

*** * *DRAFT 2003* * ***

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND
THE CITY OF GAINESVILLE
FOR A JOINT FIRE RESCUE
EXPLORATION COMMITTEE**

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ARTICLE 1
AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered by the CITY OF GAINESVILLE, a Florida municipal corporation, hereinafter referred to as the "City", and ALACHUA COUNTY, FLORIDA, a charter County and political subdivision of the State of Florida, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, The City and County currently fund and operate separate fire rescue departments with the City having responsibility for fire and rescue services within the municipal boundaries of the City of Gainesville and the County having responsibility for fire and rescue services in the unincorporated areas of Alachua County; and,

WHEREAS, the City and County have determined that the establishment and operation of a combined emergency services system would further the mutual objective of enhancing fire and rescue services to promote the health, safety, and general welfare of the citizens within their respective jurisdictions, the City and County; and,

WHEREAS, the parties previously entered into an Interlocal Agreement dated June 5, 2002, which has been amended by the first Amendment to Interlocal Agreement dated September 12, 2002, and by the Second Amendment to Interlocal Agreement dated October 3, 2001; and

WHEREAS, the City of Gainesville residents voted to pursue a combined emergency services system between the City and County.

WHEREAS, the City and County desire to set forth the terms and conditions for the establishment and operation of a joint fire rescue exploration committee consisting of two members from each commission; and,

WHEREAS, the City and County have an established and competent Fire Department which can assist in providing fire service in the incorporated area of the City and unincorporated areas of Alachua County; and,

WHEREAS, the City and County are authorized to enter into this agreement under authority granted in their respective charters, Florida general law, and specifically section 163.01 Florida Statutes.

NOW, THEREFORE, for and in consideration of mutual benefits to be received, the City and County do hereby agree as follows:

ARTICLE II SCOPE OF SERVICES

Section 1: Creation of a Joint Fire Rescue Exploration Committee. The City and County agree to study and evaluate with the intent to establish and maintain a joint fire rescue exploration committee to assure service to the City of Gainesville, the Gainesville urbanized unincorporated area, and all other unincorporated areas of Alachua County. For some services, the area may include the entire County. The City and County may jointly retain the services of a consultant to study and evaluate joint services, subject to funds budgeted and appropriated.

Section 2: Personnel. The County shall reimburse the City its reasonable costs of administrative, mechanical, clerical, fire prevention, training and investigative services necessary

to support the Fire Department operations in the unincorporated areas of Alachua County. Both parties recognize that the commencement of fire service in the unincorporated areas will be accomplished in phases. All reductions in the number of staff positions that may result from a merger of the City and County Fire Rescue Departments will be made through normal attrition.

No current employee of the City or County assigned to the Fire Rescue Departments will be terminated or receive a reduced salary or benefits because of the creation of the merged department. No current employee will be made to change to a different retirement program (subject to any limitations imposed by state law). This Agreement does not create any relationship with, or any rights in favor of, any third party, or current or future employee of the City, the County, or a combined emergency services system.

Section 3: Amendments. All amendments to this Interlocal agreement will require approval of both the City Commission and the County Commission that will be considered as expeditiously as possible. The City and County agree that a merger of the Fire Rescue Departments is an evolutionary process that will require that numerous issues be resolved and a new Interlocal agreement may be adopted to replace this Interlocal agreement. The City and County agree that the new Interlocal agreement shall include at a minimum the following provisions explained further in the addendum to this agreement:

Article A – Employer Responsibility/Employee Plan;

Article B – Financing Plan;

Article C – Governance Plan;

Article D – All Operational Plan.

The City Manager and County Manager shall present the results of the study and evaluation of a combined emergency services system for consideration by the City Commission and County Commission within (one year or 18 months?) from the date of this agreement.

Section 4. Terms. The City and County agree that a long-term Interlocal agreement is desirable for the continuity and stability of service, planning, and financial affairs; therefore, the

term of this Agreement shall commence when executed by both parties and shall continue until amended or replaced with a new agreement as provided for in Section 3 above.

Section 5. Termination of Agreement. This agreement may be terminated without cause upon 30 days written notice by the City or County delivered to the other party.

Section 6. Recording of Agreement. The County, upon execution of this agreement by the appropriate City and County officials, shall record this Interlocal agreement in the Public Records of Alachua County, Florida.

Section 7. Employment Right of Control. Except as otherwise provided for in paragraph 5, during the term of this Agreement, the CITY and COUNTY shall have and maintain all responsibility for and control over the delivery of services, standards of performance, discipline of personnel and other matters incident to the performance of the services, duties, and responsibilities described and contemplated herein, including the determination of wages and benefits within their respective governments.

Section 8. Indemnification. The County shall indemnify the City, its officials, agents and employees, and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omissions of negligence or intentional wrongdoing on the part of the County.

Section 9. Sovereign Immunity. The County and the City agree that nothing in this contract shall be interpreted as a waiver of the City's sovereign immunity under 768.28 Florida Statutes.

IN WITNESS WHEREOF, the City and County have caused this Interlocal agreement to be executed this ____ day of _____, 2003 for the uses and purposes set forth herein.

ALACHUA County

By: _____
Chair, Board of County Commissioners

ATTEST:

Clerk of Court

APPROVED AS TO FORM AND LEGALITY:

By: _____
County Attorney

CITY OF GAINESVILLE

By: _____
Mayor

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM AND LEGALITY:

City Attorney