

**INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION & FIRST RESPONSE
EMS/RESCUE SERVICES BETWEEN ALACHUA COUNTY
AND CROSS CREEK VOLUNTEER FIRE DEPARTMENT, INC.**

This Uniform Fire Service Interlocal Agreement for Fire Suppression & First Response EMS/Rescue Services (hereinafter "Agreement") by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County") and the Cross Creek Volunteer Fire Department, Inc. an authority organized under the laws of the State of Florida (thereinafter "Cross Creek VFD"), is made, entered into, and effective the First day of October 2019.

WHEREAS, Cross Creek VFD is located within an area of Alachua County that additional fire suppression and first response/EMS resources would enhance service and decrease response times to the citizens of Alachua County; and

WHEREAS, Cross Creek VFD is authorized to provide fire suppression and first response rescue services; and

WHEREAS, the County is authorized to provide or contract for fire suppression and first response rescue services; and

WHEREAS, both the County and Cross Creek VFD deem it appropriate and in furtherance of the public health, safety, and welfare to enter into this Agreement to enhance service and decrease response times to the citizens of Alachua County.

NOW, THEREFORE, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

Section 1. Intent and Term of Agreement.

- A. The Cross Creek VFD shall be a part of the countywide cooperative system established by the Board of County Commissioners, known as the "Fire Services Network" The County and the Cross Creek VFD will reciprocate fire and first response EMS/rescue services as dispatched by the Combined Communications Center (CCC).
- B. The term of this Agreement shall commence on October 1st, 2019. This Agreement shall remain in effect until terminated by agreement of the Parties or as otherwise provided herein. This agreement supersedes and replaces any prior agreements between the parties.

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

- A. Alachua County Fire Rescue (ACFR) shall mean the County department charged with the responsibility for providing and/or coordinating Emergency Management, Radio Communications, Emergency Medical, Rescue Services, and Fire Protection services.
- B. CCC shall mean the Alachua County Combined Communications Center.
- C. First Response Rescue Services shall mean the initial fire based non-transport response to requests for medical assistance for accident victims and health related incidents.
- D. Standard Communication Protocol shall mean a step by step approach to radio communications which uses "plain language" and is based on uniform standards developed and/or adopted by the County.
- E. Incident shall mean a call for fire suppression or first response services to a given location, regardless of the number of apparatus responding.
- F. District Chief shall mean the person who is employed by ACFR and who is designated to assume and assign command and control of emergency incidents.
- G. Fire Services network shall mean a county-wide cooperative system established by the Board of County Commissioners to ensure the safe and effective delivery of fire rescue services through the core fundamentals of incident command, common terminology, equipment, training, dispatch protocols, radio system and response assignments.
- H. Fire Services Territory shall mean the primary response area within Alachua County representing the area closest to the Cross Creek VFD station as depicted in Exhibit "A" to this Agreement.

Section 3. Fire Suppression and First Response EMS/Rescue Services.

- A. Service Provider and Service Area. Cross Creek VFD shall provide the initial response and support to all fire suppression and EMS/rescue incidents throughout Alachua County as dispatched by the Combined Communication Center (CCC) irrespective of political boundaries.
- B. Incident Command. Command and control of every incident shall comply with the National Incident Management System. Each party may retain, assign, or assume command of fire incident occurring within its political jurisdiction.
- C. Level of Service (LOS) Standards. Cross Creek VFD shall meet the following LOS Standards:

1. Unit response shall occur within one (1) minute of dispatch (completion of the initial page)
2. All personnel must meet the Florida Fire Standards and Training Requirements as set forth in Chapter 633, Part IV, Florida Statutes. In addition, volunteers shall have current certification in USDOT First Responder Training and paid personnel shall be certified emergency medical technicians.
3. Cross Creek VFD's shall routinely search the Office of Inspector General's List of Excluded Individuals/Entities webpage to ensure all new hires and employees are not contained on this list. Employees found to be on this list shall not provide services within Alachua County.
4. The responding Engine, Brush, or Squad unit(s) shall be staffed with two (2) paid personnel; tanker may be staffed with one (1) person. In the event of a multi-unit response, personnel may be split to provide needed apparatus.
5. When responding from Station, the initial first response unit must arrive on scene within twelve (12) minutes 80% of the time from dispatch.
6. Apparatus assignment to incidents shall be in accordance with CCC dispatch protocols.
7. The Cross Creek VFD shall be responsible for first response fire and EMS within the department's defined Fire Services Territory to include all responsibility for incident reporting to the Florida Incident Fire Reporting System (FIFRS) as the department giving automatic aid.
8. ACFR shall be responsible for control of all fire investigations within the Cross Creek VFD's defined Fire Services Territory.

Section. 4. Dispatch Protocols. The Cross Creek VFD may make protocol recommendations. Dispatch protocols shall be developed by ACFR. Final authority to approve and implement dispatch protocols lies solely with the Chief of ACFR.

Section 5. Equipment, Training and Staff.

- A. Cross Creek VFD shall provide the necessary equipment and staff to perform its duties under this Agreement.
- B. To ensure compatibility and interoperability with the Fire Services Network equipment Cross Creek VFD and operating procedures shall not be inconsistent with or in conflict with that used or adopted by the County

- C. The County shall provide a complement of Basic Life Support (BLS) disposable medical supplies utilized by Cross Creek VFD's primary fire apparatus responding under this Agreement, provided that the supplies are those currently used by ACFR. The County shall resupply consumable supplies as the supplies are used during emergency incidents.
- D. The County shall provide support for training. The list of dates and times for in-person training will be provided on an ongoing basis for scheduling purposes.
- E. The County shall make available all electronic training and the database to all active members of the department. It is agreed that any costs associated with memberships and access fees shall be the responsibility of Cross Creek VFD, not ACFR.
- F. Cross Creek VFD shall provide to ACFR a list of all active paid and volunteer members who provide fire suppression & first response EMS/rescue services on an annual basis, including documentation of qualifications meeting Section 3 (C)(2) of this Agreement.
- G. Cross Creek VFD shall comply with all Federal and State wage and hour laws applicable to their employees and Volunteers. Cross Creek VFD shall fully comply with the requirements of Florida Statute Chapter 440 regarding workers' compensation.

Section 6. Other Agreements. This Agreement shall have priority over any other agreement as related to the provision of fire suppression and first response EMS/rescue services in Alachua County except when Cross Creek VFD units have already responded to a request for mutual aid with another agency that Cross Creek VFD has an agreement with.

Section 7. Dispatch Services. The County will provide central receipt of emergency calls, dispatching of units per the dispatch protocol as established through the CCC and voice radio communications.

Section 8. Communications Equipment. The County will provide the following communications equipment:

- A. Mobile and portable radios. Mobile and portable radios will be provided to Cross Creek VFD for the exclusive use when responding to incidents dispatched by Alachua County. The actual number of radios provided shall be determined by the Chief of ACFR in consultation with Cross Creek VFD representative. The number of radios provided by the County will not exceed ten (10).
 - 1. The County will provide access for County-owned radios to the Countywide Radio System (CRS).

2. The County shall be responsible for maintenance, installation/removal, and replacement of County-owned radios. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.
 3. Additional mobile and portable radios may be purchased by Cross Creek VFD but must meet the specifications, and have full operability with the CRS.
 4. Cross Creek VFD shall be responsible for any additional monthly CRS access fees for additional Cross Creek VFD -owned CRS-capable mobile radios.
 5. Cross Creek VFD shall be responsible for maintenance, installation/removal, and replacement of Cross Creek VFD -owned radio. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.
- B. Pagers. The County may provide pagers for notification and recall of Cross Creek VFD personnel. The number of pagers issued will be determined by ACFR in consultation with Cross Creek VFD. The County shall be responsible for the cost of all maintenance, replacement and repair of County-owned pagers. The Cross Creek VFD shall be responsible for the cost of all maintenance, replacement and repair of any -owned Cross Creek VFD pagers. In lieu of pagers, the County may, in its discretion, issue VHF radios capable of being used as pagers.

Section 9. Payment.

- A. The County shall pay Cross Creek VFD a flat rate total amount of \$263,120.00 per County fiscal year for services provided to the County identified in this Agreement. The annual amount for contracted services will be adjusted each fiscal year based upon the Consumer Price Index from the Bureau of Labor Statistics-South Region.
- B. Payments to Cross Creek VFD shall be made in twelve (12) equal payments made on a monthly basis immediately after the month the service was provided to the County in accordance with the provisions for §218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30th of the month that the payment is due.
- C. In the event this agreement is terminated pursuant to Section 11, a prorated share of funds shall be payable until the date of termination.
- D. The County shall fund the items listed below for Cross Creek VFD participation in the Fire Services Network:
 1. Administrative oversight and management of the Fire Services Network.
 2. Replenishment of Disposable Medical supplies.
 3. Access to and use of the County-wide Radio System.

4. Mobile and portable radios.
 5. Dispatch and radio communication services.
- E. Financial Statements and Tax Returns. Cross Creek VFD shall annually provide to the County by May 1st of each year its tax return and audited financial statement for the immediately preceding year. The audited financial statement shall include, but not be limited to, income, expenses and cash-on hand.
- F. Notwithstanding any provision to the contrary, Cross Creek VFD may notify the County of its desire to renegotiate the amount specified in subsection (A) by providing written notice to ACFR to be received by December 31st of the year immediately preceding the fiscal year in which the change in contract amount is sought.

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

Section 11. Effective Date, Duration, Termination. This Agreement shall be effective on October 1, 2019 and shall remain in effect unless terminated as follows:

- A. Breach. If either party fails to fulfill its obligations under this Agreement, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party shall give it written notice to the party in default, stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the other party shall send a written notice of termination, effective not earlier than 120 days from the date of notice. Within 30 days of the notice of terminate, the Administrating Officials of each party shall meet in an effort to resolve the dispute.
- B. Termination Due to Funds Availability. The performance of any and all provisions of this Agreement are expressly conditioned upon the County's availability of funds lawfully appropriated and budgeted to carry out the purpose of this Agreement. In the event the County anticipates an unavailability of funds, then the County may terminate this Agreement, effective at midnight on the next September 30th, by providing written notice no later than May 31st of that year. The County is the sole and final authority as to its availability of funds. The County is obligated to pay all funds due prior to the date of a termination.
- C. Either party may terminate this Agreement for convenience by providing written notice of termination to the other party, the effective date of which shall be September 30th following 365 days from the date of notice. Both parties reserve the right to open negotiations should an unforeseen immediate need arise.

Section 12. Public Records.

A. Cross Creek VFD shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the County to perform the services under this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Cross Creek VFD shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, for the duration of this Agreement and following termination of this Agreement if Cross Creek VFD does not transfer the records to the County.
4. Upon termination of this Agreement, Cross Creek VFD shall transfer, at no cost, to the County all public records in possession of Cross Creek VFD or keep and maintain public records required by the County to perform the service. If transfers Cross Creek VFD all public records to the County upon termination of the Agreement. Cross Creek VFD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Cross Creek VFD keeps and maintains public records upon termination of the Agreement, Cross Creek VFD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

B. IF CROSS CREEK VFD HAS QUESTIONS. REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT publicrecords@alachuacounty.us, (352)374-5204 or 12 SE 1st Street, Gainesville, Florida 23601 Attn: Public Records.

Section 13. Indemnification and Insurance.

A. Cross Creek VFD agrees to protect, defend, indemnify, and hold the County, its directors, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, and demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or

arising directly or indirectly of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder, Cross Creek VFD further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, courts costs, and expert witness fees and expenses up to and including any appeal) for an defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Cross Creek VFD agrees that indemnification of the County shall extend to any and all work performed by Cross Creek VFD, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Cross Creek VFD's insurance coverage. This indemnification provision shall survive termination of this Agreement between the County and Cross Creek VFD.

- B. Nothing contained herein shall constitute a waiver by the County of sovereign immunity, or the provisions or limits of liability pursuant to Section 768.28, Florida Statutes.
- C. Cross Creek VFD shall procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts and form detailed in Exhibit "B" to this Agreement.

Section 14. Liability. Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or provisions of 768.28. Florida Statutes. This agreement does not create any relationship with, or any rights in favor of any third party.

Section 15. Service Disputes. The County and Cross Creek VFD shall each appoint one representative whose responsibility shall be to review and resolve any and all service disputes. The Representatives must be from an operational Chief level classification. Repeat, habitual, and unresolved disputes will be forwarded to the attention of the Chief of ACFR and the Cross Creek VFD Administrating Official.

Section 16. 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 Section 163.01 (11). Florida Statutes.

Section 17. Applicable Law. The laws of the State of Florida shall govern this Agreement: venue is in Alachua County, Florida.

Section 18. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and Cross Creek VFD's representative are:

Michele L. Lieberman,
County Manager
Alachua County, Florida
PO Box 2877
Gainesville, FL 32602-2877

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32602
ATTN: Contracts

Section 19. Non-Waiver. Waiver or breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and shall be construed to be a modification of the terms of the Agreement.

Section 20. Severability. If any provisions of this Agreement shall be declared illegal, void, or unenforceable the ether provisions shall not be affected but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement for Fire Suppression & First Response EMS/Rescue Services between Alachua County and the Cross Creek Volunteer Fire Department on the respective dates beneath each signature.

ALACHUA COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Charles Chestnut , Chair
Board of County Commissioners
Date: _____

J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

DEPARTMENT:

CROSS CREEK VOLUNTEER FIRE
DEPARTMENT INC.

By: Shirley Preston
President

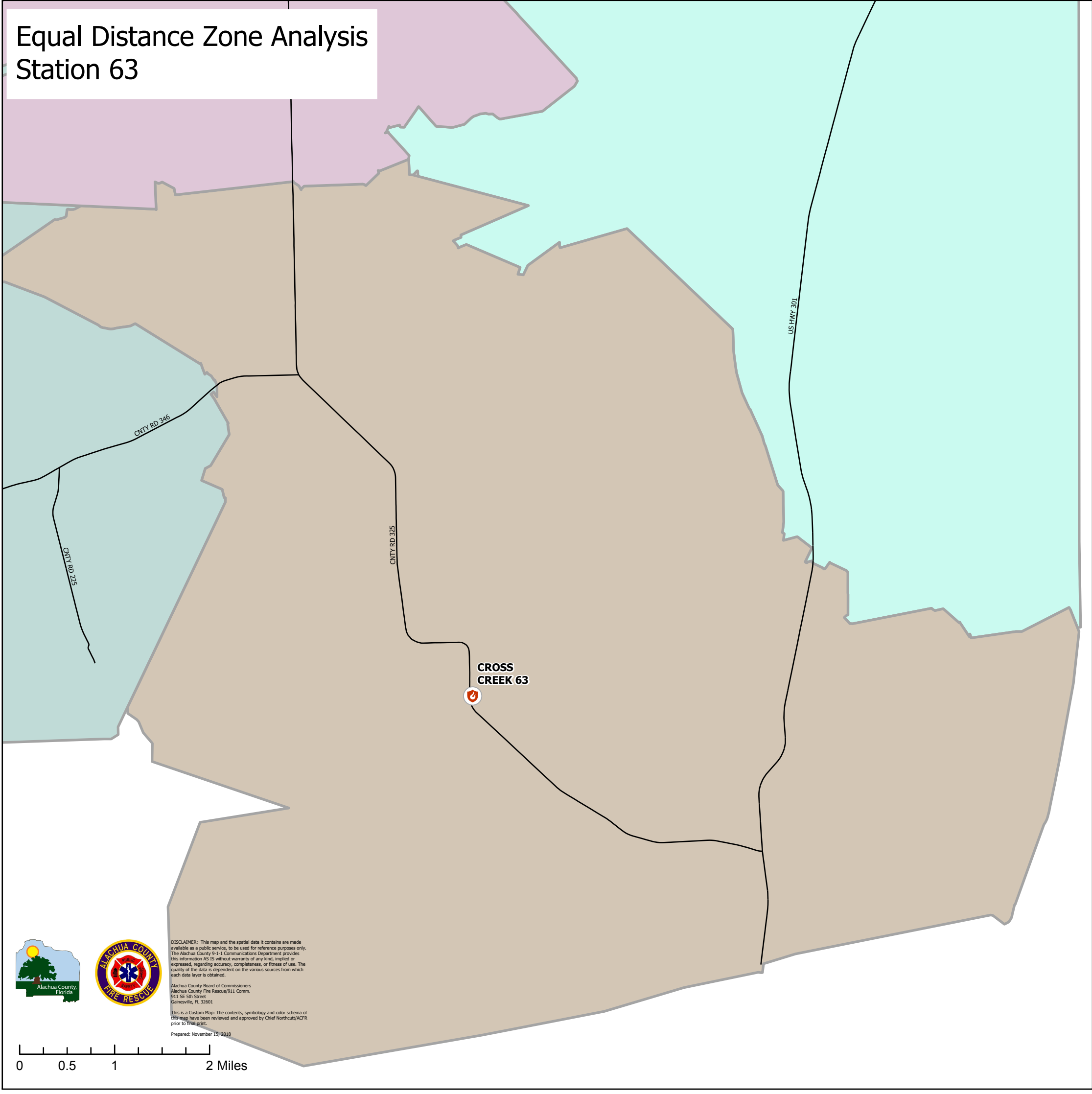
Date: July 23, 2019

ATTEST:

(SEAL)

Equal Distance Zone Analysis

Station 63



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

This is a Custom Map: The contents, symbology and color schema of this map have been reviewed and approved by Chief Northcutt/ACPR prior to final print.

Prepared: November 15, 2018

