



City of Newberry

City Commission Agenda Item

Meeting Date:	December 10, 2018
Title:	Fire Services Agreement (FSA) between the City of Newberry and Alachua County Fire Rescue (ACFR)
Agenda Section:	IX. A.
Department:	Fire
Presented By:	Ben Buckner, Fire Chief
Recommended Action:	Authorize the City Manager to transmit written notice to Alachua County, stipulating the City of Newberry's intent to renegotiate the funding for the provision of fire suppression and first response EMS services.

Summary:

The City of Newberry and Alachua County Fire Rescue (ACFR) have enjoyed a very long relationship related to reciprocal aid in fire and emergency services. That relationship is governed by a mutual agreement recognized as the Fire Services Agreement (FSA). The most current Fire Services Agreement became effective October 1, 2016.

ACFR is in the process of modifying the methodology for funding the FSA, countywide. The Alachua County Board of County Commissioners (BoCC) heard a presentation related to this new methodology from ACFR staff on December 4, 2018. At the December 4, 2018 BoCC meeting, the BoCC voted 5-0 to authorize ACFR staff to proceed with renegotiating the FSA with all contract fire stations throughout the County.

Section 10, Paragraph G of the current FSA states, *“Notwithstanding any provision to the contrary, after September 30, 2018, the City 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. This provision may only be utilized to renegotiate the amount for payments to be made in fiscal year 2019-2020 or after.”* As stated in Section 10, Paragraph G of the current FSA, the City of Newberry must provide written notification to

ACFR by December 31, 2018 of the City of Newberry's intent to renegotiate the amount of payment for the provision of fire suppression and first response EMS services.

Attachments:

1. 2016 Agreement for Fire Suppression & First Response EMS/Rescue Services (FSA).

**INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION &
FIRST RESPONSE EMS/RESCUE SERVICES
BETWEEN ALACHUA COUNTY AND THE CITY OF NEWBERRY**

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 City of Newberry, a municipal corporation organized under the laws of the State of Florida (hereinafter "City"), is made, entered into, and effective the 1st day of October 2016.

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies, including counties and cities, to enter agreements to provide services and to exercise jointly the power, privilege, or authority they share in common and which each might exercise separately; and,

WHEREAS, both City and the County deem it appropriate and in furtherance of the public health, safety, and welfare to enter an Interlocal Agreement to provide for fire suppression and first response EMS/rescue services; and,

WHEREAS, the City is located within Alachua County and 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, the City is willing and able to provide fire suppression and first response rescue services to the County; and

WHEREAS, the County is willing and able to provide fire suppression and first response rescue services within the municipal boundaries of the City;

WHEREAS, the County and City desire to establish an "Employee Exchange Program" whereby the County and City will each exchange the services of one employee; and

WHEREAS, establishment of an Employee Exchange Program will provide consistency of emergency medical initial response in Alachua County by enhancing the City Fire Department's initial response to Advanced Life Support Fire Response.

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 City Fire Department 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 City will reciprocate fire and first response EMS/rescue services as dispatched by the Combined Communication Center (CCC).
- B. The term of this Agreement shall commence on October 1, 2016. This Agreement shall remain in effect until terminated by agreement of the Parties or as otherwise provided herein.

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 Communications 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. Insurance Services Office (ISO) shall mean the agency that evaluates and rates the level of fire protection provided by a given agency. This classification score is used by

subscriber insurance companies to determine homeowner and business owner insurance rates.

- I. Fire Services Territory shall mean the primary response area representing the area closest to the City's 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. The City 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. The County shall provide initial response and support to all fire suppression and EMS/rescue incidents within the municipal boundaries of the City as dispatched by the Combined Communication Center (CCC).
- 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 a fire incident occurring within its political jurisdiction.
- C. Level of Service (LOS) Standards. City's Fire Department 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, paid personnel shall be certified emergency medical technicians or paramedics.
 3. The responding Engine, Brush, or Squad unit(s) shall be staffed with a minimum of two (2) personnel; Tanker may be staffed with one (1) person.
 4. When responding from Station, the initial first response unit must arrive on scene within twelve (12) minutes 80% of the time from dispatch.
 5. Apparatus assignment to incidents shall be in accordance with CCC dispatch protocols.
 6. The City Fire Department shall maintain a minimum ISO Class 9 rating. A failure of the City's Fire Department to maintain this minimum classification will result in a reduction in the amount due to the City under Section 10(A) of this Agreement.

The amount of reduction shall be equivalent to the percentage representing the City Fire Department's non-medical incident responses, as further defined in Exhibit "B" to this Agreement, for the last fiscal year in which the City's Fire Department had an ISO rating of Class 9 or better. The percentage reduction shall be taken on each payment due and owing to the City beginning the first payment immediately following the effective date of the ISO Class change. Should an ISO Class 9 or better rating be restored, payment will return to the amount specified in this Agreement beginning the fiscal year immediately following the effective date of the improved ISO classification.

For the purpose of this subsection, the City shall provide ACFR copies of any correspondence received from ISO within 30 days of receipt.

7. The City's Fire Department shall be responsible for first response fire and EMS within the department's defined Fire Services Territory, to include all responsibility for reporting to the Florida Incident Fire Reporting System (FIFRS). It is recognized that all responses by ACFR to the City Fire Department's Fire Services Territory shall be for the purpose of providing aid to the City's Fire Department and ACFR's response shall be recognized as automatic aid for the purpose of reporting.
8. ACFR shall be responsible for control of all fire investigations within the City Fire Department's defined Fire Services Territory, excluding those within the municipal boundaries.

Section 4. Employee Exchange Program. The County and City shall participate in an Employee Exchange Program ("Program") for the duration of this Agreement as follows:

- A. Participation in the Program will be limited to employees of the City's Fire Department and ACFR; employees participating in the Program shall remain employees of their respective agencies for all purposes, including, but not limited to Worker's Compensation coverage.
- B. The County and City will daily exchange one employee meeting the following requirements:
 1. ACFR will provide to the City Fire Department one Firefighter/Paramedic.
 2. The City Fire Department will provide to ACFR one Firefighter/EMT.

C. Only employees approved by ACFR and the City Fire Department will be permitted to participate in the Program.

D. Rules and regulations.

1. Participating employees shall adhere to the rules, regulations and procedures of both agencies.
2. ACFR and the City Fire Department shall review the rules, regulations and procedures for each agency to ensure compatibility for participating employees; should ACFR or the City Fire Department amend its rules, regulations or procedures notification will be provided the non-modifying agency within 10 days of adoption of the modification.
3. Employees found to be in violation of any rule, regulation or procedure of either agency shall be remanded to their respective agency for investigation and resolution. All discipline will be administered in accordance with the regulations or collective bargaining agreement of the employee's respective agency. The host agency shall cooperate with, and provide assistance to, the disciplining agency as necessary to assist in the investigation and resolution of the matter.

E. Costs and expenses.

1. The County shall be responsible for providing all equipment and supplies necessary for Advanced Life Support services.
2. Each agency will be responsible for the expense of their employees participating in the Program, including, but not limited to, uniforms and bunker gear.

F. For the purpose of the City Fire Department's Advanced Life Support Unit, the City Fire Department will operate under the ACFR Certificate of Public Convenience and Necessity.

Section 5. Dispatch Protocols. The City 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 6. Equipment, Training and Staff.

- A. To ensure compatibility and interoperability with the Fire Services Network, the City Fire Department's equipment and operating procedures shall not be inconsistent with or in conflict with that used or adopted by the County.
- B. The County shall provide a complement of Basic Life Support (BLS) disposable medical supplies utilized by the City'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.
- C. The County shall provide support for necessary training to meet ISO multi-company and automatic aid company training. The list of dates and times for in-person training will be provided on an ongoing basis for scheduling purposes.
- D. The County shall make available all electronic training and the database to all active members of the City department. It is agreed that any costs associated with memberships and access fees shall be the responsibility of the City department, not ACFR.
- E. The City shall provide to ACFR a list of all active paid 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.

Section 7. 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 City units have already responded to a request for mutual aid with another agency that the City has an agreement with.

Section 8. 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 9. Communications Equipment. The County will provide the following communications equipment:

- A. Mobile and portable radios. Mobile and portable radios will be provided to the City Fire Department 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 the City's 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 the City, but must meet the specifications and have full operability with the CRS.
4. The City shall be responsible for any additional monthly CRS access fees for additional City owned CRS-capable mobile radios.
5. The City shall be responsible for maintenance, installation/removal, and replacement of City-owned radios. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.

Section 10. Payment.

- A. The County shall pay the City for services provided to the County identified in this agreement in accordance with the following:
 - 1) Fiscal Year 2016-2017: a flat rate total amount of \$175,000.00;
 - 2) Fiscal Year 2017-2018: a flat rate total amount of \$175,000.00;
 - 3) Fiscal Year 2018-2019: a flat rate total amount of \$185,000.00. and subsequent fiscal years: a flat rate total amount of \$185,000.00.
- B. Payments to the City 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 12, a prorated share of funds shall be payable until the date of termination.
- D. In the event that the City Fire Department fails to maintain a minimum ISO Class 9 rating, the amount due under this Agreement shall be reduced as specified in Section 3(C)(6) of this Agreement.

E. The County shall fund the items listed below for the City's 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 Countywide Radio System.
4. Mobile and portable radios.
5. Dispatch and radio communication services.

F. The City shall reciprocate payment of \$362.00 per incident to the County when County fire apparatus (excluding rescue and command) are dispatched as the primary responder within the municipal boundaries of the City. "Primary responder" is defined as the only unit dispatched to an incident or when dispatched as the closest unit due to Engine 28's unavailability. The County shall not invoice the City for any County response in the City if the City is simultaneously responding to a call in the County. Payment to the County shall be made in the month immediately after the month services was provided to the City 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.

G. Notwithstanding any provision to the contrary, after September 30, 2018, the City 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. This provision may only be utilized to renegotiate the amount for payments to be made in fiscal year 2019-2020 or after.

Section 11. Entire Agreement This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

Section 12. Effective Date, Duration, Termination. This Agreement shall be effective on October 1, 2016 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 a 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 by the City and County are expressly conditioned upon the availability of funds lawfully appropriated and budgeted to carry out the purpose of this Agreement. In the event either party anticipates an unavailability of funds, then that Party may terminate this Agreement, effective at midnight on the next September 30th, by providing written notice no later than May 31st of that year. Each Party is the sole and final authority as to the availability of funds for such party. Each party 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.

Section 13. Insurance.

- A. The County represents that it is self-funded for liability insurance in accordance with Section 768.28, Florida Statutes. The County hereby assumes responsibility for, and hereby agrees to indemnify and hold the City harmless from any and all liability, claims, or damages imposed on the City up to the monetary limits provided in Section 768.26, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the County and its agents or employees relating to the responsibilities of the County and the services to be provided by the County under this agreement.
- B. The City hereby assumes responsibility for, and hereby agrees to indemnify and hold the County harmless from any and all liability, claims, or damages imposed on the County up to the monetary limits provided in Section 768.28, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the City and its agents or employees relating to the responsibilities of the City under this agreement. The City agrees to maintain insurance coverage, either through self-insurance or commercial policy, on their property utilized as part of this Agreement, to include premises liability in the amount to ensure full replacement.
- C. Each party agrees to provide the other with copies of the certificates of insurance for all coverages in effect throughout the term of this Agreement and will provide the other with thirty (30) days notice of any cancellation or amendment to the insurance coverages.

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 of 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 City 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 City Manager.

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 the City's representative are:

Lee Niblock, County Manager
Alachua County, Florida
PO Box 2877
Gainesville, FL 32602-2877

Mike New, City Manager
Newberry, Florida
PO Box 369
Newberry, FL 32669-369

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, Florida 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 not be construed to be a modification of the terms of this Agreement.

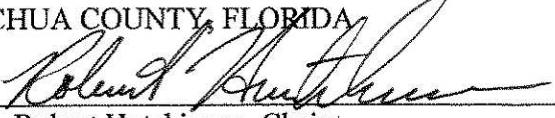
Section 20. Severability. If any provisions of this Agreement shall be declared illegal, void, or unenforceable the other provisions shall not be affected but shall remain in full force and effect.


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 City of Newberry on the respective dates beneath each signature.

ALACHUA COUNTY:

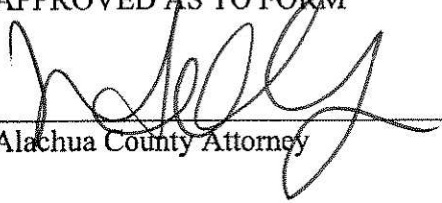
**BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA**

ATTEST:

By: 
Robert Hutchinson, Chair
Board of County Commissioners
Date: 7/5/16


J.K. Irby, Clerk


APPROVED AS TO FORM


Alachua County Attorney

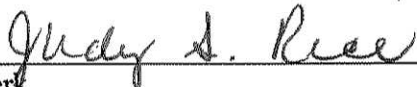
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CITY OF NEWBERRY:

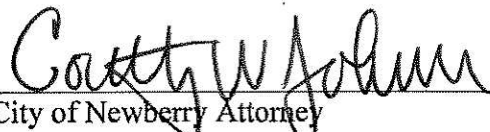
CITY OF NEWBERRY

By: 
Bill Conrad, Mayor
City of Newberry
Date: 6/30/16

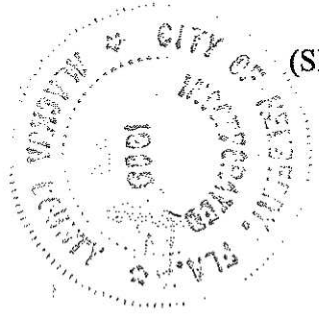
ATTEST:


Clerk

APPROVED AS TO FORM


City of Newberry Attorney

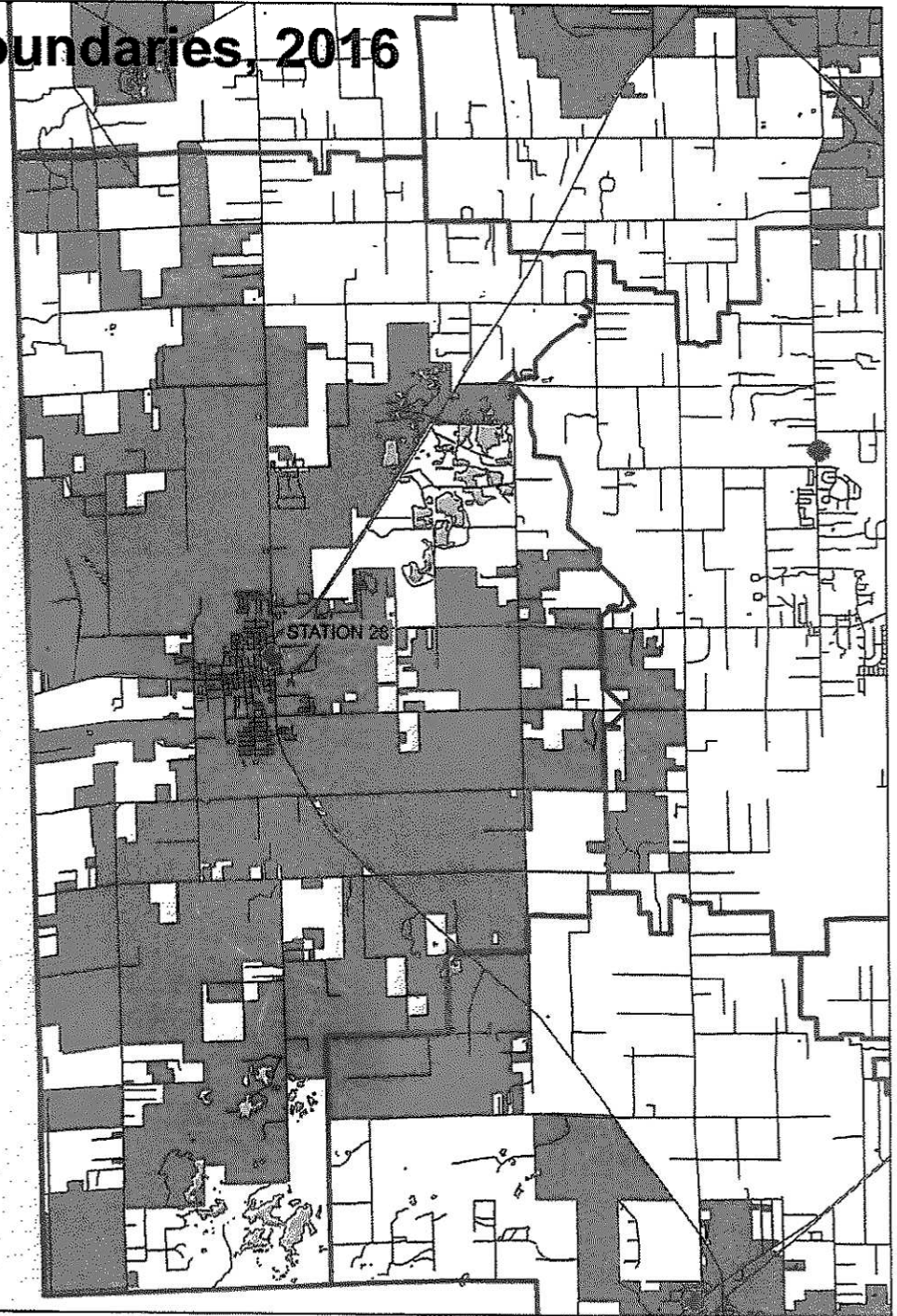
(SEAL)





Alachua County Fire District Boundaries, 2016


Station 28 - 310 NW 250th St. Newberry, FL

Exhibit 'A'



 Fire Station

 Fire District Boundary



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 Branch 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 Communications
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/ACFR prior to final print.

Prepared by: MAT/06-06-2016

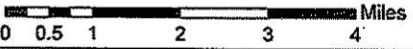
 Miles

Exhibit 'A'

Exhibit "B"

Exhibit 'B'

EMS and Non-EMS Call Types	
EMS:	
	Cardiac/Stroke
	Fall
	Medical
	Vehicle Crash
Non-EMS:	
	Alarm
	Brush Fire
	Haz Mat
	Mutual Aid
	Other
	Smoke/Odor
	Structure Fire
	Trash Fire
	Vehicle Fire
	Wires Fire