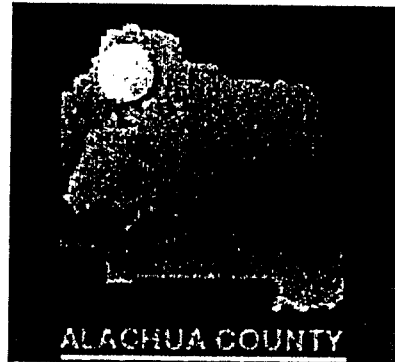


An All Hazards Emergency Services Department

A Proposal to merge the Gainesville Fire-Rescue Department and the Alachua County Department of Fire Rescue Services through an Interlocal Agreement into a single countywide "Emergency Services Department" that would provide all hazards response under the governance of the Board of Alachua County Board of County Commissioners.



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SCOPE

On June 5, 2000, the City and the County entered into an **Interlocal Agreement Between The City of Gainesville And Alachua County To Create A Combined Emergency Services System** (Annex A). Five provisions are contained within the Interlocal Agreement of June 5, 2000, that are required in all proposals. They are:

1. A Financing Plan
2. Governance Structure
3. An Operational Plan
4. Protection of current employees and their salaries and benefits, and,
5. Termination of, or withdrawal from the Agreement.

Additionally, merger proposals are to be presented within nine months of the effective date of the Interlocal Agreement.

This is a proposal to merge the elements of Gainesville Fire Rescue into the existing countywide all hazards/services delivery system, placing like elements/specialties together, preserving rank, assuring continued employment of all affected personnel and maintaining responsibilities of all affected personnel (Annex C). The merger of the Gainesville Fire-Rescue Department (GFR) into the Alachua County Department of Fire Rescue Services (ACFR), thereby creating the Department of Emergency Services will not substantially alter the organization, nor the purpose and focus of the current ACFR. This merger will keep all emergency facilities (stations) at current locations and response units in those stations. Administrative and support staff will be merged into appropriate Divisions and Offices. All services (by type) will be maintained, and all services delivered by the Department of Emergency Services will be at levels provided by the individual departments at the time of the merger. Opportunities for a minor short-term reduction of some costs, and more substantial long-term cost containment will be highlighted in this proposal. Despite the fact that no additional resources will be proposed, service levels will be maintained and perhaps enhanced through more effective and efficient response. This proposal will accept current funding mechanisms by both the County and the City for discussion, and will also recommend several options for more equitable and efficient funding of the merged service.

BACKGROUND

In an effort to better coordinate all aspects of emergency services for planning, training, prevention and mitigation, response and recovery for all types of emergencies and for maximum coordination and support of emergency response resources, Alachua County combined all emergency services disciplines into a single department. Combining all emergency services disciplines into a single agency with a single administrator resulted in a full integration of these separate, but interrelated specialties so that each is fully

additional assistance to meet major emergencies and/or catastrophes. Departmental staff are often requested throughout the State (and most recently the Nation) to assist communities, along with State and Federal management agencies, in response and control for disasters of all types. ACFR personnel serve on Florida's "Interagency Incident Management Teams" (standing teams for activation and dispatch by the Governor to manage major emergencies and disasters anywhere in the State and Southern Region). Others are listed by the State for their earned special expertise to be deployed to assist communities during declared emergencies.

ACFR has developed partnerships with local governments, businesses, and professional groups to enhance the delivery of services to citizens. The emphasis of these partnerships is to provide important public safety education, and equipment to citizens in all age groups. These affiliations have enhanced the ability of ACFR and its partners to deliver safety education programs throughout our Alachua County community. A partial listing includes:

1. Child Bicycle Safety (providing training and approved helmets);
2. Fire Safety Education both at home and in the work place;
3. Educational programs during Fire Prevention Week that visited 329 classrooms and reached over 12,500 elementary students over a five week period in the Fall of 2000;
4. Severe weather safety and information programs (including tropical storms);
5. Support to local businesses including emergency planning and portable fire extinguisher training;
6. Residential water/pool safety training;
7. The Federal Emergency Management Agency (FEMA) Community Emergency Response Team (CERT) training program;
8. Wildland/Urban Interface hazards and mitigation; Prescribed Fire benefits awareness;
9. Cardio-Pulmonary Resuscitation and First Responder to Medical Emergencies training.

Beginning in 2001, ACFR, in partnership with the Safe Kid's Coalition at Shands Hospital and the Alachua County School District will sponsor and provide an important new child safety program called "Risk Watch" throughout the public school system.

Each party's method for generating funds for their proportionate share of funding for the Department of Emergency Services will remain a function of each jurisdiction. Fair-Share Funding only determines the proportionate share that will be provided by each party.

B. Special Fire Assessment - A merger of the two departments eliminates the jurisdictional boundaries with respect to the services that will be provided. A Special Fire Assessment, that can be applied equitably in both jurisdictions will eliminate the jurisdictional boundaries with respect to the method of funds generation, i.e., Municipal Services Taxing Unit (MSTU), and Ad Valorem Taxes, etc.

Potential for Savings

This proposal offers some limited short-term savings, but more significantly offers long-term savings to both citizens and local governments. Initially, savings will be realized through the normal attrition (retirement, etc.) of redundant management and supervisory positions. These positions are tentatively identified at the top of the organization; specifically as one (1) Fire Chief, one (1) Deputy Chief/Operations Chief, one (1) Fire Prevention Bureau Assistant Chief, the associated office costs and vehicles and operating costs, and up to three (3) associated clerical positions. Though limited, these reductions are an indication of future greater savings attainable through community-wide strategic planning, as well as an emphasis on prevention and mitigation efforts through new policies planned in the Alachua County Comprehensive Plan and associated Land Development Regulations. Both short and long-term savings will be available through central purchasing and inventory management for a single larger department. Unit prices would normally be slightly lower, and support services would require a smaller inventory for a combined supply system.

Long term savings will be realized through:

A. Strategic Planning for urban growth that locates facilities and resources to provide the most timely response to emergencies with the greatest efficiency and effectiveness. This optimal placement of response resources is possible as jurisdictional boundaries would not be a primary requirement for stations and the staging of resources.

B. Participation in County Comprehensive Planning to provide for development that designs fire protection, detection, and suppression systems into areas of planned growth that will have a positive impact on the response demands placed on the emergency services system. Such planning would encourage urban development that is contiguous and compact, with private fire detection and protection systems, and requirements for designed, constructed and maintained features and systems that will lessen the requirement for structural protection from wildfire.

C. Strategic Planning to provide urban types and levels of services in urban areas, and provide rural types and levels of services in rural areas.

order to eventually modify and/or reduce the demand for the response of large fire and emergency medical response units to a continually growing number of emergencies. This emphasis is manifested through ACFR's widely popular Public Education Program, and through its participation in developing new policies related to new development through the current revision of the Alachua County Comprehensive Plan.

OPERATIONAL PLAN

Although this proposal does not include additional response and/or support and administrative resources in the beginning, it will provide an immediate enhancement in emergency response services. Three (3) important factors will contribute to this immediate improvement in service levels to our citizens.

A. This proposal is based on a very important response criterion: **the closest appropriate response resource is always dispatched to an emergency.** Currently, there are two (2) areas of incorporated Gainesville that are specifically identified for GFR unit response only on the initial alarm. This proposal would remove that limitation always assuring that the closest emergency medical and/or fire suppression unit would always be dispatched first. This area would immediately benefit from the shortest response times possible from any current resource.

B. Although both ACFR and GFR participate in an "automatic aid agreement", inefficiencies in command and control are present as each maintains its own administrative, management, and supervisory chain-of-command. The combined system in this proposal would be streamlined, benefitting from a single command and control structure assuring that all operational and support resources are immediately available to support all others automatically. A single chain-of-command for all emergency response and support resources assures the greatest efficiency and effectiveness in providing the most timely emergency response, and ultimately, the most economical response both for local government and the citizen.

C. Emergency response services will be enhanced in the City (as all other areas of the County presently have experienced) through the integration of Emergency Medical Services, Emergency Management, and accurate mapping and E-911 system database management within the City.

PROTECTION OF CURRENT EMPLOYEES AND THEIR SALARIES AND BENEFITS

Section 5 - Employment Responsibilities of the Interlocal Agreement merging GFR into ACFR (Annex B) assures the protection of any City employee affected by the merger of the two Departments:

A. All personnel listed by exhibit in the Interlocal Agreement as employed by the

Deferred Retirement Options Program (DROP) will separate employment according to the DROP in which they are participating. In the event such employees are rehired by the COUNTY, pay will be determined by the Alachua County Personnel Rules and Regulations in force at the time they are rehired.

TERMINATION OF AGREEMENT

Section 12 - Termination of Agreement of the Interlocal Agreement merging GFR into ACFR (Annex B) further assures the protection of the parties, any City employee, or any County employee affected by the termination of the Agreement merging of the two Departments:

- A. Both parties agree that the other party is entering into the Agreement understanding that the County will assume the burden of providing service. Further, both parties enter into the Agreement with the intention of fulfilling the term of the Agreement. Both parties acknowledge that unforeseen circumstances may lead to termination of the Agreement.
- B. Either party, at their sole discretion, may terminate the Agreement with 365 days notice to the other party.
- C. In the event of such termination, each party shall render such aid to the other party to assure coordination and cooperation that might be required for an expeditious and efficient termination of service.
- D. In the event of termination, the County will support the City in obtaining any permits and certificates necessary for the City to provide service at the level provided immediately prior to merger.
- E. In the event of termination, both parties will cooperate to effect a harmonious transition to individual departments.
- F. If in the event of termination, and on the actual date that such transfer of services is to take place, the City is unable to provide the same level of service of Fire Suppression Services, and Emergency Medical Services, as was provided during the term of the Agreement, the Agreement will be extended for up to ninety days, or until the City is capable of providing services.
- G. In the event of termination, any City employee transferred to the County will be rehired by the City - if the employee so chooses. Further, after those City employees are rehired, any County employee affected by the termination will be transferred to the City.
- H. As with City employees transferred by the merger, County employees

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RECORDED IN OFFICIAL RECORDS
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INTERLOCAL AGREEMENT BETWEEN THE CITY OF GAINESVILLE AND ALACHUA COUNTY
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK3 Receipt#019233

TO CREATE A COMBINED
EMERGENCY SERVICES SYSTEM

THIS INTERLOCAL AGREEMENT, made and entered by and between the City of Gainesville, a Florida municipal corporation, hereinafter referred to as the "City", and Alachua County, a charter county and political subdivision of the State of Florida, by and through the Board of County Commissioners, 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, to promote the health, safety, and general welfare of the citizens within their respective jurisdictions, the City and County wish to improve fire and rescue services within 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; and,

WHEREAS, the City and County wish to set forth the terms and conditions for the establishment and operation of such combined emergency services system; and

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:

1. Financing Plan;
2. Governance Structure;
3. An Operational Plan;
4. Protection of Current Employees and Their Salaries and Benefits; and,
5. Termination of or Withdrawal from the Agreement.

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 nine months from the date of this agreement.

Section 4. Term of Agreement. 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. This agreement may be terminated without cause upon 30 days written notice by the City or County delivered to the other party.

Section 5. 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.

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE FOR FIRE RESCUE AND EMERGENCY MEDICAL SERVICES

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2001, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY", and the City of Gainesville, a charter municipality, organized under the laws of the State of Florida, by and through its Board of City Commissioners, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies, including counties and cities to enter into agreements to provide services and exercise jointly the power, privilege, or authority they share in common and which each might exercise separately; and,

WHEREAS, the parties currently fund and operate independent and separate departments that provide emergency services to the citizens and properties within their respective jurisdictions; and,

WHEREAS, each party currently funds and operates an independent and separate department that provides emergency services to the citizens and properties in the jurisdiction of the other party under the Designated Assistance Agreement executed on August 29, 1996; and

WHEREAS, to promote the health, safety and general welfare of the citizens within their respective jurisdictions the parties wish to improve the efficiency and capabilities of the separate departments at a reasonable cost to the general public; and,

WHEREAS, the parties have determined that the merger of the separate departments furthers their mutual objectives of enhancing and expanding the provision of emergency services at a reasonable cost of such services to the general public; and,

WHEREAS, the parties wish to set forth the terms and conditions for the establishment and operation of such a unified department in an Interlocal Agreement; and,

WHEREAS, the parties are acting pursuant to the authority contained in their respective charters, general law and Section 163.01, Florida Statutes.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for the mutual benefits to flow to each other, the CITY, and the COUNTY agree as follows:

"FIRE HYDRANT MAINTENANCE PROGRAM" Fire Hydrant Maintenance Program shall mean the Program which requires the maintenance of fire hydrants by the Department of Emergency Services. This Program will be limited to:

- A. Visual Inspection
- B. Water Flow Testing
- C. Hydrant Painting
- D. Greasing of Caps
- E. Hydrant Location Marking with reflective devices
- F. Report inoperable hydrants to the appropriate agency for repair

"FIRE PREVENTION PROGRAMS" 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" 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" Fire Safety Inspection and Pre-Fire Planning shall mean the inspection or examination of a 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 SERVICES" Fire Suppression Services shall mean emergency fire extinguishment and abatement services by one, or more fire suppression unit/s.

"FIRE SUPPRESSION UNIT" Fire Suppression Unit shall mean one fire engine, rated by NFPA 1901 as Class "A" or other fire suppression apparatus capable of rendering fire suppression and basic life support.

"HAZARDOUS MATERIALS RESPONSE TEAM" 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.

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

"LENGTH OF SERVICE" Length of Service shall mean the total length of employment according to CITY records computed from the initial service date or adjusted service date.

NFPA Standards and Guidelines, and current and future contracts promulgated with the Local Emergency Planning Committee and the State Emergency Response Commission.

4. Fire safety inspections and pre-fire planning, and fire/arson investigative services shall be provided at a sufficient level to meet the demand.

5. A Fire Hydrant Maintenance Program shall be provided.

6. Fire Inspections and Pre-Fire Planning shall be provided for existing and future commercial structures.

7. Fire Reports and EMS Reports shall be maintained by the Department and be made available to the CITY for review at all times upon reasonable notice subject to any and all laws and/or regulations requiring confidentiality.

8. Public Education Programs shall be provided.

9. Fire Arson Investigation Services to assist jurisdictional law enforcement agencies in criminal investigations of arson or other related criminal offenses. Such assistance shall be at the levels currently provided by the CITY and/or the COUNTY individually, and jointly.

10. The Department shall provide special event services as may from time to time be needed at the request of event organizers. The cost of such special event services shall be in accordance with the current fee schedules adopted by the Board of County Commissioners and shall be payable in such amounts and in such manner as may be determined by mutual agreement for each special event.

B. Coordinate the provision of fire suppression and emergency medical services by Interlocal Agreements with the various municipalities and independent fire boards within Alachua County which comprise the Alachua County Fire Services Network.

C. Fund and operate the Office of Emergency Management as described in Chapter 252 of the Florida Statutes and Alachua County Code, Section 27.01 through 27.10 to efficiently conduct and coordinate the four phases of emergency management. The phases are preparedness, response, recovery and mitigation.. The Office of Emergency Management shall operate and maintain the county wide Emergency Operations Center (EOC). The EOC shall become the central point of coordination and control for local response and recovery activities to include information and data collection and dissemination. The EOC shall serve as the county wide Alachua County Warning Point during BoCC declared emergencies. The Office of Emergency

of the CITY. Additionally, the CITY 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 with a goal towards elimination of redundancies or overlapping services. The CITY and COUNTY management personnel will also meet and confer to expeditiously resolve any personnel issues which 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 the COUNTY.

B. All CITY employees, as designated in Attachment "A", shall be employed by the COUNTY on _____, and shall thereafter have the same rights and responsibilities as is applicable to other similarly situated COUNTY employees. On _____, the COUNTY shall transfer into COUNTY service, all CITY 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 COUNTY employees, and none of them shall be considered to be in the employ of the CITY for the purpose of insurance benefits, civil service benefits, compensation, pension benefits, collective bargaining relationship, and/or any other status or right. Accordingly, the CITY 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 COUNTY personnel performing services, duties and responsibilities hereunder, unless specifically provided to the contrary herein. The CITY shall not be liable for compensation, contribution or indemnity to the COUNTY 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 CITY and the COUNTY be deemed joint employers of transferred employees. Moreover this agreement shall always be construed to be consistent with this consideration and requirement.

C. The CITY shall not be liable for benefits, or compensation, accrued on behalf of any Transferred Employee while employed by the COUNTY.

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

E. Commencing _____, the COUNTY shall pay each Transferred Employee a salary or wage that will provide each Transferred Employee the same pay as

L. Employees of the CITY, or of the COUNTY who are participating in either party's Deferred Retirement Options Program (DROP) will separate employment according to the DROP in which they are participating. In the event such employees are rehired by the COUNTY, pay will be determined by the Alachua County Personnel Rules and Regulations in force at the time they are rehired.

SECTION 6

EMPLOYMENT RIGHT OF CONTROL

Except as otherwise provided for in Section 5, A., during the term of this Agreement, the 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.

SECTION 7

ASSIGNMENT OF PERSONNEL

The COUNTY shall assign Transferred Employees, as designated on Attachment "A", to the positions, pay grades and salaries as more particularly described therein.

SECTION 8

CITY AND COUNTY ANNUAL CONTRIBUTIONS OR PAYMENTS

A. The distribution of incident locations in the Fire Services Area, as documented by the Computer Aided Dispatch System (CADS), shall be used to determine all funding for the Department of Emergency Services. Under the Fair-Share Funding formula, each year both parties will jointly develop a budget for the Department of Emergency Services based on the expenditures of the previous Fiscal Year as reported in the Annual Audited Financial Report provided by each party. Each party will share in the cost of service provision based on a percentage share of the incidents that occur in the Fire Services Area during the most recent complete Fiscal Year. The CITY will provide funding based on the number of responses that occur in its incorporated area, and the COUNTY will provide funding based on the number of responses that occur in the unincorporated area.

B. Each party's share of funding for the Department of Emergency Services shall be based on the distribution of incident locations and the parties acknowledge that the percentage share of the parties will fluctuate depending on the nature of incidents that occur during the year (natural and/or human caused events).

TERM OF AGREEMENT

A. This Agreement shall remain in full force and effect commencing _____ and ending _____, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof. Although this Agreement will not be filed with the Clerk of the Circuit Court, in and for Alachua County, prior to _____, and will not thereby become effective until filed, the term of this Agreement, upon its filing with the aforementioned Clerk of the Circuit Court, shall be deemed to relate back to _____, and CITY and COUNTY agree to be bound by the terms hereof commencing _____.

B. This Agreement shall renew automatically for successive additional periods of twenty (20) years unless either the CITY or COUNTY shall at least 365 days prior to the expiration of the initial term or any renewal term provide to the other party written notice of its election to terminate this Agreement.

SECTION 12

TERMINATION OF AGREEMENT

A. COUNTY does hereby acknowledge that CITY is entering into this Agreement in full reliance upon COUNTY's fulfillment of the obligations herein imposed for the full term contemplated herein. CITY also acknowledges that COUNTY shall expressly assume the burden of service herein described for costs and at the expense of making numerous operational changes to and with COUNTY's existing system and that COUNTY is entering into this Agreement in reliance that CITY will continue in this Agreement for the full term stated herein. However, CITY and COUNTY realize that unforeseen events may occur that may cause one or the other party or both to seek termination of this Agreement in a manner consistent with the terms described below:

A. In its sole discretion, CITY may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to COUNTY; provided, however, except as provided in Section 12, Paragraph C herein, such termination shall not be effective until the beginning of the first fiscal year which is at least three hundred sixty-five (365) days after receipt of written notice by the COUNTY.

B. In its sole discretion, COUNTY may terminate this Agreement, for any reason whatsoever, by giving written notice thereof to CITY; provided, however, except as provided in Section 12, Paragraph C herein, such termination shall not be effective until the beginning of the first fiscal year which is at least three hundred sixty-five (365) days after receipt of written notice by the CITY.

C. In the event of such termination, each party shall render such aid to the other

this agreement up to the level of employment determined necessary by the CITY to re-establish Fire and/or Emergency Medical Service in the CITY, providing such displaced COUNTY employee wishes to be employed by CITY, subject to the terms and conditions listed below.

H. CITY agrees that any employee transferring employment from the COUNTY may transfer their accumulated hours of vacation benefits, holiday and compensatory time to the CITY. The COUNTY agrees to reimburse CITY for the value of such time in excess of 40 hours per employee.

I. All due process rights established by law, policy, procedures, or agreement shall be afforded to all qualified employees as those rights pertain to discipline, layoff or discharge in the CITY.

J. The CITY agrees that Length of Service and Time in Grade earned while a COUNTY employee, combined with any CITY employment time of a same nature, will transfer, in full, to the CITY's system, or subsequently designated system. Said level of service shall be usable by the employee for all benefits entitled any CITY employee under appropriate operational (i.e., vacation accumulation, vacation bids, and lay-off bumping rights).

K. The CITY agrees that each employee transferring to the CITY, shall have the right to select participation within the appropriate CITY's Pension Plan or remain with the Florida Retirement System, as provided by law.

L. The CITY and COUNTY mutually agree that Transferred Employees shall not be authorized to participate as active members in both the CITY's Pension Plan and the Florida Retirement System during the same employment period.

M. The parties agree that upon termination of the agreement, the CITY will voluntarily recognize the IAFF Local, if at the time of termination of the agreement, employees being employed by the CITY are represented by said union, providing that the union demonstrates at least a 66-2/3% showing of interest.

N. The CITY agrees that upon termination or expiration of this Agreement, any employee who is enrolled in the CITY of Gainesville's Pension Plan, to the extent permitted by state law or ordinance of the City of Gainesville, as amended, may continue their enrollment, at the employee's option, whether the employee continues employment with the COUNTY, or returns to CITY service.

Services in the CITY.

SECTION 14

NOTICES

All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

If to the CITY:

Wayne Bowers, City Manager
City of Gainesville
200 E. University Avenue
Gainesville, Florida 32601

If to the COUNTY:

Randall H. Reid, County Manager
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

A copy of any notice hereunder shall be sent to:

J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, Florida 32602
Attn: Finance and Accounting

SECTION 15

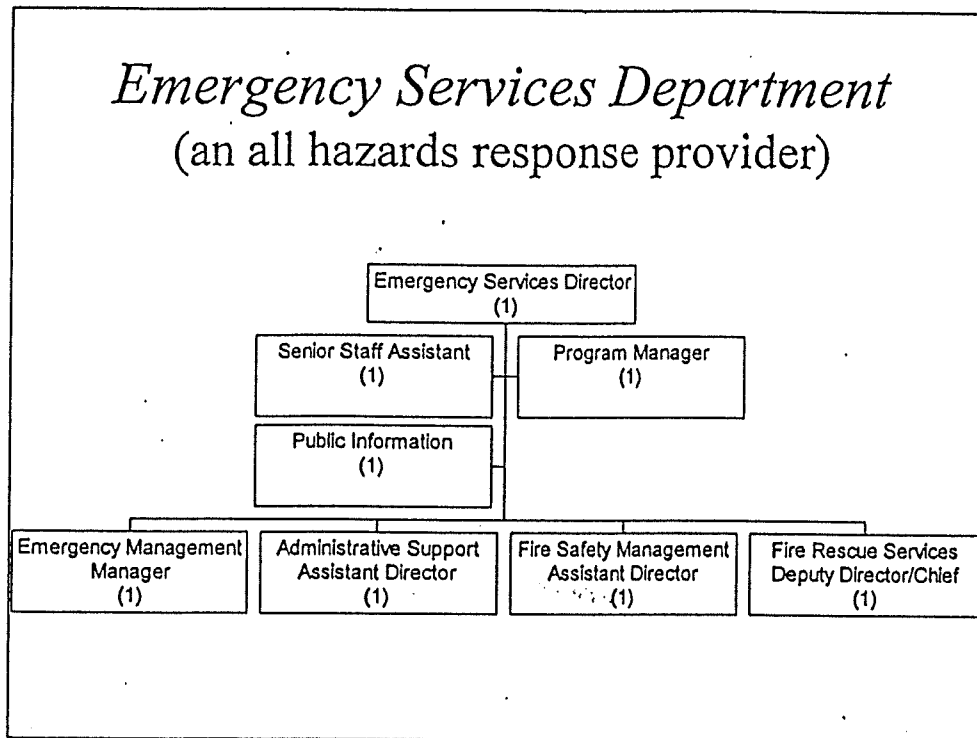
AMENDMENTS

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

SECTION 16

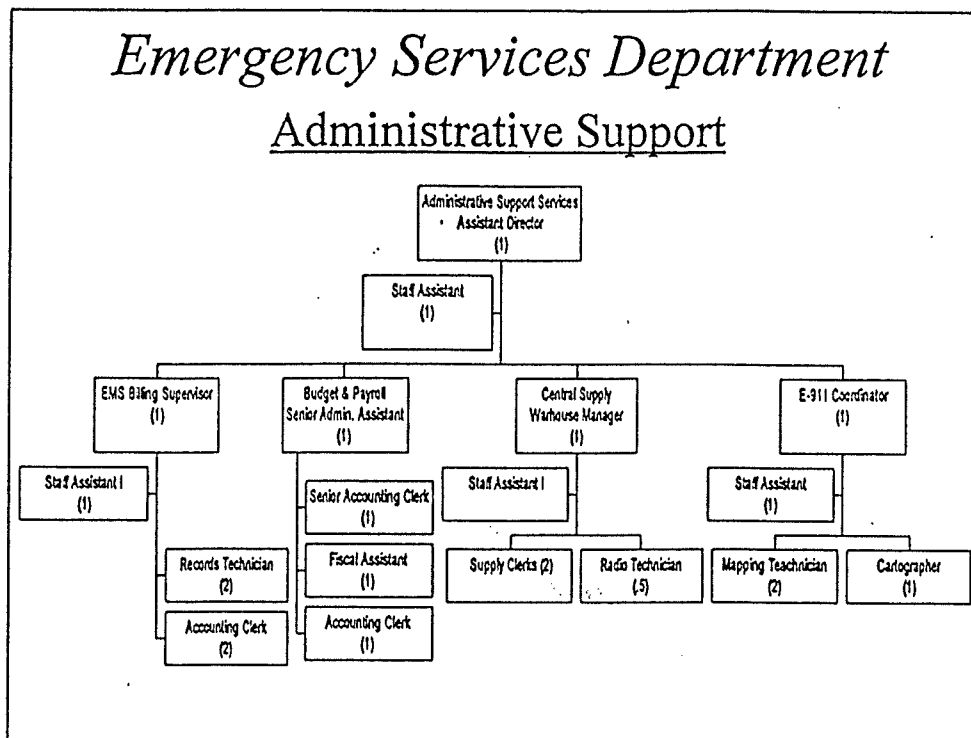
BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.



General Assumptions:

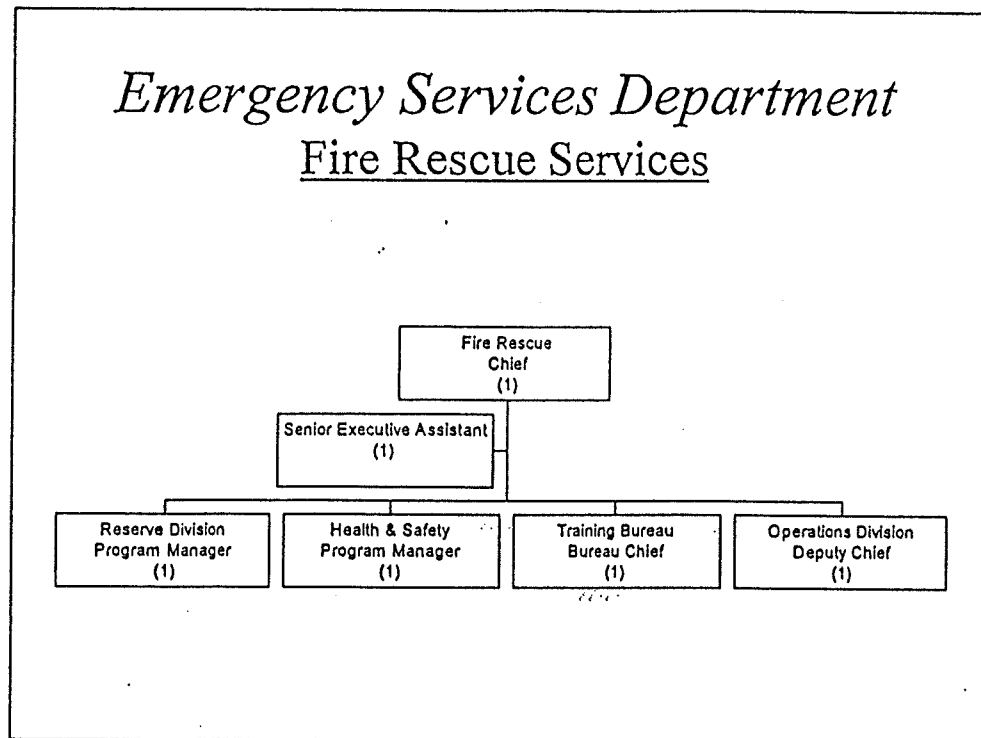
- All current (at time of proposal) positions are retained.
 - Fire Chief also functions as Dept. Deputy Director
- All Stations/Apparatus remain.
- Current service levels improved (closest units, training, supplies, networking).
- Any reduction in positions or personnel will be accomplished by attrition.
- All organizational structures meet standard span-of-control ratio of one supervisor/manager to three-seven team members.
- Ideal span of control is one supervisor/manager to five team members.
- Limited collapsible areas.
- Consideration of planned continued level of service delivery.



General Assumptions:

- Related programs assigned within Division
- Span of control maintained with specific areas of allowable growth.

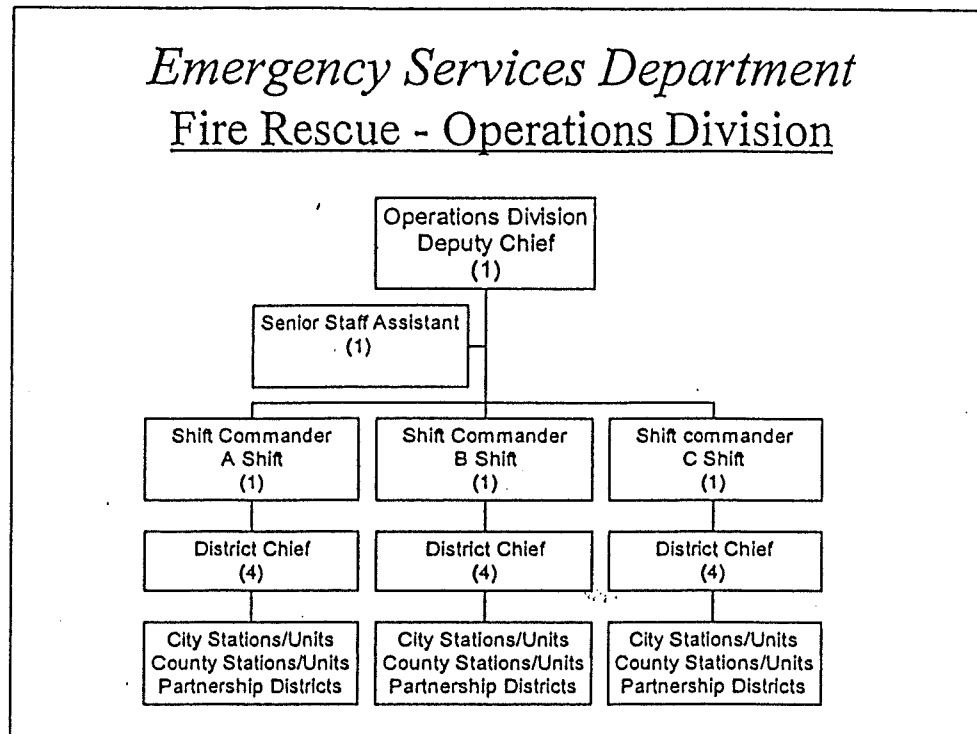
Emergency Services Department
Fire Rescue Services



General Assumptions:

- County Fire Chief also Department Deputy Director.
- Emergency service provider Countywide via direct or in-direct.
 - Emergency Medical Services
 - Fire Prevention
 - Fire Suppression
 - Wild-land Urban Interface Mitigation.
 - Hazardous Materials
 - Technical Rescue
- Span of Control maintained
 - Collapse via attrition
 - Expand with to planned growth
- Standardization of equipment, apparatus, supplies, protocols, etc...
 - Ensures compatibility

Emergency Services Department Fire Rescue - Operations Division



General Assumptions:

- Span of Control maintained with ability to collapse via attrition or expand due to planned growth.
- Shift Commanders responsible for technical programs (Hazmat, Specialized Rescue, etc...).
- Districts determined by:
 - Span of control
 - Geographical coverage
 - Current and planned needs
 - Partnerships

Fire Services Area Incident Location Analysis
Fiscal Year 1999 - 2000

Station	Total Calls	Percent of total Calls	Calls in County	Calls in City
Station 1	3900	16.71%	141	3759
Station 2	2587	11.08%	1223	1364
Station 3	2315	9.92%	177	2138
Station 4	1718	7.36%	298	1420
Station 5	1793	7.68%	54	1739
Station 7	1619	6.94%	399	1220

Station 12	810	3.47%	737	73
Station 15	1195	5.12%	1170	25
Station 16	3140	13.46%	2783	357
Station 17	634	2.72%	626	8
Station 19	3627	15.54%	2952	675

Total	23338	100%	10560	12778
			45.25%	54.75%

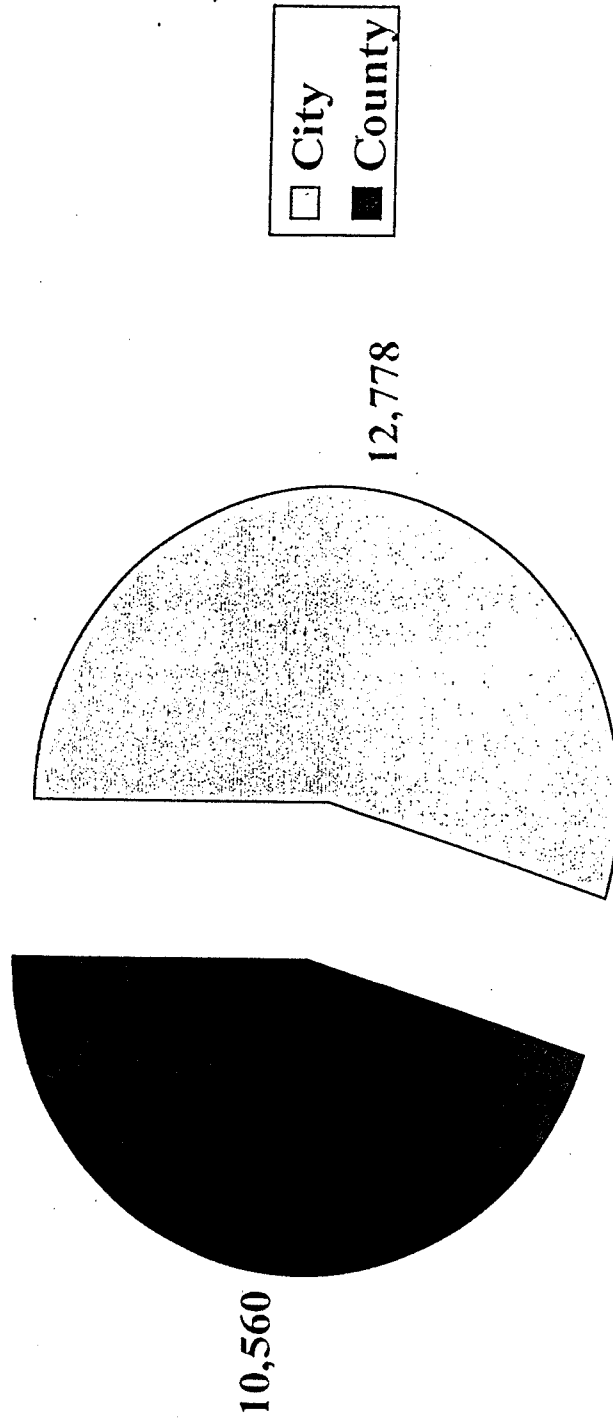
Percentage by Station

City	County
96.39%	3.61%
52.73%	47.27%
92.36%	7.64%
82.65%	17.34%
96.99%	3.01%
75.36%	24.64%

9.01%	90.99%
2.09%	97.91%
11.37%	88.63%
1.26%	98.74%
18.61%	81.39%

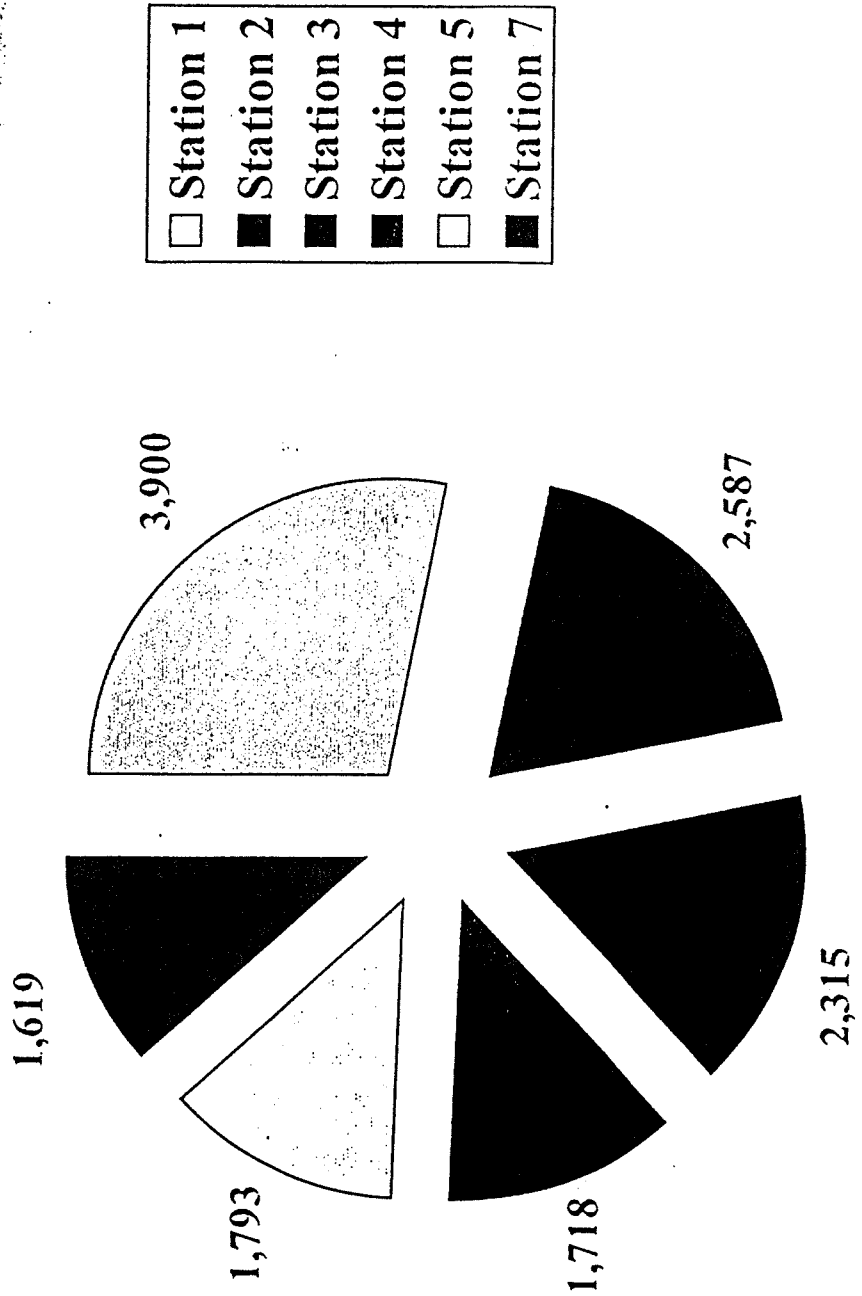
Fire Services Area

23,338 Incidents

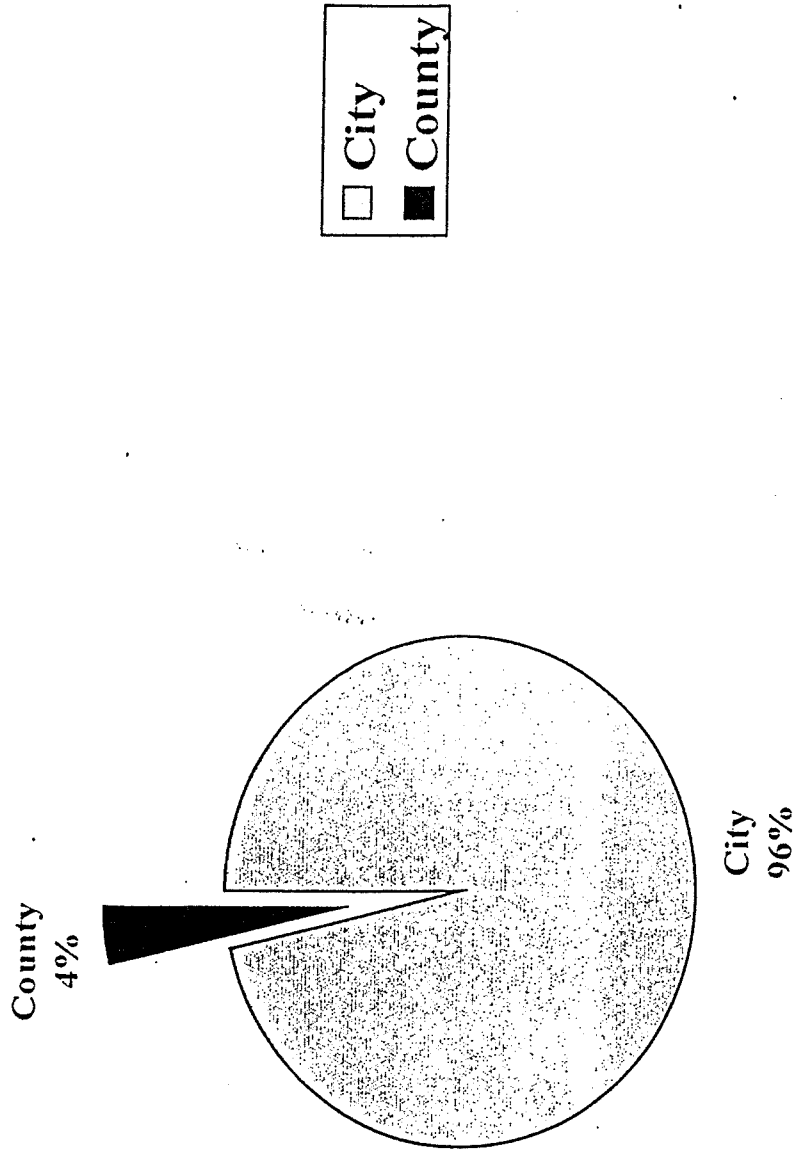


FY 99/00

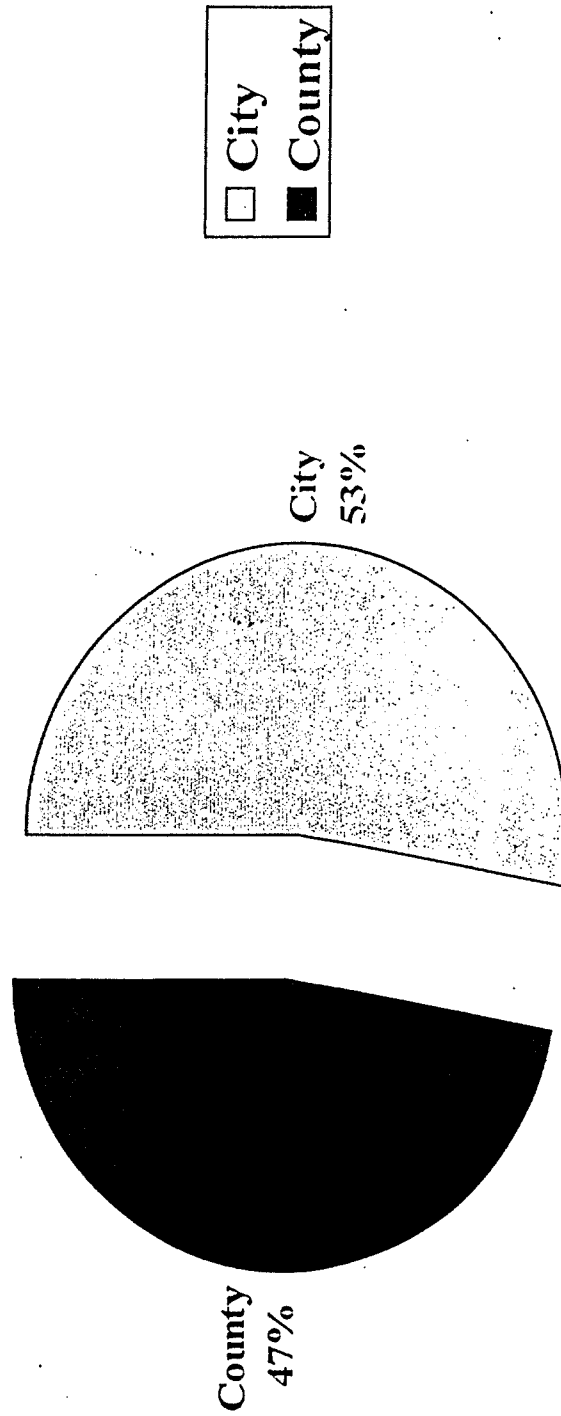
GFR Incident Response



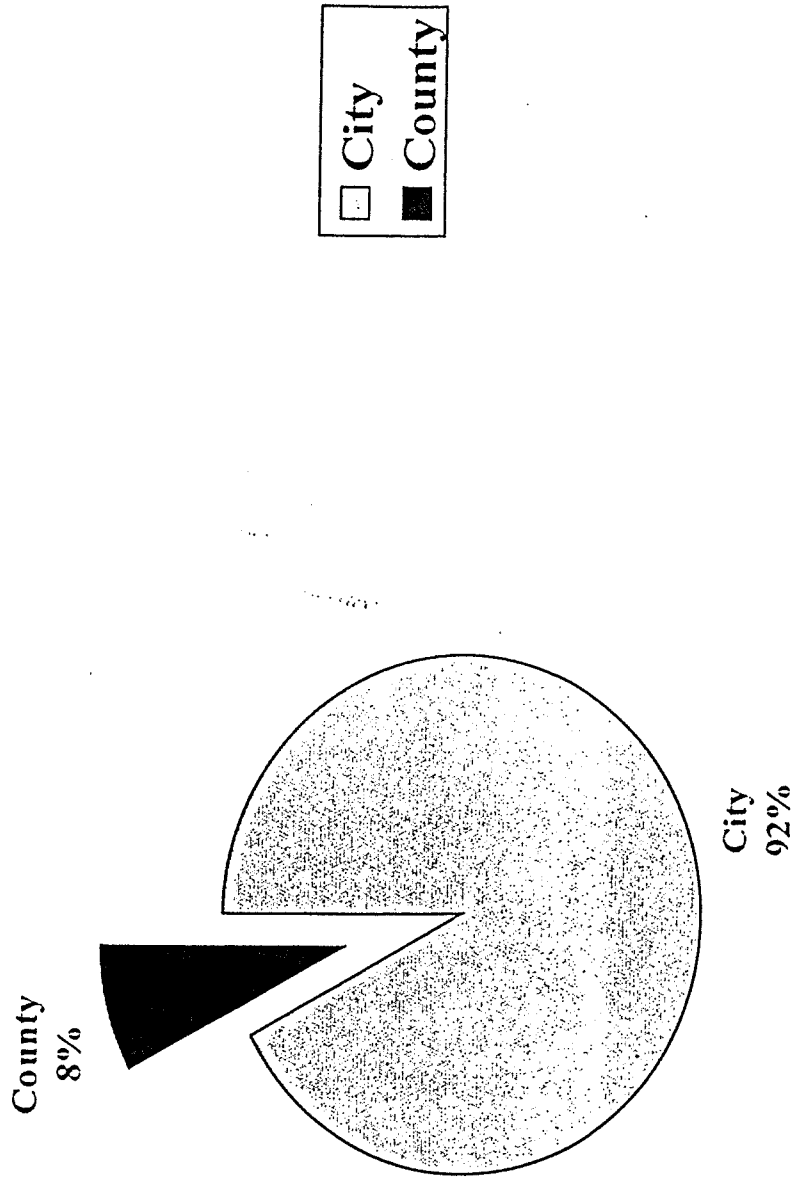
GFR Station 1



GFR Station 2

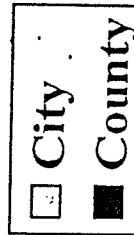
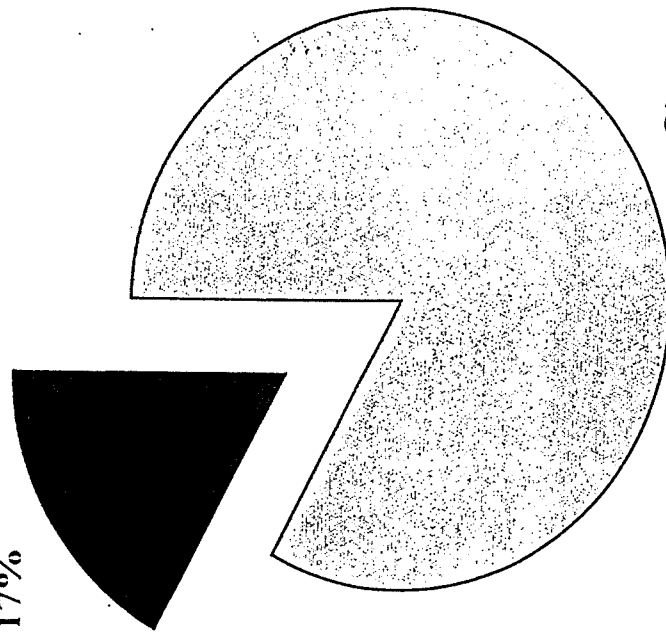


GFR Station 3



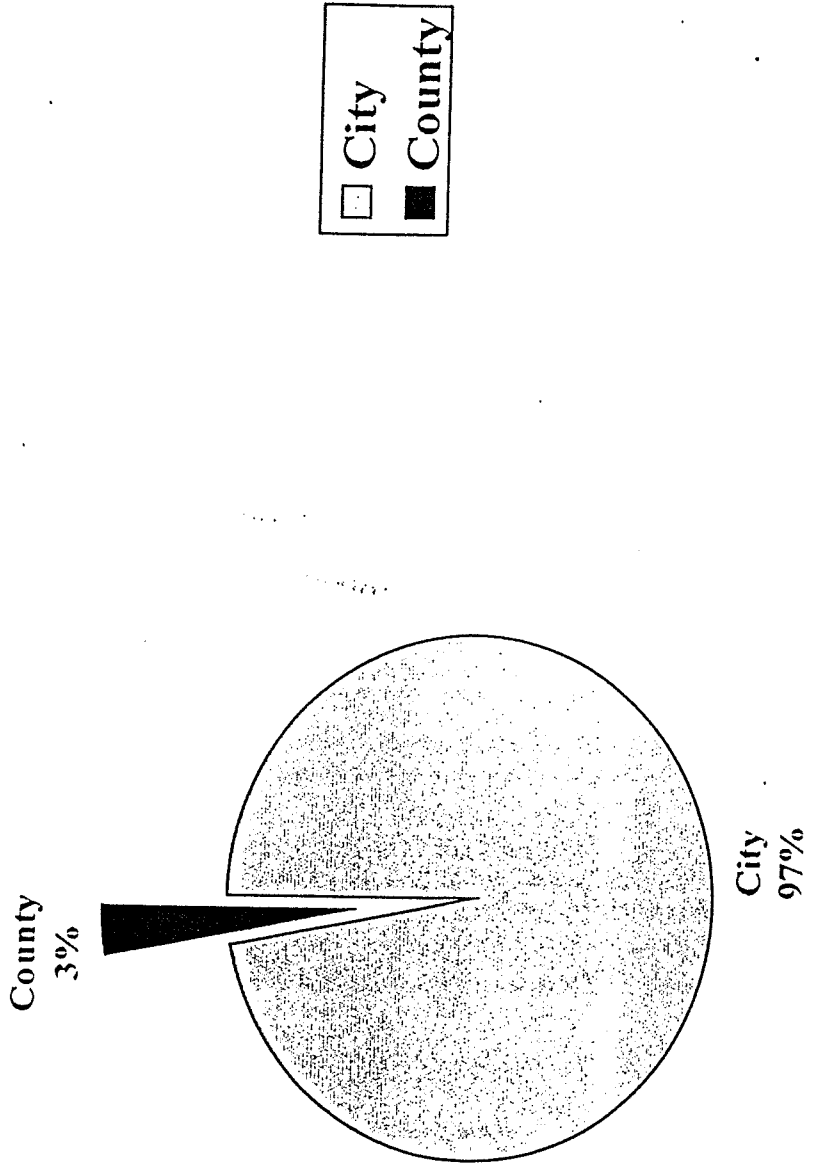
GFR Station 4

County
17%

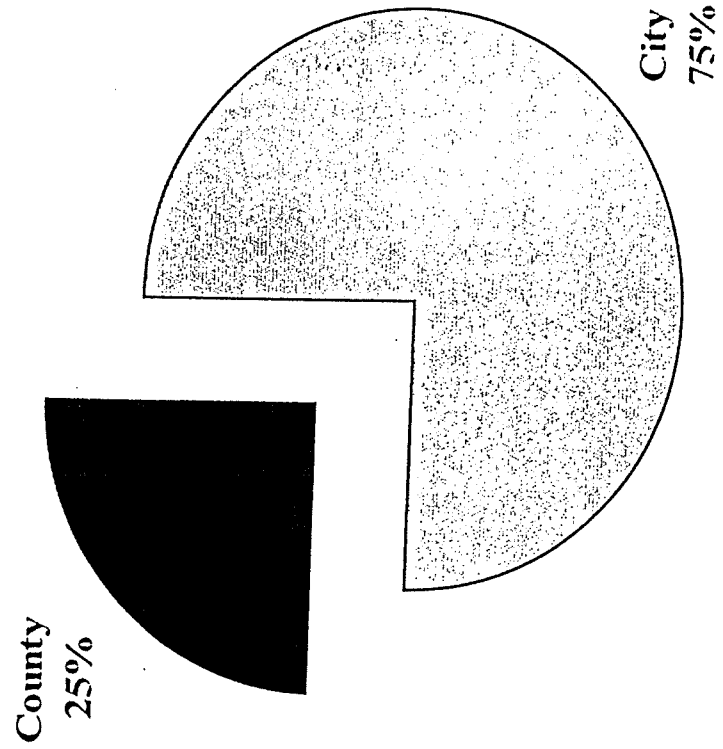


City
83%

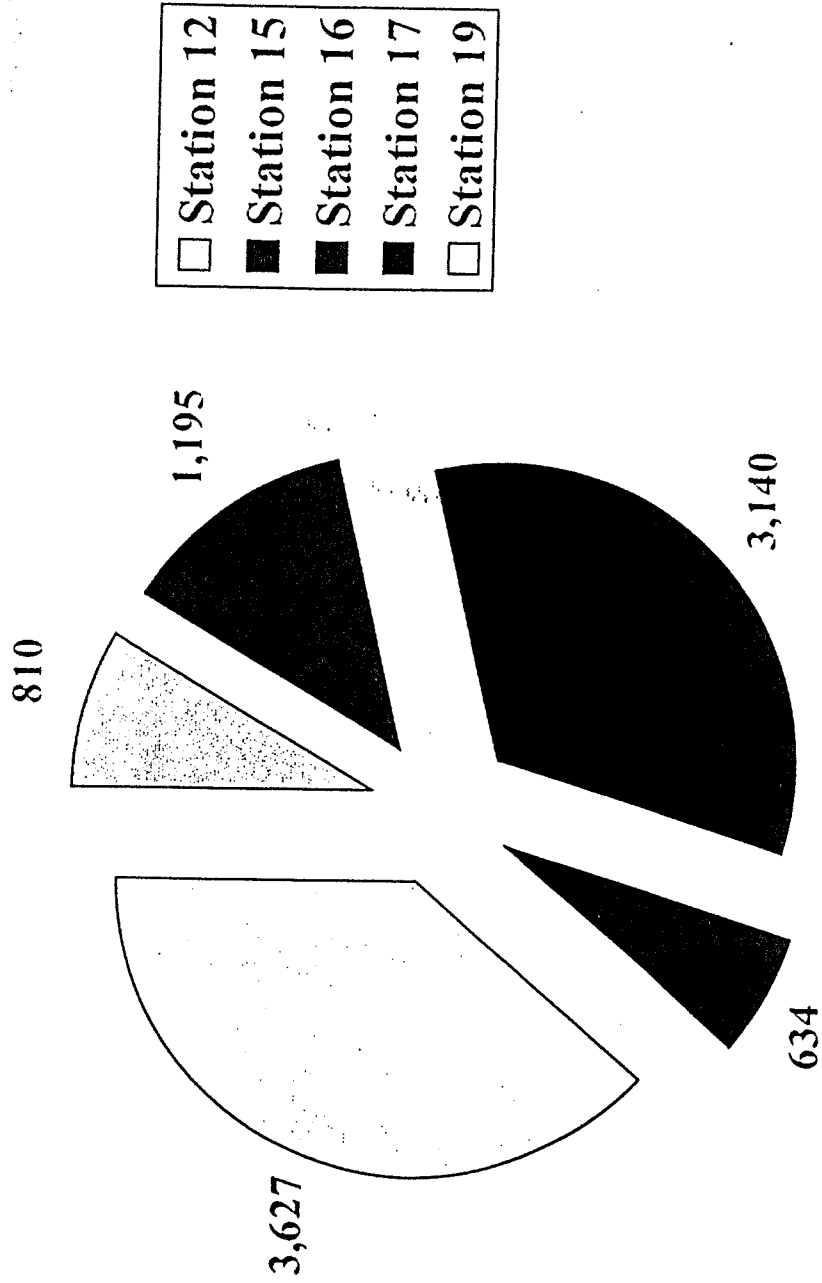
GFR Station 5



GFR Station 7

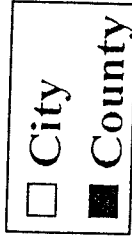
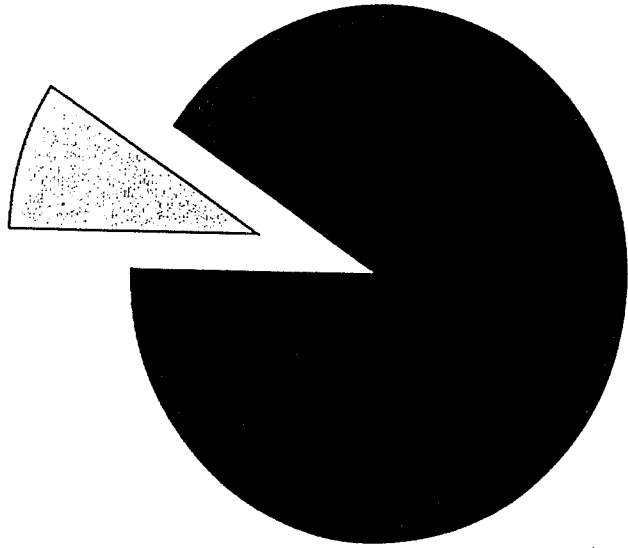


ACFR Incident Response



ACFR Station 12

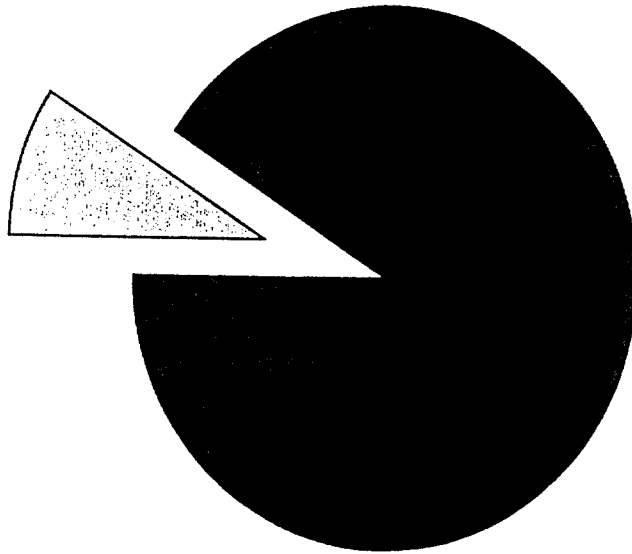
City
9%



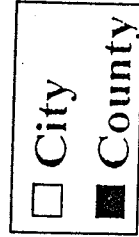
County
91%

ACFR Station 15

City
9%

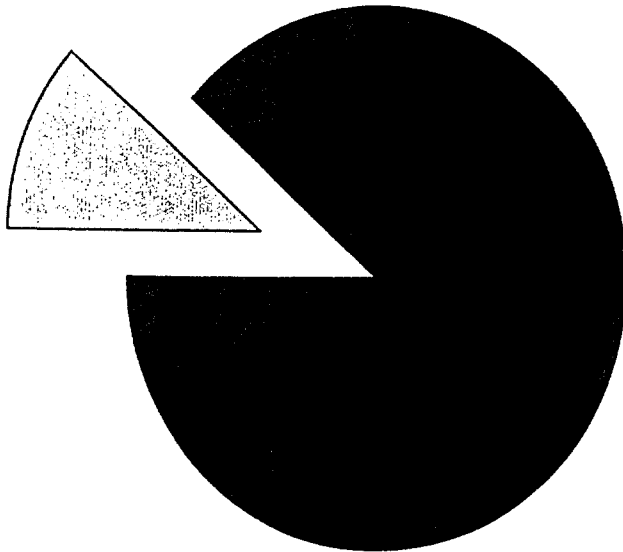


County
91%



ACFR Station 16

City
11%

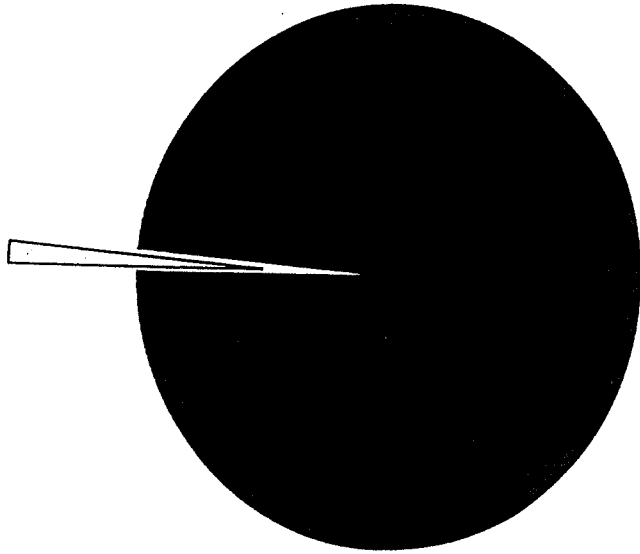


County
89%

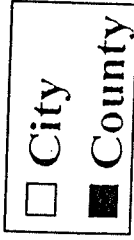


ACFR Station 17

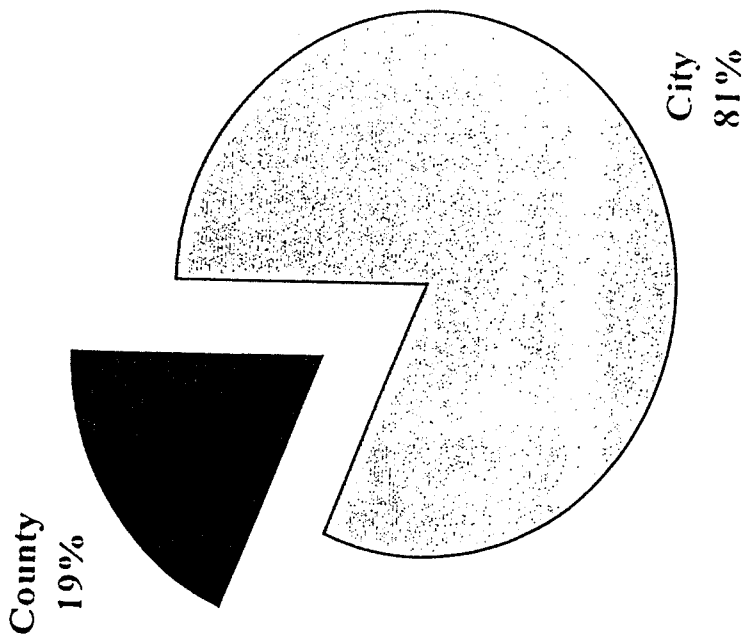
City
1%



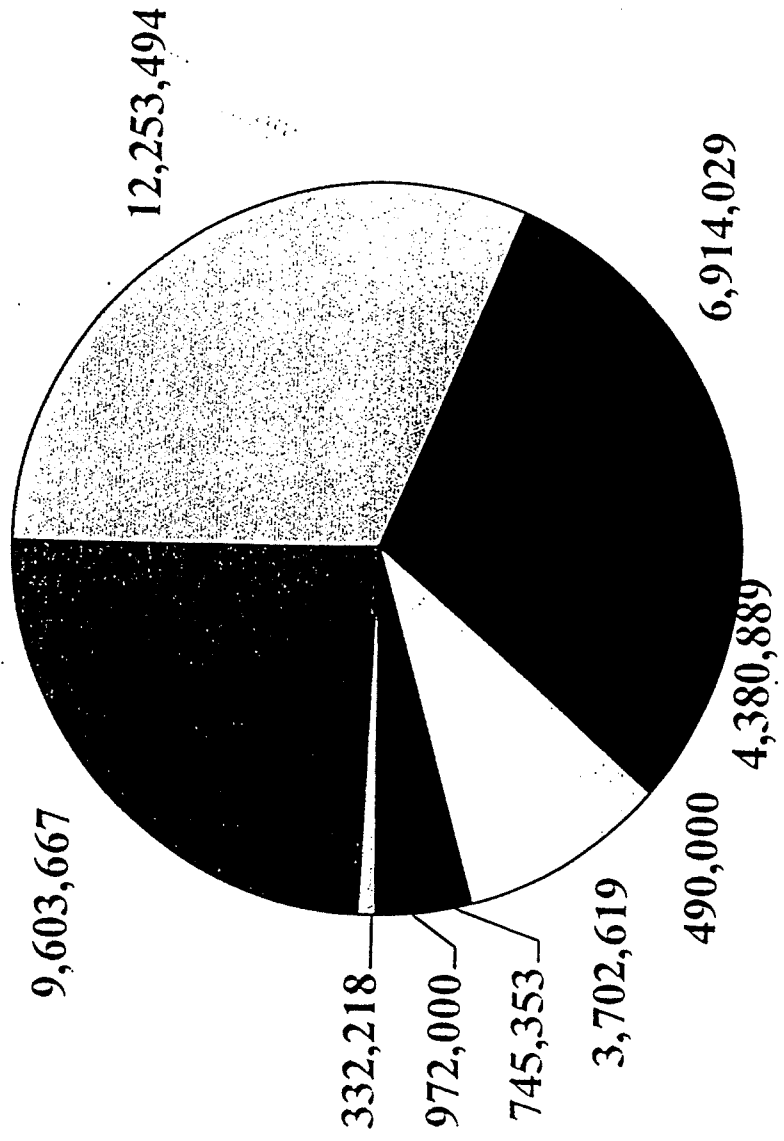
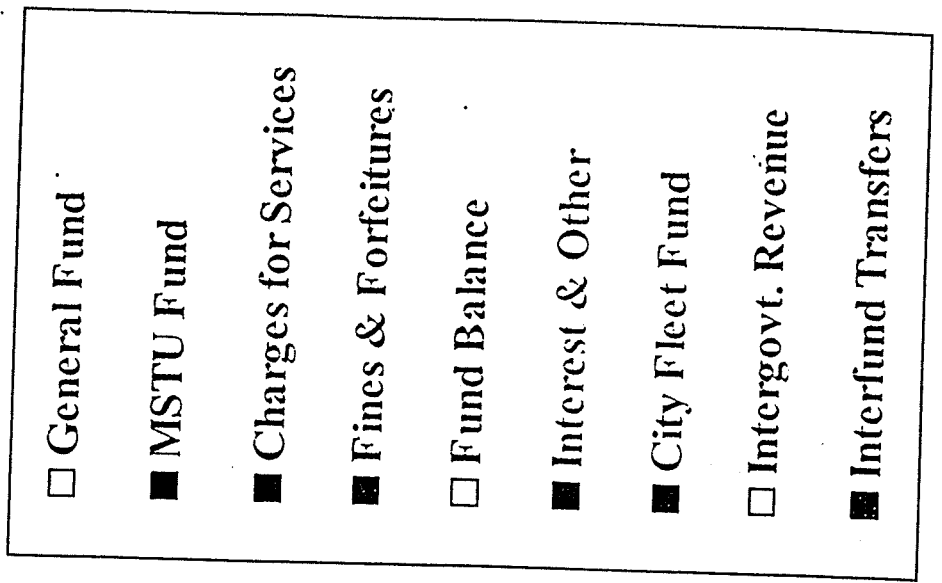
County
99%



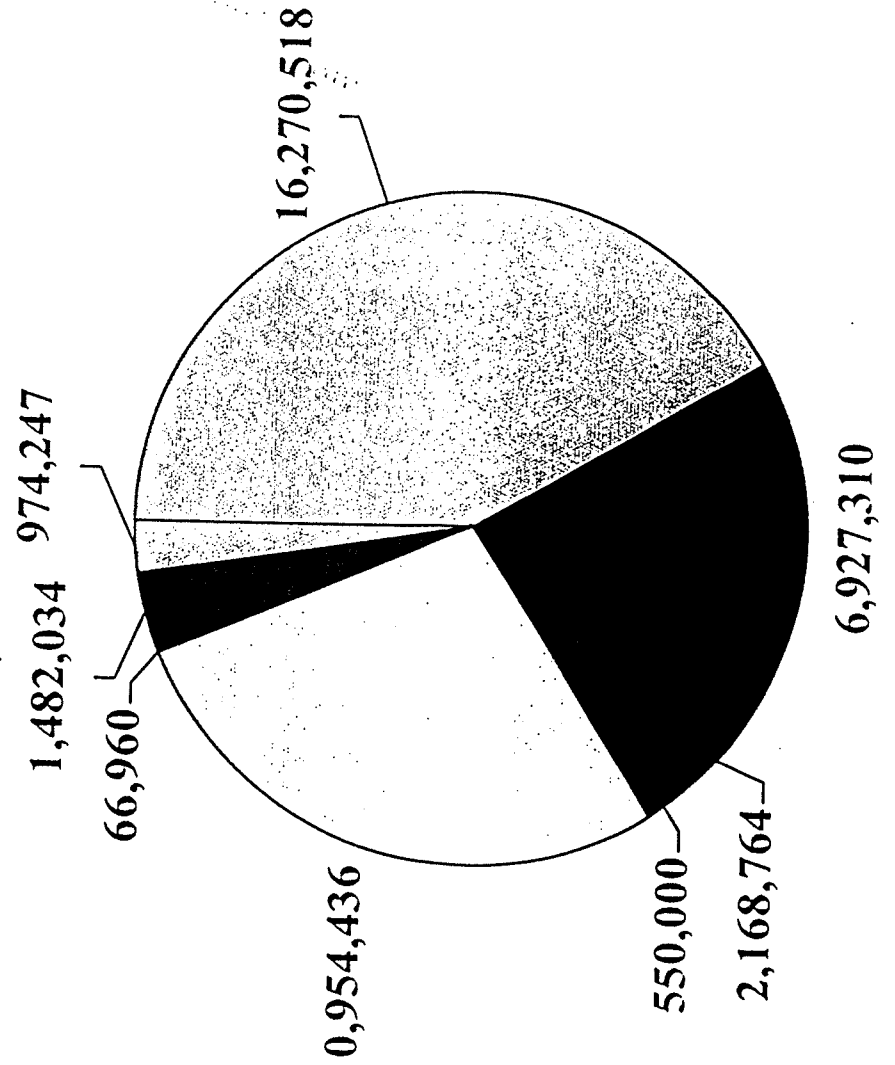
ACFR Station 19



Department of Emergency Services
FY 00/01 Merged Budget
Funding Sources = \$39,394,269



Department of Emergency Services
FY 00/01 Merged Budget
Total Expenditures = \$39,394,269



**Proposed Department of Emergency Services
FY 00/01 Merged Budget**

	Emergency Services Director's Office	Emergency Management	Operations Division	Administrative Support	Fire Safety Management	Total
Funding Sources:						
General Fund	336,213	104,495	10,880,293	319,524	612,969	12,253,494
MSTU Fund	107,880		6,347,848	178,338	279,963	6,914,029
Charges for Services			3,366,472	1,014,417		4,380,889
Fines & Forfeitures			490,000			490,000
Intergovernmental Revenue		189,204	143,014			332,218
Interest and Other	22,000		82,450	29,500		111,950
Fleet Fund (City)	34,785	36,742	950,000			972,000
Fund Balance			2,325,682	1,305,410		3,702,619
Subtotal Revenue and Fund Balance	500,878	330,441	24,585,759	2,847,189	892,932	29,157,199
Station 21 & 25 Revenue			295,824			295,824
Station 6 Revenue			337,579			337,579
Interfund Transfers	424,910	104,495	9,074,262			9,603,667
Total Funding Sources	925,788	434,936	34,293,424	2,847,189	892,932	39,394,269
Operating Expenditures:						
Personal Services	362,903	177,091	14,298,684	742,154	689,686	16,270,518
Operating Expenditures	107,908	135,274	5,843,674	637,208	203,246	6,927,310
Capital Outlay	22,000	18,076	1,047,440	1,081,248		2,168,764
Fire Hydrant Rental			550,000			550,000
Debt Service			66,960			66,960
Subtotal Operating	492,811	330,441	21,806,758	2,460,610	892,932	25,983,552
Non Operating						
Station 21 & 25			585,390			585,390
Station 6			393,857			393,857
Other			(5,000)			(5,000)
Interfund Transfers	432,977	104,495	10,244,264	172,700		10,954,436
Reserves			1,268,155	213,879		1,482,034
Total Expenditures	925,788	434,936	34,293,424	2,847,189	892,932	39,394,269