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**FIRE SERVICES ASSISTANCE AGREEMENT
BETWEEN ALACHUA COUNTY AND CITY OF GAINESVILLE
FOR FIRE RESCUE SERVICES**

This Interlocal Agreement to provide fire protection services assistance between Alachua County and the City of Gainesville is hereby made and entered into this _____ day of _____, 2006, 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 Florida municipal corporation, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City and County entered to an agreement dated August 29, 1996, for the provision of fire protection services ("Designated Assistance Agreement"); and

WHEREAS, the City and County desire to repeal the original Designated Assistance Agreement and enter into a new agreement for the provision of fire services;

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

Section 1. Term of the Agreement. This agreement will commence on October 1, 2006 and remain in effect until terminated pursuant to Section 9, herein

Section 2. Definitions. For purpose of this Agreement, the terms listed below shall have the following meanings:

- A. Automatic Aid - Automatic aid is assistance dispatched automatically by contractual agreement between two communities or fire districts
- B. Fire Rescue services - Assignment and response of fire apparatus to all types of emergencies including fire, rescue, emergency medical, hazardous materials, extrication, natural and accidental disasters
- C. Cost of Fire Protection Operations:
- a. Personal Services - Salaries, overtime and benefits
 - b. Operating Expenses - Day to day costs incurred (goods delivered or services rendered) in the provision of fire protection services to our citizens. Costs will include professional services, utilities, travel/training, supplies and equipment and vehicle replacement funding. Cost allocation may be necessary where material amounts of expenditures cross function-activity lines. Excludes contracted fire service with other municipalities.
 - c. Operating Capital Outlay (less than \$25,000)
 - d. Indirect Costs - costs that CANNOT be directly attributed to a particular cost objective or service in accordance to the Cost Allocation Plan.

- 1 D. Map Reference Area – Defined geographical area used to determine response orders of an
- 2 apparatus.
- 3 E. Fire Apparatus - Aerial, Engine, Brush and/or Tanker, Squad, Truck

4

5 **Section 3. Response and Response Area.**

6

- 7 A. The map of the Urban Reserve Area as adopted by the Alachua County Board of County
- 8 Commissioners on January 10, 2006, with noted modifications, is included as Attachment
- 9 I and will be used for purposes of determining jurisdictional boundaries for this
- 10 agreement. Response to incidents in the modified Urban Services Area will be through a
- 11 unified system which does not consider the political jurisdiction in which the incident
- 12 occurs. The County and City agree to provide automatic aid to each other through the
- 13 response of the closest available unit.
- 14 B. All map reference areas (MRA) within the boundaries of Attachment I shall be assigned
- 15 to provide for the closest station to the response locations (as determined by shortest road
- 16 mileage) as the first responder. All property and facilities that are a part of and located on
- 17 the University of Florida Property within the City of Gainesville are exempt from the
- 18 closest unit response. The City of Gainesville reserves the right to identify all response
- 19 orders on the University of Florida Campus within the City of Gainesville.
- 20 C. Any changes in the MRA shall be agreed upon, in writing, by the County Manager and
- 21 City Manager or their designees prior to the change designation in dispatch protocol.
- 22 D. Changes in major road connectors or additional roadways may change the MRA and the
- 23 first responder order. These changes may result in a change in the response order to
- 24 reflect actual closest unit response. Any changes in the MRA as a result of changes in
- 25 roadways will be agreed on, in writing, by the County Manager and City Manager or
- 26 their designees prior to the change designation in dispatch protocol.
- 27 E. The resource requirement of various categories/types of Fire Rescue services will be
- 28 determined by mutual agreement of the Chief Officers from the City and County Fire
- 29 Rescue Departments. Each agency reserves the right to provide non-emergency services
- 30 that are not subject to the closest unit provision identified above

31

32 **Section 4. Fire Stations.**

33

34 A. Fire stations, apparatus and minimum staffing complements covered by this

35 agreement are listed in Attachment II

36

37 B. Future station locations will follow the Fire/EMS Services Master Plan (FSMP)

38 dated October 2004 and adopted by the Alachua County Board of County Commissioners on

39 February 2, 2006 and will be incorporated into this agreement by amendment as provided herein.

40

41 **Section 5. Method of Payment.** The cost of fire protection services shall be reported

42 for personal services, operating expenses, operating capital and indirect costs. Debt Service shall

43 be identified but not included in the reimbursement calculation.

44

1 A Effective October 1, 2006, the determination of payments due for fire services
2 assistance shall be calculated monthly and shall be based on actual call load data from the prior
3 month.

4
5 B Monthly reimbursement calculations shall be based on a combined average cost
6 per response as follows:

7
8 a Alachua County Fire Rescue (ACFR) and Gainesville Fire Rescue (GFR)
9 current year budget for fire protection operations, as defined herein, divided by total ACFR and
10 GFR prior year number of fire service units [ACFR Costs+ GFR Costs/ACFR Response+ GFR
11 Responses]

12
13 b This will determine the average cost per response to be applied to the each
14 month's reimbursement calculation.

15
16 c The average cost per response shall then be applied to the difference in
17 actual responses and invoiced to the appropriated jurisdiction [(ACFR calls into City – GFR
18 call into County)* Average Cost per Response = Monthly Payment Due]

19
20 d Payments will be made on a monthly basis in accordance with the
21 provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") using
22 the actual responses for the month multiplied by the prior fiscal years average cost per response.

23
24 C Fire Stations relocation, currently constructed or funded for construction (see
25 attachment II) in agreement with the FSMP will be included in the reimbursement calculation.
26 Future construction of fire stations not built in conjunction with the FSMP will not be considered
27 in the reimbursement formula unless agreed upon by both agencies.

28
29 D County Office of Management and Budget (OMB) will coordinate with the City
30 Budget and Finance Department on a monthly basis to verify call load data, as approved by the
31 respective Fire Rescue Departments, and prepare a reimbursement reconciliation to be used for
32 monthly invoicing

33
34 E Annual reconciliation calculation will be performed not later than December 31 of
35 each year using audited financial information for both jurisdictions to calculate the actual cost
36 per response for the prior fiscal year and apply the cost to the actual number of responses for the
37 prior fiscal year. The difference between the prior fiscal years average cost per response and the
38 current fiscal year to date actual cost per response will be multiplied by the difference in the
39 respective jurisdictions response to calls in the others jurisdiction to determine the
40 reconciliation payment due. Payments due for the difference in the prior years actual versus
41 estimated cost per response shall be made to the appropriate jurisdiction no later than January
42 15th of the current fiscal year.

43
44 F By November 30, 2006, a one-time reconciliation calculation shall be performed
45 and payment to the appropriate jurisdiction shall be made based on actual call load data from

1 fiscal year 2006. Payments due by the City or County shall be made to the appropriate
2 jurisdiction within 30 days of the reconciliation as agreed upon by both agencies.

3
4 **Section 6. Amendments.** Amendments to this Agreement may be made by either party
5 and shall be executed by mutual written agreement

6
7 **Section 7. Attachments.** All attachments to this agreement are incorporated into and
8 made part of this Agreement

9
10 **Section 8. Entire Agreement.** This Agreement constitutes the entire agreement and
11 supersedes all prior written or oral agreements, understandings, or representations

12
13 **Section 9. Effective Date, Duration, Termination.** This Agreement shall be effective
14 on October 1, 2006, and remain in effect until terminated as follows:

15
16 A. If either party fails to fulfill its obligations under this agreement in a timely and
17 satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations
18 under this agreement, then the other party shall give a written notice to the party in default
19 starting the failure or breach, and providing a reasonable time period for correction of same. In
20 the event the correction is not made in the allotted time, the other party shall have the right to
21 terminate this agreement after giving written notice of intent to terminate at least thirty (30) days
22 prior to the termination date.

23
24 B. If agreement upon an alternative delivery system is reached, a transition plan will
25 be adopted by mutual consent of the parties including a specific date upon which the alternative
26 system shall commence and this agreement shall be terminated.

27
28 C. This agreement will commence on October 1, 2006 and remain in effect until
29 affirmatively terminated by either or both parties to the agreement. Except as provided for in Section
30 9 (A) and (B) termination of the agreement requires a three hundred and sixty-five (365) day notice
31 in writing to the other party.

32
33 **Section 10. Liability.** Each party shall be solely responsible for the negligent acts or
34 omissions of its employees and agents which in any way relate to or arise out of this Agreement
35 Nothing contained herein shall be construed as consent to be sued by third parties in any matter
36 arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or
37 the provisions of 768 28, Florida Statutes

38
39 **Section 11. Non Waiver.** Failure of either party to exercise any right in this Agreement
40 shall not be considered a waiver of such right.

41
42 **Section 12. Notice.** Except as otherwise provided in this Agreement any notice of
43 default or termination from either party must be in writing and sent certified mail, return receipt
44 requested or by personal delivery with receipt to the following County and City representatives:

45
46 Randall H. Reid
47 County Manager

Russ Blackburn
City Manager

1 P.O. Box 2877
2 Gainesville, FL 32602

City Hall, Station 6
P.O. Box 490
Gainesville, FL 32602

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9 A copy of any notice, request or approval must also be sent to:

10 J.K. "Buddy" Irby
11 Clerk of the Court
12 P.O. Box 939
13 Gainesville, FL 32602
14 ATTN: Finance and Accounting
15

Kurt M. Lannon
Clerk of Commission
P.O. Box 490, Station 18
Gainesville, FL 32602

16 **Section 13. Severability.** If any provision of this Agreement is declared void by a court
17 of law, all other provision will remain in full force and effect.
18

19 **Section 14. Third Party Beneficiaries.** This Agreement does not create any
20 relationship with, or any rights in favor of any third party.
21

22 **Section 15. Governing Law and Venue.** This Agreement is governed by the laws of
23 the State of Florida. Venue shall be in Alachua County, Florida.
24

25 **Section 16. Rescission of Designated Assistance Agreement.** The Designated
26 Assistance Agreement, dated August 29, 1996, as amended, is hereby rescinded effective
27 October 1, 2006
28

29 **Section 17. Recording.** Upon execution of this Agreement by both parties, the County
30 will record this Agreement in the Public Records of Alachua County.
31

32 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the
33 uses and purposes therein expressed on the day and year first above written.
34

35 ALACHUA COUNTY, FLORIDA

36
37
38 By: _____
39 Lee Pinkoson, Chair
40 Board of County Commissioners

41 ATTEST

42
43 _____
44 J.K. "Buddy" Irby, Clerk
45

APPROVED AS TO FORM

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(SEAL)

David W. Wagner,
County Attorney

CITY OF GAINESVILLE

By: _____
Pegeen Hanrahan, Mayor

ATTEST

Kurt Lannon, Clerk

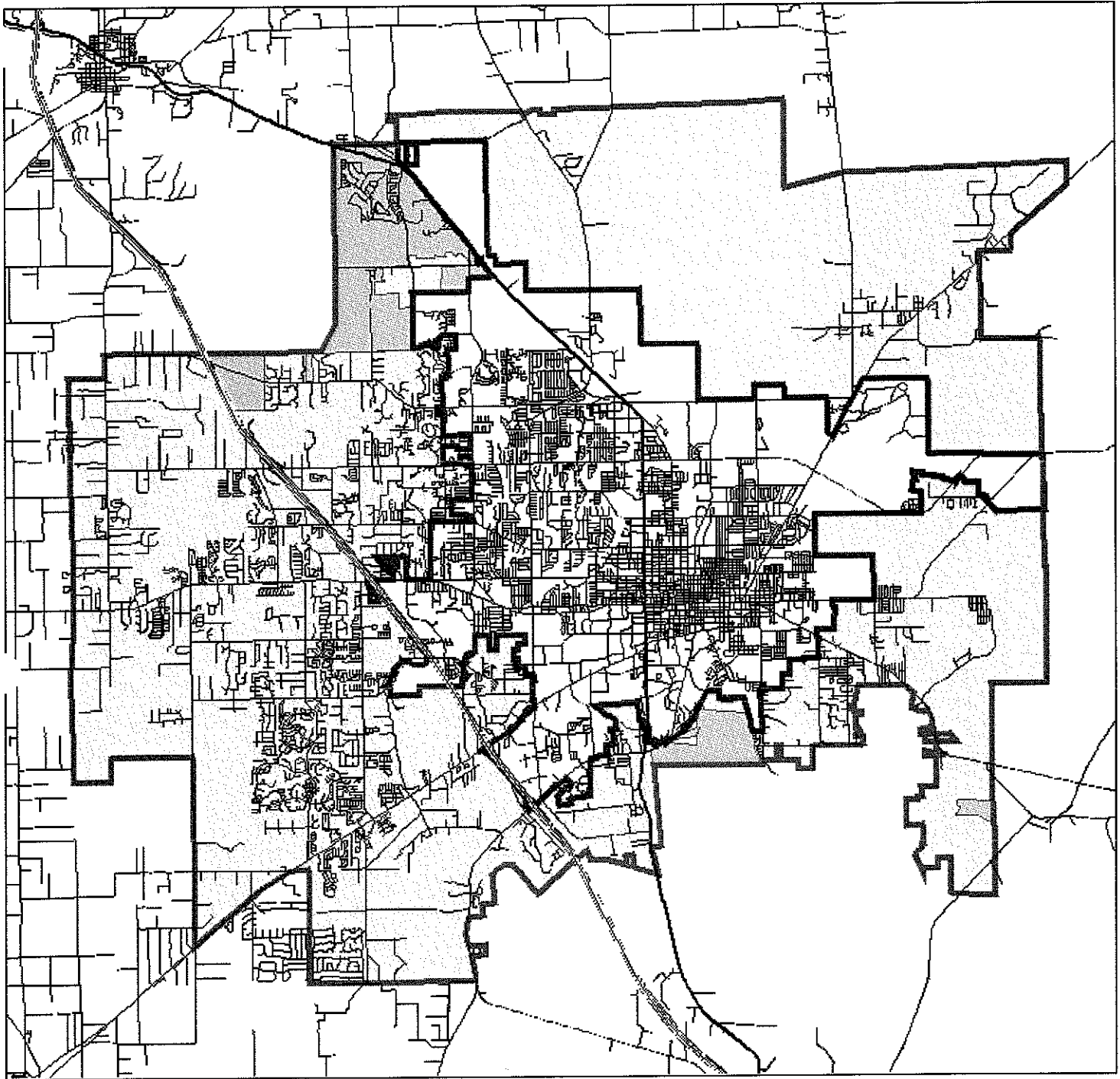
APPROVED AS TO FORM

(SEAL)

Marion Radson
Gainesville City Attorney

EEH/AGREEMENTS\GAINESVILLE\FireServicesAssistance





FIRE SERVICE AGREEMENT BOUNDARIES



0 0.5 1 2 3 4 Miles

DISCLAIMER: The quality of the data is dependent upon the various sources from which each data layer is obtained. Alachua County Fire Rescue Department provides this information AS IS without warranty of any kind, implied, or expressed.

Legend

-  Fire Service Area
-  Fire Service Inclusion
-  Urban Reserve
-  City of Gainesville

Prepared by: Fay Walker

Date: August 8, 2006

ATTACHMENT II
Fire stations, Apparatus/Companies and Staffing
(Effective 10/01/2006)

Station	Address	Units	Staffing
CITY			
Station 1	427 S. Main St.	Engine 1 Tower 1 Squad 1	3 Personnel 4 Personnel 2 Personnel
Station 2	2210 SW Archer Road	Engine 2 Tower 2 Haz-Mat 2	3 Personnel 4 Personnel 0 Personnel
Station 3	900 NE Waldo Road	Engine 3	3 Personnel
Station 4	10 SW 36 th Street	Engine 4	3 Personnel
Station 5	1244 NW 30 th Ave	Quint 5	4 Personnel
Station 7	5601 NW 43 rd Street	Engine 7	3 Personnel
Station 8	Planned opening in FY08, vicinity of NW 39 th Ave and NW 34 th St	Quint	4 Personnel
COUNTY			
Station 12	1320 SE 43 Street	Engine 12 Tanker 12 Brush 12	3 Personnel
Station 15	7000 SW 88 th Street	Engine 15 Tanker 15 Brush 15	3 Personnel
Station 16	1600 Ft Clarke Blvd	Quint 16 Squad 16	3 Personnel 3 Personnel
Station 17	401 NW 143 rd Street (Relocation to Jonesville Park)	Engine 17 Tanker 17 Brush 17	3 Personnel
Station 19	2000 SW 43 rd Street	Engine 19	3 Personnel
Station 21	15040 NW Highway 441	Engine 21 Brush 21 Haz-Mat 21	3 Personnel