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

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**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").

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**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

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**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

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**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

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**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

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**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.

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

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**Section 1. Automatic Aid Agreement.**

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- 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 accordance with the Cost  
 62 Allocations Plan.
- 63 b. The average cost per response to be used beginning on October 1,  
 64 2019 is \$869.92 per Attachment 2.
- 65 c. Staff will convene no later than March of each year to update the  
 66 average cost per response.  
 67 i. The audited financial information for both jurisdictions divided  
 68 by the actual number of responses for the prior fiscal year. For  
 69 example March 2020 will use FY2018/19 actual expenditures  
 70 and actual responses.  
 71 ii. The difference between the prior fiscal years average cost per  
 72 response and the current fiscal year actual cost per response  
 73 will be multiplied by the difference in the respective  
 74 jurisdictions response to calls in the others jurisdiction to  
 75 determine the reconciliation payment due (true-up calculation  
 76 and payment). Payments due for the difference shall be made  
 77 to the appropriate jurisdiction within 30 days of the  
 78 reconciliation as agreed upon by both agencies.
- 79 d. Payments will be made on a monthly basis in accordance with the  
 80 provisions for 218, Part VII Florida Statutes (“Local Government  
 81 Prompt Payment Act”)
- 82 3) The City and County agree to recognize all fire based units stationed within  
 83 the Automatic Aid Agreement boundary map, which is Attachment 3 and  
 84 incorporated by reference. These units are considered to be compensable units  
 85 under this agreement with the exception of County Engine 80. It is agreed that  
 86 Engine 80 shall not be compensated for any responses into the City as long as  
 87 it is stationed within the City limits. Once it is relocated outside of the City  
 88 limits, it shall then be considered to be a compensable unit.
- 89 4) This agreement for the automatic dispatch of assets of the parties is not meant  
 90 to supplant the need to provide sufficient fire services but does not preclude  
 91 the ability of either jurisdiction to request mutual aid for incidents occurring  
 92 outside the fire service agreement boundary or for units not assigned therein

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

95 5) The geographic boundary of this agreement is as set forth in Automatic Aid  
96 Agreement boundary map (Attachment 3), which is attached hereto and  
97 incorporated by reference.

98 6) The parties agree that this agreement will be effective October 1, 2019.  
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100 **Section 2. Indemnification.** Each party shall be solely responsible for the negligent or wrongful  
101 acts of its officials, agents and employees.

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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.

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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 1<sup>th</sup> of  
108 a given year, the agreement will remain in force until September 30<sup>th</sup> of that year.

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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.

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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.

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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.

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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:

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County:  
Alachua County, Florida  
Attn: County Manager  
12 SE 1<sup>st</sup> 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 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, FL 32601

and

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

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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.

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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.

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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.

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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.

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

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ATTEST:

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

BY:   
Charles Chestnut, Chair  
Board of County Commissioners

Date: 9/10/2019

APPROVED AS TO FORM

  
County Attorney

**CITY OF GAINESVILLE**

BY: \_\_\_\_\_  
Lauren Poe, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Nicolle Shalley  
City Attorney

ATTEST:

\_\_\_\_\_  
Omichele D. Gainey  
Clerk of the City Commission

ATTACHMENT 1  
INCIDENT TYPES FOR AUTOMATIC AID

**EFD Incident Types for Automatic Aid**

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

**EMD Incident Types for Automatic Aid**

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

**Calculation for Combined Average Cost per Response**

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

<u>Average Cost per Response</u>	=	<u>\$869.92</u>
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ACFR Responses (per GFR email 5/23/19) (includes E80 in City and AAA Units)	11,801
GFR Responses	23,424
Total Adjusted Responses	35,225

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

## Alachua County - Fire Rescue

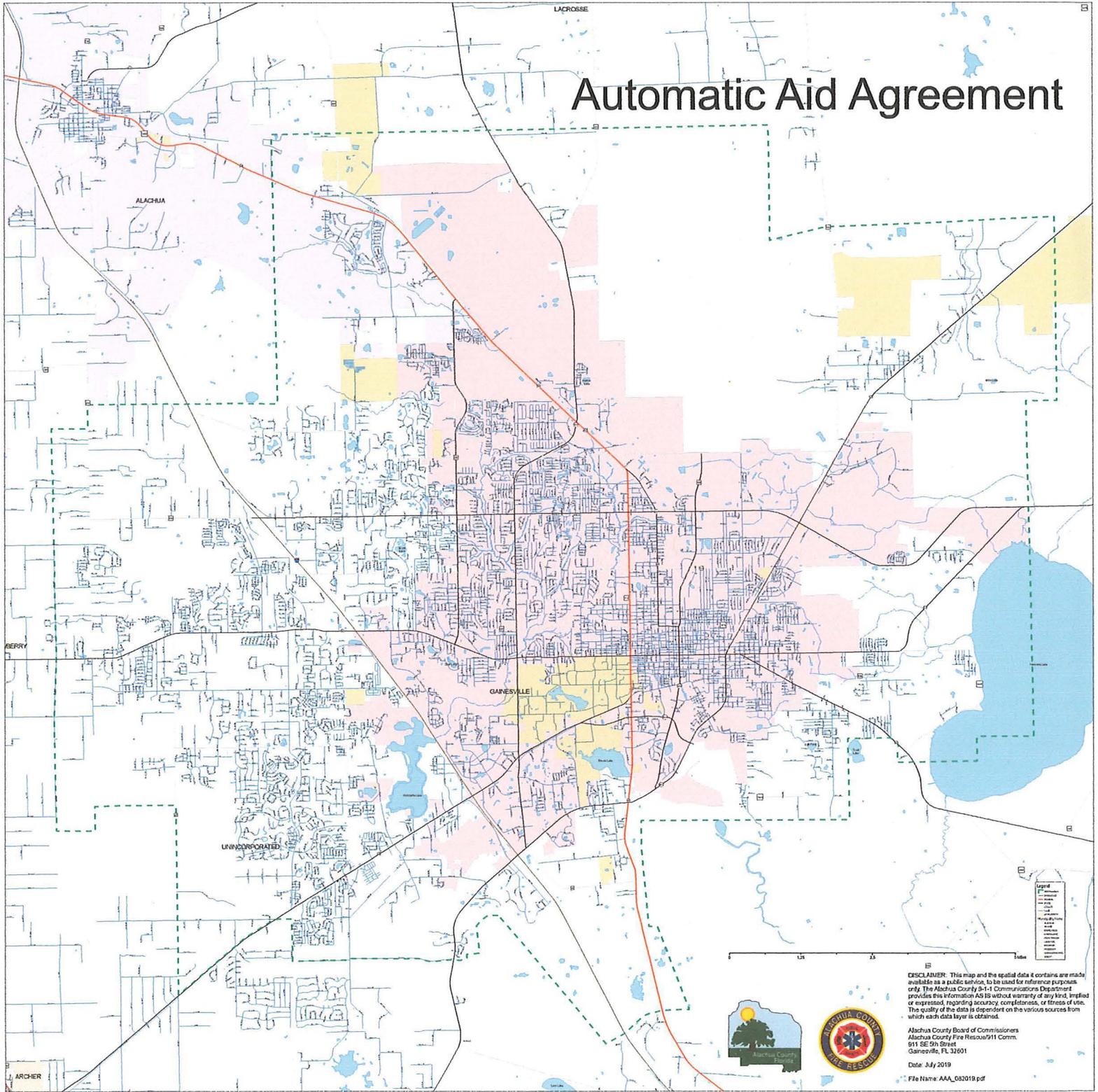
		FY18 ACFR Actual	Non Allowed	FY18 Actuals Revised
<b>011-5480-522 Fire Protection Services / Fire Control</b>				
12-00	Regular Salaries & Wages	5,002,973.45		5,002,973.45
13-00	Other Salaries and Wages	3,605.10		3,605.10
14-00	Overtime	2,428,802.98		2,428,802.98
15-00	Special Pay	28,192.50		28,192.50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

**Alachua County - Fire Rescue**

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

Attachment 3

# Automatic Aid Agreement



**DISCLAIMER:** This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County 9-1-1 Communications Department provides this information AS IS without warranty of any kind, implied or expressed, regarding accuracy, completeness, or fitness of use. The quality of the data is dependent on the various sources from which each data layer is obtained.

Alachua County Board of Commissioners  
Alachua County Fire Rescue 911 Comm.  
911 SE 5th Street  
Gainesville, FL 32601

Date: July 2019

File Name: AAA\_032019.pdf

