

**STATE OF GEORGIA
COUNTY OF BULLOCH**

THE BULLOCH COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 2020 - _____

A RESOLUTION OF THE BULLOCH COUNTY BOARD OF COMMISSIONERS TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN BULLOCH COUNTY AND THE CITY OF STATESBORO FOR FIRE PROTECTION SERVICES; TO AUTHORIZE THE EXECUTION OF SAID AGREEMENT; TO REPEAL PRIOR RESOLUTIONS OR ORDINANCES IN CONFLICT; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Bulloch County Board of Commissioners has established a special tax district known as the “Statesboro Fire Tax District,” which consists of those areas in the unincorporated area of Bulloch County that are within a five-mile travel distance of one of the City of Statesboro’s fire stations; and

WHEREAS, Bulloch County and the City of Statesboro entered into an intergovernmental agreement for the City of Statesboro Fire Department to provide fire protection services within the Statesboro Fire Tax District for the period beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, Bulloch County and the City of Statesboro desire to enter into another intergovernmental agreement for the City of Statesboro Fire Department to provide fire protection services in the Statesboro Fire Tax District for the period beginning July 1, 2020 and ending June 30, 2025; and

WHEREAS, the City and the County are authorized to enter into this intergovernmental agreement in accordance with the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners as follows:

Section 1. Approval of Intergovernmental Agreement. An intergovernmental agreement for the City of Statesboro Fire Department to provide fire protection services in the Statesboro Fire Tax District for the period beginning July 1, 2020 and ending June 30, 2025 is hereby approved in substantially the form attached to this resolution.

Section 2. Execution of Intergovernmental Agreement. The Chairman of the Bulloch County Board of Commissioners is hereby authorized to execute said intergovernmental agreement on behalf of the Bulloch County Board of Commissioners,

and the Clerk is hereby authorized to attest the Chairman's signature and affix the seal of the County thereto.

Section 3. Repealing Clause. All resolutions, ordinances or parts thereof previously approved and adopted by the Bulloch County Board of Commissioners that are in conflict with the provisions contained in this resolution are, to the extent of such conflict, hereby superseded and repealed.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption and shall remain in effect until repealed or superseded by further action of the Bulloch County Board of Commissioners.

RESOLUTION APPROVED AND ADOPTED this 16th day of June, 2020.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

(SEAL)

INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION SERVICES

This intergovernmental agreement is entered into this 16th day of June, 2020 by and between the **MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA**, a municipal corporation (hereinafter "the City") and **BULLOCH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter "the County").

WITNESSETH:

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

WHEREAS, given the amount of staffing, training, equipment and water supply, and communications available to the fire department, the Insurance Services Office (ISO) has determined that the Statesboro Fire Department currently qualifies for a Class 2 Fire Insurance Rating, on a scale of 1 (best) to 10 (uninsured); and,

WHEREAS, an ISO Class 2 rating has been achieved throughout the SFT District; and,

WHEREAS, the ISO recognizes the same fire insurance rating for areas outside the 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 supplemented by a County fire department, currently consisting of full-time paid firefighters and volunteer/reservists, offers a reduction in homeowners and business property insurance premiums that more than offsets the additional taxes that would be collected by establishing a fire district for those properties outside the City, but within the five-mile travel distance of a City fire station; 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 higher level of fire protection at a net reduced cost when insurance premiums and a fire tax district are compared; and,

WHEREAS, the City and County have such a fire district currently in place, and wish to continue it for the duration of this Agreement, or subsequent renewal, 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 County has established a special fire tax district, hereinafter referred to as the "Statesboro Fire Tax District" or "SFT District," based upon the five mile driving distance from City fire stations required by the ISO for a property to receive the same ISO rating as provided in the City. The current boundaries of the SFT District are indicated by the area in blue on the map attached hereto as Exhibit A. The SFT 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 SFT 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. The County agrees to maintain the current SFT District for the duration of this Agreement.

-2-

The money collected from the SFT District tax shall be paid to the City of Statesboro by the 20th day of each month for which tax receipts are collected prior to the beginning of that particular month to pay for the services rendered by the Statesboro Fire Department. The City hereby agrees to establish a Special Revenue Fund, entitled the "Statesboro Fire Services Fund", and shall account for 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.

-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 Services 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 Statesboro Fire Services Fund. Any funds in the Statesboro Fire Services 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 SFT District as well as the term of this agreement at any time by mutual consent, and shall work together on any proposed expansions of the SFT District in the event that the City considers the addition of a fire station(s). In the event the City constructs an additional fire station(s), the County may, but shall not be obligated to, expand the boundaries of the SFT District and/or lengthen the term of this agreement. The County shall not construct any fire delivery infrastructure in the SFT District or within the city limits of the City of Statesboro during the term of this Agreement.

-5-

There is hereby created the Statesboro Fire Tax District Review Committee consisting of the Chairperson of the Board of Commissioners, a Commissioner appointed by the Chairman, the County Public Safety Director, the County Fire Chief, the Mayor, a Council member appointed by the Mayor, the City Manager, and the City Fire Chief to review and advise the governing bodies regarding fire services, including, but not necessarily limited to placement of any new fire stations, possible expansion of the SFTD, joint training and the advisability of a longer-term agreement. This committee shall have its regular meeting the first Monday in October each year at 10:00 a.m. in the City Council Chambers at City Hall. Special meetings of this committee shall occur as necessary upon the call of either the Chairperson of the Board of Commissioners or the Mayor of the City of Statesboro. All meetings of the Committee shall comply with Section 50-14-1 *et seq.* of the Official Code of Georgia Annotated, commonly referred to as the "Open Meetings Act" or "Sunshine Law."

-6-

The parties agree that any fees or charges for services such as burning permits, fire code prevention, excessive false alarms, hazardous material spills, or other fire related services, shall be paid to the entity providing the service.

-7-

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

-8-

The Statesboro Fire Department shall provide the same level of suppression response for all calls within the SFT District as it does for identical calls within the City. The Statesboro Fire Department shall respond to all calls within the SFT District based on the accepted practice of triage for fire incidents. The City shall also be designated by the County as the department responsible for fire suppression and other applicable fire services within the area within the SFT District.

-9-

The City shall investigate the causes of a fire incident within the SFT District in the same manner as it does for any identical fire incident within the City and shall be identified as the fire department authority having jurisdiction in such investigations.

-10-

City and County agree to cooperate in order to formulate a plan designed to achieve a uniform ISO Fire Insurance Rating throughout the SFT District by addressing and evaluating existing water systems and sources, potential need for additional resources and alternative water delivery methods for fire suppression, and the adequacy of existing County ordinances relating to water system regulations and fire prevention and protection. The end goal of said plan shall be to ensure there are adequate and uniform fire suppression capabilities throughout the SFT District. City and County further agree to meet no later than six (6) months from the date of entry of this Agreement in order to review progress on said plan.

County further agrees to make a good faith effort to adopt ordinances relating to fire protection and prevention, and relating to testing, maintenance, and submittal of compliance documents for private water systems within the SFT District within one year of the date of this Agreement. All such ordinances or amendments to ordinances shall be within the sole legislative discretion of the Bulloch County Board of Commissioners.

City shall be solely responsible for all code compliance and fire safety and prevention enforcement within the municipal limits of the City of Statesboro. County shall be solely responsible for all code compliance and fire safety and prevention enforcement within the unincorporated areas of the SFT District.

-11-

The County shall be responsible for Fire Code and Life Safety Code interpretations and enforcement within the unincorporated areas of the SFT District to assure uniformity of construction standards for fire prevention purposes.

-12-

The City shall provide to the County on a monthly basis a financial report for all activities and transactions for the Statesboro Fire Service Fund in the same manner as it does for the Mayor and City Council of Statesboro.

-13-

As payment for services under this Agreement, the County agrees to levy an ad valorem tax on all taxable property in the SFT District at a millage rate of 1.8 mills for the first fiscal year of the term of this Agreement and a millage rate of 2.25 mills for all subsequent fiscal years during the term of this Agreement. The County shall pay the revenue generated from said tax to the City in accordance with the provisions of this Agreement, and this shall constitute the sole remuneration from the County to the City for fire suppression services in the SFT District for the duration of this Agreement.

County acknowledges that these millage rates do not contemplate the potential SAFER grant the City has applied for and the potential corresponding hiring of additional SFD employees. County further acknowledges that should City receive the SAFER grant that these funds shall only be available for three years and that the millage rates referenced herein will need to be renegotiated at that point in time in order to pay for the retention of these additional SFD employees.

-14-

The City shall provide the County with a proposed budget for the Statesboro Fire Services 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.

-15-

The parties hereby agree that all 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 the money in 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-

(a) If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition

precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

(b) Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(c) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) The provisions of this section may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

-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 effect unless amended by mutual agreement of the parties.

-20-

This Agreement, as supplemented by the Bulloch County Service Delivery Agreement, constitutes the full agreement between the parties in regard to fire suppression services, and this Agreement 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 for a term of five years, commencing on July 1, 2020 and ending on June 30, 2025. This Agreement shall automatically renew for an additional five-year term unless written notice is given by the terminating party no less than six months prior to the expiration date of this Agreement. Either party may terminate this Agreement prior to expiration of the five-year term by providing at least twelve (12) months' written notice of termination to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

**BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA**

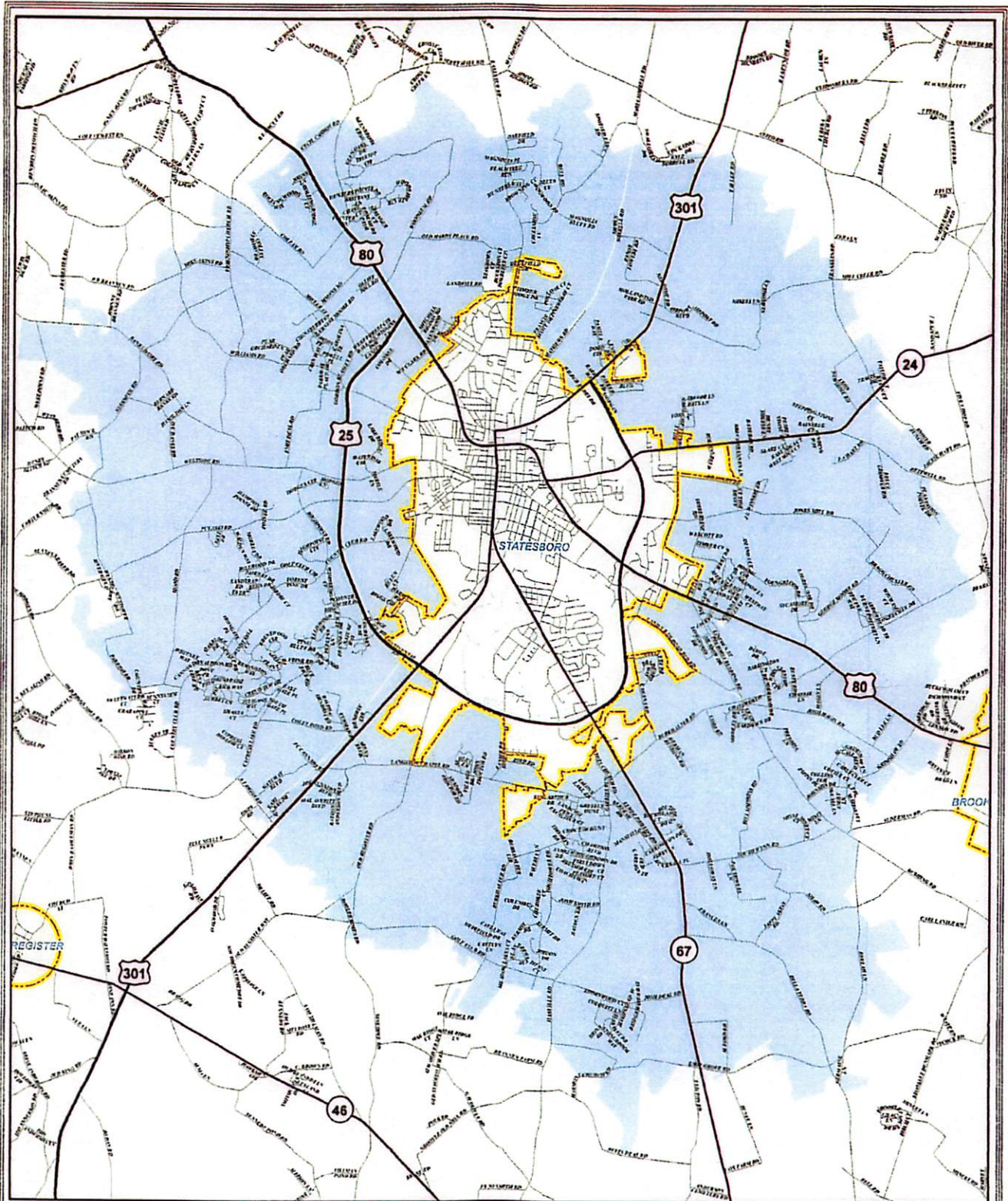
By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

**MAYOR AND COUNCIL OF THE CITY OF
STATESBORO, GEORGIA**

By: _____
Jonathan M. McCollar, Mayor

Attest: _____
Leah Harden, Clerk



BULLOCH COUNTY
FIVE MILE TAX DISTRICT



Five Mile Tax District

EXHIBIT A



0 0.45 0.9 1.8 Miles

A graphical scale bar showing distances of 0, 0.45, 0.9, and 1.8 miles.