

AGREEMENT FOR FIRE PROTECTION SERVICES (3rd DRAFT)

GEORGIA, BULLOCH COUNTY

THIS AGREEMENT entered into this _____ day of _____, 2007 by and between the **MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA**, a municipal corporation, hereinafter known as “City”, and **BULLOCH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **BULLOCH COUNTY BOARD OF COMMISSIONERS**, hereinafter known as “County”;

WITNESS:

WHEREAS, the City of Statesboro operates a paid fire department with two stations fully manned around the clock, that provides fire suppression and prevention services to its citizens; and

WHEREAS, given the amount of staffing, training, equipment, water supply, and communications available to the fire department, the Insurance Services Office (ISO) has determined that the Statesboro Fire Department qualifies for a Class 3 Fire Insurance Rating, on a scale from 1 (best) to 10 (uninsured); and

WHEREAS, that rating significantly lowers the homeowners and business property insurance premiums, since it signifies that the fire loss risks are greatly reduced based on the fire department’s ability to quickly respond; and

WHEREAS, the ISO recognizes the same fire insurance rating for areas outside the city limits as inside, if those areas are within a five mile travel distance of one of the city’s fire stations, there is available water to the site, and there is an agreement in place to assure response; and

WHEREAS, the availability of a quick response by a fire department staffed around the clock as opposed to a volunteer department; and of reduced homeowners and business property insurance premiums that more than offset the additional taxes that would be collected by establishing a fire district for those properties outside the City, but within a five-mile travel distance of a city fire station, where a water source is available; and

WHEREAS, the City is willing to provide fire suppression services within such an area, and the County has determined that doing so will provide those citizens with a better level of fire protection at a net reduced cost when insurance premiums and a fire district tax are compared; and

WHEREAS, the City and County have such a fire district currently in place, and wish to continue it as the most cost-effective and efficient means of providing fire protection to this area;

NOW THEREFORE, both parties, City and County, covenant and agree as follows:

-1-

The City and County shall determine the Statesboro Fire District jointly based upon the five-mile driving distance required by the ISO for a property to receive the same ISO rating as property in the City. The district shall be designated upon a map prepared and maintained by the County's GIS Division. The boundaries shall be clearly defined, and the parcels affected coded appropriately so that the Statesboro Fire District tax can be added to the County's property tax bill for each parcel. The County shall furnish to the City a reasonable number of such maps at no cost.

-2-

The Fire District shall include all property within the City of Statesboro as well. The money collected from the Fire District Tax shall be paid to the City of Statesboro monthly to pay the costs of the Statesboro Fire Department, and reasonable, agreed upon indirect costs associated with the management and other services provided by the City to support the department. The City hereby agrees to establish a Special Revenue Fund, entitled the "Statesboro Fire District Fund", and shall account for the financial activities accordingly. Any funding remaining at fiscal year-end shall remain in this fund as fund balance, to be used as necessary in future years. The City further agrees to drop its millage rate by the amount of millage that will be collected under this agreement.

-3-

The City and County recognize that property taxes are not billed until mid-October, and are not overdue until mid-December of each fiscal year. Consequently, the funding to pay for this service will not be immediately available each year. It is agreed by the parties that the City, the County, or some combination thereof, may loan the Statesboro Fire District Fund the necessary funds each year to cover this temporary cash flow shortage. In that event, each entity shall be entitled to interest on that temporary loan equal to what it would have earned each month on said funds had it been invested in the City's or County's overnight investment accounts. Said interest shall constitute a valid expense of the Fire District. Any funds in the Statesboro Fire District Fund shall earn monthly the same rate of interest as the City's other overnight investment accounts earn for said month.

-4-

The City and County may jointly amend the boundaries of the Statesboro Fire District at any time by mutual consent, and shall work together on expansions of the district in the event that the City considers the addition of a fire station(s).

-5-

The County shall establish and maintain the fire district, and levy and collect the necessary fire district tax. The County agrees that the fire district tax shall be the only source of revenue used to pay the operating budget portion of the payment to the City for the services provided under this Agreement. The County may use any portion of its SPLOST allocation as it deems appropriate to pay any or all of the unincorporated fire district area's capital budget portion of the payment to the City for the services provided under this Agreement. The City may do the same for the incorporated City's fire district area.

-6-

The parties agree that any fees or charges for services such as burning permits, fire code inspections, excessive false alarms, hazardous materials spills, or other fire service related activities, shall be paid into the Statesboro Fire District Fund to support the fire department's budget.

-7-

The County agrees to use all legal remedies available to a County Tax Commissioner to collect any and all delinquent tax accounts due the Statesboro Fire District Fund.

-8-

The Statesboro Fire Department shall provide the same level of suppression response for all calls within the fire district as it does for identical calls within the City. The Statesboro Fire Department shall respond to all calls within the Fire District, based upon the accepted practice for triage of fire incidents. The City shall be designated by the County as the fire department responsible for the area within the Statesboro Fire District.

-9-

The City shall investigate the causes of a fire incident within the fire district in the same manner as it does for any identical fire incident within the City.

-10-

The County shall adopt the City's standards for water supply, including pipe sizes, hydrants, valves and other appurtenances, so that the water supply meets the same levels as those within the City. The City and County will mutually develop a fire suppression response plan using dry hydrants, ponds, and tanker shuttles to serve areas with inadequate water supplies. The Statesboro Fire Department shall purchase its prorata share of the necessary tanker equipment to provide this countywide fire suppression response.

-11-

The City's Fire Marshal shall be designated by the County as the party responsible for Fire Code and Life Safety Code interpretations and enforcement within the Statesboro Fire District, to assure uniformity of construction standards for fire prevention purposes.

-12-

The City shall provide to the County on a monthly basis a report of all incidents for which the Statesboro Fire Department was called upon to respond in the previous month.

-13-

As payment for services under this Agreement, the County agrees to levy a fire district tax and pay to the City an amount determined using the following formula:

1. Determine the assessed valuation of all property within the Statesboro Fire District, including that inside the City and outside the City.
2. Add the approved Operating Budget and the approved Capital Budget line items in the City's Capital Improvements Program Budget appropriated for the Statesboro Fire Department, to determine the Total Cost of the department for the next fiscal year. All major capital outlays shall be prorated over the projected useful life of the

building or equipment. The City may not include any major capital outlays that are the result of poor design or maintenance of a building or equipment, that should have reasonably been identified and corrected earlier.

3. Determine the required millage rate to levy on property within the Statesboro Fire District by dividing the Total Cost amount determined in #2 above, by the assessed valuation of the property solely within the Statesboro Fire District, allowing for a percentage of uncollectible taxes determined by the County based upon its normal ratios of uncollectible to collectible property taxes. The amount may also be reduced in future years depending upon whether any fund balance has accrued and has been appropriated for the next fiscal year.

-14-

The City shall provide the County will a proposed budget for the Statesboro Fire District Fund not later than April 20th of each year, so that the County can review and provide input on it prior to City Council adoption. The parties hereby agree that a Statesboro Fire District Advisory Committee shall be established, with three representatives appointed by the City and three representatives appointed by the County. This committee shall review the proposed annual budget, and forward its comments to both governing bodies not later than June 1st of each year.

-15-

The parties hereby agree that all of the assets currently used by the Statesboro Fire Department shall remain the property of the City of Statesboro, and any assets purchased in the future from money from this fund, shall be and remain the sole property of the City of Statesboro. The parties further agree that this service contract is for the use of those assets during the term of this agreement only.

-16-

Nothing herein shall alter in any manner any agreements for mutual aid response from the Statesboro Fire Department, or any fire department within Bulloch County.

-17-

Written notice required by this Agreement shall be sent to the City Manager on behalf of the City, and to the County Manager on behalf of the County.

-18-

The parties agree to act in good faith to resolve any disputes arising from the interpretation of this agreement. The parties further agree to use mediation in the event an impasse is reached on any issue. If mediation fails, the parties agree that the matter may be resolved by legal action in the Superior Court of Bulloch County.

-19-

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

-20-

This Agreement constitutes the full agreement between the parties, and may not be amended except by written approval by both parties.

-21-

This Agreement shall be construed and interpreted under the laws of the State of Georgia.

-22-

Both parties covenant and agree that this agreement shall be effective from the date of the execution of the agreement through June 30, 2008, and shall automatically renew from year to year unless either party gives notice in writing to the other party of the intent to cancel prior to February 15, for cancellation effective July 1 of that year.

Wherefore the parties have hereunto affixed their signatures on this _____ day of _____, 2007.

MAYOR AND CITY COUNCIL
OF STATESBORO, GEORGIA

By: _____
William S. Hatcher, Mayor

Attest: _____
Judy M. McCorkle, City Clerk

Signed, sealed and delivered in the presence of:

Witness

Notary Public

BULLOCH COUNTY BOARD OF
COMMISSIONERS

By: _____
J. Garrett Nevil, Chairman

Attest: _____
Evelyn H. Wilson, County Clerk

Signed, sealed and delivered in the presence of:

Witness

Notary Public