

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this ____ day of November 2021, by and between THE CITY OF SOUTH FULTON, GEORGIA, a municipal corporation of the State of Georgia (referred hereto as "the City") and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (referred hereto as "the County").

WITNESSETH

WHEREAS, the City and County have contiguous boundaries; and

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City is a municipality organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3 prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement or as otherwise provided by law; and

WHEREAS, the County and City desire to enter into this Intergovernmental Agreement ("Agreement") for the City to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within specific boundaries of the County ; and

WHEREAS, the County and the City are determined to provide the best possible protection to their citizens to prevent disastrous incidents from occurring and maximize lifesaving and property-saving opportunities when disastrous incidents do occur by sharing and using their resources in the most effective and efficient manner possible; and

WHEREAS, the City maintains and staffs a fire department for fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services; and

WHEREAS, the City owns and maintains fire suppression, protection, prevention, rescue, emergency medical response, hazardous material response, technical rescue and ancillary fire services and support equipment; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

PURPOSE AND INTENT- 1.0

1(a): The purpose of this Agreement is for the City to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within specific areas of the County, as defined in Addendum A to this Agreement, retroactively beginning on the 1st day of April 2021

1(b): The City, therefore, agrees to provide the specific areas of the County with services consistent with the overall quality of services provided throughout the City. Those services provided by the City will include, but not be limited to:

1(b)(1): Public education and safety services in the specific areas of the County covered by this Agreement which is consistent with those provided in other areas of the City;

1(b)(2): Operation consistent with the City's Fire Rescue Standard Operating Procedures.

1(b)(3): Inspection and enforcement of the County Fire Codes within the area defined in Addendum A, via a designated Fire Marshal. Any fines or fees charged pursuant to these functions will be remitted to the City; and

1(b)(4): Operation in conjunction with the County Information Technology Infrastructure, including but not limited to RMS and fire applications.

1(c): The County will pay for the costs of providing such services as agreed upon within this Agreement and cooperate with the City in the provision of these fire rescue services.

TERMS AND DEFINITIONS - 2.0

For the purposes of this Agreement, the following terms shall be defined as:

2(a): *Call-For-Service* means a request received from the public through the 911 system requiring a Fire Department Services response or assistance.

2(b): *Fire and Rescue Department Services* means fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services provided by City Fire Department members.

2(c): *Fleet and Rescue Maintenance* means preventative maintenance, safety inspections and minor repairs for City fire trucks other motor vehicles, facilities, and equipment operated for the purpose of fulfilling obligations under this Agreement.

TERM OF AGREEMENT -3.0

3(a): This Agreement shall be effective retroactively beginning April 1, 2021 and ending on December 31, 2021. This Agreement may renew on January 1st of each successive year for up to two (2) years only by written consent of the parties. This Agreement may not be renewed or enforced beyond December 31, 2023. Renewal of this Agreement shall require written notice by both the County and the City and shall not be automatic.

3(b): Nothing in this article shall preclude termination pursuant to section 13.

COMPENSATION - 4.0

4(a): For fire and rescue services to be rendered pursuant to this Agreement, the County shall pay to the City an annual amount of Three Hundred Twenty Five Thousand Dollars and Zero Cents (\$325,000.00) which shall be remitted to the City in monthly payments of Twenty-Seven Thousand Eighty Three Dollars and Thirty Three Cents (\$27,08.33) retroactively starting from April 1, 2021. All invoices shall be submitted to:

Fulton County Department of Finance
141 Pryor Street, SW, Suite 7001
Atlanta, Georgia 30303

4(b): The parties agree that the annual amount of this Agreement is subject to an increase based upon the consumer price index due to the effect of inflation on the real value of money. Should the annual amount need to be modified in any manner, the modification shall be agreed upon by both the County and the City.

4(c): Any grant funds received by the County to operate and maintain fire and emergency equipment will be remitted to the City from the County, as appropriate.

4(d): The City agrees to track and account for all fines and fees recovered by the Fire Marshal as a result of inspections, plan reviews, blasting permits, construction permits and enforcement of the County Fire Codes within the area defined in Addendum A.

4(e): Nothing herein shall operate to bar recovery of funds by either jurisdiction from any state or federal agency under any existing statutes.

CITY FIRE DEPARTMENT SERVICES - 5.0

5(a): The City Fire Department will automatically respond and utilize resources when providing fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance; and first response non-transport emergency medical services in the contiguous geographic service areas of Fulton County defined in Addendum A, on a continual 24-hour per day basis in accordance with Georgia law, County Ordinances and City Ordinances.

5(b): The City Fire Department shall provide the equivalent of comparably equipped unit(s) as determined by ICS-420-1 and existing units being utilized by the County; and staffed with a minimum of three members in each instance of emergency based on local conditions at the time of emergency.

5(c): The City Fire Department units will respond to all calls-for-service within the specific jurisdictional limits of the County identified in Addendum A, as dispatched through the County's 911 system.

5(d): The City Fire Department unit(s) shall be deemed the primary responder in the areas identified in Addendum A and shall make every reasonable effort to meet all existing performance metrics as noted for EMS and Fire with response targets of 7:59 and 8:12 minutes or less respectively while maintaining safe operations, consistent with the departmental average response time.

5(e): The City Fire Department will respond to and render aid in emergency, life-saving and in-progress fire incidents occurring inside the boundaries of the County, and to locations covered by existing County mutual aid agreements.

5(f): The City Fire Department units shall make every reasonable effort to maintain an average emergency response time goal of 8:12 minutes or less, 90% of the time while maintaining safe operations, consistent with the departmental average. The City shall have the opportunity to provide exceptions to response time issues, i.e., natural and man-made disasters, interruption of voice or data transmission, storms and road closures. If the City consistently fails to meet the levels of service outlined herein, which failure has been communicated in writing by action of the Fulton County Board of Commissioners to the City on more than one occasion, the City Fire Chief, City Manager and Fulton County Manager will meet to address the causes and remedies for the response time issues. If the issues cannot be resolved to the County's satisfaction consistent with the terms of this Agreement, the failure to address the service delivery standards specified herein shall be a material breach of this Agreement and serve as a basis for termination of the Agreement at the County's discretion.

ANCILLARY FIRE SERVICES - 6.0

6(a): The City will provide ancillary services to the contiguous geographic service area of Fulton County as defined in Addendum A. In addition to fire suppression and rescue services, the City Fire Department's operations include arson investigation; public education and community risk reduction; safety and member services including training; advanced life support services; hazardous materials amelioration; technical rescue services; homeland security efforts; and other services targeted to prevent accident and injury by raising public awareness of potential fire hazards and by identifying non-compliant situations.

6(b): The City will provide fire safety inspections and fire code enforcement within the contiguous geographic service areas of Fulton County, as defined in Addendum A, during this Agreement. Revenue generated from fire safety inspections shall be remitted to the City.

6(c): During the pendency of this Agreement, the City will provide the same administrative and support services attendant to the operation of a Fire Department.

6(d): The City is financially responsible for the replacement of vehicles or other fire equipment necessary to perform the City's obligations under this Agreement that become damaged or inoperable during the term of this Agreement. Normal wear and tear and maintenance costs are included in the fee paid by the County for fire services.

MANAGEMENT OF FIRE RESCUE SERVICES - 7.0

7(a): The City Fire Chief will direct the daily fire department operations in the area of the County as defined in Addendum A, effectuate the County's fire prevention priorities, manage the delivery of fire department services, and ensure that the comprehensive fire and emergency medical needs of the areas of the County, as defined in Addendum A, are adequately met. The City's Fire Chief, or his/her designee, will coordinate directly with and provide necessary statistical data to the County Manager's designee. The City's Fire Chief, or his/her designee, will provide timely notifications and updates regarding any incident that occurs within the area covered under this agreement to the County Manager's designee upon request.

7(b): All City Fire Department personnel assigned to the service areas of Fulton County defined in Addendum A, as well as any other sworn personnel firefighting and support personnel shall remain under the command of the City's Fire Chief.

7(c): The City Manager will promptly address concerns expressed by the Fulton County Manager, or his/her designee, regarding the performance of fire department personnel pursuant to the City's written personnel policies and procedures.

7(d): In the event the Fulton County Manager becomes dissatisfied with the performance of any sworn or civilian personnel assigned to the County, the County Manager, or his/her designee, shall discuss the concerns with the City Manager, as appropriate. The City Manager shall provide the County Manager with prompt written notice of any resignation, or termination of Fire Department personnel assigned to the services areas of Fulton County as defined in Addendum A.

EQUIPMENT - 8.0

8(a): The City shall provide uniformed firefighters, of any rank, with the City's own standard support equipment necessary to carry out the services functions contemplated by this Agreement.

8(b): The City shall furnish and maintain in good working condition for the benefit of the County, all necessary emergency facilities and equipment necessary and proper to perform the services, duties and responsibilities described in this Agreement.

8(c): The City shall furnish each City fire engine, ladder truck and battalion vehicle with standard support equipment as necessary and appropriate to carry out services contemplated by this Agreement.

RECORDKEEPING AND REPORTING - 9.0

9(a): The City Fire Department will work with the County to address all state record requirements.

9(b): The City shall prepare and deliver quarterly reports to the Fulton County Director of Emergency Management or his/her designee. The reports shall describe the type and number of calls for fire and first responder non-transport emergency medical services responded to by the City Fire Department within the area covered by this Agreement.

9(c): Except as limited by any provision of state or federal law, the County may request, review and access data and City records to ensure compliance with this Agreement.

9(d): The City Fire Department shall document incidents within the area covered by this Agreement using the equipment and records management system (RMS) typically used by the City. The City shall be responsible for all costs associated with the RMS system.

EVENT OF DEFAULT-10.0

An event of default shall mean a material breach of this Agreement follows:

10(a): The City:

1. Repeatedly disregards local priorities established by the Fulton County Board of Commissioners which the City is required to observe by this Agreement and which have been communicated in writing by action of the Fulton County Board of Commissioners to the City on more than one occasion; or
2. The City consistently fails to meet the levels of service outlined in this Agreement which failure has been communicated in writing by action of the Fulton County Board of Commissioners to the City on more than one occasion.

10(b): The County fails to make prompt payment as required in Section 4.0.

10(c): If an event of default occurs pursuant this Agreement, the non-defaulting party shall have the right in its sole discretion to terminate this Agreement pursuant to Section 13.

THIRD PARTY BENEFICIARIES - 11.0

This Agreement shall not be construed as or deemed to be, an agreement for the benefit to any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

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ENTIRE AGREEMENT - 12.0

12(a): This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

12(b): This Agreement shall be the sole instrument for the provision of emergency fire and rescue services between the parties.

TERMINATION -13.0

13(a): Either Party to this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

13(b): Upon termination of this Agreement, the County will be eligible for a pro-rated reimbursement of funds for service(s) not provided under this Agreement.

SEVERABILITY OF TERMS - 14.0

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

GOVERNING LAW-15.0

This Agreement shall be governed in all respects by the laws of the State of Georgia.

IN WITNESS WHEREOF, we have caused this Agreement to be executed on the date appearing above.

CITY OF SOUTH FULTON, GEORGIA

By: _____
William "Bill" Edwards, Mayor
City of South Fulton

Approved as to form

Vincent Hyman, City Attorney

Attested to by:

CITY SEAL

Corey Adams, City Clerk

Approved as to form:

By: _____
Kaye Burwell, Interim County Attorney

FULTON COUNTY, GEORGIA

By: _____
Robert L Pitts, Chairman
Fulton County Board of Commissioners

Attested to by:

COUNTY SEAL

Tonya R. Grier, Clerk

Approved as to form:

By: _____
Y. Soo Jo, County Attorney

By: _____
Matthew Kallmyer, Director Emergency Management