

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

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 Stephen M. Oelrich, Sheriff of Alachua County, a constitutional officer of Alachua County, hereinafter referred to as the "Sheriff";

WITNESSETH:

WHEREAS, the City has passed ordinances regulating burglar and fire alarms which established 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, administration of the burglar and fire alarm ordinances 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 administering the City's false alarm ordinances;

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

1. This Agreement shall supercede the interlocal agreement recorded September 19, 2000, in Book AM2312, Page 62785.
2. Sheriff agrees to implement and administer the City's false burglar and fire alarm ordinances, respectively assigned Ordinance No. 980475 and No. 021198, and amendments thereto. Said implementation and administration will be done

through the False Alarm Reduction Unit (FARU), which is a function of the Combined Communications Center.

3. The Sheriff agrees to provide to the City Manager, by November 1st of each year during this Agreement, a statement of the previous fiscal year's revenue items and expense items.
4. Revenue items will include all burglar and fire alarm fees and fines collected by the Sheriff on behalf of the City and all interest earned on City funds, regardless of whether those funds are separately maintained or commingled with non-City funds.
5. Expense items will include half the expenses as defined herein and half the personnel costs for all Sheriff's employees assigned to the FARU. Operating expenses shall include the following:
 - A. Equipment purchased and utilized by FARU
 - B. Software maintenance and upgrades
 - C. Car and fuel
 - D. Postage and freight
 - E. Pager rental
 - F. Insurance
 - G. Printing and binding
 - H. False alarm class
 - I. Office supplies
 - J. Training supplies
 - K. Books and publications
 - L. Travel and per diem
 - M. Telephone and cellular phone
 - N. Copier rental
 - O. Radio
 - P. Office equipment maintenance
 - Q. Awards and trophies
 - R. Legal advertisement of ordinance
 - S. FAX machine
 - T. Membership dues

6. If the City's revenues less the City's share of expenses is positive, that amount will be paid to the City by the Sheriff at the time the fiscal year report is delivered to the City Manager. If the City's revenues less the City's share of expenses is negative, the City will pay the difference to the Sheriff within thirty days of being notified of such deficiency.
7. The City will designate one person as a liaison between the City and the Sheriff for matters involving false burglar alarms and a second person for matters involving false fire alarms.
8. The Sheriff is designated as the "alarm review authority" for purposes of appeals under the ordinances.
9. This Agreement shall become effective July 1, 2005 and shall continue in full force and effect until terminated as provided herein.
10. 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.
11. 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.
12. Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise from 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.

13. 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 either when deposited in a United States Postal Service mailbox or when personally delivered with signed proof of delivery.

The parties' representatives are as follows:

City of Gainesville
City Manager
Post Office Box 490
Gainesville, Florida 32602

Alachua County Sheriff's Office
Sheriff Stephen M. Oelrich
Post Office Box 1210
Gainesville, Florida 32602

14. The Sheriff, upon full execution of this Agreement, 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

ALACHUA COUNTY SHERIFF

Barbara Lipscomb Date
Interim City Manager

Stephen M. Oelrich Date
Sheriff of Alachua County

ATTEST:

ATTEST:

Witness as to Interim City Manager

Witness as to Sheriff Oelrich

APPROVED AS TO FORM & LEGALITY

APPROVED AS TO FORM & LEGALITY

Ronald D. Combs Date
Senior Assistant City Attorney

Cynthia M. Weygant Date
Sheriff's Senior Staff Attorney