

Grants & Contracts - Transmittal Memo

DATE: September 13, 2019

FROM: Procurement, Contracts

TO: Jacqueline Hines

CONTRACT #: 11372

VENDOR: City of Gainesville

DESCRIPTION: #11372 City of Gainesville ILA regarding automatic aid for fire and EMS Services

APPROVED BY: Board of County Commissioners

APPROVAL DATE: September 10, 2019

RECEIVED ON: September 13, 2019

TERM START: October 1, 2019

TERM END: September 30, 2020

AMOUNT: \$31,000.00

RFP/BID #: N/A

GMW: N/A

POR #
(ENCUMBERANCE): N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

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

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").

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

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

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

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

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.

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

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Section 1. Automatic Aid Agreement.

- 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

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.
 - iv. Indirect Costs-costs that CANNOT be directly attributed to a particular cost objective or service in accordance with 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 1th 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.

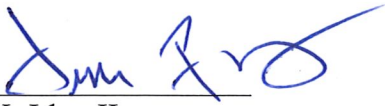
Section 14. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

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: 9/10/2019

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

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

ATTACHMENT #2

Calculation for Combined Average Cost per Response

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

Average Cost per Response	=	\$869.92
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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
001 - General Fund - 820 Fire				
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%)	-		-
BUDGET OFFICE PROVIDES				
	Plus: Indirect Costs	1,037,591.00		1,037,591.00
		19,955,065.27	(513,271.72)	19,441,793.55
CAPITAL IMPROVEMENT PLAN - FUNDS 300 SERIES				
	1% Capital Outlay			194,417.94
	Total Allowable			19,636,211.49

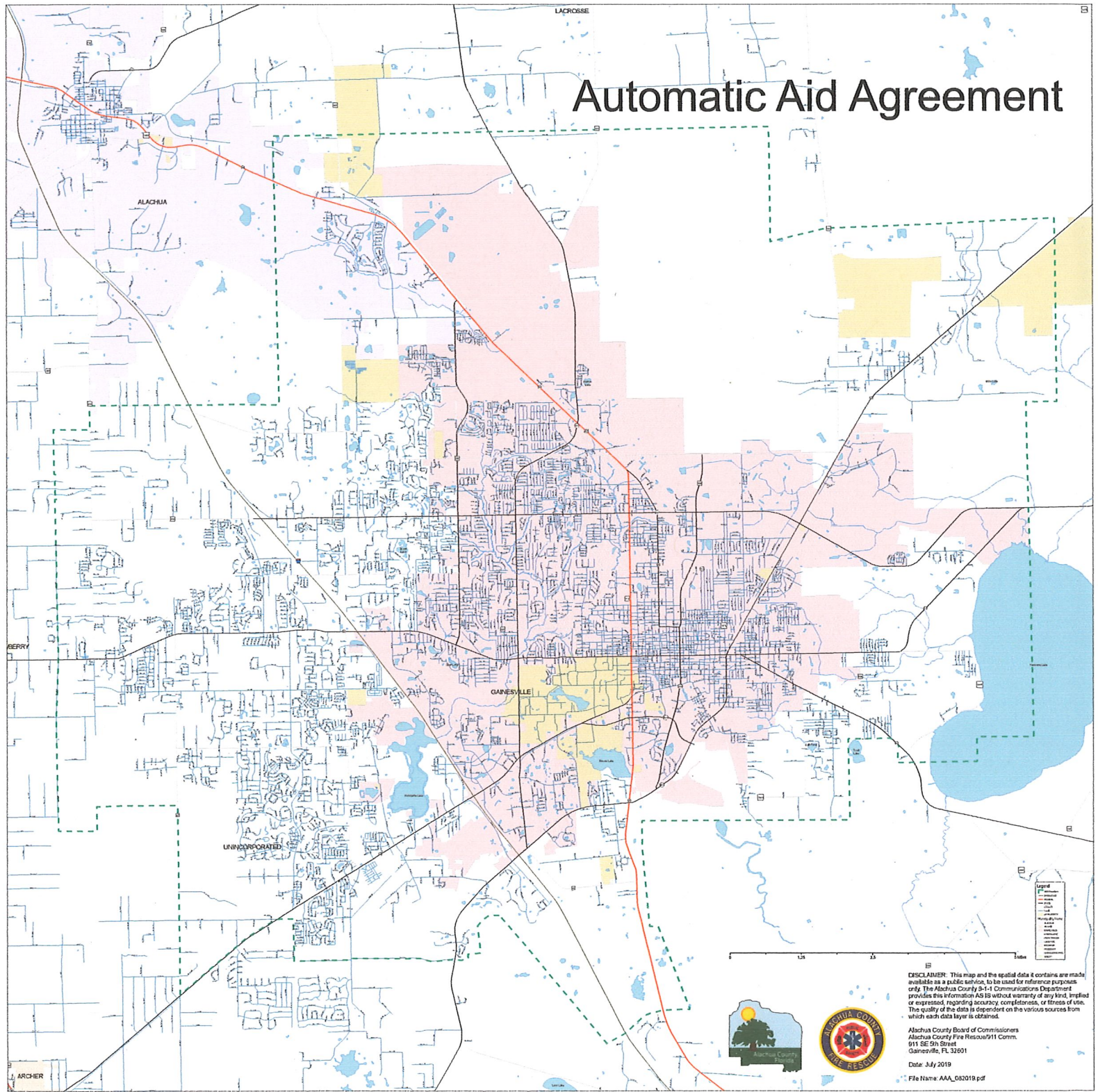
Alachua County - Fire Rescue

		FY18 ACFR Actual	Non Allowed	FY18 Actuals Revised
011-5480-522 Fire Protection Services / Fire Control				
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

		FY18 ACFR Actual	Non Allowed	FY18 Actuals Revised
011-5480-522 Fire Protection Services Total		16,110,056.49	(2,374,078.35)	13,735,978.14
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		(1,084,622.00)	(1,084,622.00)
	City of Hawthorne Station		(1,084,622.00)	(1,084,622.00)
	City of Waldo Station		(1,084,622.00)	(1,084,622.00)
Subtotal ACFR Actual Expenditures		16,525,797.49	(5,627,944.35)	10,897,853.14

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_02019.pdf



EZ Text Search

File ID: 19-0295 ID: Action Item: Status: Agenda Ready

In Control: File Created: 8/28/2019

Title: Interlocal Agreement between Alachua County and City of Gainesville regarding Automatic Aid for Fire and EMS Services

Agenda Date: 9/10/2019

Final Action:

Agenda Title/Recommendation: Attachments: Associations: Details: Approval Tracking (1)

Requester: Jacqueline Flores

Seq	Approver Name	Due Days	Action Type	Final Template	Status	Due Date	Action	Action Date	Expiration Date	Notes
01	Cheryl Ellis	2	Approver	Individual Review Request	Approved	9/2/2019	Approve	8/29/2019 12:37 ...		Yes
02	Harold Thomas	4	Approver	Individual Review Request	Approved	9/4/2019	Approve	8/29/2019 12:40 ...		No
03	Carl Smart	4	Approver	Individual Review Request	Approved	9/4/2019	Approve	8/29/2019 1:37 PM		No
04	Thomas Rouse	4	Approver	Individual Review Request	Approved	9/4/2019	Approve	8/29/2019 3:43 PM		Yes
05	Office of Management ...	4	Approver	Individual Review Request	Approved	9/4/2019	Approve	9/3/2019 11:24 AM		Yes
06	Diane Smith	2	Approver	Individual Review Request	Approved	9/4/2019	Approve	9/3/2019 12:39 PM		No
07	Bob Swain	99	Approver	Individual Review Request	Approved	1/20/2020	Approve	9/3/2019 1:08 PM		Yes
08	Thomas Rouse	2	Approver	Individual Review Request	Delegated		Delegated	9/3/2019 2:01 PM		No
09	Michelle Gaudry	2	Approver	Individual Review Request	Approved	9/3/2019	Approve	9/3/2019 2:34 PM		No
10	Sylvia Torres	99	Approver	Individual Review Request	Approved	1/20/2020	Approve	9/4/2019 1:47 PM		No
11	Rafael Yoho	99	Approver	Individual Review Request	Approved	1/21/2020	Approve	9/4/2019 1:51 PM		No

Agenda Item Name:

Interlocal Agreement between Alachua County and City of Gainesville regarding Automatic Aid for Fire and EMS Services

Presenter:

Harold Theus, Chief 352-384-3101

Description:

This agreement with the City of Gainesville is for cross jurisdiction provision of Fire and first response EMS services

Recommended Action:

Staff recommends approval of the Agreement between Alachua County and the City of Gainesville regarding Automatic Aid for Fire and EMS Services

Prior Board Motions:

At the December 6, 2018 Board meeting, staff was directed to meet with the Chief of the City of Gainesville about making the Interlocal Agreement between Alachua County and City of Gainesville Regarding Automatic Aid For Fire and EMS Services a long term agreement and to bring it back to the Board within 60 days.

Fiscal Consideration:

The agreement is budgeted in account 011.54.5480.522.34.00. The FY20 budget is \$600,000. The rate is increasing from \$821.39 to \$869.92. The estimated annual impact of this increase is \$31,000.00 per year. The budget should accommodate this increase.

Background:

The Automatic Aid agreement with the City of Gainesville for Fire and EMS Services expires on September 30, 2019. City and County staff have met and updated the agreement which has a term beginning October 1, 2019 and will remain in effect until terminated by either party.

The agreement increases the cost per response from \$821.39 to \$869.92. This amount will be recalculated each year based on the prior year expenditures and responses. The estimated annual expense increase for FY20 is \$31,000.00.

Talking Points

Interlocal Agreement between Alachua County and City of Gainesville regarding Automatic Aid for Fire and EMS Services

- Alachua County currently has an Automatic Aid Agreement with the City of Gainesville for Fire and EMS services that expires on September 30, 2019.
- The average cost per response will be updated each year, no later than March, for actual expenditures and responses.