

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

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

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

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

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

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

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

NOW THEREFORE, the City and the County agree as follows:

Section 1. Automatic Aid Agreement.

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

129
130 **Section 9. Severability.** If any provision of this Agreement is declared void by a court of law,
131 all other provisions will remain in full force and effect.

132
133 **Section 10. Integration/Merger.** This Agreement contains the entire agreement and
134 understanding of the Parties regarding the matters set forth herein and supersedes all previous
135 negotiations, discussions, and understandings, whether oral or written, regarding such matters.
136 The Parties acknowledge that they have not relied on any promise, inducement, representation, or
137 other statement made in connection with this agreement that is not expressly contained in this
138 Agreement. The terms of this Agreement are contractual and not merely recital.

139
140 **Section 11. Modification and Waiver.** The provisions of this Agreement may only be modified
141 or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of
142 rights or a modification of this Agreement. The failure of any party to exercise any right in this
143 Agreement shall not be considered a waiver of such right. No waiver of a provision of the
144 Agreement shall apply to any other portion of the Agreement. A waiver on one occasion shall not
145 be deemed to be a waiver on other occasions.

146
147 **Section 12. Captions and Section Headings.** Captions and section headings used herein are for
148 convenience only and shall not be used in construing this Agreement.

149
150 **Section 13. Successors and Assigns.** The Parties each bind the other and their respective
151 successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this
152 Agreement.

153
154 **Section 14. Third Party Beneficiaries.** This Agreement does not create any relationship with,
155 or any rights in favor of, any third party.

156
157 **Section 15. Construction.** This Agreement shall not be construed more strictly against one party
158 than against the other merely by virtue of the fact that it may have been prepared by one of the
159 Parties. It is recognized that all Parties have substantially contributed to the preparation of this
160 Agreement.

161
162 **IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal
163 Agreement between Alachua County and the City of Gainesville on the respective dates beneath
164 each signature.

165

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

166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202

ATTEST:

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

BY: _____
Charles Chestnut, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM

County Attorney

CITY OF GAINESVILLE

BY: _____
Lauren Poe, Mayor

APPROVED AS TO FORM AND LEGALITY

Date: _____

Nicolle Shalley
City Attorney

ATTEST:

Omichele D. Gainey
Clerk of the City Commission