

**\* \* *DRAFT 2003* \* \***

**AGREEMENT BETWEEN  
ALACHUA COUNTY AND  
THE CITY OF GAINESVILLE  
FOR A COMBINED FIRE SERVICES MERGER**

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## JOINT FIRE SERVICES MERGER

### DEFINITIONS

Ad Valorem Tax Contribution means the amount of money the County will pay to the City for any fiscal year from County's Ad Valorem Tax revenues.

Aerial Device shall mean a piece of fire fighting apparatus capable of elevated rescue operations and elevated fire stream delivery.

Capital Asset shall mean any fire engine, ambulance, motor vehicle, fire fighting apparatus, emergency medical apparatus or any other equipment or asset having a value of Five hundred (\$500.00) dollars or more and a service life expectancy of one year or greater.

*Combined Emergency Services System Transition Board – Previous board established and sunset to enhance fire merger discussions.*

Critical Incident Stress Debriefing Team shall mean a cadre of personnel which provides appropriate and professional peer counseling, defusing or debriefing following an emergency incident or other event which indicates the need for stress debriefing.

EMS shall mean emergency medical services.

Emergency Medical Services transport shall mean emergency rescue and patient transport services provided by an emergency medical services unit.

Fire Arson Investigative Services shall mean the investigation into the cause and origin of a fire and the investigation and criminal prosecution of criminal offenses related thereto.

Firefighter shall mean a member of the City of Gainesville or Alachua County who was hired by the City or County to serve as a firefighter, whose equipment is regular and continuous and not temporary, who is subject to any civil service rules.

Fire Hydrant Maintenance Ordinance shall mean an ordinance enacted by the City and County which requires the maintenance of fire hydrants by the various utilities or local governments located within the County, which receive fire suppression services from the City or County.

Fire Prevention Programs shall mean the development and delivery of public presentations designed to promote and/or educate the general public in fire safety or life safety behaviors.

Fire Report shall mean a report by a fire suppression services unit or by a member of a fire investigation team.

Fire Safety Inspections and Pre-fire Planning shall mean the inspection or examination of commercial or multifamily residential structures for the purpose of determining compliance with applicable fire and life safety codes or for effective fire suppression efforts.

Fire Suppression Unit shall mean one fire engine of 1000 gallons per minute or greater or other fire suppression apparatus capable of rendering fire suppression and basic life support.

General Employee shall mean a full-time employee whose employment is regular and continuous and not temporary and who is a member of the General Employees' Pension Plan.

General Employees' Pension Plan shall mean the pension plan established by the City of Gainesville or Alachua County as described in Section 2-522 of the Gainesville Code of Ordinances and Alachua County Code \_\_\_\_\_.

Gainesville Regional Utilities (GRU) is the local municipal utility.

Hazardous Materials Response Team shall mean apparatus, equipment, and personnel trained for response to incidents involving hazardous materials for the purpose of protecting life and property, including appropriate professional; guidance for handling situations involving hazardous materials or hazardous waste.

Health Trust Fund means a fund established by City for the purpose of off- setting part of the cost the City will bear for providing post-retirement health insurance coverage for certain Transferred Employees upon retirement. This Fund will be established and maintained solely from payments received by City from County.

ISO Rating means the rating issued by the Insurance Services Office.

Joint Fire Rescue Exploration Committee – Members consist of two members from the City Commission and two members from the County Commission previously referred to as the Combined Emergency Services System Transition Board.

Length of Service shall mean the total length of employment according to City and County records computed from the initial service date or adjusted service date.

Level of Service shall mean comprehensive fire and EMS protection provided on a 365-day basis on a twenty-four (24) hour per day basis.

Maintain shall mean to keep in good, operating condition.

Pension Board of Trustees shall mean the board of trustees of the General Employees' Pension Plan or Firefighters' Pension Plan.

Personnel Costs shall mean contract wages and all associated fringe benefit costs including, but not limited to, costs related to insurance, FICA, pension, overtime, education, and longevity.

*Projected Fire Assessment Fee means ninety-five percent (95%) of the amount of the assessment County projects it will make for any fiscal year from owners of property located within the boundaries of City under the authority of the County's Municipal Services Taxing or Benefit Unit (MSTU) Ordinance No. \_\_\_\_\_, as amended. The projected Fire Assessment Fee is the estimate of the revenue to be collected by the fee when the Proposed Fire Assessment Rates are multiplied by the County Property Assessment Role as provided by the Alachua County Property Appraiser, the total; of which is then multiplied by 95%. (Sarasota wording)*

Special Events shall mean events, such as parades, festivals sporting events, pyrotechnic displays or other similar activities for which capital assets or personnel may be required for public safety.

Time in Grade shall mean time of service since appointment to most recent rank.

**ARTICLE A**  
**EMPLOYER RESPONSIBILITY/EMPLOYEE PLAN**

Effective Date: The County employees listed in attachment “A” shall become employees of the City on {date} and be assigned to the positions, salaries and pension selection more particularly described therein. Employees to be furnished by the County shall be adequately trained for the purpose, and shall be competent in their position. The City agrees to replace any personnel who fails to meet the standards normally required of personnel, or who fail to meet the standards applicable to the personnel of Gainesville Fire Rescue.

Transition Period (if needed): During the transition period, \_\_\_\_\_, all County employees who are to be transferred into City service, as designated in Attachment “A”, shall be and remain employees of the County and none of them shall be considered to be in the employ of the City. During such period, the County shall be responsible for the compensation, insurance benefits, civil service benefits, pension benefits, collective bargaining relationship, training, discipline and any other status or right which such employee may have as an employee of the County. Additionally, the County shall remain responsible for all duty assignments, work and vacation scheduling, discipline of employees, and all other similarly related personnel matters relating to such employee. During this period, the City shall retain responsibility for the direction and supervision of such employee. City and County fire management personnel will meet and confer on operational efficiencies and deficiencies with a goal towards elimination of redundancies or overlapping services to City and County residents during this period. The City and County management personnel will also meet and confer to expeditiously resolve any personnel issue that may arise during this period. It is understood that on site incident command will involve response and direction by the Incident commander whether employed by the City or County.

Moreover this agreement shall always be construed to be consistent with this consideration and requirement.

The County shall not be liable for benefits or compensation accrued on behalf of any Transferred Employee while employed by the City.

All County employees, as designated in Attachment "A" "All shall be employed by the City on \_\_\_\_\_, and shall thereafter have the same rights and responsibilities as is applicable to other similarly situated City employees. On \_\_\_\_\_, the County shall transfer into City service, all County personnel, as designated in Attachment "A", and all employees so transferred and any other fire suppression and EMS personnel employed by the County in performance of such services, functions and responsibilities as described and contemplated herein shall be and remain City employees, and none of them shall be considered to be in the employ of the County for the purpose of insurance benefits, civil service benefits, compensation, pension benefits, collective bargaining relationship, and/or any other status or right. Accordingly, the County shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation funds (Chapter 440, F.S.) vacation or compensatory time, sick leave benefits or other amenities of employment to any City personnel performing services, duties and responsibilities hereunder for the benefit of the County and the residents thereof or any other liabilities whatsoever, unless specifically provided to the contrary herein. The County shall not be liable for compensation, contribution or indemnity to the City of any kind whatsoever, arising out of such employment and performance of the services, duties and responsibilities contemplated herein. Under no circumstances and for no purpose shall the County and the City be deemed joint employers of transferred employees. Moreover this agreement shall always be construed to be consistent with this consideration and requirement.



The County shall not be liable for benefits, or compensation, accrued on behalf of any Transferred Employee while employed by the City. *County agrees to provide City all licenses, certificates, permits, to maintain provision of FIRE/EMS in its jurisdiction.*

Length of Service - The City agrees and acknowledges that the Length of Service and Time in Grade earned by a Transferred Employee while a County employee shall transfer to the City system. Length of Service shall pertain to benefits such as vacation accumulation and vacation bids.

Salary and Wages - Commencing \_\_\_\_\_, the City shall pay each Transferred Employee a salary or wage that will provide each Transferred Employee the same or greater pay as provided by the County as of \_\_\_\_\_. Future pay raises will be in accordance with City policy and/or labor negotiations, as is applicable.

Pension - The City agrees that each Transferred Employee shall have the right to select participation within either the Florida Retirement System or to join the City of Gainesville Consolidated Police and Fire Fighters Pension Plan, as is applicable. The parties agree that a Transferred Employee shall not accrue service in the Florida Retirement System and the respective City Pension Plan simultaneously. The, Transferred Employee's election shall be made only once and shall be irrevocable. It shall be in writing and be executed prior to \_\_\_\_\_. If a Transferred Employee selects participation within the Florida Retirement System, such employee shall have the termination options available to such employee as set forth in *Sections \_\_\_\_\_ of the Gainesville Code of Ordinances*, as is applicable, as amended.

Pension Plan Payments - For all Transferred Employees who elect to continue participation in their respective Pension Plans, the City agrees to pay to such Pension Plans monies equivalent to

the sum total of the Transferred Employee's required contribution to that plan and the required Employer's contributions as determined by the actuary employed by the Pension Board of Trustees for each plan and as otherwise provided for by state law or by ordinance of the City of Gainesville, as amended. Such funds shall be transferred by wire on the same day as payroll is paid. The City agrees to transfer by wire or otherwise deposit the funds due to the respective pension funds the same day it is received from the County.

Employee Pension Contributions - The parties agree that should a Transferred Employee elect to join the Florida Retirement System, the City shall make the required employer contributions to the Florida Retirement System and the Transferred Employee shall make the required employee contributions to Social Security.

The City will not be required to finance or otherwise pay for "past service" credit as authorized under Chapter 121.F.S.

The City agrees to the terms and conditions of employment of the Transferred Employees, as designated in "Attachment A – County Employees", as more particularly set forth and described in the addendum to this agreement, which is incorporated herein by reference as if more fully set forth herein, subject to the City's obligation to collectively bargain and/or manage its employees as provided by law.

Assignment of Personnel: The City shall assign Transferred Employees, as designated on "Attachment A – County Employees", to the positions, pay grades and salaries as more particularly described therein.

The failure of the City to abide by the terms, conditions, or requirements of this Agreement shall constitute a default. In the event of a default, the County shall notify the City in writing specifying the default and stating a reasonable time within which the City shall cure such default. Waiver of any default shall not be deemed to be a waiver of any subsequent default.

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

In case of default by the City or County, not cured in due course, the non-defaulting party shall be entitled to all remedies available at law including, but not limited to, specific performance.

**ARTICLE B - FINANCIAL PLAN**

Consideration: In consideration of the services provided herein, the County shall pay to the City for the first year of such service beginning \_\_\_\_\_ the sum of \$\_\_\_\_\_.

Such payment shall be made in equal quarterly installments due to the City by the tenth day of each quarter. Compensation payable to the City for second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business. At the start of the second year (\_\_\_\_\_ and every twelve (12) months thereafter the compensation shall be increased or decreased in a percentage amount equal to the net percentage change in the overall City Fire Rescue Department budget for the then current fiscal year compared to the prior fiscal year. If the increase exceeds five (5) percent, the County Commission must consent in writing to the increase or request a joint meeting with the City Commission to resolve the amount of increase. If the two Commissions cannot agree at the

meeting on the increase amount, the issue shall be submitted to the arbitration process described in Exhibit A.

Annexation Rebate:

The City will pay to the County in each year of this Agreement an annexation rebate, which will be calculated as follows:

Upon the implementation date of this Agreement (January 1, 2004) an equally weighted average of the ratio of population and property valuation in the Gainesville Urban Reserve Area compared to the City plus the Gainesville Urban Reserve Area will be calculated. The most recent annual data available from the Bureau of Economic and Business Research, University of Florida and the County Property Appraiser's Office will be used for such calculation. A ratio using the same formula will be calculated on January 1 of each subsequent year of the contract beginning in January 2005 and if the average is less than that which was in effect at the time of the implementation of this Agreement, a proportionate share of that fiscal year's contract price will be rebated to the County by payment made by June 30 of that year.

Capital Assets: Ownership

The City shall be responsible and pay for maintenance, repairs, and improvements on the grounds and buildings located thereon and the furnishing of utilities. The City will retain the ownership of all capital assets, including land, or any interest therein, buildings and equipment referenced in this Agreement through the term of the Agreement. If interest in land less than a

fee simple interest is acquired for the site of an unincorporated area station, the County must approve the terms of the interest.

*... All County facilities vacated, capital returned if in service, if replacement value adjusted for depreciation and ratio of MSTU inside-vs. -Outside City.*

*At the end of the original term of this Agreement, any extensions hereof, or in the event of cancellation by reason of default the County agrees to sell stations in unincorporated areas, inclusive of land, or any interest therein, and buildings, to the City limited to a price equal to the County's investment.*

#### Capital Assets: New Property

1. The City shall from time to time establish such fire stations in such number and in such locations as the City shall deem to be expedient and in the public interest, after consultation with the Board of County Commission and City Commission or as the City shall deem appropriate.
2. If the City or County do not already own the land upon which any such fire station is to be established, it shall acquire the same the same at its cost and expense or obtain the same by grant or other means.
3. The City shall install in such fire stations such equipment of such quantity, type and description as it shall from time to time determine to be in the public interest, and such equipment shall be purchased by the City at its expense, by grants obtained therefore or in such other manner as it may elect; provided, however, that all equipment purchased by the City shall comply with the specifications established by the City for its Fire Department operations, and such as may be established from time to time by the City Commission and Board of County Commission as representing the minimum standards required for fire department equipment. The parties recognize that the County has different specifications from those normally used by Fire Departments and it is the intention of the parties that in the purchase of its equipment, the City will specify compliance with such specifications to the end that equipment purchased by the City

may be used interchangeably with that used by the County for its Fire department operations within the County limits.

4. The City shall construct upon the sites selected by its buildings to house the Fire department and the equipment acquired or to be acquired by the City. Such buildings shall be of such design, size and construction as the City may determine, but the City agrees that such buildings shall be reasonably suited for the use intended.

5. Upon receipt of notice from the City that it has obtained a site for a fire station, constructed a fire station thereon and equipped the same, or that it will be a date certain complete such acquisition and specify sufficient personnel to provide at least three men per shift for (two or three) shifts at each such fire station. The City shall employ, train, or otherwise provide the number of positions required in accordance with the notice given by the County. In this connection, it is contemplated by the parties that it will require an eight-man company to man a fire station with three personnel on duty at all times, with ranks as shown upon Exhibit A hereto.

**SECTION C – GOVERNANCE PLAN**

... City of Gainesville Commission, City Management structure given control of Dept.  
[outline authority(s)]

*...OR Shared Governance Structure...*

**ARTICLE D – OPERATIONAL PLAN**

Fire Stations:

Operation: The City will operate a minimum of fourteen (14) fire stations. These fire stations will be configured in the approximate location as shown on the map attached as Exhibit "A" to this Agreement. These stations will be as follows:

*...Station listing (County and City)...in attachment C...*

New Station Locations: The City shall use the same professional expertise and judgment to determine sites for recommendation to the County as the City uses in locating sites within the City. The recommendations shall be based upon the fact that this Agreement contemplates a totally integrated fire suppression system. The County will have final approval of station design, type of construction, and location based upon recommendation by the City. The County will provide review and approval of recommended sites to the City within 30 days of submission to the County.

Closing/Relocation of Stations: Fire station locations within the City limits may change from time to time to meet changing needs, but in no event shall the number of stations decrease. In the event either party wishes to close or relocate any of the stations in the unincorporated area, the parties shall enter into good faith negotiations to amend this agreement to accomplish that objective in a fair and equitable way. Such negotiations shall in no way reopen the remainder of the agreement.

Minimum Staffing: The City shall staff each of the stations.....

Response Levels:

*...There will be TWO (2) levels of response in the fire service area: One for the urban portion and one for the non-urban portion (rural). The urban area is determined to be the Urban Reserve Boundary.*

URBAN Response: The normal minimum initial response to various categories of fires in the unincorporated urban area by the City will be as follows:

<u>Incident</u>	<u>Apparatus</u>	<u>Personnel (Certified Firefighters/officers)</u>
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RURAL Response: The normal minimum initial response to various categories of fires in the unincorporated non-urban area by the City will be as follows:

<u>Incident</u>	<u>Apparatus</u>	<u>Personnel (Certified Firefighters/officers)</u>
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Fire Department management will be permitted to exercise judgment in modifying the response to a particular incident due to the then existing fire suppression circumstances, taking into consideration that this Agreement creates a totally integrated fire suppression system.

Station Availability: When apparatus is responding to a call for service in the unincorporated area, the Combined Communications Computer Aided Dispatch system will automatically identify the next response assignments from apparatus at other stations without regard to whether such other station is within the incorporated area. When personnel or apparatus is taken out of service at an unincorporated area station for scheduled training or maintenance-, comparable replacement apparatus and/or manpower will be available to cover that station’s response area.

Apparatus: The City also agrees to maintain the fire equipment in good and operating mechanical condition and to provide administrative, mechanical, clerical, fire prevention, training and investigative services necessary for the support of the Fire Department functions in the



unincorporated areas to the extent established by the County. The City will provide fire protection apparatus, which meets the NFPA 1901 standard and as follows: Sufficient reserve apparatus will be provided to meet the operational needs of this Agreement.

Each unincorporated area station will have assigned {insert minimum apparatus number/type/specs }.....All reserve apparatus will be fully equipped and meet or exceed NFPA 1901 standards and will be maintained in the same manner as all other apparatus in the system.

The City reserves the right to exercise professional fire management judgment through the addition, deletion, or modification of apparatus listed above except that under no circumstances shall the apparatus assigned to the unincorporated area stations be deleted or reduced in size or effectiveness or fail to meet NFPA 1901 standards.

The City agrees that it will immediately order the necessary fire trucks and related equipment for the stations to be established and that it will proceed expeditiously to acquire land and construct thereon suitable buildings to house the equipment and personnel determined to be necessary. The City agrees to answer calls for fire service and to fight fires in the unincorporated areas of Alachua County with equipment based within the City and County Limits, if such action is reasonably necessary with respect of any fire in the unincorporated areas; provided, that this contract is then in force; and provided, further that the City shall not be obligated hereunto to do anything which would result in a less favorable fire rating for property with the City limits.

Fire Prevention Services: The City will provide fire prevention services to the urban area as specifically set forth below:

- a. Annual fire inspections on all places of public assembly and all commercial structures in the urban area.

- b. Residential fire inspections upon request of the owner of the building.
- c. Fire/arson investigation urban by certified fire inspectors who are on call 24 hours a day.
- d. A comprehensive program of fire prevention education.
- e. Plans examination and inspection as required by the Life Safety Code and the Florida Statutes on a fee basis as determined by the City. The fees charged and operating policies utilized for plans examination and inspection in the urban area shall be the same as that charged within the incorporated area.

Hazardous Materials: The City will maintain a hazardous material response team equipped to provide a hazardous material response throughout the entire County. The level of response in the urban area shall be the same as that provided within the City.

Emergency Medical Services: The City will provide an automatic ALS first response for all calls requiring medical assistance in the urban area.

Adding Service: *In the event the County requests additional service from the City, the additional service shall be at the City's direct, incremental cost. Such negotiations shall in no way reopen the remainder of the agreement.*

Article I.

The City and County jointly will take such action as is necessary to perform the requirements of the ISO Grading Schedule for Municipal Fire Protection with the Fire Suppression Rating Schedule including the Public Protection Survey Information For Areas Without Water Mains.

Future Efficiencies and Technological Advancements: The parties intend that the City will provide increased efficiencies and technological advances which occur in the normal development of the City's fire suppression program throughout the County. However, to the extent not inconsistent with this Agreement, the City may take any action to maintain or improve ISO ratings in the incorporated area, without taking such action in the unincorporated area. Nothing herein shall require the City to extend new additional fire services to the unincorporated area except as provided in paragraph \_\_\_ above.

Other provider Agreements: The City will make a good faith effort to establish agreements with the other Cities providing fire services in the unincorporated area and with other volunteer departments, which provide response in the unincorporated area of the County. Such agreements shall at a minimum include provisions for organizational capacity, chain of command, communications, dispatching, training, and apparatus maintenance and the County shall approve the form of such agreement.

List of Attachments

Attachment A –County Employees

Attachment B – City Employees

Attachment C – Station Listing

Attachment D –

Attachment E –

Attachment F –