

February 27, 2026

**VIA EMAIL**

Gina Peebles, Assistant County Manager-Chief of Staff  
Alachua County  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
[gpeebles@alachuacounty.us](mailto:gpeebles@alachuacounty.us)

Re: Fire truck eligibility

Dear Gina,

At the Board's request, I have researched the eligibility of using infrastructure surtax revenue for purchase of a 2014 fire truck by the Town of LaCrosse to replace a defunct fire truck and offer the following analysis.

**Issue:** The broad legal issue is whether this use of the Surtax proceeds represents an impermissible diversion of tax revenues from the purposes for which they were collected to another use.<sup>1</sup> The second issue is whether this fire truck purchase would have "countywide significance."

**Short Answer: (1)** A fire truck is expressly defined as "infrastructure" and therefore permitted in the surtax enabling statute, Section 212.055(2), Florida Statutes. In addition, there is a sufficient nexus between the County Commission's list of the project types to be funded and a fire truck to deem this proposed use eligible. And finally, a fire truck is a "basic requirement" for a fire station. AGO 99-70<sup>2</sup>. **(2)** The Town of LaCrosse is under contract with Alachua County to provide fire services to District 22, a territory much larger than just the Town. In addition, fire suppression has countywide significance by

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<sup>1</sup> See, Supreme Forest Woodmen Circle v. Hobe Sound Company, 189 So. 249 (Fla. 1939); Dickinson v. Stone, 251 So. 2d 268, 273-274 (Fla. 1971).

<sup>2</sup> Canals and retention pond "basic requirement" of efficient drainage program and have appropriate nexus to be considered valid transportation expenditure using gas tax revenue. AGO 99-70 (Nov. 9, 1999)



containing the spread of fire as conflagration knows no geopolitical boundaries, as Western states have observed.

**Discussion:** The starting point for analyzing authorized uses is the enabling statute, Section 212.055(2), Florida Statutes, to determine the permissible uses for local infrastructure surtax proceeds and to rule out expressly impermissible uses. Section 212.055(2)(d)1.b. defines the term “infrastructure” to mean

“A **fire department vehicle**...or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.”

§ 212.055(2)(d)1.b., Florida Statutes  
(emphasis added)

At first blush, a fire truck would be eligible under the statute if, as the Town of LaCrosse represents, the 2014 model has a life expectancy of at least 5 years. However, examination of the implementing local Ordinance is necessary to determine the scope of uses approved by the County Commission for infrastructure surtax proceeds.

The County Commission adopted Ordinance 2022-08 (the “Ordinance”) on March 22, 2022, directing a referendum at the November 8, 2022, election to repeal the Wild Spaces/Public Places (“WSPP”) Surtax and replace it with the new 1.0-cent Infrastructure Surtax. The voters approved the referendum.

The ballot title and ballot summary approved by the County Commission included the language “...**construct and renovate fire stations and other public facilities**;...”. Ordinance, § 8 (b). This ballot language was approved to comply with the requirement in Section 212.055(2)(b), Florida Statutes, to place on the ballot “[a] statement which includes a brief general description of the projects to be funded by the surtax...”. Accordingly, the ballot language generally identifies fire stations as a target public facility for which the County Commission intended to use surtax proceeds.

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Notably, the “statute requires only a general description of the projects to be funded, thus giving local governments some leeway in describing the type of projects to be funded rather than requiring a description of the project itself.” Fla. AGO 2000-06 (2000)(emphasis added).

There is no language in the Ordinance expressly disqualifying surtax expenditures on basic requirements to have a functioning fire station, i.e. a fire truck. There is support for this essential nexus approach in the interpretations by the Florida Attorney General of similar questions. In one case, providing adequate drainage canals or a retention pond was found to be a valid transportation-related expenditure for use of gas tax proceeds because it was a “basic requirement” of an efficient road drainage system and therefore had an “appropriate nexus.” Fla. AGO 99-70 (1999). In contrast, stand-alone sidewalks or bike paths unrelated to road construction were found to not be appropriate for gas tax funding. Id.

In its legislative findings, enumerated in the preamble to the Ordinance, the County Commission concluded the surtax proceeds could be used for uses beyond Wild Spaces Public Places, “...including but not limited to the following: ...and all other processional and related cost to finance, plan, construct and reconstruct or improve public facilities that have a life expectancy of 5 years or more;...”. Ordinance, at 2.

The Town of LaCrosse has applied for a matching grant under Section 5 of the Ordinance, which sets forth Alachua County’s Non-Recurring Municipal Partnership Program. Each of the nine municipalities in Alachua County may apply for and receive matching grants for qualifying uses of Surtax proceeds. The requested LaCrosse grant would fund purchase of a 2014 fire truck under § 5.b.ii “Other Infrastructure Uses” of the Ordinance. Section 5.b.ii refers to Section 4.b of the Ordinance for the authorized uses. Section 4 of the Ordinance [Uses of Surtax Proceeds] states in pertinent part:

The proceeds of the Surtax levied by this Ordinance shall be used by Alachua County and the municipalities located within Alachua County only as follows:

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...

b. Other Infrastructure Uses. Fifty Percent (50%0 of the Surtax proceeds shall be used for the following:

...

ii. To construct and renovate fire stations and other Public Facilities;

For purposes of applying the Ordinance, it is undisputed that a fire station is a type of public facility that is used for a particular purpose, i.e. firefighting. The plain meaning of “facility” incorporates the equipment used for the particular purpose of the facility.<sup>3</sup> Accordingly, Surtax proceeds may be used to purchase this eligible and basic piece of equipment for the fire station. In short, it is a “basic requirement” of a fire station to have a fire truck.

Further support for this position may be found in several Florida Attorney General Opinions and Florida case law, to wit:

A sales Surtax may be used to “**replace**, perform major repair of, or renovate long-term fixed assets in a public facility, such as machinery and **equipment** in order to materially extend the property’s useful life or improve its functional use. This includes the acquisition of equipment necessary to implement the improvements.” Fla. AGO 2016-02 (March 10, 2016)(emphasis added). The Attorney General opined that a fixed asset must have a life expectancy of five years or more to satisfy the requirements of section 212.055(2), Florida Statutes. Id.

Replacing obsolete emergency generators and uninterruptable power source units and the electrical system upgrades needed to ensure proper functioning of the equipment were found to constitute “infrastructure” under Section 212.055(2), Florida Statutes, which may be acquired with infrastructure surtax funds. Fla. AGO 2016-02 (Mar. 10, 2016).

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<sup>3</sup> *Cambridge Dictionary* defines “facilities” as “the buildings, equipment, and services provided for a particular purpose.” *Oxford Languages* defines “facility” as “a place, amenity, or a piece of equipment provided for a particular purpose.”

# HV

The Florida Supreme validated a bond issue for which infrastructure surtax revenue was to be the sole source of repayment where a road project included an inseparable \$2.1 million fountain, reasoning the overall roadway improvement project promotes public health and safety. Boschen v. City of Clearwater, 777 So.2d 958 (Fla. 2001).

While the Town’s proposed fire equipment will not *per se* extend the physical life of the Town’s fire station building, it may be expected to materially preserve and extend the station’s functional use. In other words, without it, the particular purpose of the public facility (i.e. firefighting) will cease, the public investment in the facility will be lost and a crucial public service required of the Town<sup>4 5</sup> for public safety and welfare will end.

## **“Countywide Significance” Test**

The second issue in this analysis is whether the purchase of a fire truck by the Town of LaCrosse using Surtax proceeds would “have countywide significance,” as required under the Partnership Program for Other Infrastructure Uses. Ordinance, § 5(b)ii. The County Commission determines whether the countywide significance test is met in its sole discretion. Id.

The Town of LaCrosse is a party to the *Interlocal Agreement for Fire Suppression & First Response EMS/Rescue Services Between Alachua County and the Town of LaCrosse*, dated September 23, 2024 (A copy of the interlocal agreement is attached as **Ex. A**). The agreement means LaCrosse is a Service Provider within the Alachua County Fire Services Network, defined as a

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<sup>4</sup> “It is axiomatic that the Government must provide all citizens of the County such general public services as police, courts, libraries and **fire protection...**”. Collier County v. State, 733 So.2d 1012 (Fla. 1999)(quoting the lower court’s analysis with which the Supreme Court agreed).

<sup>5</sup> In construing “municipal purpose” in the context of a city incurring contract indebtedness without a referendum, the Florida Supreme Court held that acquiring a **fire boat** and **mobile fire station** to protect the property of its inhabitants, waterfront docks, electrical generating plants and other like facilities constitute a municipal purpose, “a sorely needed facility to be used in the discharge of a necessary, basic and essential governmental requirement imposed on the city, that it protect the life, safety and property of its inhabitants.” City of Jacksonville v. Savannah Mach. & Foundry Co., 47 So.2d 634 (Fla. 1950).

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“countywide 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.” **Ex. A**, at 1, 2. The Town “shall provide the initial response and support to all fire suppression and EMS/rescue incidents throughout Alachua County” as dispatched “irrespective of political boundaries.”

The Town’s responsibility under the interlocal agreement, according to the Town’s *Joint Infrastructure Surtax Projects Application (Ex. B)*, is “to provide fire services to 84 square miles of Alachua County Fire District 22 ...”. Available online information indicates the Town of LaCrosse encompasses less than 5 square miles, meaning its fire service are significant to the County’s coordinated Fire Services Network beyond just the Town’s limits.

Sincerely,

/s/ PATRICE BOYES, ESQ.

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Patrice Boyes, Esq.

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

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 Town of LaCrosse, 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 2024.

**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.

**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, 2024, and shall remain in effect until terminated by agreement of the Parties or as otherwise provided herein. This Agreement supersedes and replaces all 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 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 apparatuses responding.
- F. Battalion 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.

**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 *II*, Florida Statutes. In addition, paid personnel shall be certified emergency medical technicians or paramedics.
  3. The City 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. The city shall provide written documentation verifying all paid and volunteer staff are covered by workers compensation.
  4. The responding Engine, Brush, or Squad unit(s) shall be staffed with two (2) personnel; Tanker may be staffed with one (1) person.
  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 County acknowledges the difficulty to which the City has had in achieving an ISO Class 9 rating. The County accepts the terms of the agreement as long as the City continues to work towards achieving an improved ISO rating.

For the purpose of this subsection, the City shall provide ACFR copies of any correspondence received from ISO which indicates a minimum rating greater than 9 within 30 days of receipt.

8. The City's Fire Department shall be responsible for first response fire and EMS within the department's City limits, 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 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.

#### **Section 4. 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 ACFR Fire Chief.

#### **Section 5. Equipment, Training and Staff.**

- A. The City 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 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.
- C. 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.
- D. 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.
- 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 membership and access fees shall be the responsibility of the department, not ACFR.
- F. The City shall provide to ACFR a list of all active paid and volunteer members who provide fire suppression & first response EMS/rescue services on a quarterly basis, including documentation of qualifications meeting Section 3(C)(2) of this Agreement.
- G. The City shall provide a daily roster to the Combined Communications Center (CCC) of all on-duty members who will be responding to calls at shift change each morning.

#### **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 City units have already responded to a request for mutual aid with another agency that the City 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 the City Fire Department for exclusive use when responding to incidents dispatched by Alachua County. The actual number of radios provided shall be determined by the ACFR Fire Chief 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 Trunked Radio System (TRS).
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 TRS access fees for additional City owned TRS-capable portable and/or 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 9. Payment.**

- A. The County shall pay the City for services provided to the County identified in this agreement in accordance with the following:
1. The total number of incidents for service provided by the City to unincorporated Alachua County, and municipalities where ACFR is designated as the first response fire suppression and EMS provider.
  2. Payments shall be based on the previous calendar years responses, January 1 - December 31<sup>st</sup>. For example, FY 25 payment shall be based upon responses that occurred from January 1, 2024, through December 31<sup>st</sup>, 2024.
  3. Each incident for service (Tier 1) shall be compensated at a rate of \$734.59 per incident.
  4. The City Fire Chief and ACFR Fire Chief, or their designee, shall confer annually

between January 1 and March 1, to confirm the compensable number of incidents from the previous calendar year, allowing both entities to properly budget for the following fiscal year.

- B. Payments to the City shall be made in twelve (12) equal payments made on a monthly basis in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30<sup>th</sup> 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. 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.
- E. The City shall reciprocate payment per incident, at the same rate that the County pays per Section 9.A.3 and 4, to the County when County fire apparatus (excluding rescue and command) are dispatched within the municipal boundaries of the City. Compensable incidents shall be netted against the total incidents provided by the City from 9.A.1 on an annual basis.
- F. Notwithstanding any provision to the contrary, after September 30, 2024, 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 31<sup>st</sup> 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, 2024, and shall remain in effect from year-to-year until midnight September 30, 2026, and unless otherwise 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 termination, 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 31<sup>st</sup> 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 termination.
- C. Either party may terminate this Agreement for convenience by providing written notice of termination to the other party. Written notice of termination for convenience shall be submitted by October 1<sup>st</sup> and the effective date of which shall be the following September 30<sup>th</sup>.

#### **Section 12. Insurance.**

- A. The County represents that it is self-funded for liability insurance in accordance with Section 768.28, Florida Statutes. The County 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, Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation.
- B. 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, Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation.
- 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 13. Indemnity**

- A. 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

- B. 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.
- C. Nothing contained herein shall constitute a waiver by either Party of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

**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 ACFR Chief and City Manager.

**Section 16. Filing of Agreement.**

The County, upon execution of this Agreement, shall file the same with the Clerk.

**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:

Michele Lieberman, County Manager  
Alachua County, Florida

\_\_\_\_\_  
\_\_\_\_\_

PO Box 2877  
Gainesville, FL 32602-2877

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

\_\_\_\_\_  
\_\_\_\_\_  
Office of Management and Budget  
105 SE 1<sup>st</sup> Avenue, Suite 6  
Gainesville, Florida 32602  
ATTN:

**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 Town of Lacrosse on the respective dates beneath each signature.

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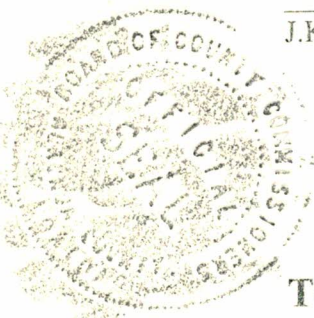
**ALACHUA COUNTY:**

BOARD OF COUNTY COMMISSIONERS  
ALACHUA COUNTY, FLORIDA

By: *Mary C. Alford*  
Mary C. Alford, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST:

*Jess Irby*  
J.K. "Jess" Irby, Esq. Clerk



(SEAL)

APPROVED AS TO FORM

*[Signature]*  
Alachua County Attorney

**TOWN OF LACROSSE:**

TOWN OF LACROSSE

By: *C. Diane Dubberly*  
Diane Dubberly, Mayor  
Town of LaCrosse  
Date: September 23, 2024

ATTEST:

*Cynthia Stalgin*  
Clerk

(SEAL)

APPROVED AS TO FORM

*John M. M... [Signature]*  
Town of LaCrosse Attorney



For staff use only

Date Received: \_\_\_\_\_

Date Approved: \_\_\_\_\_

## Joint Infrastructure Surtax Projects Application

Please complete one form for each proposed project. Please check one:

\_\_\_\_\_ Wild Spaces & Public Places (not to exceed \$333,333)

\_\_\_\_\_ Infrastructure (not to exceed \$333,333)

Municipality: \_\_\_\_\_

Primary Contact First/Last Name: \_\_\_\_\_

Primary Contact Daytime Phone Number: \_\_\_\_\_

Primary Contact Email Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Project Address/Location: \_\_\_\_\_

Estimated Project Cost: \$ \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Who will benefit from the project:

Local Significance of Project to your Municipality:

County-Wide Significance of Project (optional – attach plans/drawings/maps):