

Fire Protection Services Agreement

This Fire Protection Services Agreement (the "Agreement") made and entered into the 17th day of September, 2019, by and between Effingham County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "County", and the City of Guyton, 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 Guyton and the unincorporated areas of the County currently served by the City of Guyton; and

WHEREAS, the Effingham County Board of Commissioners reviewed this Agreement and authorized its Chairman to sign this Agreement at the September 17, 2019 meeting of the Board of Commissioners; and

WHEREAS, the Mayor and Council Members of the City of Guyton reviewed this Agreement and authorized the Mayor to sign this Agreement at the September 10, 2019 meeting of the Mayor and Council of the City of Guyton.

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 Guyton, 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 date this Agreement is approved by the governing authorities of the City and County and said shall be inserted in the first paragraph of this Agreement; and
- G. "Career Employee" shall mean any employee of the City that works forty (40) hours per week for the Guyton 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 Guyton;
 - 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 Guyton 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, or 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. Provide detection and preservation of evidence in suspected arson cases;
- J. Assist City 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;
- K. Review construction plans submitted to the City for life safety, and submit such plans to the State of Georgia Fire Marshall's office when necessary;
- L. Provide hazardous material response and mitigation; and
- M. All fire and rescue services provided by the County within the unincorporated area of Effingham County, now or in the future, shall be provided in the City.

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. The County shall have the option to construct an Effingham County fire station within the Guyton city limits. The decision to construct a fire station within the city limits will be at the sole discretion of the County. If an Effingham County fire station is constructed in the city limits, the station will be owned and operated by the County even if this Agreement is terminated at a later date.

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, the County 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"). The County shall collect the fire fees on the annual real property tax bills. The County and City agree to amend this Agreement if they mutually agree on a different way to charge and collect fire fees.

6. **Employees**

The County agrees that one Career Employee (as defined in Section 1 of this Agreement) of the City of Guyton Fire Department shall be entitled to become employees of the County/ECFR.

Compensation of the one City Career Employee shall commence at the level 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 one (1) position:

- Firefighter 1: \$13.54 per hour.

The Career Employee who chooses to become an employee 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 Guyton;
- 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 09/17/2019; and
- The date of hire by the County of the Career Employees will be 09/18/2019.

7. **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 Guyton Fire Department shall be afforded the opportunity to apply 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 Guyton Fire Department must satisfy all applicable County and ECFR standards and review. The decision to retain a volunteer of the City of Guyton will be at the sole discretion of the County. 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.

8. **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.

9. **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.

10. **Term**

The term of this Agreement shall commence on the Effective Date and terminate at midnight on June 30, 2020. 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.

11. **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.

12. **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 term of the Agreement, or the Agreement is terminated for breach, all agreements and obligations set forth in this Agreement shall terminate on ~~June~~ 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 Guyton'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 Guyton, it is in the best interests of the residents of that service area, for it to be otherwise.

13. **Assignment**

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

14. **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.

15. ~~**No Bar to City Fire Department**~~

~~Nothing in this Agreement shall be construed so as to prevent the City of Guyton from continuing to operate its Fire Department should it, in its sole discretion, elect to do so.~~

Strike
This



16. **No Changes to the Service Delivery Strategy or Provisions of Consent Order**

This agreement shall change the Service Delivery Strategy in that it replaces the previous agreement for fire service only. However, it shall not relieve the obligations of the city nor the county in the previous Service Delivery Strategy or the Consent Order of 2011.

17. **Governing Law**

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

18. **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.

19. **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.

20. **No Creation of Legal Entity**

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

21. **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 Guyton
310 Central Blvd.
Guyton, GA 31312

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

22. **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**




Wesley Corbitt, Chairman

Attest: 

County Clerk

**CITY OF GUYTON
EFFINGHAM COUNTY, GEORGIA**



Jeff Laiscy, Mayor

Attest: 

City Clerk