

**INTERLOCAL AGREEMENT BETWEEN ALACHUA
COUNTY AND THE TOWN OF MICANOPY
REGARDING FIRE AND RESCUE SERVICES**

This agreement is entered into this ____ day of _____, 2023 (to be effective as of the 1st day of October 2023), between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and the Town of Micanopy, a municipal corporation, by and through its Town Commission, hereinafter referred to as "Town".

WHEREAS, the County and the Town are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of these entities; and,

WHEREAS, Sec. 125.0101, Fla. Stat., provides that Towns may contract with Counties for the provision of essential services within their municipal boundaries; and

WHEREAS, the Town and County currently fund and operate separate fire rescue departments with the Town having the responsibility for the fire and rescue services within the municipal boundaries of the Town of Micanopy and the County having the responsibility for fire and rescue services in the unincorporated areas of Alachua County; and

WHEREAS, the Town desires to dissolve their Fire Rescue Department and contract with the County for the provision of fire rescue services within the municipal boundaries of Micanopy to the County; and

WHEREAS, the Town has determined that the inclusion of the incorporated area of the Town within the Alachua County's Fire Assessment Fee would be in the best interest of the owners of property within the corporate limits of the Town so long as certain conditions are met; and,

WHEREAS, in accordance with Sec. 125.01(1)(q) the Town has, through Ordinance 2023-02, authorized the County to extend its municipal services benefit unit for the provision of fire services within the municipal boundaries of the Town to provide funding for the fire services; and,

WHEREAS, it is the purpose of this agreement to identify the conditions under which the Town and County may move forward with provision of fire services within the Town by the the Alachua County Fire Rescue services; and

WHEREAS, both the Town and County deem it appropriate and in furtherance of the public health, safety and welfare to enter into an interlocal agreement for the purpose set forth above.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. This agreement is effective from the date set forth above.

2. The Town and County shall negotiate and enter into a separate Lease Agreement for the Fire Station located at 704 NE 1st Street, Micanopy, Fl. 32667.
3. The Town shall participate in the County's Fire Assessment Fee program.
4. In addition to participating in the County's Fire Assessment Fee program, the Town shall, for the first seven (7) years beginning on October 1, 2023, annually compensate the County \$135,000 in exchange for the County's provision of the services outlined below in paragraph 6.
5. The Town and County shall mutually agree to turnover ownership of certain equipment to the County contained in **Exhibit A**.
6. The County shall provide the following services within the Town: fire protection, rescue, first response emergency medical response, and fire prevention services. The County shall ensure that the level of service provided in the Town shall meet the County's minimum level of service provided throughout its service network.
7. **Independent Contractor** – For the duration of this agreement, the County Fire Services will be acting as an independent contractor under its own command structure and subject to the authority of its management and the Board of County Commissioners and shall not be governed in any way by the Town of Micanopy
8. **Term** – This Agreement and the inclusion of the Town within the Fire Assessment Fee program boundaries shall continue until terminated by the parties.
9. **Termination** – Either party may terminate this Agreement upon 365 day's notice given prior to the beginning of the next occurring fiscal year. Such termination shall take effect on September 30th of the fiscal year in which the 365 days' notice expires.
10. **E-Verify Requirement** – Pursuant to Section 448.095, Florida Statutes, County and its subcontractors shall, register with and use the U.S. Department of Homeland Security's E-Verify system to verify work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
 - a. County shall require each of its subcontractors to provide County with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. County shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The Town, County, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but County otherwise complied, shall promptly notify County and County shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. County acknowledges that upon termination of this Agreement by the Town for a violation of

- this section by County, County may not be awarded a public contract for at least one (1) year. County further acknowledges that County is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
- e. Subcontracts. County or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. County shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

- 11. **Public Records** – Pursuant to Section 119.0701, Florida Statutes, the County and Town agree to the following:
 - a. (1) The Parties shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Parties shall keep and maintain public records required by the law to perform the services under this Agreement. This Agreement may be unilaterally canceled by either Party for refusal by the other Party to either provide to the first Party upon request, or to allow inspection and copying of all public records made or received by the other Party in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COUNTY SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3352-466-3121, OR TOWNHALL@MICANOPYTOWN.COM OR 706 NE CHOLOKKA BLVD., MICANOPY, FLORIDA 32667.

IF TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, TOWN SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 264-6906 OR PUBLICRECORDSREQUEST@ALACHUACOUNTY.US.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first written above.

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney

CITY OF MICANOPIY, FLORIDA

By: _____
Gianna Williams, Mayor of Micanopy

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, Town
Clerk
(SEAL)

Micanopy Town Attorney

Exhibit A

Micanopy Fire and EMS Equipment

Fire Equipment

Axes	Pick Head x 2	Flat Head x 1
Sledgehammers	x 1	
Pike Poles	6' x 2, 8' x 1	
Closet Hook	x 1	
Bolt Cutters	x 1	
Glassmaster	x 2	
Fire Flaps	x 1	
Halligan Bars	x 1	
Hose Wrenches	Large x 8 Small x 6	Booster x 2
Hydrant Wrenches	x 2	
Hose Cleaner	x 1	
Chain Saw	Stihl x 2	
K12 (Concrete Saw)	Stihl x 1	
Come Along	x 2	

Ladders (include total # and age of each)

14' Roof Ladder	x 1
Attic Ladder	x 1
35' Extension ladder	x 1

Fire Hose (include manufacturer, age, # of sections and length of sections)

3"	PONN Snap-lite Supreme 600 in 50' sections x9	Key Hose Big-10 in 50' sections xAge unknown
2 1/2"	PONN Snap-lite Supreme 600 in 50' sections x4	Key Hose Big-10 in 50' sectionAge unknown
1 3/4"	PONN Snap-lite Supreme 600 in 50' sections x3	Key Hose Big-10 in 50' sectionAge unknown
Hard Suction	Kochek 6NH in 10' sections x2	Age unknown
Other	Akron hose clamps x2	

Nozzles (include manufacture/model, hose size they are on, number of each type)

	1 3/4" TFT fog nozzles X 2, 2 1/2" Akron turbojet 125 - 250 gallon select a gallon X 1, 2 1/2" TFT nozzle with stacked tips, 1" Pro-Venger nozzle (booster) X 1, 1 3/4 Akron slect a gallon fog all double male, double female, gated wyes, water thieves, and adaptors
Straight Stream Nozzles/Tip Siz	2 1/2" TFT brand with 1 1/4", 1 1/8", 1" tips x1; 2 1/2" unknown brand with 1 1/4" & 1 1/8" tips
Master Stream Nozzles	2 1/2" connection Task Force Tips fog nozzle x2: Smooth bore tips- 2 1/2", 1 3/4", 1 1/2", 1 3/8" all x2
Other	1" Viper CG2510 fog nozzle x1;

SCBAs/Fill Station

# of Scott Air Packs	Scott X3pro scba 4.5. P/N# 201615-21. Mfg 03-01-22 x 6
# of Masks	Scott AV-3000 Medium x 9 Large x 1
Scott mask voice amplifiers	x 15
# and Capacity of Air Bottles	Scott P/N# 10009673 45 minute 4500 psi x 12
Fill Station	Comp Air, Model Bam06H, 4 bank cascade, two bottle fill station

Technical Rescue

High Jack Lift x 2 (did not see but will take them if in good shape)	
Struts	Kodiak Genesis x 4
Milwaukee Scene Lights	M18 Rocket Dual Power Tower Light x 2 with 4 Red lithium 6.0 AH batteries
Thermal Imager	FLIR K40 x 1 FLIR K2 x 1 did not see but will take if in good condition
Thermal Imager	FLIR K1 x 2 did not see but will take if in good condition
Gas Detector	Honeywell BW Max XT2 x 3
Metris TN425LE Dual laser-infrared thermometer with memory. Distance to spot size ratio= 50:1 x2	
Rope/Bags (not life safety)	x 3 bags
Compressed air control module x 1	
Spare compressed air hoses x 3	

Extrication Equipment

	Would be a good donation to Loftan magnet program
Air bags	Mat Jack- Model#106 x 1; Model # 122 x 1; Model #132 x 1
Sawz-all	Makita Cordless x 1 did not see but will take if in good condition
Vehicle lockout kit	x 2

Fire Extinguishers

Water	x 4
ABC	x 9
CO	x 3

Adapters/Apliances/Couplings

2 1/2" Double female coupling x 10	1 3/4" Double male coupling x 1	1 3/4" to 1" Gated wye x 5	2 1/2" connection Akron fire pump flow testing kit
2 1/2" Double male coupling x 8	1 3/4" Double female coupling x 1	2 1/2" Siamese wye x 2	2 1/2" connection suction/drafting flow testing kit
2 1/2" to 1 3/4" Reducer x 9	1 1/2" Double female coupling x 1		
2 1/2" to 1" Reducer x 4	2 1/2" Male to 1 3/4" female coupling x 2		
1 3/4" to 1" Reducer x 2	2 1/2" to 1 3/4" Gated wye x 4		

Foam

Class A	x 3, 5-gallon containers
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MDCs

Radios

VHF Mobile	Motorola O5 x 4
Portables	Motorola APX 6000

Medical Equipment For Training to evaluate

O2 Cylinders (D)	x 12
AED	Powerheart AED G3 by Cardiac Science x 1
Suction Unit	Laerdal LCSU 4 x 1
Medical Bags	x 2 General trauma supplies i.e. gauze/petroleum gauze, sam splints, tourniquets, ace wraps, chest seals, burn sheets, saline, sheers General equipment x 1 i.e. Hillrom Welch Allyn Spot Vital Signs 4400 bp machine, pulse oximeter, ring cutter, glucometer
Airway Bags	x 2 General airway supplies i.e. adult and pediatric non-rebreathers, nasal cannulas, OPA's, NPA's, I-Gels, Ambu bags, Res-q-vac manual suction device
Pediatric bag x 1	
Pediatric immobilization board x 1	
KED x 2	
Extrication collar bag x 2	
Sager splints x 2	
Pet oxygen masks x 1 set	
Sam Pelvic Sling x 3	