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2 **INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY**
3 **AND CITY OF GAINESVILLE REGARDING AUTOMATIC AID FOR**
4 **FIRE AND EMS SERVICES**
5

6 **THIS AGREEMENT** (this "Agreement") entered into pursuant to Chapter F. S. 163 et.
7 seq, the Florida Interlocal Cooperation Act of 1969, on the date of the last signature on this
8 Agreement between the City of Gainesville, a municipal corporation of the State of Florida
9 ("City") and Alachua County, a charter county and political subdivision of the State of Florida
10 ("County").

11 **WHEREAS**, the City of Gainesville is responsible for the provision of fire rescue
12 services within the City's corporate limits and Alachua County is responsible for the fire rescue
13 services in the unincorporated areas of the County; and

14
15 **WHEREAS**, the City and County share a common boundary and have for the last 30
16 years had an agreement on the cross jurisdiction provision of Fire and EMS services to the
17 residents in their respective jurisdictions, and

18
19 **WHEREAS**, the City and County in an effort to meet ever-changing demands for
20 service, has had variations of successful agreements relating to the provision of Fire and EMS
21 services, most recently the Automatic Aid Agreement signed in June of 2018, and

22
23 **WHEREAS**, the City and County wish to enter into a new agreement modifying the
24 terms of the prior agreement and the call types wherein each will automatically respond into the
25 jurisdiction of the other, and

26
27 **WHEREAS**, it is recognized by both the City and County that the provision of services
28 into the areas of the County which adjoin the boundaries of the City are of concern to both.

29
30 **NOW THEREFORE**, the City and the County agree as follows:

31
32 **Section 1. Automatic Aid Agreement.**

- 33
34 1) The City and the County will work with the Combined Communications
35 Center (CCC) to develop a method of automatic dispatch for the most
36 appropriate unit available to achieve optimal response times for those specific
37 types of Emergency Fire (EFD) and Emergency Medical Dispatches (EMD)
38 as identified in Attachment 1, which is attached hereto and incorporated by
39 reference. It is understood that the use of EFD and EMD is constantly under
40 evaluation and periodic modification. Therefore the City and County agree
41 that the call types, methods and protocol may be modified upon their
42 respective Fire Chiefs joint agreement in writing.
43 2) The City and County agree that each shall be compensated by the jurisdiction
44 receiving services under this agreement. It is agreed that an average cost for
45 each response shall be calculated by utilizing the previous fiscal years actual
46 expenditures divided by the total number of responses within the identified

47 automatic aid territory (Attachment 2).

- 48 a. Actual expenditures shall be attributed to the provision of fire
49 protection services inside the identified automatic aid territory:
50 i. Personal Services-Salaries, overtime and benefits.
51 ii. Operating Expenses- Day to day costs incurred (goods
52 delivered or services rendered). Costs will include professional
53 services, utilities, travel/training, supplies and equipment, and
54 vehicle replacement funding. Cost allocation may be necessary
55 where material amounts of expenditures cross function-activity
56 lines. Excludes contracted fire service with other
57 municipalities.
58 iii. Operating Capital Outlay shall equal 1% of total allowable
59 actual expenditures.
60 iv. Indirect Costs-costs that CANNOT be directly attributed to a
61 particular cost objective or service in accordance with the Cost
62 Allocations Plan.
- 63 b. The average cost per response to be used beginning on October 1,
64 2019 is \$869.92 per Attachment 2.
- 65 c. Staff will convene no later than March of each year to update the
66 average cost per response.
67 i. The audited financial information for both jurisdictions divided
68 by the actual number of responses for the prior fiscal year. For
69 example March 2020 will use FY2018/19 actual expenditures
70 and actual responses.
71 ii. The difference between the prior fiscal years average cost per
72 response and the current fiscal year actual cost per response
73 will be multiplied by the difference in the respective
74 jurisdictions response to calls in the others jurisdiction to
75 determine the reconciliation payment due (true-up calculation
76 and payment). Payments due for the difference shall be made
77 to the appropriate jurisdiction within 30 days of the
78 reconciliation as agreed upon by both agencies.
- 79 d. Payments will be made on a monthly basis in accordance with the
80 provisions for 218, Part VII Florida Statutes ("Local Government
81 Prompt Payment Act")
- 82 3) The City and County agree to recognize all fire based units stationed within
83 the Automatic Aid Agreement boundary map, which is Attachment 3 and
84 incorporated by reference. These units are considered to be compensable units
85 under this agreement with the exception of County Engine 80. It is agreed that
86 Engine 80 shall not be compensated for any responses into the City as long as
87 it is stationed within the City limits. Once it is relocated outside of the City
88 limits, it shall then be considered to be a compensable unit.
- 89 4) This agreement for the automatic dispatch of assets of the parties is not meant
90 to supplant the need to provide sufficient fire services but does not preclude
91 the ability of either jurisdiction to request mutual aid for incidents occurring
92 outside the fire service agreement boundary or for units not assigned therein

93 or in accordance with the Statewide Mutual Aid/State Emergency Response
94 Plan.

- 95 5) The geographic boundary of this agreement is as set forth in Automatic Aid
96 Agreement boundary map (Attachment 3), which is attached hereto and
97 incorporated by reference.
98 6) The parties agree that this agreement will be effective October 1, 2019.
99

100 **Section 2. Indemnification.** Each party shall be solely responsible for the negligent or wrongful
101 acts of its officials, agents and employees.
102

103 **Section 3. Sovereign Immunity.** Nothing in this Interlocal shall be interpreted as a waiver of
104 any parties sovereign immunity as granted under Section 768.28, Florida Statutes.
105

106 **Section 4. Termination.** This Agreement may be terminated by either party with written notice
107 given at the address provided in Section 8. The notice must be received no later than March 1th of
108 a given year, the agreement will remain in force until September 30th of that year.
109

110 **Section 5. Filing of Agreement.** The County, upon execution of this Agreement, shall file the
111 same with the Clerk of the Circuit Court in the Official Records of Alachua County, as required
112 by Sec. 163.01(11), Fla. Stat.
113

114 **Section 6. Public Records.** Each Party shall meet the requirements of Chapter 119, Fla. Stat., for
115 retaining public records and transfer, at no cost, to any other requesting Party, copies of all public
116 records regarding the subject of this Agreement which are in the possession of the Party. All
117 records stored electronically shall be provided to the requesting Party in a format that is compatible
118 with the information technology systems of the requesting Party.
119

120 **Section 7. Applicable Law and Venue.** This Agreement shall be governed by and construed in
121 accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law
122 provision to the contrary. In the event of any legal action under this Agreement, venue shall be in
123 Alachua County, Florida.
124

125 **Section 8. Notices.** Any notices from either party to the other party must be in writing and sent
126 by certified mail, return requested, overnight courier service or delivered in person with receipt
127 to the following:
128

County:
Alachua County, Florida
Attn: County Manager
12 SE 1st Street
Gainesville, FL 32601

City:
City of Gainesville
Attn: City Manager
200 E. University Ave., Suite 408
Gainesville, FL 32601

With copy to:

Clerk of the Court
Attn: Finance & Accounting

12 SE 1st Street, 3rd Floor
Gainesville, FL 32601

and

Office of Management and Budget
Attn: Contracts
12 SE 1st Street, 2nd Floor
Gainesville, FL 32601

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Section 9. Severability. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

Section 10. Integration/Merger. This Agreement contains the entire agreement and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Agreement. The terms of this Agreement are contractual and not merely recital.

Section 11. Modification and Waiver. The provisions of this Agreement may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of the Agreement shall apply to any other portion of the Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

Section 12. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

Section 13. Successors and Assigns. The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.

Section 14. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 15. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that all Parties have substantially contributed to the preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement between Alachua County and the City of Gainesville on the respective dates beneath each signature.

**BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA**

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ATTEST:



Jesse K. Irby, II
Clerk of the Board of
County Commissioners

BY: 

Charles Chestnut, Chair
Board of County Commissioners


Date: 9/10/2019

APPROVED AS TO FORM



County Attorney

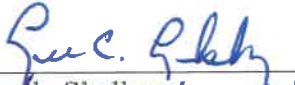
CITY OF GAINESVILLE

BY: 

Lauren Poe, Mayor

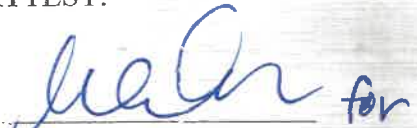
APPROVED AS TO FORM AND LEGALITY

Date: 9/24/19



~~Nicolle Shalley~~ Lee C. Libby
City Attorney, Assistant

ATTEST:



Ornichele D. Gainey
Clerk of the City Commission

ATTACHMENT 1

INCIDENT TYPES FOR AUTOMATIC AID

EFD Incident Types for Automatic Aid

Code	Determinant	Description
F51	D	Aircraft Crash
F54	D	Confined Space Rescue
F56	D	Elevator/Escalator Rescue
F57	D	Explosion
F58	D	Extrication/Entrapped
F60	D	Gas Leak/Odor
F62	D	High Angle Rescue
F69	D, E	Structure Fire
F71	D	Vehicle Fire
F72	D, E	Water Rescue/Sinking Veh
F73	D	Watercraft Collision
F75	D	Train/Rail Fire
F77	D	Vehicle Accident

EMD Incident Types for Automatic Aid

Code	Determinant	Description
E01	D	Abdominal Pain
E02	D & E	Allergic Reaction
E03	D	Animal Bite
E04	D	Assault
E06	C, D & E	Breathing Problems
E07	D, E	Burns/Explosion
E08	D	Hazmat/Inhalation
E09	B, D, & E	Cardiac Arrest
E10	A, C D	Chest Pain
E11	D & E	Choking
E14	D	Drowning/Diving
E15	D & E	Electrocution
E17	D	Significant Fall
E22	D	Inaccessible Incident
E28	A, C	Stroke
E30	D	Traumatic Injury
E31	A, C-D & E	Unconscious/Fainting

ATTACHMENT #2

Calculation for Combined Average Cost per Response

<u>ACFR + GFR FY2017 number of fire service responses</u>	<u>35,225</u>
ACFR FY2018 Actual + GFR FY2018 Actual	30,643,043

Average Cost per Response = \$869.92

ACFR Responses (per GFR email 5/23/19) (includes E80 in City and AAA Units)	11,801
GFR Responses	23,424
Total Adjusted Responses	35,225

FY2018 GFR Budget				
Object Code	Description	2018 Actuals	Less 8221 Airport:	Total FY18 Allowable Actuals
001 - General Fund - 820 Fire				
1011	Permanent Full Time	9,701,071.33	(386,993.24)	9,314,078.09
1013	Temp Full Time	36,698.54		36,698.54
1014	Temp Part Time	20,197.12		
1030	Overtime 1.5	733,558.06	(9,597.76)	723,960.30
1050	Holiday Pay	69,853.26		69,853.26
1130	Special Assignment	152,524.58	(857.91)	151,666.67
1135	Field Training Officer Pay	-		-
1150	Longevity	120,197.24		120,197.24
1185	Technical Rescue Supp (Fire)	17,870.75		17,870.75
1195	Hazmat Incentive Pay	63,195.64		63,195.64
1310	EMT Certification	633,880.71		633,880.71
1330	Education Incentive FF	77,159.68		77,159.68
1380	Billable Overtime	57,741.91		57,741.91
1430	FLSA	129,613.63		129,613.63
1470	Fire Inspector Certification	717.95		717.95
2010	Social Security	842,734.20	(30,404.84)	812,329.36
2020	Retirement	1,925,899.50	(19,477.92)	1,906,421.58
2021	Disability	-		-
2030	Health Insurance	1,188,125.83	(43,216.68)	1,144,909.15
2031	Retirees Health Insurance	58,139.22	(1,828.27)	56,310.95
2040	Life Insurance	24,790.71	(992.16)	23,798.55
2060	Workers Compensation	210,468.00	(7,880.48)	202,587.52
2110	Dry Cleaning	6,899.33		6,899.33
2120	Clothing Allowance	585.00		585.00
2150	Meal Allowance	3,950.00		3,950.00
3009	Non-Capital Equipment	20,427.19		20,427.19
3010	Materials & Supplies	112,154.95	(292.04)	111,862.91
3020	Office Supplies	12,185.45	(111.42)	12,074.03
3030	Printing and Binding	1,354.70		1,354.70
3040	Uniform Purchase Price	129,746.35		129,746.35
3110	Telephone	55,754.70		55,754.70
3115	TRS Access Charge	65,755.69		65,755.69
3120	Postage	605.93		605.93
3130	Advertising	1,530.00		1,530.00
3140	Utilities	161,373.29		161,373.29
3150	Gasoline, Oil & Grease	127,732.59		127,732.59
3195	Assessment Centers	4,773.61		4,773.61
3200	Local Travel	4,433.66		4,433.66
3210	Travel & Training	55,149.56	(9,300.00)	45,849.56
3230	Safety Awards	10,560.10	(394.00)	10,166.10
3240	Books & Film	3,627.84		3,627.84
3250	Dues, Memberships & Pubs	8,762.80	(275.60)	8,487.20
3420	Rental-Equipment	8,772.01		8,772.01
3510	Insurance Premiums	195,523.00		195,523.00
3940	Lease Expense	14,400.00		14,400.00
4110	Professional Services	202,822.24	(36.00)	202,786.24
4120	Other Contractual Services	61,071.19		61,071.19
4210	Fleet Service Cost-Variable	437,684.93		437,684.93
4211	Fleet Service Cost-Fixed	1,095,463.39		1,095,463.39
4220	Maintenance Office/Other Equip	49,936.91	(1,613.40)	48,323.51
6040	Machinery & Equipment (exclude-see below 3%)	-		-
BUDGET OFFICE PROVIDES				
	Plus: Indirect Costs	1,037,591.00		1,037,591.00
		19,955,065.27	(513,271.72)	19,441,793.55
CAPITAL IMPROVEMENT PLAN - FUNDS 300 SERIES				
	1% Capital Outlay			194,417.94
	Total Allowable			19,636,211.49

Alachua County - Fire Rescue

		FY18 ACFR Actual	Non Allowed	FY18 Actuals Revised
011-5480-522 Fire Protection Services / Fire Control				
12-00	Regular Salaries & Wages	5,002,973.45		5,002,973.45
13-00	Other Salaries and Wages	3,605.10		3,605.10
14-00	Overtime	2,428,802.98		2,428,802.98
15-00	Special Pay	28,192.50		28,192.50
15-10	Cell Phone Allowance	750.00		750.00
21-00	Fica Taxes	534,106.86		534,106.86
22-00	Retirement Contributions	1,582,414.87		1,582,414.87
23-10	Health Insurance	1,392,585.43		1,392,585.43
23-15	Dental Insurance	27,826.36		27,826.36
23-20	Life Insurance	4,404.81		4,404.81
23-25	Life Insurance - \$10,000	1,501.48		1,501.48
23-30	Health Insurance - Wellness Reserve	76,410.00		76,410.00
24-10	Worker's Compensation	209,607.00		209,607.00
31-00	Professional Service	33,535.62		33,535.62
31-41	Attorney Fees	3,673.50		3,673.50
31-60	Medical	1,977.28		1,977.28
34-00	Other Services/Contracts	2,374,078.35	(2,374,078.35)	-
40-00	Travel & Per Diem	7,525.31		7,525.31
40-13	Out of State	12,918.86		12,918.86
41-00	Communication Services	35,613.13		35,613.13
41-30	Local, Long Dist & Other	2,851.92		2,851.92
41-50	Mobile Phone	1,676.81		1,676.81
41-70	Cable-TV	372.32		372.32
41-80	Internet Usage Fees	18,986.62		18,986.62
42-00	Freight & Postage	13,866.38		13,866.38
42-60	Freight & Postage Service/Transportation	(7,000.00)		(7,000.00)
42-62	Freight & Postage Service/Postage	7,000.00		7,000.00
44-00	Rentals and Leases	410,621.20		410,621.20
45-00	Insurance	251,588.50		251,588.50
46-00	Repairs and Maintenance Services	35,147.46		35,147.46
46-10	Motor Vehicle	160,983.85		160,983.85
46-11	Motor Vehicle/ACPW-Shop	102,464.28		102,464.28
46-12	Motor Vehicle/commercial	22,742.13		22,742.13
47-00	Printing And Binding	1,487.89		1,487.89
48-00	Promotional Activities	270.59		270.59
49-00	Other Current Charges & Obligations	852,546.91		852,546.91
49-04	Legal Advertising	1,109.80		1,109.80
51-00	Office Supplies	26,177.52		26,177.52
52-00	Operating Supplies	81,968.52		81,968.52
52-01	Tools/equip < \$100/unit	36,271.00		36,271.00
52-10	Food	70.18		70.18
52-23	Fuel	93,295.97		93,295.97
52-31	Software < \$750	31,397.72		31,397.72
52-70	Uniforms	182,292.05		182,292.05
52-90	Personal Items	(1,989.00)		(1,989.00)
54-00	Books Publications and Memberships	2,933.20		2,933.20
54-40	Memberships	2,812.00		2,812.00
55-00	Training & Education	15,607.78		15,607.78
64-10	Machinery & Equip > \$5000 Furniture & Equipment (Exclude - see below 3%)			-
				-

Alachua County - Fire Rescue

	FY18 ACFR Actual	Non Allowed	FY18 Actuals Revised
011-5480-522 Fire Protection Services Total	16,110,056.49	(2,374,078.35)	13,735,978.14
011-1916-522 Fire Protection - Utility Services	81,474.00		81,474.00
011.5400.525. Administration - Fire Protection	248,950.00		248,950.00
011-5420.522 Fire Protection - Communication/Radio Equipment	85,317.00		85,317.00
Less: Stations not in Automatic Aid Territory:			-
City of Archer Station		(1,084,622.00)	(1,084,622.00)
City of Hawthorne Station		(1,084,622.00)	(1,084,622.00)
City of Waldo Station		(1,084,622.00)	(1,084,622.00)
Subtotal ACFR Actual Expenditures	16,525,797.49	(5,627,944.35)	10,897,853.14

Attachment 3

