

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

RECORDED 11:16 AM BK 3562 PG 957
"DEDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK10, Receipt #322057

This Interlocal Agreement to provide fire protection services assistance between Alachua County and the City of Gainesville is hereby made and entered into this 10th day of October, 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.
- D. Map Reference Area - Defined geographical area used to determine response orders of an apparatus.
- E. Fire Apparatus - Aerial, Engine, Brush and/or Tanker, Squad, Truck



Section 3. Response and Response Area.

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

Section 4. Fire Stations.

A. Fire stations, apparatus and minimum staffing complements covered by this agreement are listed in Attachment II.

B. Future station locations will follow the Fire/EMS Services Master Plan (FSMP) dated October 2004 and adopted by the Alachua County Board of County Commissioners on February 2, 2006 and will be incorporated into this agreement by amendment as provided herein.

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

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

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

a. Alachua County Fire Rescue (ACFR) and Gainesville Fire Rescue (GFR) current year budget for fire protection operations, as defined herein, divided by total ACFR and GFR prior year number of fire service responses. [ACFR Costs+ GFR Costs/ACFR Response+ 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:
30

31 Randall H. Reid
32 County Manager
33 P.O. Box 2877
34 Gainesville, FL 32602
35

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

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

37 J.K. "Buddy" Irby
38 Clerk of the Court
39 P.O. Box 939
40 Gainesville, FL 32602
41 ATTN: Finance and Accounting
42

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

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.
48

5

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**October 10, 2006 Regular BOCC Meeting
Agenda Item #18**

Title

Fire Service Assistance Agreement (FSAA) (Revised)

Amount

0

Description

Approve Fire Service Assistance Agreement (FSAA) replacing the Designated Assistance Agreement (DAA) between the County and City for mutual aid in fire responses.

Recommendation

Approve Fire Service Assistance Agreement (FSAA)

Alternative(s)

Do not approve Fire Service Assistance Agreement (FSAA) and advise staff

Requested By

Randall H. Reid

Originating Department

OMB - Ron Akins

Attachment(s) Description

Approve Fire Service Assistance Agreement (FSAA)

Documents Requiring Action

Fire Service Assistance Agreement (FSAA)

Executive Summary

The Designated Assistance Agreement (DAA) for the provision of fire protection services between Alachua County and the City of Gainesville has been in existence since 1996. The DAA was originally intended to be for a two years period while the County and the City worked toward a single fire services provider for Gainesville and the surrounding urban fringe. At the Board's direction, Alachua County staff and City of Gainesville staff have completed a new agreement, Fire Services Assistance Agreement (FSAA) to replace the DAA and are now bringing it forward for Board approval. The agreement will be effective 10/01/2006.

Background

The Designated Assistance Agreement (DAA) for the provision of fire protection services between Alachua County and the City of Gainesville has been in existence since 1996. The DAA was originally intended to be for a two years period while the County and the City worked toward a single fire services provider for Gainesville and the surrounding urban fringe. Since then, the DAA, as amended in 1998 and 2002, has continued to serve as the interlocal agreement for the provision of fire services between the two jurisdictions.

Both the County and the City have long recognized the need, to not only update the current agreement but, to also clarify many of the funding and service provision sections. The existing DAA includes an extremely complicated funding formula that had been recommended by the consultant over ten years ago and has been difficult to reconcile each year. As the effort of the staff working group progressed, it was decided that it would be best to completely replace the existing DAA.

The staff work group was able to develop a replacement to the DAA that is more equitable and aligns with the Board's goals of appropriate service provision. The Fire Services Assistance Agreement (FSAA) addresses the following major issues:

- Closest available units will always respond to incidents with the exception of the University of Florida Main Campus
- Map Reference Areas (MRA™s) that are used to designate dispatch protocol cannot be amended without agreement by both jurisdictions
- Construction of future fire stations will follow the Fire/EMS Services Master Plan (FSMP) adopted by the Board in February 2006
- Payment for services between jurisdictions will be made on a monthly basis and will be based on actual call data
- A one-time reconciliation for services rendered in the prior year will be completed by November 30, 2006.

The simplified funding formula and the change to using actual call data will minimize the financial impact of future annexations and will eliminate the delay between the time of service provision and payment for those services. The staff working group also agrees that the FSAA better reflects the intention of service provision by the County and the City.

Issues

Reconciliation and payments will be made monthly therefore an adjustment to the budget may be appropriate during the mid year budget review.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

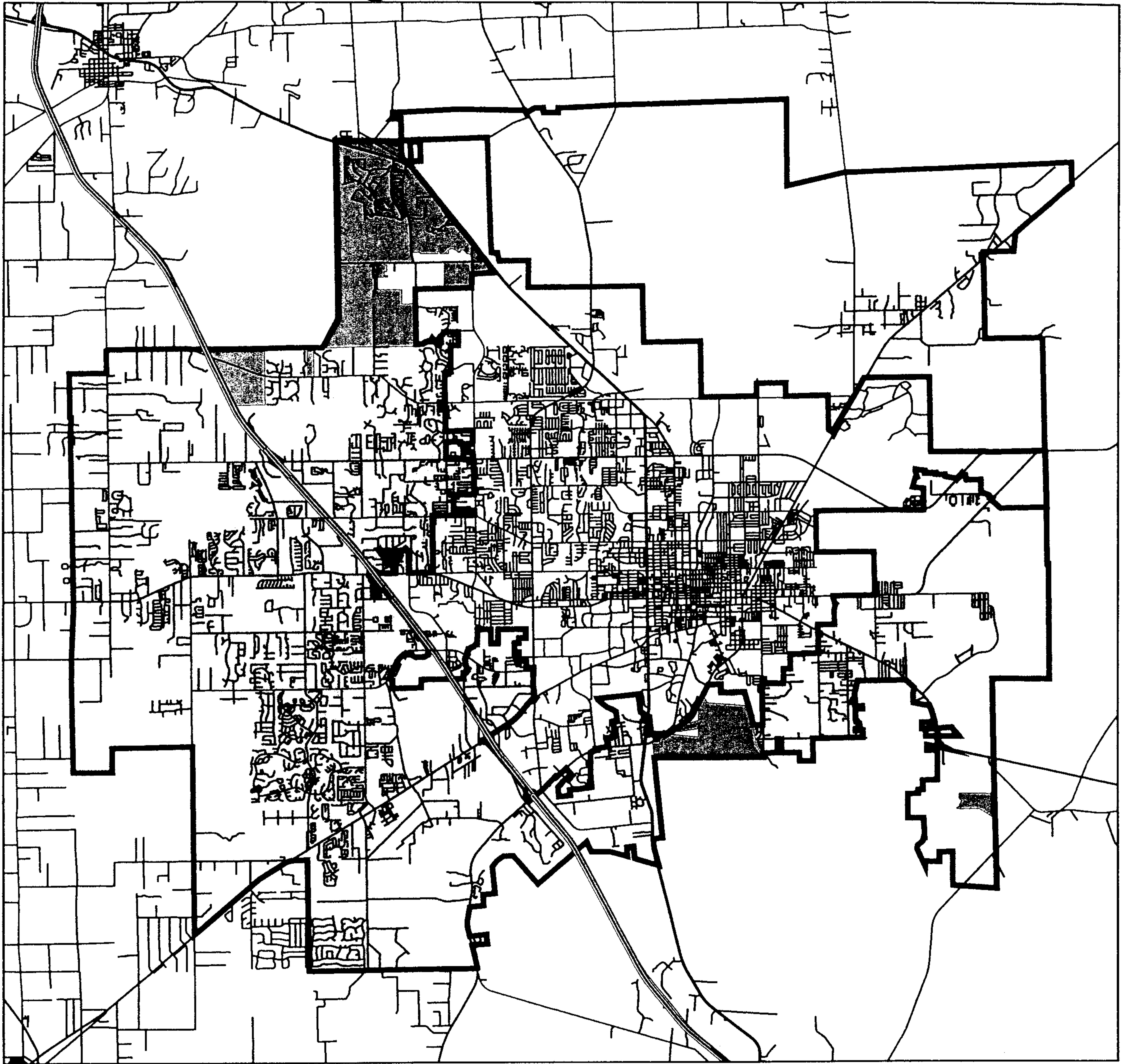
Account Code(s)

N/A

Attachment: Fire Services Assistance Agreement 2006 Final.pdf

Attachment: FSAA Map.pdf





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