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

6 **THIS AGREEMENT** (this "Agreement") entered into pursuant to Chapter 163, Florida
7 Statutes, et. seq, the Florida Interlocal Cooperation Act of 1969, on the date of the last signature
8 on this Agreement between the City of Gainesville, a municipal corporation of the State of
9 Florida ("City") and Alachua County, a charter county and political subdivision of the State of
10 Florida ("County").
11

12 **WHEREAS**, the City of Gainesville is responsible for the provision of fire rescue
13 services within the City's corporate limits and Alachua County is responsible for the fire rescue
14 services in the unincorporated areas of the County; and
15

16 **WHEREAS**, the City and County share a common boundary and have for the last 30
17 years had an agreement on the cross jurisdiction provision of Fire and EMS services to the
18 residents in their respective jurisdictions, and
19

20 **WHEREAS**, the City and County wish to enter into a new agreement modifying the
21 terms of the prior agreement and the situations wherein each will automatically respond into the
22 jurisdiction of the other; and
23

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

27 **NOW THEREFORE**, the City and the County agree as follows:
28

29 **Section 1. Automatic Aid Agreement.**
30

- 31 1) The City and the County will work with the Combined Communications Center
32 (CCC) to develop a method of automatic dispatch for the most appropriate unit
33 available to achieve optimal response times for those specific types of Emergency
34 Fire (EFD) and Emergency Medical Dispatches (EMD) as identified in Attachment 1,
35 which is attached hereto and incorporated by reference. It is understood that the use
36 of EFD and EMD is constantly under evaluation and periodic modification. Therefore
37 the City and County agree that the call types, methods and protocol may be modified
38 upon their respective Fire Chiefs joint agreement in writing.
39 2) The City and County agree that each shall be compensated by the jurisdiction
40 receiving services under this agreement. It is agreed that the cost for each response
41 shall be \$821.39 per unit responding which shall be invoiced and paid according to
42 the Florida Prompt Payment Act.
43 3) The City and County agree that all fire based units stationed within the Automatic
44 Aid Agreement boundary map, which is Attachment 2 and incorporated by reference,
45 are compensable. These units are considered to be compensable units under this
46 agreement with the exception of County Engine 80. It is agreed that Engine 80 shall
47 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 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 2), which is attached hereto and incorporated by reference.
- 6) The parties agree that this agreement will be effective upon signing by both parties and expires September 30, 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 Agreement shall be interpreted as a waiver of any party's sovereign immunity as granted under Section 768.28, Florida Statutes.

Section 4. Termination. This Agreement may not be terminated before its expiration date unless by mutual agreement of the City and County.

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

88
89 **Section 9. Severability.** If any provision of this Agreement is declared void by a court of law,
90 all other provisions will remain in full force and effect.

91
92 **Section 10. Integration/Merger.** This Agreement contains the entire agreement and
93 understanding of the Parties regarding the matters set forth herein and supersedes all previous
94 negotiations, discussions, and understandings, whether oral or written, regarding such matters.
95 The Parties acknowledge that they have not relied on any promise, inducement, representation, or
96 other statement made in connection with this agreement that is not expressly contained in this
97 Agreement. The terms of this Agreement are contractual and not merely recital.

98
99 **Section 11. Modification and Waiver.** The provisions of this Agreement may only be modified
100 or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of
101 rights or a modification of this Agreement. The failure of any party to exercise any right in this
102 Agreement shall not be considered a waiver of such right. No waiver of a provision of the
103 Agreement shall apply to any other portion of the Agreement. A waiver on one occasion shall not
104 be deemed to be a waiver on other occasions.

105
106 **Section 12. Captions and Section Headings.** Captions and section headings used herein are for
107 convenience only and shall not be used in construing this Agreement.

108
109 **Section 13. Successors and Assigns.** The Parties each bind the other and their respective
110 successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this
111 Agreement.

112
113 **Section 14. Third Party Beneficiaries.** This Agreement does not create any relationship with,
114 or any rights in favor of, any third party.

115
116 **Section 15. Construction.** This Agreement shall not be construed more strictly against one party
117 than against the other merely by virtue of the fact that it may have been prepared by one of the
118 Parties. It is recognized that all Parties have substantially contributed to the preparation of this
119 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:

BY:

Lee Pinkoson, 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:

June 13, 2018

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

Automatic Aid Boundary

Attachment 2

