

1 **FIRE SERVICES ASSISTANCE AGREEMENT**
 2 **BETWEEN ALACHUA COUNTY AND CITY OF GAINESVILLE**
 3 **FOR FIRE RESCUE SERVICES**
 4

5 This Interlocal Agreement to provide fire protection services assistance between Alachua
 6 County and the City of Gainesville is hereby made and entered into this 10th day of
 7 October, 2006, by and between Alachua County, a charter county and political
 8 subdivision of the State of Florida, by and through its Board of County Commissioners,
 9 hereinafter referred to as the "County", and the City of Gainesville, a Florida municipal
 10 corporation, hereinafter referred to as the "City".
 11

12 WITNESSETH:
 13

14 WHEREAS, the City and County entered to an agreement dated August 29, 1996, for the
 15 provision of fire protection services ("Designated Assistance Agreement"); and
 16

17 ~~WHEREAS, the City and County desire to repeal the original Designated Assistance~~
 18 ~~Agreement and enter into a new agreement for the provision of fire services;~~
 19

20 NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual
 21 covenants and promises hereinafter set forth, the parties do hereby agree to enter into an
 22 interlocal agreement which will be recorded in the public records of Alachua County as follows:
 23

24 **Section 1. Term of the Agreement.** This agreement will commence on October 1, 2006 and
 25 remain in effect until terminated pursuant to Section 9, herein.
 26

27 **Section 2. Definitions.** For purpose of this Agreement, the terms listed below shall have the
 28 following meanings:
 29

- 30 A. Automatic Aid - Automatic aid is assistance dispatched automatically by contractual
 31 agreement between two communities or fire districts
 32 B. Fire Rescue services - Assignment and response of fire apparatus to all types of emergencies
 33 including fire, rescue, emergency medical, hazardous materials, extrication, natural and
 34 accidental disasters
 35 C. Cost of Fire Protection Operations:
 36 a. Personal Services - Salaries, overtime and benefits
 37 b. Operating Expenses - Day to day costs incurred (goods delivered or services
 38 rendered) in the provision of fire protection services to our citizens. Costs will
 39 include professional services, utilities, travel/training, supplies and equipment and
 40 vehicle replacement funding. Cost allocation may be necessary where material
 41 amounts of expenditures cross function-activity lines. Excludes contracted fire
 42 service with other municipalities.
 43 c. Operating Capital Outlay (less than \$25,000)
 44 d. Indirect Costs - costs that CANNOT be directly attributed to a particular cost
 45 objective or service in accordance to the Cost Allocation Plan.
 46 D. Map Reference Area - Defined geographical area used to determine response orders of an
 47 apparatus.
 48 E. Fire Apparatus - Aerial, Engine, Brush and/or Tanker, Squad, Truck
 49

1 **Section 3. Response and Response Area.**

- 2
- 3 A. The map of the Urban Reserve Area as adopted by the Alachua County Board of County
4 Commissioners on January 10, 2006, with noted modifications, is included as Attachment
5 I and will be used for purposes of determining jurisdictional boundaries for this
6 agreement. Response to incidents in the modified Urban Services Area will be through a
7 unified system which does not consider the political jurisdiction in which the incident
8 occurs. The County and City agree to provide automatic aid to each other through the
9 response of the closest available unit with the exclusion of the property identified as
10 University of Florida Main Campus as outlined in Attachment I.
- 11 B. All map reference areas (MRA) within the boundaries of Attachment I shall be assigned
12 to provide for the closest station to the response locations (as determined by shortest road
13 mileage) as the first responder.
- 14 C. Any changes in the MRA shall be agreed upon, in writing, by the County Manager and
15 City Manager or their designees prior to the change designation in dispatch protocol.
- 16 D. Changes in major road connectors or additional roadways may change the MRA and the
17 first responder order. These changes may result in a change in the response order to
18 reflect actual closest unit response. Any changes in the MRA as a result of changes in
19 roadways will be agreed on, in writing, by the County Manager and City Manager or
20 their designees prior to the change designation in dispatch protocol.
- 21 E. The resource requirement of various categories/types of Fire Rescue services will be
22 determined by mutual agreement of the Chief Officers from the City and County Fire
23 Rescue Departments. Each agency reserves the right to provide non-emergency services
24 that are not subject to the closest unit provision identified above.
- 25

26 **Section 4. Fire Stations.**

- 27
- 28 A. Fire stations, apparatus and minimum staffing complements covered by this
29 agreement are listed in Attachment II.
- 30
- 31 B. Future station locations will follow the Fire/EMS Services Master Plan (FSMP)
32 dated October 2004 and adopted by the Alachua County Board of County Commissioners on
33 February 2, 2006 and will be incorporated into this agreement by amendment as provided herein.
- 34

35 **Section 5. Method of Payment.** The cost of fire protection services shall be reported
36 for personal services, operating expenses, operating capital and indirect costs. Debt Service shall
37 be identified but not included in the reimbursement calculation.

38

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

42

43 B. Monthly reimbursement calculations shall be based on a combined average cost
44 per response as follows:

45

46 a. Alachua County Fire Rescue (ACFR) and Gainesville Fire Rescue (GFR)
47 current year budget for fire protection operations, as defined herein, divided by total ACFR and
48 GFR prior year number of fire service responses. [ACFR Costs+ GFR Costs/ACFR Response+
49 GFR Responses]

1
2 b. This will determine the average cost per response to be applied to the each
3 month's reimbursement calculation.

4
5 c. The average cost per response shall then be applied to the difference in
6 actual responses and invoiced to the appropriated jurisdiction. [(ACFR calls into City – GFR
7 call into County)*Average Cost per Response = Monthly Payment Due]

8
9 d. Payments will be made on a monthly basis in accordance with the
10 provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") using
11 the actual responses for the month multiplied by the prior fiscal years average cost per response.

12
13 C. Fire Stations relocation, currently constructed or funded for construction (see
14 attachment II) in agreement with the FSMP will be included in the reimbursement calculation.
15 Future construction of fire stations not built in conjunction with the FSMP will not be considered
16 in the reimbursement formula unless agreed upon by both agencies.

17
18 D. County Office of Management and Budget (OMB) will coordinate with the City
19 Budget and Finance Department on a monthly basis to verify call load data, as approved by the
20 respective Fire Rescue Departments, and prepare a reimbursement reconciliation to be used for
21 monthly invoicing.

22
23 E. Annual reconciliation calculation will be performed not later than December 31 of
24 each year using audited financial information for both jurisdictions to calculate the actual cost
25 per response for the prior fiscal year and apply the cost to the actual number of responses for the
26 prior fiscal year. The difference between the prior fiscal years average cost per response and the
27 current fiscal year to date actual cost per response will be multiplied by the difference in the
28 respective jurisdictions response to calls in the others jurisdiction to determine the
29 reconciliation payment due. Payments due for the difference in the prior years actual versus
30 estimated cost per response shall be made to the appropriate jurisdiction no later than January
31 15th of the current fiscal year.

32
33 F. By November 30, 2006, a one-time reconciliation calculation shall be performed
34 and payment to the appropriate jurisdiction shall be made based on actual call load data from
35 fiscal year 2006. Payments due by the City or County shall be made to the appropriate
36 jurisdiction within 30 days of the reconciliation as agreed upon by both agencies.

37
38 **Section 6. Amendments.** Amendments to this Agreement may be made by either party
39 and shall be executed by mutual written agreement.

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

42
43 **Section 8. Entire Agreement.** This Agreement constitutes the entire agreement and
44 supersedes all prior written or oral agreements, understandings, or representations.

45
46 **Section 9. Effective Date, Duration, Termination.** This Agreement shall be effective
47 on October 1, 2006, and remain in effect until terminated as follows:
48

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

8
9 B. If agreement upon an alternative delivery system is reached, a transition plan will
10 be adopted by mutual consent of the parties including a specific date upon which the alternative
11 system shall commence and this agreement shall be terminated.

12
13 C. This agreement will commence on October 1, 2006 and remain in effect until
14 affirmatively terminated by either or both parties to the agreement. Except as provided for in Section
15 9 (A) and (B) termination of the agreement requires a three hundred and sixty-five (365) day notice
16 in writing to the other party.

17
18 **Section 10. Liability.** Each party shall be solely responsible for the negligent acts or
19 omissions of its employees and agents which in any way relate to or arise out of this Agreement.
20 Nothing contained herein shall be construed as consent to be sued by third parties in any matter
21 arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or
22 the provisions of 768.28, Florida Statutes.

23
24 **Section 11. Non Waiver.** Failure of either party to exercise any right in this Agreement
25 shall not be considered a waiver of such right.

26
27 **Section 12. Notice.** Except as otherwise provided in this Agreement any notice of
28 default or termination from either party must be in writing and sent certified mail, return receipt
29 requested or by personal delivery with receipt to the following County and City representatives:

31	Randall H. Reid	Russ Blackburn
32	County Manager	City Manager
33	P.O. Box 2877	City Hall, Station 6
34	Gainesville, FL 32602	P.O. Box 490
35		Gainesville, FL 32602

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

37	J.K. "Buddy" Irby	Kurt M. Lannon
38	Clerk of the Court	Clerk of Commission
39	P.O. Box 939	P.O. Box 490, Station 18
40	Gainesville, FL 32602	Gainesville, FL 32602
41	ATTN: Finance and Accounting	

42
43 **Section 13. Severability.** If any provision of this Agreement is declared void by a court
44 of law, all other provision will remain in full force and effect.

45
46 **Section 14. Third Party Beneficiaries.** This Agreement does not create any
47 relationship with, or any rights in favor of any third party.

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

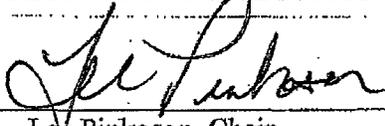
3
4 Section 16. **Rescission of Designated Assistance Agreement.** The Designated
5 Assistance Agreement, dated August 29, 1996, as amended, is hereby rescinded effective
6 October 1, 2006.

7
8 Section 17. **Recording.** Upon execution of this Agreement by both parties, the County
9 will record this Agreement in the Public Records of Alachua County.

10
11 Section 18, **Effective Date.** This Agreement is effective on October 1, 2006

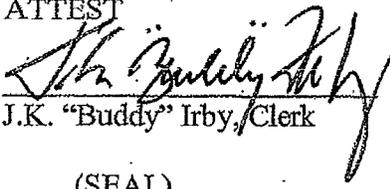
12
13 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the
14 uses and purposes therein expressed on the day and year first above written.

15
16 ALACHUA COUNTY, FLORIDA

17
18
19 By: 

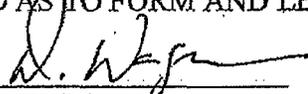
20 Lee Pinkoson, Chair
21 Board of County Commissioners

22 ATTEST

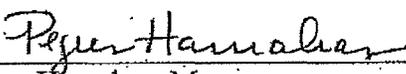
23
24 
25 J.K. "Buddy" Irby, Clerk

26
27 (SEAL)

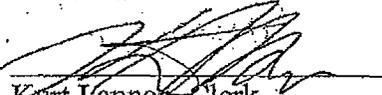
28 APPROVED AS TO FORM AND LEGALITY

29 
30 David W. Wagner,
31 County Attorney

32 CITY OF GAINESVILLE

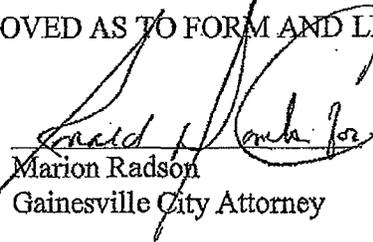
33
34
35 By: 
36 Pegeen Hanrahan, Mayor

37 ATTEST

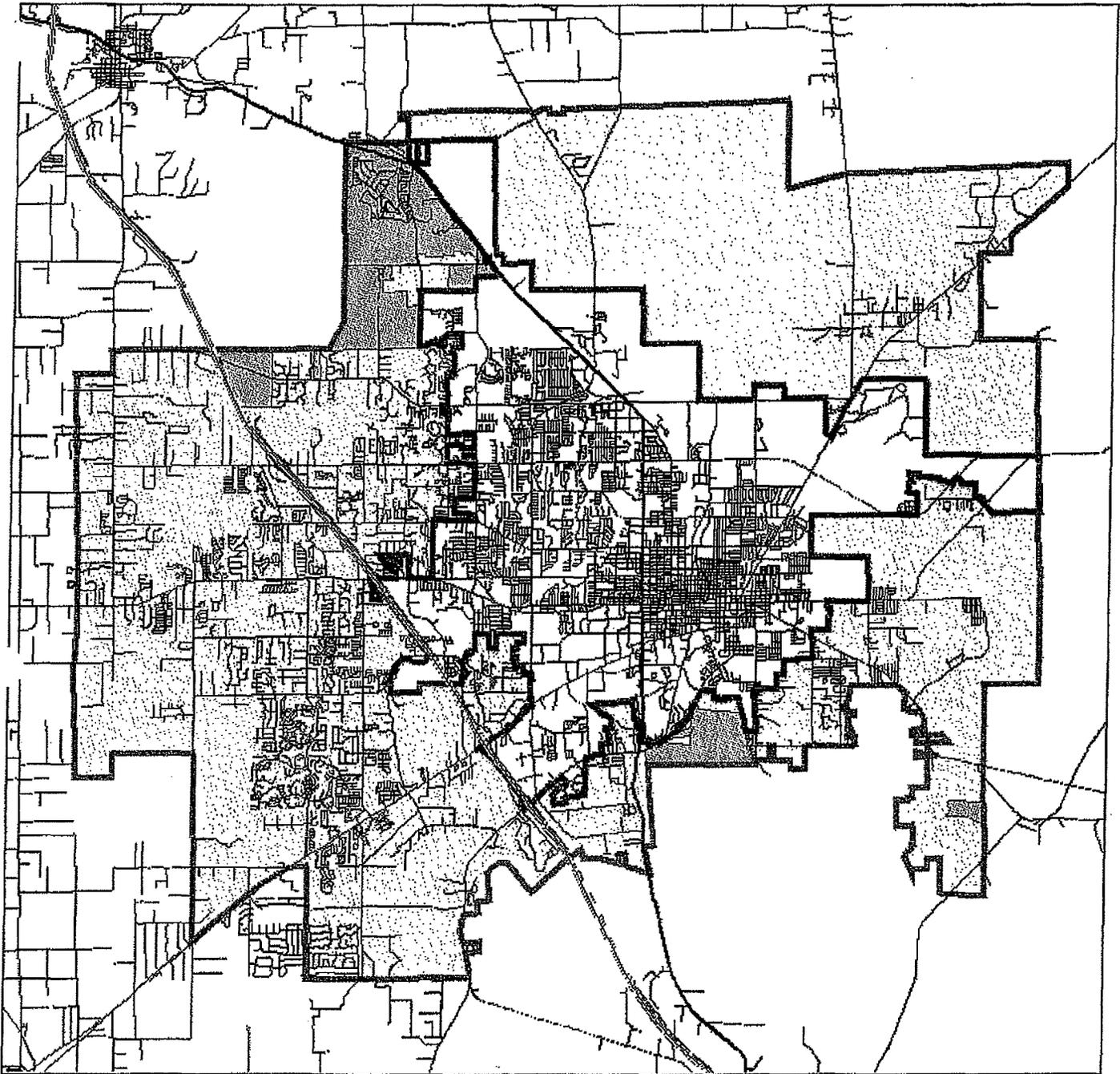
38
39 
40 Kurt Lannon, Clerk

41
42 (SEAL)

43 APPROVED AS TO FORM AND LEGALITY

44
45 
46 Marion Radson
47 Gainesville City Attorney

FIRE SERVICE AGREEMENT BOUNDARIES



0 0.5 1 2 3 4 Miles

Legend

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

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.

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