

1 **FIRE SERVICES ASSISTANCE AGREEMENT**
2 **BETWEEN ALACHUA COUNTY AND CITY OF GAINESVILLE**
3 **FOR FIRE RESCUE SERVICES**
4

5 This Interlocal Agreement to provide fire protection services assistance between Alachua
6 County and the City of Gainesville is hereby made and entered into this 10th day of
7 October, 2006, by and between Alachua County, a charter county and political
8 subdivision of the State of Florida, by and through its Board of County Commissioners,
9 hereinafter referred to as the "County", and the City of Gainesville, a Florida municipal
10 corporation, hereinafter referred to as the "City".

11
12 WITNESSETH:

13
14 WHEREAS, the City and County entered to an agreement dated August 29, 1996, for the
15 provision of fire protection services ("Designated Assistance Agreement"); and

16
17 WHEREAS, the City and County desire to repeal the original Designated Assistance
18 Agreement and enter into a new agreement for the provision of fire services;

19
20 NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual
21 covenants and promises hereinafter set forth, the parties do hereby agree to enter into an
22 interlocal agreement which will be recorded in the public records of Alachua County as follows:

23
24 **Section 1. Term of the Agreement.** This agreement will commence on October 1, 2006 and
25 remain in effect until terminated pursuant to Section 9, herein.

26
27 **Section 2. Definitions.** For purpose of this Agreement, the terms listed below shall have the
28 following meanings:

- 29
30 A. Automatic Aid - Automatic aid is assistance dispatched automatically by contractual
31 agreement between two communities or fire districts
- 32 B. Fire Rescue services - Assignment and response of fire apparatus to all types of emergencies
33 including fire, rescue, emergency medical, hazardous materials, extrication, natural and
34 accidental disasters
- 35 C. Cost of Fire Protection Operations:
- 36 a. Personal Services – Salaries, overtime and benefits
 - 37 b. Operating Expenses – Day to day costs incurred (goods delivered or services
38 rendered) in the provision of fire protection services to our citizens. Costs will
39 include professional services, utilities, travel/training, supplies and equipment and
40 vehicle replacement funding. Cost allocation may be necessary where material
41 amounts of expenditures cross function-activity lines. Excludes contracted fire
42 service with other municipalities.
 - 43 c. Operating Capital Outlay (less than \$25,000)
 - 44 d. Indirect Costs - costs that CANNOT be directly attributed to a particular cost
45 objective or service in accordance to the Cost Allocation Plan.
- 46 D. Map Reference Area – Defined geographical area used to determine response orders of an
47 apparatus.
- 48 E. Fire Apparatus - Aerial, Engine, Brush and/or Tanker, Squad, Truck
- 49

1 **Section 3. Response and Response Area.**
2

- 3 A. The map of the Urban Reserve Area as adopted by the Alachua County Board of County
4 Commissioners on January 10, 2006, with noted modifications, is included as Attachment
5 I and will be used for purposes of determining jurisdictional boundaries for this
6 agreement. Response to incidents in the modified Urban Services Area will be through a
7 unified system which does not consider the political jurisdiction in which the incident
8 occurs. The County and City agree to provide automatic aid to each other through the
9 response of the closest available unit with the exclusion of the property identified as
10 University of Florida Main Campus as outlined in Attachment I.
11 B. All map reference areas (MRA) within the boundaries of Attachment I shall be assigned
12 to provide for the closest station to the response locations (as determined by shortest road
13 mileage) as the first responder.
14 C. Any changes in the MRA shall be agreed upon, in writing, by the County Manager and
15 City Manager or their designees prior to the change designation in dispatch protocol.
16 D. Changes in major road connectors or additional roadways may change the MRA and the
17 first responder order. These changes may result in a change in the response order to
18 reflect actual closest unit response. Any changes in the MRA as a result of changes in
19 roadways will be agreed on, in writing, by the County Manager and City Manager or
20 their designees prior to the change designation in dispatch protocol.
21 E. The resource requirement of various categories/types of Fire Rescue services will be
22 determined by mutual agreement of the Chief Officers from the City and County Fire
23 Rescue Departments. Each agency reserves the right to provide non-emergency services
24 that are not subject to the closest unit provision identified above.
25

26 **Section 4. Fire Stations.**
27

- 28 A. Fire stations, apparatus and minimum staffing complements covered by this
29 agreement are listed in Attachment II.
30
31 B. Future station locations will follow the Fire/EMS Services Master Plan (FSMP)
32 dated October 2004 and adopted by the Alachua County Board of County Commissioners on
33 February 2, 2006 and will be incorporated into this agreement by amendment as provided herein.
34

35 **Section 5. Method of Payment.** The cost of fire protection services shall be reported
36 for personal services, operating expenses, operating capital and indirect costs. Debt Service shall
37 be identified but not included in the reimbursement calculation.
38

39 A. Effective October 1, 2006, the determination of payments due for fire services
40 assistance shall be calculated monthly and shall be based on actual call load data from the prior
41 month.
42

43 B. Monthly reimbursement calculations shall be based on a combined average cost
44 per response as follows:
45

46 a. Alachua County Fire Rescue (ACFR) and Gainesville Fire Rescue (GFR)
47 current year budget for fire protection operations, as defined herein, divided by total ACFR and
48 GFR prior year number of fire service responses. [ACFR Costs+ GFR Costs/ACFR Response+
49 GFR Responses]

1
2 b. This will determine the average cost per response to be applied to the each
3 month's reimbursement calculation.
4

5 c. The average cost per response shall then be applied to the difference in
6 actual responses and invoiced to the appropriated jurisdiction. [(ACFR calls into City – GFR
7 call into County)*Average Cost per Response = Monthly Payment Due]
8

9 d. Payments will be made on a monthly basis in accordance with the
10 provisions for § 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”) using
11 the actual responses for the month multiplied by the prior fiscal years average cost per response.
12

13 C. Fire Stations relocation, currently constructed or funded for construction (see
14 attachment II) in agreement with the FSMP will be included in the reimbursement calculation.
15 Future construction of fire stations not built in conjunction with the FSMP will not be considered
16 in the reimbursement formula unless agreed upon by both agencies.
17

18 D. County Office of Management and Budget (OMB) will coordinate with the City
19 Budget and Finance Department on a monthly basis to verify call load data, as approved by the
20 respective Fire Rescue Departments, and prepare a reimbursement reconciliation to be used for
21 monthly invoicing.
22

23 E. Annual reconciliation calculation will be performed not later than December 31 of
24 each year using audited financial information for both jurisdictions to calculate the actual cost
25 per response for the prior fiscal year and apply the cost to the actual number of responses for the
26 prior fiscal year. The difference between the prior fiscal years average cost per response and the
27 current fiscal year to date actual cost per response will be multiplied by the difference in the
28 respective jurisdictions response to calls in the others jurisdiction to determine the
29 reconciliation payment due. Payments due for the difference in the prior years actual versus
30 estimated cost per response shall be made to the appropriate jurisdiction no later than January
31 15th of the current fiscal year.
32

33 F. By November 30, 2006, a one-time reconciliation calculation shall be performed
34 and payment to the appropriate jurisdiction shall be made based on actual call load data from
35 fiscal year 2006. Payments due by the City or County shall be made to the appropriate
36 jurisdiction within 30 days of the reconciliation as agreed upon by both agencies.
37

38 **Section 6. Amendments.** Amendments to this Agreement may be made by either party
39 and shall be executed by mutual written agreement.

40 **Section 7. Attachments.** All attachments to this agreement are incorporated into and
41 made part of this Agreement.
42

43 **Section 8. Entire Agreement.** This Agreement constitutes the entire agreement and
44 supersedes all prior written or oral agreements, understandings, or representations.
45

46 **Section 9. Effective Date, Duration, Termination.** This Agreement shall be effective
47 on October 1, 2006, and remain in effect until terminated as follows:
48

1 A. If either party fails to fulfill its obligations under this agreement in a timely and
2 satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations
3 under this agreement, then the other party shall give a written notice to the party in default
4 starting the failure or breach, and providing a reasonable time period for correction of same. In
5 the event the correction is not made in the allotted time, the other party shall have the right to
6 terminate this agreement after giving written notice of intent to terminate at least thirty (30) days
7 prior to the termination date.

8
9 B. If agreement upon an alternative delivery system is reached, a transition plan will
10 be adopted by mutual consent of the parties including a specific date upon which the alternative
11 system shall commence and this agreement shall be terminated.

12
13 C. This agreement will commence on October 1, 2006 and remain in effect until
14 affirmatively terminated by either or both parties to the agreement. Except as provided for in Section
15 9 (A) and (B) termination of the agreement requires a three hundred and sixty-five (365) day notice
16 in writing to the other party.

17
18 **Section 10. Liability.** Each party shall be solely responsible for the negligent acts or
19 omissions of its employees and agents which in any way relate to or arise out of this Agreement.
20 Nothing contained herein shall be construed as consent to be sued by third parties in any matter
21 arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or
22 the provisions of 768.28, Florida Statutes.

23
24 **Section 11. Non Waiver.** Failure of either party to exercise any right in this Agreement
25 shall not be considered a waiver of such right.

26
27 **Section 12. Notice.** Except as otherwise provided in this Agreement any notice of
28 default or termination from either party must be in writing and sent certified mail, return receipt
29 requested or by personal delivery with receipt to the following County and City representatives:

30
31 Randall H. Reid
32 County Manager
33 P.O. Box 2877
34 Gainesville, FL 32602

Russ Blackburn
City Manager
City Hall, Station 6
P.O. Box 490
Gainesville, FL 32602

35
36 A copy of any notice, request or approval must also be sent to:

37 J.K. "Buddy" Irby
38 Clerk of the Court
39 P.O. Box 939
40 Gainesville, FL 32602
41 ATTN: Finance and Accounting

Kurt M. Lannon
Clerk of Commission
P.O. Box 490, Station 18
Gainesville, FL 32602

42
43 **Section 13. Severability.** If any provision of this Agreement is declared void by a court
44 of law, all other provision will remain in full force and effect.

45
46 **Section 14. Third Party Beneficiaries.** This Agreement does not create any
47 relationship with, or any rights in favor of any third party.
48

