

1
2
3 **INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY**
4 **AND CITY OF GAINESVILLE REGARDING AUTOMATIC AID FOR**
5 **FIRE AND EMS SERVICES**

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

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

14
15 **WHEREAS**, the City and County share a common boundary and have for the last 30
16 years had an agreement on the cross jurisdiction provision of Fire and EMS services to the
17 residents in their respective jurisdictions, and

18
19 **WHEREAS**, the City and County in an effort to meet ever-changing demands for
20 service, has had variations of successful agreements relating to the provision of Fire and EMS
21 services, most recently the Automatic Aid Agreement signed in June of 2018, and

22
23 **WHEREAS**, the City and County wish to enter into a new agreement modifying the
24 terms of the prior agreement and the call types wherein each will automatically respond into the
25 jurisdiction of the other, and

26
27 **WHEREAS**, it is recognized by both the City and County that the provision of services
28 into the areas of the County which adjoin the boundaries of the City are of concern to both.

29
30 **NOW THEREFORE**, the City and the County agree as follows:

31
32 **Section 1. Automatic Aid Agreement.**

- 33
34 1) The City and the County will work with the Combined Communications
35 Center (CCC) to develop a method of automatic dispatch for the most
36 appropriate unit available to achieve optimal response times for those specific
37 types of Emergency Fire (EFD) and Emergency Medical Dispatches (EMD)
38 as identified in Attachment 1, which is attached hereto and incorporated by
39 reference. It is understood that the use of EFD and EMD is constantly under
40 evaluation and periodic modification. Therefore the City and County agree
41 that the call types, methods and protocol may be modified upon their
42 respective Fire Chiefs joint agreement in writing.
43 2) The City and County agree that each shall be compensated by the jurisdiction
44 receiving services under this agreement. It is agreed that an average cost for
45 each response shall be calculated by utilizing the previous fiscal years actual
46 expenditures divided by the total number of responses within the identified

automatic aid territory (Attachment 2).

- a. Actual expenditures shall be attributed to the provision of fire protection services inside the identified automatic aid territory:
 - i. Personal Services-Salaries, overtime and benefits.
 - ii. Operating Expenses- Day to day costs incurred (goods delivered or services rendered). 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.
 - iii. Operating Capital Outlay shall equal 1% of total allowable actual expenditures Indirect Costs-costs that CANNOT be directly attributed to a particular cost objective or service in according the Cost Allocations Plan.
 - b. The average cost per response to be used beginning on October 1, 2019 is \$869.92 per Attachment 2.
 - c. Staff will convene no later than March of each year to update the average cost per response.
 - i. The audited financial information for both jurisdictions divided by the actual number of responses for the prior fiscal year. For example March 2020 will use FY2018/19 actual expenditures and actual responses.
 - ii. The difference between the prior fiscal years average cost per response and the current fiscal year actual cost per response will be multiplied by the difference in the respective jurisdictions response to calls in the others jurisdiction to determine the reconciliation payment due (true-up calculation and payment). Payments due for the difference shall be made to the appropriate jurisdiction within 30 days of the reconciliation as agreed upon by both agencies.
 - d. Payments will be made on a monthly basis in accordance with the provisions for 218, Part VII Florida Statutes ("Local Government Prompt Payment Act")
- 3) The City and County agree to recognize all fire based units stationed within the Automatic Aid Agreement boundary map, which is Attachment 3 and incorporated by reference. These units are considered to be compensable units under this agreement with the exception of County Engine 80. It is agreed that Engine 80 shall not be compensated for any responses into the City as long as it is stationed within the City limits. Once it is relocated outside of the City limits, it shall then be considered to be a compensable unit.
 - 4) This agreement for the automatic dispatch of assets of the parties is not meant to supplant the need to provide sufficient fire services but does not preclude the ability of either jurisdiction to request mutual aid for incidents occurring outside the fire service agreement boundary or for units not assigned therein

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

- 5) The geographic boundary of this agreement is as set forth in Automatic Aid Agreement boundary map (Attachment 3), which is attached hereto and incorporated by reference.
- 6) The parties agree that this agreement will be effective October 1, 2019.

Section 2. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.

Section 3. Sovereign Immunity. Nothing in this Interlocal shall be interpreted as a waiver of any parties' sovereign immunity as granted under Section 768.28, Florida Statutes.

Section 4. Termination. This Agreement may be terminated by either party with written notice given at the address provided in Section 8. The notice must be received no later than March 1st of a given year, the agreement will remain in force until September 30th of that year.

Section 5. Filing of Agreement. The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Alachua County, as required by Sec. 163.01(11), Fla. Stat.

Section 6. Public Records. Each Party shall meet the requirements of Chapter 119, Fla. Stat., for retaining public records and transfer, at no cost, to any other requesting Party, copies of all public records regarding the subject of this Agreement which are in the possession of the Party. All records stored electronically shall be provided to the requesting Party in a format that is compatible with the information technology systems of the requesting Party.

Section 7. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Agreement, venue shall be in Alachua County, Florida.

Section 8. Notices. Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

County:
Alachua County, Florida
Attn: County Manager
12 SE 1st Street
Gainesville, FL 32601

City:
City of Gainesville
Attn: City Manager
200 E. University Ave., Suite 408
Gainesville, FL 32601

With copy to:

Clerk of the Court
Attn: Finance & Accounting

12 SE 1st Street, 3rd Floor
Gainesville, FL 32601

and

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

BY:

Charles Chestnut, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM

County Attorney

CITY OF GAINESVILLE

BY: _____
Lauren Poe, Mayor

APPROVED AS TO FORM AND LEGALITY

Date: _____

Nicolle Shalley
City Attorney

ATTEST:

Omichele D. Gainey
Clerk of the City Commission