

#020133
6/27/02
Bulky Roundtree

DESIGNATED ASSISTANCE AGREEMENT

Chronology

- A 1973-1989 Annual Agreements
City as sole service provider.
- B October 1, 1989-
September 30, 1996 Fire and Emergency Medical Services seven-year agreement including Alachua County building three fire stations (three built, 1990, 1994, 1995 but one was not original schedule.)
- C August 29, 1996 –
present DAA
City and County Commission adopted recommendations April 29, 1996.
City Commission approved Mayor to execute agreement July 22, 1996.
- D October 1, 1997 GFR modified response in three areas approved unanimously by city commission.
- E December 29, 1997 Alachua County modifications proposed
- F Sept. 22, 1998 1st amendment – Staff jointly proposed: 1) contractual requirement for actual expenditure by station for Alachua County be replaced by net fire rescue budget in calculations; 2) percent of county budget be allocated to urban operations at 74% unless stations are added; and 3) number of stations for reallocation be removed.
- G October 1, 1998 No changes recommended by City.
- H Additional updates
provided October 13, 1997 to City Commission
April 5, 1999 to City and County Commissions

History of Payment Amounts

I Payment History

Terms, Payment and Schedule of Amendments

- Terms 365 days notice to terminate agreement
- Payment Scheduled in Section 8, Exhibit A
Method in Section 9, Exhibit B
- Schedule of
Amendments Preliminary changes due by January 1 yearly
Non-requesting party due a response by February 1 (after the January 1 request).
Final designation due April 15 (of same year requested)
Changes effective October 1 (of same year requested)

1
2 DESIGNATED ASSISTANCE AGREEMENT
3

4 This Agreement made and entered into this 29th day of August, 1996, by and between the
5 CITY OF GAINESVILLE, a Florida municipal corporation; hereinafter referred to as the "City", and
6 ALACHUA COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida,
7 hereinafter referred to as the "County".
8

9 W I T N E S S E T H:

10 WHEREAS, the City and the County have adjoining boundaries; and
11

12 WHEREAS, the City and the County each provide fire rescue services to their citizens; and
13

14 WHEREAS, it is the desire of both the City and the County to provide these same services in a
15 timely and similar manner; and
16

17 WHEREAS, residents and businesses of one jurisdiction can at times receive more timely service
18 from a response unit belonging to the other jurisdiction; and
19

20 WHEREAS, the City and the County have historically cooperated with each other in the
21 provision of fire rescue services; and
22

23 FURTHER WHEREAS, the City and the County are specifically authorized by Chapter 163, F.S.
24 to enter into agreements for the provision of services relating to the duties and functions of said
25 government units;
26

27 NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and
28 promises hereinafter set forth, the parties do hereby agree to enter into an interlocal agreement which will
29 be recorded in the public records of Alachua County as follows:
30
31

32 **Section 1. Term of Agreement**

33
34 A. This agreement will commence on October 1, 1996 and remain in effect until affirmatively terminated
35 by either or both parties to the agreement. Except as provided for in sub-section B, termination of the
36 agreement requires a three hundred and sixty-five (365) day notice in writing to the other party.
37

38 B. If either party fails to fulfill its obligations under this agreement in a timely and satisfactory manner,
39 or if either party breaches any of the provisions, covenants, or stipulations under this agreement, then
40 the other party shall give a written notice to the party in default stating the failure or breach, and
41 providing a reasonable time period for correction of same. In the event the correction is not made
42 within the allotted time, the other party shall have the right to terminate this agreement after giving
43 written notice of intent to terminate at least (30) days prior to the termination date.
44

45 C. The parties acknowledge and understand that by a separate agreement entitled "Fire/Rescue Services
46 Cooperation Agreement" the County Commission and City Commission will continue to meet during
47 fiscal year 1996-1997 to discuss the concept of a single provider system for fire rescue services. If
48 agreement upon an alternative delivery system is reached, a transition plan will be adopted by mutual
49 consent of the parties including a specific date upon which the alternate system shall commence and
50 this agreement shall be terminated.
51

52 **Section 2. Agreement Definitions**

53

54 For the purpose of this Agreement, the terms listed below shall have the following meanings:

55

56 A. "Administrative Costs" - For ACFR includes the Chief's position and support personnel as well as
57 various operating expenses - i.e., rentals/leases, insurance, repairs/maintenance, office supplies and
58 materials, etc.

59

60 B. "Automatic Aid" shall mean a type of mutual aid where no specific request for service is necessary to
61 initiate a mutual aid response. The closest unit(s) of the appropriate type responds to the incident,
62 regardless of jurisdiction of the incident or the responding unit(s).

63

64 C. "Common Costs" - ACFR's common costs consist primarily of management positions and specialized
65 personnel - e.g., deputy chief, assistant chief, district chiefs, fire marshal, fire inspector, etc. These
66 positions and related costs are assumed to be split evenly between urban and rural activities for
67 purposes of this cost model.

68

69 D. "Communications services" - GFR communications services are provided by the Gainesville Police
70 Department Communications Division and related costs are included in the Police Department
71 budget. GPD has estimated the pro-rata share (approx. 14%, FY 95) of the total communications cost
72 attributable to Fire Services. For future years GPD will continue to identify and allocate the cost
73 attributable to fire service communications.

74

75 E. "Fire Rescue Services" includes responses to all types of emergencies including, but not limited to,
76 fire, emergency medical, hazardous material, extrication and natural disasters.

77

78 F. "Indirect Costs" -

79 GFR - reflect allocated portion of central support services (e.g., purchasing, human resources, finance
80 and budgeting, etc.) The City utilizes the services of an outside consultant to annually update the
81 City's indirect cost allocation plan.

82 ACFR - reflect Fire Rescue's allocated portion of central support services (e.g., purchasing, personnel,
83 finance, budgeting, etc.) These costs are absorbed by the General Fund rather than charged to
84 the MSTU Fund.

85

86 G. "Response" - shall mean the assignment of an engine, quint, truck, or rescue unit to an emergency.

87

88 H. "Staffing" shall refer to the number of personnel assigned to a response unit,

89

90 I. "Total Responses"-

91 GFR - this shall mean all fire and EMS calls within the City of Gainesville and the Urban
92 Services Area.

93 ACFR - this shall mean all fire and first response EMS calls within the City of Gainesville and
94 the Urban Services Area. This shall not include ambulance responses or transport.

95

96 **Section 3. Response**

97

98 A. Response to incidents in the Urban Services Area (Attachment 1) and the City of Gainesville will be
99 addressed through a unified system which does not consider the political jurisdiction in which the
100 incident occurs. The City and the County agree to provide automatic aid to each other unless and
101 until specific areas or services are designated as being excluded from the response of the next nearest
102 and available unit.

103

104 B. The response complement to various categories/types of fires, vehicle accidents, extrications,
105 hazardous materials incidents, and emergency medical incidents, will be determined by mutual
106 agreement of the City Fire Chief and the Director and Chief Officer of County Fire Rescue .
107 Responses shall be dispatched on a next nearest and available unit (by appropriate type) basis, until
108 the full response is completed.

109
110 C. The full automatic aid relationship will remain in effect for the period of October 1, 1996 through
111 September 30, 1997. Neither party may "designate" specified areas or services as outside the
112 automatic aid process during this initial year of the agreement. Neither may changes in staffing be
113 implemented from the current minimum standards.

114
115 Beginning on October 1, 1997, and successively on each October 1st the agreement remains in effect,
116 each party may designate areas or services which are not the recipient of automatic aid. Each party
117 may also designate staffing level changes. The party so designating must provide preliminary
118 notification to the other party no later than the first day of January of the same calendar year the
119 change is to occur. The non-requesting party must respond by the first day of February following the
120 notification as to the actions it plans to take should the proposed designations be implemented. Final
121 written notice of designated areas and/or services withdrawn from receiving automatic aid must be
122 given no later than the 15th day of April of the calendar year the change is to occur. These
123 designations are non-negotiable and can be made solely for the benefit of the party deciding the
124 receipt of specified services are no longer required in specified areas.

125 126 **Section 4. Primary Response Area**

127
128 A. The primary response area is that area determined to be the primary service area of each fire station
129 in consideration of operational and available resources (normally the distance in road miles from
130 available fire stations and resources, however traffic flow and road conditions causing slower
131 response times may be considered). As stations are added, removed, or re-located, the primary
132 response area of existing stations will be modified to reflect the most efficient and timely first
133 response, except with regard to areas designated as exempt from automatic mutual aid.

134
135 B. Radio frequencies utilized during responses shall be those assigned by the dispatching agency unless
136 changed by the Incident Commander for better continuity of the operation.

137
138 C. Incident Command will be assigned to the closest available District Chief. Command may be assumed
139 by a Chief Officer of either jurisdiction when the complement of units assigned is predominately of
140 their jurisdiction.

141 142 **Section 5. Fire Stations**

143
144 Current fire station locations, apparatus and minimum staffing complements are listed in Attachment 2.

145 146 **Section 6. Mediation**

147
148 The following procedures will be used in the event of disagreement. First, involved senior management
149 staff from each department will meet to determine if they can arrive at a mutually acceptable solution to
150 the dispute. If they cannot, the Chiefs from each department will meet to seek a mutually acceptable
151 solution to the dispute. If they cannot reach mutual agreement on a solution, the respective managers of
152 each entity will meet to resolve the issue. If they cannot do so, the services of a neutral third party
153 mediator shall be engaged, whose decision shall be accepted and whose cost shall be shared equally.
154 Should the two managers fail to agree on a neutral third party; they shall each appoint a mediator of their
155 choice. These two mediators shall then choose a third person acceptable to both of them. In this case, each

156 entity shall be responsible for the cost of the mediator of their choice and the cost of the third mediator
157 shall be shared equally.
158

159 **Section 7. Response Data**

- 160
161 A. A technical committee shall be established to manage response data from both parties. This committee
162 shall consist of one (1) designee from each department. The committee shall have the responsibility of
163 assuring the accuracy of all data regarding responses from either department. The committee will
164 determine how to reach this objective by the use of current records systems or by the development of a
165 new records system. In either case, the committee will establish a database which can be accessed by
166 either department. This database will constitute the official database to be used for purposes of
167 payment calculation and for use by aforementioned mediators in the event of dispute or disagreement.
168
169 B. The committee shall meet no less than monthly to reconcile the data for each month.
170

171 **Section 8. Payment for Services**

172
173 The reimbursement of one entity to the other shall be based upon an average of four models later
174 described. All calculations are based on the following agreed upon methodology through which the costs
175 of operating Fire and First Response EMS (non-transport) for each entity are determined.
176

177 A. **ACFR BUDGETARY AND EXPENSE REPORTING**

178 The Fire Services budget of Alachua County Fire Rescue shall allocate to the urban area fire
179 stations numbers 12, 16, and 19 costs from the following budgetary categories in the stated
180 proportions.
181

Cost Category	Allocations by Station *		
	No 12	No. 16	No. 19
Administrative Costs	17%	40%	17%
Common Costs **	17%	40%	17%
Communications	17%	40%	17%
Capital Outlay	17%	40%	17%
Indirect Costs	17%	40%	17%

182 * As additional urban area stations are opened, the allocation shall be adjusted accordingly.

183 ** Common Costs shall be allocated assuming 50% of the costs are related to urban activities
184 and 50% to rural activities. All other cost categories shall attribute 74% of the total cost to the
185 three urban area stations. All allocations shall be reevaluated upon the opening of additional
186 urban stations.

187 Communications - services are provided by the Alachua County Sheriff's Office and related
188 costs are included in the Sheriff's budget. The amount reported represents a pro-rata share of the
189 total communications cost allocated to these specific stations. Because the number of fire calls
190 and first response EMS calls in relation to total calls dispatched is not known, an allocation
191 percentage of 20% was used for purposes of this analysis. Accordingly, 20% of the overall
192 communications costs are allocated to Fire Rescue Services with a pro-rata share of this amount
193 allocated to each of the three stations serving the urban area.
194

195 **OVERALL ACFR BUDGET REPORTING**

196
197 The County shall separate the budget and expenses for Ambulance Transport Operations from
198 the budget and expenses for Fire Operations for the purposes of calculating the cost of providing
199 Fire and first response EMS services. The cost of Fire Operations shall be reported for personal

200 services, operating expenses and indirect costs. Capital Outlay and Debt Service shall be
201 identified but they shall be excluded from the reimbursement calculation.

202
203 **B. GFR BUDGETARY AND EXPENSE REPORTING**
204 Capital Outlay and Debt Service shall be identified but they shall be excluded from the
205 reimbursement calculation. The City shall specify the budget and expenses for the Airport Fire
206 Station which shall be excluded from the reimbursement calculation.

207
208 **C. REIMBURSEMENT CALCULATION**
209 The amount to be reimbursed by each entity to the other shall be calculated by applying the
210 following four models and averaging the results.

211
212 **MODELS:**

213 **A) Average System Response Cost**

214
215
$$\text{Total Cost (ACFR + GFR)} \div \text{Total Responses (GFR + ACFR)} = \text{Average Cost per Response (ACPR)}$$

216
217 1) City Calls into County X ACPR = (A1) \$ owed to City by County

218 2) County Calls into City X ACPR = (A2) \$ owed to County by City

219
220 **A1 - A2 = Net Exchange Value (NEV)**

221
222 **B) Lower Unit Response Cost**

223
224
$$\text{GFR Total Cost} \div \text{GFR Total Responses} = \text{GFR Average Response Cost}$$

225
$$\text{ACFR Total Cost} \div \text{ACFR Total Responses} = \text{ACFR Average Response Cost}$$

226
227 (The lower of the above = Lower Cost Per Response {LCPR})

228 1) LCPR X GFR calls into County = (B1) \$ owed to City by County

229 2) LCPR X ACFR calls into City = (B2) \$ owed to County by City

230
231 **B1 - B2 = NEV**

232
233 **C) Proportional Use Based on Agency Response Loads**

234
235 1)
$$\left(\frac{\text{GFR calls into County}}{\text{Total GFR Calls}} \right) \times \text{GFR Total Cost} = \text{(C1) \$ owed to City by County}$$

236
237 2)
$$\left(\frac{\text{ACFR calls into City}}{\text{Total ACFR Calls}} \right) \times \text{ACFR Total Cost} = \text{(C2) \$ owed to County by City}$$

238
239 **C1 - C2 = NEV**

240
241 **D) Proportional Use Based on Inter-jurisdictional Response Loads**

242
243 1a) Total ACFR Calls - ACFR calls into City + GFR calls into County = County Load

244 b)
$$\frac{\text{GFR calls into County}}{\text{County Load}} = \% \text{ of County Load provided by GFR}$$

245 c)
$$\% \text{ of County Load provided by GFR} \times \text{ACFR Total Cost} = \text{(D1) \$ owed to City by County}$$

246
247 2a) Total GFR Calls - GFR calls into City + ACFR calls into City = City Load

248 b)
$$\frac{\text{ACFR calls into City}}{\text{City Load}} = \% \text{ of City Load provided by ACFR}$$

249 c)
$$\% \text{ of City Load provided by ACFR} \times \text{GFR Total Cost} = \text{(D2) \$ owed to County by City}$$

250
251 **D1 - D2 = NEV**

252

253 **Section 9. Method of Payment**

254
 255 For Fiscal Year 96-97, the first year of this agreement, the transfer estimate used shall be an average of
 256 the four models as calculated by the consulting firm Analytica and presented in their final report dated
 257 May 27, 1996. Therefore, the estimated transfer amount for FY 1997 is \$497,968 owed by the County to
 258 the City utilizing the calculation methodology set forth in this agreement. This shall be paid in equal
 259 monthly installments of \$41,497.33 from October through September, 1997. An adjustment for actual
 260 expenditure and response experience during FY 96-97 shall occur during FY 97-98 as described below.

261
 262 The methodology as set forth below is intended to assure the most equitable transfer of funds for services
 263 received. The calculations as proposed by the Consultant's study are based upon audited financial data
 264 and agreed upon response data. In order to utilize expense data from the same year as the response data, a
 265 six month lag from the fiscal year end is necessary to receive the required audited financial data and
 266 perform the calculations to the satisfaction of both entities. The transfer estimates for FY 1998 and
 267 beyond shall be calculated as follows:
 268

Fiscal Year	Transfer Projections	Adjustment	Transfer Correction Lag
96-97	Annual and Monthly transfer amount calculation based upon FY 94-95 response data and actual expenditures.	Not Applicable. (The fee paid by Alachua County during FY 95-96 was specified in a preceding interlocal agreement.)	Not Applicable
97-98	Annual and Monthly transfer amount calculation based upon FY 95-96 response data and actual expenditures.	By 3/31/98 recalculate and adjust monthly transfer based upon FY 96-97 data and actual expenditures. Final 6 months of FY 97-98 billings shall be adjusted accordingly. This adjustment corrects for any inaccuracies in FY 96-97 transfer.	6 months from FYE.
	Etcetera		

269
 270 Should termination of the contract occur in accordance with this agreement the necessary adjustment shall
 271 be calculated once final response data and actual expenditure data becomes available. Any calculated
 272 difference shall be billed by the owed party prior to April 10 and paid by the owing party by April 30 of
 273 the year following termination of this agreement.

274
 275 *Example:*

276 *Should termination of the contract occur on 10/1/97 there would still be a true-up needed for*
 277 *actual response and expenditure experience for FY 96-97 vs. what was paid based upon projections. By*
 278 *3/31/98 the amount that should have been transferred during FY 96-97 shall be calculated using FY 96-*
 279 *97 actual response data and expenditures. Any remaining difference shall be billed by the owed party by*
 280 *4/10/98 and paid by the owing party by 4/30/98.*

281
 282 Termination of this agreement does not forgive the owing entity of its obligation to pay the amount
 283 determined to be owed utilizing the calculation methodology as set forth in this agreement for the period
 284 prior to the termination.

285
 286 This scenario shall be followed subsequent to termination of this contract during any future year with the
 287 necessary adjustments made to the dates of the data utilized for the calculation.

288
 289 For their individual budget planning purposes, each entity (City and County) shall individually utilize any
 290 method they choose to project the amount that will be transferred under this agreement based upon any
 291 changes to the automatic aid areas, service levels, and/or funding changes. Regardless of what transfer
 292 amount is projected in the budget, the owing entity shall be liable for the full amount due as calculated

293 utilizing the methodology set forth in this agreement and the owed entity shall be due only that amount as
294 calculated utilizing the methodology set forth in this agreement.
295

296 **Section 10. Amendments**

297
298 This contract may be amended by the mutual consent of the Gainesville City Commission and the Alachua
299 County Board of County Commissioners.
300

301 **Section 11. Indemnification**

- 302
303 A. The City is a fully self-insured entity and agrees to indemnify and hold harmless the County from all
304 loss, damage, cost, attorney's fees, and expenses including appellate costs and fees which the
305 County may suffer, incur, be put to, pay, or lay out by reason of the City's negligence in the
306 performance of its obligations under this agreement.
307
308 B. The County is a fully self-insured entity and agrees to indemnify and hold harmless the City from all
309 loss, damage, cost, attorney's fees, and expenses including appellate costs and fees which the City
310 may suffer, incur, be put to, pay, or lay out by reason of the County's negligence in the
311 performance of its obligations under this agreement.
312
313 C. The City and the County agree to maintain insurance coverage, either through self-insurance or
314 commercial policy, as it relates to the provision of fire rescue services under this agreement, including
315 statutory worker's compensation coverage, commercial general liability, automobile liability,
316 automobile physical damage, and professional liability. Each party agrees to provide to the other
317 proof of insurance for all coverages in effect throughout the term of this agreement and will provide
318 30-days prior notice of any cancellation or amendment to the insurance coverages.
319

320 **Section 12. Filing of Agreement**

321
322 The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in
323 the official records of Alachua County, as required by Section 163.01(11), Florida Statutes.
324

325 **Section 13. Applicable Law**

326
327 This agreement shall be governed by the laws of the State of Florida.
328

329 **Section 14. Other Notices**

330
331 Except as otherwise provided herein, any notices required under this agreement shall be sent by certified
332 mail, return receipt requested, or in person with signed proof of delivery as follows:
333

334 County: Alachua County
335 c/o County Manager
336 P.O. Drawer "CC"
337 Gainesville, FL 32602
338
339 City: City of Gainesville
340 c/o City Manager
341 P.O. Box 490
342 Gainesville, FL 32602
343

344 A copy of any notice hereunder shall also be sent to:
345 J.K. "Buddy" Irby
346 Clerk of the Circuit Court
347 Post Office Box 939
348 Gainesville, Florida 32602
349 Attn: Finance and Accounting

350
351

352 **Section 15. Non-Waiver**

353

354 Waiver or breach of any provision of this agreement shall not be deemed to be a waiver of any other
355 breach, and shall not be construed as to be a modification of the terms of this agreement.

356

357 **Section 16. Severability**

358

359 If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions
360 shall not be affected but shall remain in full force and effect.

361

362 **Section 17. Entire Agreement**

363

364 This agreement contains all the terms and conditions agreed upon by the parties.

365

366 ALACHUA COUNTY, FLORIDA

367

368 By: Margaret Eppes
369 Margaret Eppes, Chairperson
370 Board of County Commissioners

371

372 ATTEST:

373 J.K. "Buddy" Irby
374
375
376 J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

Mary A. Marshall
County Attorney's Office

377

378 CITY OF GAINESVILLE, FLORIDA

379

380 By: Edward L. Jennings
381
382 Edward L. Jennings, Mayor-Commissioner

City Attorney's Office

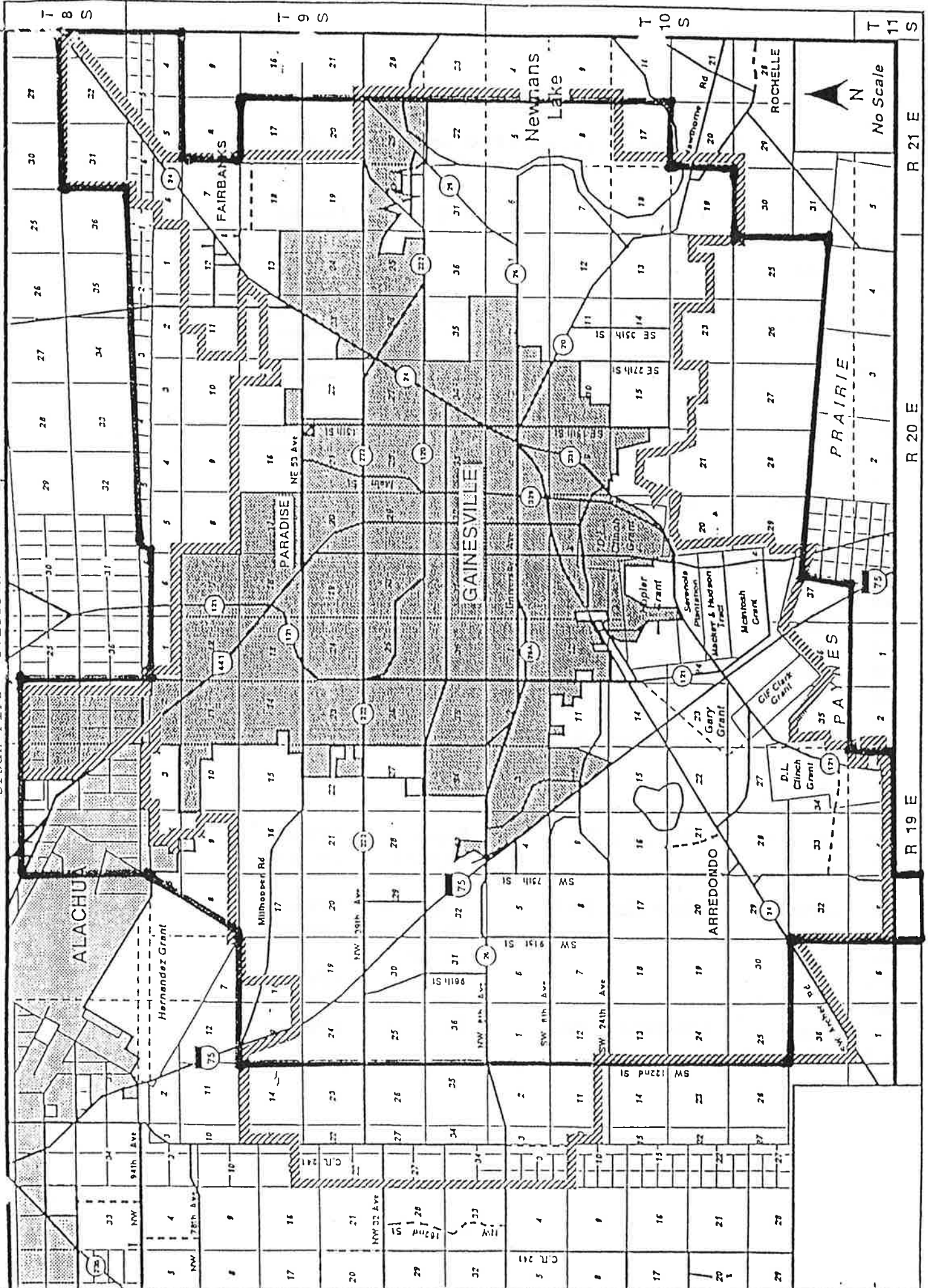
Ronald H. Ambler 8.29.96

383

384 ATTEST:

385 Kurt M. Lannon
386
387 Kurt M. Lannon, Clerk of the Commission

Urban Fire Services Area



ATTACHMENT "2"

Fire Stations, Apparatus/Companies and Staffing
(Effective 10/01/96)

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<u>Station</u>	<u>Address</u>	<u>Units</u>	<u>Minimum Staffing</u>
<u>CITY</u>			
Station 1	427 S. Main St.	Engine 1 Tower 1 Rescue 1 District 1	3 Persons 4 Persons 2 Persons 1 Person
Station 2	2210 SW Archer Road	Engine 2 Tower 2	3 Persons 4 Persons
Station 3	900 NE Waldo Rd.	Engine 3	3 Persons
Station 4	10 SW 36th Street	Engine 4 District 1	3 Persons 1 Person
Station 5	1244 NW 30th Ave	Quint 5	4 Persons
Station 6	3301 NE 49th Drive	HazMat 1/ Squad 1	1 Person
Station 7	5601 NW 43rd Street	Engine 7	3 Persons
<u>COUNTY</u>			
Station 12	1200 SE 43rd Street	Engine 12 District 5	3 Persons 1 Person
Station 16	1600 Ft Clark Blvd.	Engine 16 Tower 16/ Rescue 16 District 6	3 Persons 4 Persons 1 Person
Station 19	1800 SW 43rd Street	Engine 19	3 Persons

**FIRST AMENDMENT TO DESIGNATED ASSISTANCE
AGREEMENT BETWEEN ALACHUA COUNTY AND CITY
OF GAINESVILLE FOR FIRE RESCUE SERVICES**

THIS FIRST AMENDMENT TO DESIGNATED ASSISTANCE AGREEMENT, made and entered into this 22nd day of September, A.D., 1998, 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 "County", and City of Gainesville, a Florida municipal corporation, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated August 29th, 1996, for the provision of fire rescue services; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the August 29th, 1996 agreement as follows:

A. Section 8. Payment for Services, is amended in its entirety as shown in the attached Exhibit A.

B. Section 9. Method of Payment, is amended in its entirety as shown in the attached Exhibit B.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated August 29th, 1996, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Designated Assistance Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

BY: Leveda Brown
Leveda Brown, Chairman
Board of County Commissioners

ATTEST:

J.K. "Buddy" Irby
J.K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

Robert L. Smith IV
County Attorney's Office

CITY OF GAINESVILLE, FLORIDA

BY: Paula DeLaney
Paula DeLaney, Mayor

ATTEST:

Kurt M. Lannon
Kurt M. Lannon, Clerk of the Commission

APPROVED AS TO FORM AND LEGALITY:

Ronald J. Combs
City Attorney's Office

EXHIBIT "A"

entity shall be responsible for the cost of the mediator of their choice and the cost of the third mediator shall be shared equally.

Section 7. Response Data

A. A technical committee shall be established to manage response data from both parties. This committee shall consist of one (1) designee from each department. The committee shall have the responsibility of assuring the accuracy of all data regarding responses from either department. The committee will determine how to reach this objective by the use of current records systems or by the development of a new records system. In either case, the committee will establish a database which can be accessed by either department. This database will constitute the official database to be used for purposes of payment calculation and for use by aforementioned mediators in the event of dispute or disagreement.

B. The committee shall meet no less than monthly to reconcile the data for each month.

Section 8. Payment for Services

The reimbursement of one entity to the other shall be based upon an average of four models later described. All calculations are based on the following agreed upon methodology through which the costs of operating Fire and First Response EMS (non-transport) for each entity are determined.

A. ACFR BUDGETARY AND EXPENSE REPORTING

The Fire Services budget of Alachua County Fire Rescue shall allocate to the urban area fire stations numbers 12, 16, and 19 costs from the following budgetary categories in the stated proportions.

Cost Category	Allocations by Station *		
		No. 16	No. 19
Administrative Costs	17%	40%	17%
Common Costs**	17%	40%	17%
Communications	17%	40%	17%
Capital Outlay	17%	40%	17%
Indirect Costs	17%	40%	17%

* As additional urban area stations are opened, the allocation shall be adjusted accordingly.

** Common Costs shall be allocated assuming 50% of the costs are related to urban activities and 50% to rural activities. All other cost categories shall attribute 74% of the total cost to the urban area stations. All allocations shall be reevaluated upon the opening of additional urban stations.

Communications - services are provided by the Alachua County Sheriff's Office and related costs are included in the Sheriff's budget. The amount reported represents a pro-rate share of the total communications cost allocated to these specific stations. Because the number of fire calls and first response EMS calls in relation to total calls dispatched is not known, an allocation percentage of 20% was used for purposes of this analysis. Accordingly, 20% of the overall communications costs are allocated to Fire Rescue Services with a pro-rate share of this amount allocated to each of the stations serving the urban area.

OVERALL ACFR BUDGET REPORTING

The County shall separate the budget and expenses for Ambulance Transport Operations from the budget and expenses for Fire Operations for the purposes of calculated the cost of providing Fire and first response EMS services. The cost of Fire Operations shall be reported for personal

200 services, operating expenses and indirect costs. Capital Outlay and Debt Service shall be
201 identified but they shall be excluded from the reimbursement calculation.
202

203 **B. GFR BUDGETARY AND EXPENSE REPORTING**

204 Capital Outlay and Debt Service shall be identified but they shall be excluded from the
205 reimbursement calculation. The City shall specify the budget and expenses for the Airport Fire
206 Station which shall be excluded from the reimbursement calculation.
207

208 **C. REIMBURSEMENT CALCULATION**

209 The amount to be reimbursed by each entity to the other shall be calculated by applying the
210 following four models and averaging the results.
211

212 **MODELS:**

213 **A) Average System Response Cost**

214
215 Total Cost (ACFR + GFR) ÷ Total Responses (GFR + ACFR) = Average Cost per Response
216 (ACPR)

- 217 1) City Calls into County X ACPR = (A1) \$ owed to City by County
218 2) County Calls into City X ACPR = (A2) \$ owed to County by City
219

220 **A1 - A2 = Net Exchange Value (NEV)**
221

222 **B) Lower Unit Response Cost**

223
224 GFR Total Cost ÷ GFR Total Responses = GFR Average Response Cost
225 ACFR Total Cost ÷ ACFR Total Responses = ACFR Average Response Cost
226

227 (The lower of the above = Lower Cost Per Response (LCPR))

- 228 1) LCPR X GFR calls into County = (B1) \$ owed to City by County
229 2) LCPR X ACFR calls into City = (B2) \$ owed to County by City
230

231 **B1 - B2 = NEV**
232

233 **C) Proportional Use Based on Agency Response Loads**

- 234
235 1) (GFR calls into County ÷ Total GFR Calls) X GFR Total Cost = (C1) \$ owed to City by
236 County
237 2) (ACFR calls into City ÷ Total ACFR Calls) X ACFR Total Cost = (C2) \$ owed to County by
238 City
239

240 **C1 - C2 = NEV**
241

242 **D) Proportional Use Based on Inter-jurisdictional Response Loads**

- 243 1a) Total ACFR Calls - ACFR calls into City + GFR calls into County = County Load
244 b) GFR calls into County ÷ County Load = % of County Load provided by GFR
245 c) % of County Load provided by GFR X ACFR Total Cost = (D1) \$ owed to City by County
246

- 247 2a) Total GFR Calls - GFR calls into City + ACFR calls into City = City Load
248 b) ACFR calls into City ÷ City Load = % of City Load provided by ACFR
249 c) % of City Load provided by ACFR X GFR Total Cost = (D2) \$ owed to County by City
250

251 **D1 - D2 = NEV**
252

EXHIBIT "B"

Section 9. Method of Payment

For Fiscal Year 96-97, the first year of this agreement, the transfer estimate used shall be an average of the four models as calculated by the consulting firm Analytica and presented in their final report dated May 27, 1996. Therefore, the estimated transfer amount for FY 1997 is \$497,968 owed by the County to the City utilizing the calculation methodology set forth in this agreement. This shall be paid in equal monthly installments of \$41,497.33 from October through September, 1997. An adjustment for actual expenditure and response experience during FY 96-97 shall occur during FY 97-98 as described below. Actual expenditures for the County's Fire Rescue Operations will be calculated on a proportional basis of 74% for urban activities and 26% for rural activities, and as additional stations are opened, the allocation shall be adjusted accordingly.

The methodology as set forth below is intended to assure the most equitable transfer of funds for services received. The calculations as proposed by the Consultant's study are based upon audited financial data and agreed upon response data. In order to utilize expense data from the same year as the response data, a six month lag from the fiscal year end is necessary to receive the required audited financial data and perform the calculations to the satisfaction of both entities. The transfer estimates for FY 1998 and beyond shall be calculated as follows:

Fiscal Year	Transfer Projections	Adjustment	Transfer Correction Lag
96-97	Annual and Monthly transfer amount calculation based upon FY 94-95 response data and actual expenditures.	Not Applicable. (The fee paid by Alachua County during FY 95-96 was specified in a preceding interlocal agreement.)	Not Applicable
97-98	Annual and Monthly transfer amount calculation based upon FY 95-96 response data and actual expenditures.	By 3/31/98 recalculate and adjust monthly transfer based upon FY 96-97 data and actual expenditures. Final 6 months of FY 97-98 billings shall be adjusted accordingly. This adjustment corrects for any inaccuracies in FY 96-97 transfer.	6 months from FYE
	Etcetera		

Should termination of the contract occur in accordance with this agreement the necessary adjustment shall be calculated once final response data and actual expenditure data becomes available. Any calculated difference shall be billed by the owed party prior to April 10 and paid by the owing party by April 30 of the year following termination of this agreement.

Example:

Should termination of the contract occur on 10/1/97 there would still be a true-up needed for actual response and expenditure experience for FY 96-97 vs. what was paid based upon projections. By 3/31/98 the amount that should have been transferred during FY 96-97 shall be calculated using FY 96-97 actual response data and expenditures. Any remaining differences shall be billed by the owed party by 4/10/98 and paid by the owing party by 4/30/98.

Termination of this agreement does not forgive the owing entity of its obligation to pay the amount determined to be owed utilizing the calculation methodology as set forth in this agreement for the period prior to the termination.

This scenario shall be followed subsequent to termination of this contract during any future year with the necessary adjustments made to the dates of the data utilized for the calculation.

For their individual budget planning purposes, each entity (City and County) shall individually utilize any method they choose to project the amount that will be transferred under this agreement based upon any changes to the automatic aid areas, service levels, and/or funding changes. Regardless of what transfer amount is projected in the budget, the owing entity shall be liable for the full amount due as calculated

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utilizing the methodology set forth in this agreement and the owed entity shall be due only that amount as calculated utilizing the methodology set forth in this agreement.

Section 10. Amendments

Fire Services
Designated Assistance Agreement Reimbursement Valuation History

Months Billed For:	Oct 01 - Sept 02	Oct 00 - Sept 01	Oct 99 - Sept 00	Oct 98 - Sept 99	Oct 97 - Sept 98	Oct 96 - Sept 97	Initial Agreement
	<u>2001 Values</u>	<u>2000 Values</u>	<u>1999 Values</u>	<u>1998 Values</u>	<u>1997 Values</u>	<u>1995 Values</u>	
Total Cost - GFR:	\$10,386,573	\$10,631,418	\$9,665,054	\$9,651,359	\$8,558,992	\$8,052,538	
Urban Area Cost - ACFR:	\$4,782,139	\$4,318,865	\$3,621,515	\$3,589,101	\$3,264,597	\$2,737,148	
Total Combined Cost:	\$15,168,712	\$14,950,283	\$13,286,569	\$13,240,460	\$11,823,589	\$10,789,686	
Calls Based on Period of:	Oct 00 - Sept 01	Oct 99 - Sept 00	Oct 98 - Sept 99	Oct 97 - Sept 98	Oct 96 - Sept 97	Oct 94 - Sept 95	
GFR-City Calls:	14,370	17,036	17,771	17,737	16,577	17,924	
GFR-County Calls:	2,594	2,312	2,142	2,125	2,713	2,951	
Total GFR Calls:	16,964	19,348	19,913	19,862	19,290	20,875	
ACFR-City Calls:	1,292	1,357	1,180	983	1,347	1,546	
ACFR-County Calls:	8,086	7,667	7,901	7,401	5,679	4,706	
Total ACFR Calls:	9,378	9,024	9,081	8,384	7,026	6,252	
Total Combined Calls:	26,342	28,372	28,994	28,246	26,316	27,127	

Reimbursement Calculation Summary - Due to City/(Due to County)

Average System Response Cost NEV:	\$749,744	\$503,228	\$440,837	\$535,324	\$613,730	\$558,839
Lower Unit Response Cost NEV:	\$663,929	\$457,063	\$383,646	\$488,879	\$606,094	\$541,979
Proportional Use (Agcy Resp Loads) NEV:	\$929,128	\$620,897	\$569,525	\$612,053	\$577,571	\$461,732
Proportional Use (Inter-jurisd Resp Loads) NEV:	\$304,689	\$216,082	\$170,336	\$294,032	\$411,808	\$415,525
Average Reimbursement Amount:	\$661,873	\$449,318	\$391,086	\$482,572	\$552,301	\$497,968

Average System Response Cost

	Oct 01 - Sept 02	Oct 00 - Sept 01	Oct 99 - Sept 00	Oct 98 - Sept 99	Oct 97 - Sept 98
	<u>2001 Values</u>	<u>2000 Values</u>	<u>1999 Values</u>	<u>1998 Values</u>	<u>1997 Values</u>
Months Billed For:					
Total Cost	\$ 15,168,712.41	\$ 14,950,283.02	\$ 13,286,569.06	\$ 13,240,459.92	\$ 11,823,588.33
Total Responses	26,342	28,372	28,994	28,246	26,316
Average Cost per Response (ACPR)	575.84 \$	526.94	458.25	468.76	449.29
City Calls into County owed to City by County	2,594	2,312	2,142	2,125	2,713
	1,493,728.96 \$	1,218,285.28	981,571.50	996,115.00	1,218,923.77
County Calls into City owed to County by City	1,292	1,357	1,180	983	1,347
	743,985.28 \$	715,057.58	540,735.00	460,791.08	605,193.63
Net Exchange Value (NEV)	749,743.68 \$	503,227.70	440,836.50	535,323.92	613,730.14