

INTERGOVERNMENTAL AGREEMENT BETWEEN
CARROLL COUNTY AND CITY OF CARROLLTON
FIRE SERVICE DELIVERY

THIS AGREEMENT is made and entered into on the date hereinafter stated by and between the MAYOR AND CITY COUNCIL OF CARROLLTON (the “**City**”) and CARROLL COUNTY BOARD OF COMMISSIONERS (the “**County**”).

1. **GENERAL PURPOSE.** Each of the parties to this Agreement operate and provide general fire fighting and prevention services within their respective jurisdictions. Considering the concentration of population and buildings within the City of Carrollton and the immediate area surrounding its City limits and the less populated areas of Carroll County, each party agrees that it would best serve the population and property of the City and County to provide for mutual aid fire protection and other agreements as hereinafter provided.

2. **TERM.** This Fire Services Agreement shall begin **July 1, 2022**, and terminate on **June 30, 2027**, unless terminated as hereinafter provided.

3. **TERMINATION.** This Agreement may be terminated at will by either party with **one year’s advance notice**. Said notice must be in writing and received by the other party not later than July 1st of the year prior to the proposed termination date.

4. **ADJUSTMENTS.** The parties acknowledge that with shifting population, emerging fire fighting technology, and similar factors beyond the control of the parties, it may be necessary to amend or adjust this Agreement during its normal term and agree that they will, at the request of either party, consider adjusting any of the terms of this Agreement that they mutually agree require adjustment and that neither will unreasonably withhold their Agreement to such adjustments.

5. **OBLIGATIONS OF THE CITY.**

(a) Within the “**Fire Service Protection Area**,” which is an area contiguous to the city limits of the City of Carrollton and lying within the unincorporated area of Carroll County as identified on the drawing attached as Exhibit “A,” the City shall provide fire services at substantially the same levels provided within the city limits of the City of Carrollton (the “**City Limits**”). Under normal operating conditions and in the absence of mechanical problems, the City shall maintain and service a minimum of four fire stations housing three pumpers, three reserve pumpers, and one (1) one hundred foot (100’) aerial tower. The stations shall, under normal operating conditions, be manned by a minimum total of twelve fire fighters on duty at all times. The parties agree to adjust the Fire Service Protection Area when the County commences operations of County Fire Station 17 (Carrollton-Tyus Station) and/or County Fire Station 18 (Jones Mill Station).

(b) The City will, on approval of its Fire Chief or his designee, make available to the County reserve apparatus and equipment to be staffed by County fire fighters should the same be required for reason of an emergency or should County fire fighting equipment be out of service. During the use of such reserve apparatus and equipment by County employees, agents or contractors, the risk of casualty loss and liability to by County employees, agents or contractors, or to third parties, shall be borne by the County, and the County shall provide casualty and liability insurance with respect to such reserve apparatus and equipment and the use thereof, in each case naming the City as an additional insured thereunder.

(c) The City shall map the locations, test, paint, and maintain records of all fire hydrants within the Fire Service Protection Area. This obligation shall not include repair of the hydrants or the water lines serving them.

(d) The City will conduct fire safety classes and fire education for schools, places of business, and medical care facilities within the Fire Service Protection Area.

(e) The City will, upon request of the County Fire Chief, provide technical fire inspections, technical advice, and code enforcement to persons or property within the Fire Service Protection Area and also at any other location within Carroll County upon the approval of the Fire Chief of the City. The provision of this service outside the Fire Service Protection Area would be subject to time and personnel limitations.

(f) The City will cause all fires in the fire protection area to be investigated, paying particular attention to suspicious fires and/or fires that are suspected to be arson. The City will work with the appropriate law enforcement agencies so that these crimes may be solved and the perpetrators prosecuted.

(g) When applicable and upon request, the City will provide pre-fire planning of the Fire Service Protection Area for businesses, schools , and churches so that fire fighting may be more efficient and records maintained.

(h) The City will offer assistance in training and will permit County fire fighters to attend City fire training sessions so that the personnel of each department may learn and be able to work together efficiently and to have a mutual knowledge and understanding of the equipment of each department.

(i) The City will assist the County in seeking to lower the insurance classification of that protected area of the County falling within the City's jurisdiction.

(j) In addition to its obligations within the Fire Service Protection Area, the City will make available to assist the County in any area of the County outside the Fire Service Protection Area, subject to the approval of the City Fire Chief or his designee, Ladder Company #21, consisting of a one hundred foot (100') aerial tower staffed with a fire fighting crew and one pumper staffed with a fire fighting crew. During such assistance, the County shall use good faith efforts to provide a standby ladder company and apparatus to cover calls in the City Limits and Fire Service Protection Area. At the request of the County Fire Chief or his assistants, and upon authorization by the City Fire Chief or his designee on duty, the City will call in off duty City Fire Fighters to staff reserve equipment to assist in any area of the County.

(k) The City Fire Chief or the senior assistant on duty shall be on call at all times to assist the County Fire Department.

(l) The City will upon request offer assistance of any City Fire Department instructor, inspector, or investigator for any reasonable assignment anywhere within Carroll County.

6. OBLIGATIONS OF THE COUNTY

(a) For each year of this Agreement the County shall reimburse the City the amount calculated as set forth in this Section 6 (the “**Annual Reimbursement**”). The Annual Reimbursement shall be the amount calculated as follows: (i) the **percentage** of calls for the twelve month period ending March 31 of the prior fiscal year equal to: (A) the sum of (I) all calls responded to by the City (which are not cancelled prior the City Fire Department personnel leaving the fire station) which originated by the County’s E-911 Department within the Fire Service Protection Area, plus (II) all automatic aid calls responded to by the City pursuant to Section 5(j) hereof which originated by the County’s E-911 Department to locations outside the City Limits and the Fire Service Protection Area (which are not cancelled prior the City Fire Department personnel leaving the fire station); divided by (B) all calls responded to by the City Fire Department for such period. Said percentage shall then be **multiplied** by the sum of: (x) the total expenses under the City’s Current General Fund Operating Budget for Fire Department, calculated based on the prior fiscal year, less any capital expenditures; plus (y) the depreciation for the Fire Department (excluding building depreciation), for such period as shown by the City’s most recently audited financial statements.

(b) The parties agree that, notwithstanding the foregoing calculation for such period, the amount that shall be paid by the County under this Agreement for the period of July 1, 2022 – June 30, 2023 shall be **\$1,262,170.00** (i.e., 19% x \$6,642,999).

(c) The Annual Reimbursement amount shall be adjusted annually in accordance with the formula set forth in this Section 6 each July 1st during the term of this Agreement beginning July 1, 2023, using data for the prior year as set forth in Section 6.

(d) The City shall provide to the County such documentation regarding their calls and department expenses as the County shall request. The percentage of calls shall be

verified by the County's E-911 Department. The County shall pay the Annual Reimbursement to the City in equal monthly installments beginning on July 1, 2022.

(e) The County shall provide the ^{as of 2/22} services of Air Supply Unit, Squad 5 to the City as needed and requested.

7. MUTUAL AID. The City and County will provide "Mutual Aid" each to the other without additional compensation for fire fighting and training which shall be provided upon request and upon approval by the Fire Chief or the Senior Officer on duty for the City or County, whichever is providing the service (the "Mutual Aid"). Each shall upon request of the other and upon approval of the Senior Officer on duty call in off duty fire fighters to staff reserve equipment of either party to combat a fire or emergency located anywhere in Carroll County.

8. SERVICE DELIVERY STRATEGY AGREEMENT. The parties agree to update the Service Delivery Strategy Agreement to include the terms of this Agreement.

9. NO THIRD PARTY BENEFICIARIES. The provisions of this Agreement are not intended to be, nor shall they be construed to be, for the benefit of any third party.

Executed as of July 1, 2022, under the hands and seals by the authorized representatives of the parties, and in the continued interest of life and fire safety, and protection of property for the citizens of the City of Carrollton and Carroll County, Georgia.



Carroll County Board of Commissioners

By: Michelle Morgan
Michelle Morgan, Chairman

Attest: Diane L. Roberts
Deputy Clerk

(County Seal)

CITY OF CARROLLTON



By: David J. Brooks
David J. Brooks, City Manager

Attest: Hayley Beavon
Clerk

(City Seal)

EXHIBIT "A"

Map of Fire Protection Service Delivery

