheriff may agree to detail current communication employees ("Communications Employees") of either party to the other party in order to address short term staffing problems. Such detailed Communications Employees shall not be considered employees of the receiving party. The receiving party shall reimburse the sending party for the pay and benefits of the

detailed Communications Employees during the period of the detail. The detailed Communications Employees shall be subject to the supervision of the receiving party.

**Section 4.** The City and the Sheriff shall be jointly responsible for the manner and substance of the training provided to the detailed employees described in Sections 1 and 2 above, while on detail. The City shall be responsible for the negligent acts or omissions of detailed employees described in Sections 1 and 2 above, while on detail. The Sheriff shall be responsible for the negligent acts or omissions of the employees described in Sections 1 and 2 above, upon and after the activation of the combined communications center. 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 part to which sovereign immunity applies. This clause shall survive the early termination or expiration of this Agreement.

**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 the activation date of the Combined Communications Center, unless otherwise 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 sixty (60) days after receipt of the written notice by the other party.

**Section 7. Notification.**

Except as provided herein, any notice, acceptance, request, or approval from any party to the other party 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: Honorable Stephen M. Oelrich  
Post Office Box 1210  
Gainesville, FL 32602

**Section 8. Third Party Beneficiaries.**

This Agreement does not create any relationship with, or any rights in favor of, any third party.

**Section 9. Assignment of Interest.**

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

**Section 10. 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 11. Recording of Agreement.**

The Sheriff, upon execution of this Agreement by all the parties, shall record this Interlocal Agreement 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.

By: CITY OF GAINESVILLE  
\_\_\_\_\_  
Wayne Bowers, City Manager

\_\_\_\_\_  
Witness

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Attorney  
ALACHUA COUNTY SHERIFF

By: \_\_\_\_\_  
Stephen M. Oelrich, Sheriff

\_\_\_\_\_  
Witness

APPROVED AS TO FORM  
AND LEGALITY:

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Witness

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Sheriff's Senior Staff Attorney