

## Fire Protection Services Agreement

This Fire Protection Services Agreement (the "Agreement") made and entered into the 5<sup>th</sup> day of May, 2015, by and between Effingham County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "County", and the City of Springfield, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as the "City":

### **Witnesseth:**

WHEREAS, the Constitution of the State of Georgia of 1983, Article IX, Section 3, Paragraph 1 provides that municipalities and counties of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, the County and City are authorized by law, including Ga. Const. Article IX, Section 2, Paragraph 3 to undertake or provide the activities, services and facilities governed by this Agreement; and

WHEREAS, the County and City are mutually concerned about the provision of fire protection and rescue services within the unincorporated areas of the County and within the corporate boundaries of the City, and are mutually concerned about the funding of such services; and

WHEREAS, the County and City desire to protect the safety and welfare of their citizens and desire to assist their citizens in obtaining economical and adequate fire protection and rescue services; and

WHEREAS, the County and City are mutually interested in engaging in a cooperative effort to provide fire protection and rescue services within the unincorporated areas of Effingham County and within the corporate boundaries of the City; and

WHEREAS, in order to ensure the efficiency of fire and rescue services, which are critical services, in the most cost-effective manner, and at the safest level attainable, the City and County desire to enter into an Agreement under which the City provides funds and assets, in exchange for which the County will provide personnel and resources to operate fire stations and fire and rescue apparatus to ensure proper fire protection and rescue services are provided to the inhabitants of the City of Springfield and the unincorporated areas of the County currently served by the City of Springfield; and

WHEREAS, the Effingham County Board of Commissioners reviewed this Agreement and authorized its Chairman to sign this Agreement at the May 5, 2015 meeting of the Board of Commissioners; and

WHEREAS, the Mayor and Council Members of the City of Springfield reviewed this Agreement and authorized the Mayor to sign this Agreement at the May 12, 2015 meeting of the Mayor and Council of the City of Springfield.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements made herein, the County and City do hereby mutually agree as follows:

1. **Definitions**

- A. "City" shall mean the City of Springfield, Georgia;
- B. "County" shall mean Effingham County, Georgia;
- C. "ECFR" shall mean the Effingham County Fire Rescue Department, which is a department of Effingham County, Georgia;
- D. "Primary Responder" shall mean the emergency and/or fire suppression service that will be the initial responder to a fire, medical or other emergency;
- E. "ISO" shall mean the Insurance Services Office, Inc.;
- F. "Effective Date of this Agreement" shall be the first day of July following the approval of this Agreement by the governing authorities of the City and County; and
- G. "Career Employee" shall mean any employee of the City that works forty (40) hours per week for the Springfield Fire Department.

2. **Provision of Fire and Rescue Services**

- a. The County, through the ECFR, shall perform and provide within the municipal boundaries of the City and within the unincorporated areas of the County currently served by the City, all such fire and rescue services as may be required by law and as may be necessary, and shall perform all actions pertinent thereto, including, but not limited to:
  - A. Provide personnel and all gear and equipment necessary to operate fire stations and provide fire and rescue services within the unincorporated area of Effingham County and within the corporate boundaries of the City of Springfield;
  - B. Respond to all fire, rescue, and first responder emergencies and alarms within the unincorporated area of Effingham County and within the corporate boundaries of the City of Springfield as expeditiously as possible upon being dispatched;
  - C. Conduct public programs on fire safety education as required by law;
  - D. Take such actions as may be necessary and appropriate to achieve a target ISO rate of 4/4Y, any other target ISO rating to be mutually agreed upon by a joint resolution of the County and City;
  - E. Provide pre-fire planning services;
  - F. Ensure that firefighters attain the minimum number of training hours annually, as required by the State of Georgia;
  - G. Provide all necessary documentation to the appropriate agency or agencies demonstrating that all firefighters have attained the minimum number of training hours annually, as required by the State of Georgia;
  - H. Train and register all rescue personnel as required by the Georgia Emergency Management Agency;

- I. Register all fire and fire rescue trucks with the Georgia Emergency Management Agency or list as a support unit to a current license holder;
- J. Provide detection and preservation of evidence in suspected arson cases;
- K. Assist with or arrange for testing, inspection and maintenance of water sources used for fire suppression, and collaborate with the respective public works departments of the County and City, as well as with private water providers, to ensure they are notified prior to performing such testing, inspection and maintenance;
- L. Cooperate and participate in joint training exercises at least biannually as jointly scheduled by the ECFR Fire Chief and Fire Chiefs of the municipalities located within the County;
- M. Review construction plans for life safety, and submit such plans to the State of Georgia Fire Marshall's office when necessary;
- N. Provide hazardous material response and mitigation; and
- O. All fire and rescue services provided by the County within the unincorporated area of Effingham County, now or in the future.

3. **Fire Station Operations**

Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations with respect to location, operation, maintenance, and staffing of all fire stations.

4. **Equipment and ECFR Operations**

Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations related to equipment and apparatus of the ECFR, and shall be solely responsible for the managerial and operational control of employees and volunteers of the ECFR.

5. **Payments**

Commencing upon the Effective Date of this Agreement, and throughout the time this Agreement is in effect, all current fire-related Service Delivery payments from the County to the City will cease, and the City agrees to charge and collect, or cause to be collected, from the owners of each parcel/structure located within the municipal boundaries of the City, a fee for the provision of fire and rescue services to the citizens and inhabitants of the City at an amount equivalent to that which the County charges in the unincorporated area (hereinafter "fire fees"). In alternative the City may elect to remit to the County from sources other than fire fees, an amount equivalent to the fire fees which would be collected by the City. In the event the County changes the fee structure that it currently charges for the provision of fire services (i.e., no longer charges uniform fees), within 180 days of the date on which such change is effective, the County and City shall mutually agree in writing upon the Fire Fees that the City would charge. If no agreement is reached during that 180 day period, then the lowest rate charged by the County shall apply. The City expressly reserves the right to assess no Fire Fees, or to assess

Fire Fees in an amount higher or lower than the County would assess, and reserves the right to assess Fire Fees upon entities that the County would not assess such fees, provided however that the City expressly agrees it will not assess such fees upon property owned by the County, unless such fees are assessed on property owned by the City. The City Fire Fees referenced in this paragraph shall be remitted to the County by the 15<sup>th</sup> day of the month following the month in which the Fire Fees were or would be collected.

6. **Funds from Service Delivery Agreement**

Upon the Effective Date of this Agreement, the City agrees it will not request, demand or negotiate funds under the current approved Service Delivery Agreement as it relates to City and County Fire Services, unless agreements with other parties present a clear inequity in funding as it relates to Fire Services.

7. **Employees**

The County agrees that current Career Employees (as defined in Section 1 of this Agreement) of the City of Springfield Fire Department shall be entitled to become employees of the County/ECFR. Compensation of current City Career Employees shall commence at levels indicated below. The current applicable County base compensation levels per the pay grades approved by the Board of Commissioners are as follows for transferring the following three (3) positions:

- Firefighter 1: \$13.15 per hour;
- Firefighter 1: \$13.15 per hour; and
- Battalion Chief: \$ 22.50 per hour.

Career Employees who choose to become employees of the County/ECFR will be afforded the following based on the Effingham County Standards of Practice:

- Eligibility for medical benefits and the cafeteria options (including, but not limited to, health insurance and disability) will commence on the first day of the month following the first thirty (30) days of employment;
- The City may, in its discretion, provide medical benefits and cafeteria options (including, but not limited to, health insurance and disability) to Career Employees until the date on which Career Employees become eligible to receive such benefits from Effingham County;
- Eligibility for participation in the County retirement programs will be based on the stipulations within plan document(s) per individual which includes review of previous employment for vesting purposes in all plans if applicable;
- Accrued and unused paid time off at the City will be paid out in each of the Career Employee's final paychecks from the City of Springfield;
- County personal leave accrual for Career Employees is earned on a biweekly basis in proportion to the length of continuous employment after one month of employment. Accrual will be 13

days ( 104 hours) annually or at the prevailing level approved by the Board of Commissioners in the Effingham County Standards of Practice;

- The date of separation for the Career Employees from the City will be July 1, 2015; and
- The date of hire by the County of the Career Employees will be July 1, 2015.

8. **Volunteers**

The County acknowledges and agrees that volunteers are and will remain a vital component of the provision of fire and rescue services in the corporate boundaries of the City and in the unincorporated areas of the County, and agrees that current volunteers of the City of Springfield Fire Department shall be afforded the opportunity to serve as volunteers of the ECFR. The County and City agree that, in order to become employees or volunteers of the ECFR, all current volunteers and career employees of the City of Springfield Fire Department must satisfy all applicable County and ECFR standards and review. The County agrees that it will actively recruit, train and develop retention procedures for volunteer firefighters who serve the ECFR and operate within the corporate boundaries of the City and/or the County. The County agrees that volunteers of the City of Springfield Fire Department who agree to volunteer for the ECFR will be afforded all rights, privileges and permissions afforded to current County volunteers without regard to any limitations currently imposed on volunteers by the City of Springfield Fire Department.

9. **Construction of Fire Station; Lease Terms; Equipment Purchase; Staffing**

The City agrees that within one year of the Effective Date of this Agreement, it shall commence construction of a fire station within the City's corporate boundaries, which shall be capable of serving as a fire and rescue headquarters, and shall ensure completion of construction within a reasonable time thereafter. Upon completion, the City will lease the fire station to the County for \$1.00 per year until such time as this Agreement is terminated or modified in accordance with the terms of this Agreement. The lease will contain terms including that the County will assume all costs associated with the fire station (including but not limited to property and liability insurance), and the County will assume all costs associated with the maintenance and upkeep of the fire station. In exchange, the County agrees to purchase all of the City's rights, title and interest in its fire suppression and first responder equipment, which is more fully described in "Exhibit A", attached hereto and incorporated herein by reference, to the County, for \$600,000, such amount to be paid per the following schedule: payment in the amount of \$200,000 within thirty days of the Effective Date of this Agreement; and then \$100,000 every 12 months thereafter until paid in full. The County and City agree that the amount the County will pay pursuant to the terms of the lease described herein is for far less than the fair market rental value of such property. The County shall be responsible to pay the cost of maintaining and up keeping all of the fire suppression and first responder equipment described in Exhibit A, and shall be responsible to pay the cost of all property and liability insurance for such fire suppression and first responder equipment described in Exhibit A. The County further agrees to provide personnel, apparatus and equipment, and to operate and maintain the fire station described in this paragraph. This fire station will house a minimum of one (1) two man engine company, twenty-four (24) hours per day, seven (7) days per week, unless otherwise specified in

a writing approved by the governing authorities of the City and County. The County and City agree that failure of the County to satisfy the terms of this paragraph shall constitute a material breach of the Agreement.

10. **Annexation of County Fire Station**

The County agrees that if it constructs a fire station at a location not being operated as such on the Effective Date of this Agreement, within one-half (1/2) mile of the City's corporate boundaries existing on the Effective Date of this Agreement, the County shall take all steps necessary to authorize and enable the City to annex the property on which such fire station is located into the City of Springfield.

11. **Primary Response Area**

The personnel stationed at any fire station located in the corporate boundaries of the City shall serve as primary responders to fires and emergencies originating within the corporate boundaries of the City, and to fires and emergencies originating in other incorporated and unincorporated areas of the County as required or needed.

12. **ECFR Fire Chief Attendance at City Council Meetings**

The ECFR Fire Chief will, unless unavailable, attend any City Council Meeting upon request of the City Council or City Manager to inform, educate or provide information about the County's provision of fire and rescue services, and about its obligations and performance under the terms of this Agreement. Within the first 12 months of the Effective Date of this Agreement, the ECFR Fire Chief (or his designee) shall attend City Council meetings once per month to update the City on the progress of compliance with the terms of this Agreement, and the transition contemplated herein. Thereafter, the ECFR Fire Chief (or his designee) shall attend City council meetings on a quarterly basis, to report on the status of the transition and on the fire and rescue services being provided by ECFR.

13. **Term**



The initial term of this Agreement shall be for three (3) years commencing on the Effective Date and terminating at midnight three years thereafter. The Agreement shall automatically renew for successive one (1) year terms, annually, unless either party notifies the other in writing, at least ninety (90) days prior to the termination date of the then-existing term, of its intent not to renew the Agreement.

14. **Termination by Material Breach**

This Agreement may be terminated for any material breach of this Agreement by either party, provided that the following procedures are adhered to: The Party alleging a breach ("Charging Party") shall notify the other party ("Breaching Party"), in writing, within forty-five (45) days of the alleged breach, providing as much information as possible regarding the alleged breach, including all available documentation related thereto. The Breaching Party shall respond in writing within fifteen (15) days of receipt of Charging Party's breach allegation, setting forth how

the alleged breach will be remedied (or specifying why there was no material breach). An agreement regarding remediation of the alleged breach (or an agreement that there was no breach) must be agreed upon in writing by the City and County within sixty (60) days of receipt of Breaching Party's response, or within a longer period of time, if agreed upon in writing by the parties. If no agreement is reached within said period of time, the County and City acknowledge and agree that the Agreement will be terminated, effective on the 30th day of June of the year in which the Charging Party alleges a breach, provided that notice of the alleged breach is given 75 days prior to June 30th of that year (if not, then the termination date will be effective on the 30th day of June of the following year). For the purposes of this Agreement, a "material breach" includes any action or inaction in conflict with the obligations set forth in this Agreement.

15. **Effect of Termination**

Subject to the notice provisions contained in this Agreement, if the Agreement is not renewed, or is terminated by either party during the initial 3 year term of the Agreement, or the Agreement is terminated for breach, all agreements and obligations set forth in this Agreement shall terminate on June 30th at midnight, except that the County will continue to bear financial responsibility for any purchases it has made as a result of this Agreement. In the event of such termination, the City of Springfield's fire service area shall be the same as in place the day before the Effective Date of this Agreement, unless circumstances clearly indicate that, in the sole discretion of the governing authority of the City of Springfield, it is in the best interests of the residents of that service area, for it to be otherwise.

16. **Fire Service Delivery After Termination**

Subject to the notice provisions contained in this Agreement, if the Agreement is not renewed or is terminated by either party after the initial 3 year term of the Agreement, the County agrees to amend the fire service delivery maps and enter into the necessary automatic aid agreements with the City that are in the best interests of the residents of the City of Springfield and any other County residents in the areas surrounding the City.

17. **Party to Fire Service Delivery Agreements**

For so long as this Agreement is in effect, (which is agreed to include any renewals and any modifications, amendments or addendums to the Agreement), the County agrees to make the City a party to any Fire Service Delivery Agreements between the County and any other municipalities of Effingham County, and in exchange, the City shall not be entitled to any Fire Service Area outside of its municipal boundaries.

18. **Assignment**

This Agreement cannot be assigned without the prior written consent of both parties.

19. **Fire Service Outside the City**

Nothing in this Agreement shall be construed as to prevent or curtail the ability of the County to provide fire services within the unincorporated areas of the County or any other municipality that has contracted or contracts with the County for Fire Services.

20. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Georgia.

21. **Arbitration**

Unless otherwise agreed in writing by both Parties, any controversy arising out of the execution of this Agreement, or relating to this Agreement or any alleged breach thereof, shall be submitted to and settled by arbitration pursuant to the rules, then in effect, of the American Arbitration Association. The parties thereto, and all who claim under them, shall be conclusively bound by such arbitration. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

22. **Entire Agreement and Modification**

This Agreement constitutes the entire Agreement between the County and City, and no modification of this Agreement shall be binding unless the same is reduced to writing, approved by the governing authority of each party, and signed by an authorized designee of the County and City.

23. **Release of Liability**

The County agrees to hold the City harmless from any and all liabilities, claims, expenses, demands, rights, or causes of action of any kind or nature, and for attorney's fees, costs and judgments arising out of any claims, demands or suits arising from or by reason of the ownership or maintenance of fire and rescue equipment and vehicles, and/or arising from or by reason of the provision of fire protection services of whatever nature.

24. **Severability**

Should any part or provision of this Agreement be declared invalid by a court having competent jurisdiction, then the other parts or provision shall remain in full force and effect unless amended by mutual agreement of the parties.

25. **No Creation of Legal Entity**

It is acknowledged and agreed that this Agreement does not create a separate legal entity or public body corporate.

26. **Notices**

Any written notice required or permitted in this Agreement shall be given by first class mail addressed to the clerk of the respective parties as follows:



If to City:  
City Clerk  
City of Springfield  
P.O. Box 1  
Springfield, GA 31329

If to County:  
County Clerk  
Effingham County of Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329

27. **Headings**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.


IN WITNESS WHEREOF, the City and County have caused this Agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto as of the date and year first written above.

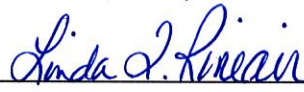
BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

CITY OF SPRINGFIELD  
EFFINGHAM COUNTY, GEORGIA

  
Wendall Kessler, Chairman

  
Barton A. Alderman, Mayor

Attest:   
County Clerk

Attest:   
City Clerk

