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

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THIS AGREEMENT (this "Agreement") entered into pursuant to Chapter 163, Florida Statutes, 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").

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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 wish to enter into a new agreement modifying the terms of the prior agreement and the situations 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:

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 the cost for each response shall be \$821.39 per unit responding which shall be invoiced and paid according to the Florida Prompt Payment Act.
- 3) The City and County agree that all fire based units stationed within the Automatic Aid Agreement boundary map, which is Attachment 2 and incorporated by reference, are compensable. 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

- 48 City limits. Once it is relocated outside of the City limits, it shall then be considered
49 to be a compensable unit.
- 50 4) This agreement for the automatic dispatch of assets of the parties is not meant to
51 supplant the ability of either jurisdiction to request mutual aid for incidents occurring
52 outside the fire service agreement boundary or for units not assigned therein or in
53 accordance with the Statewide Mutual Aid/State Emergency Response Plan.
- 54 5) The geographic boundary of this agreement is as set forth in Automatic Aid
55 Agreement boundary map (Attachment 2), which is attached hereto and incorporated
56 by reference.
- 57 6) The parties agree that this agreement will be effective upon signing by both parties
58 and expires September 30, 2019.

59
60 **Section 2. Indemnification.** Each party shall be solely responsible for the negligent or wrongful
61 acts of its officials, agents and employees.

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63 **Section 3. Sovereign Immunity.** Nothing in this Agreement shall be interpreted as a waiver of
64 any party's sovereign immunity as granted under Section 768.28, Florida Statutes.

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

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

72
73 **Section 6. Public Records.** Each Party shall meet the requirements of Chapter 119, Fla. Stat., for
74 retaining public records and transfer, at no cost, to any other requesting Party, copies of all public
75 records regarding the subject of this Agreement which are in the possession of the Party. All
76 records stored electronically shall be provided to the requesting Party in a format that is compatible
77 with the information technology systems of the requesting Party.

78
79 **Section 7. Applicable Law and Venue.** This Agreement shall be governed by and construed in
80 accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law
81 provision to the contrary. In the event of any legal action under this Agreement, venue shall be in
82 Alachua County, Florida.

83
84 **Section 8. Notices.** Any notices from either party to the other party must be in writing and sent
85 by certified mail, return requested, overnight courier service or delivered in person with receipt
86 to the following:

87
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

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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.

120

121 **IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal
122 Agreement between Alachua County and the City of Gainesville on the respective dates beneath
123 each signature.
124

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

127
128 ATTEST:

129 
130 _____
131 Jesse K. Irby, II
132 Clerk of the Board of
133 County Commissioners
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128 BY: 
129 _____
130 Lee Pinkoson, Chair
131 Board of County Commissioners

132 Date: _____

135 APPROVED AS TO FORM

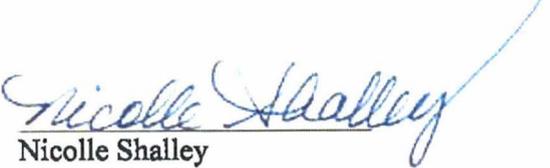
136 
137 _____
138 County Attorney
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144 **CITY OF GAINESVILLE**

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146 _____
147 BY: Lauren Poe, Mayor
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149 APPROVED AS TO FORM AND LEGALITY

150 Date: June 13, 2018
151

152 
153 _____
154 Nicolle Shalley
155 City Attorney

156 ATTEST:

157 
158 _____
159 Omichele D. Gainey
160 Clerk of the City Commission
161

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

