

Intergovernmental Agreement
Between Cherokee County & The City of Canton:

For the Operation of Fire Station 9 – To Provide Fire Suppression, Emergency Medical Services & Related Activities:

I. Purpose:

This Intergovernmental Agreement is entered into this ____ day of _____, 2015, by and between the City of Canton, a Municipal Corporation, and Cherokee County, Georgia, a political subdivision of the State of Georgia, each organized and existing under the laws of the State of Georgia and which parties shall hereinafter be called “City” and “County” respectively, state:

WHEREAS, the County has operated Fire Station 9 since _____, 19__ or for nearly ____ years and has been funded entirely by the County, and

WHEREAS, the County and City mutually agree that fire, emergency medical services and related activities are of paramount importance, and

WHEREAS, the County and City support the mutual and automatic aid concept for fire, emergency medical services and related activities, and

WHEREAS, the County and City wish to provide its citizens with efficient and resourceful fire, emergency medical services and related activities,

NOW THEREFORE, the County and City propose to maintain public safety services by agreeing to the following provisions related to the operation of County Fire Station 9, which will be relocated to a new City owned fire station which shall hereinafter continue to be called Cherokee Fire Station 9, located at 70 Laurel Canyon Village Circle, Canton, Georgia 30114. The County will occupy and operate the city owned property and building for Cherokee Fire Station-9 agreeing as follows:

II. Services & Responsibilities:

A. The County and City mutually agree that the County will continue operate Cherokee County Fire & Emergency Services, Fire Station 9 and will continue providing Fire and Rescue coverage, and all related services located in Fire Station 9’s agreed designated response area located within the City of Canton, consistent with services provided for the County’s unincorporated jurisdictional responsibility. This does not include Fire Inspections on proposed or existing buildings located within the City of Canton.

III. Duties of the City:

A. The City shall lease the property and buildings for relocating Cherokee Fire Station 9, to the County for \$1.00 per year beginning _____, 2015 for a period of 5 years, based on 5 Year automatic renewal periods.

B. The City shall construct the fire station which shall be in accordance with all federal, state and local codes, ordinances and standards as well as best practices. The city will allow for Cherokee County Fire to have representation and input into the design process of the fire station.

C. The City shall relinquish any and all administrative, organizational and operational responsibility to provide fire services in the designated response area of Fire Station 9, except as provided in this agreement.

D. The City is committed to improving the fire services within the city by increasing firefighter staffing during this agreement. This agreement shall not require and/or obligate the City to hire additional personnel. It is only addressed in this agreement to outline per-set goals.

E. The City shall continue to perform all fire safety education, fire safety inspections and fire investigations within the City limits of Canton including the area served by this station.

F. The City will provide Cherokee County Fire with GPS coordinates to the fire hydrants located within the response area of the city and shall be responsible to provide all data on new additions to the water system.

G. The City Manager (or designee) and the City Fire Chief (or designee) will represent the City in the administration of this Intergovernmental Agreement.

IV. Duties of the County:

A. The County shall accept any and all administrative, organizational and operational responsibility to provide Fire Services from Fire Station 9 to its designated response area to include the areas within the city limits of Canton and unincorporated Cherokee County at no additional charge to the City. For the purpose of this agreement, the area of responsibility will be agreed upon by both parties and will be modified time to time as needed.

B. The County will maintain all required communications and data equipment in Fire Station 9.

C. The County shall provide for facility repairs and regular / routine maintenance in an expeditious manner based on the severity of the maintenance / repair issue as it relates to operational needs and personnel health, safety and welfare.

D. The County shall continue to use and maintain its fire apparatus, equipment, supplies and personnel currently assigned to Fire Station 9 by relocating to the new station constructed by the City adjacent to the Laurel Canyon Subdivision.

E. The County will continue maintain its current minimum staffing level at Fire Station 9.

F. Cherokee County Fire shall assume responsibility to conduct annual hydrant inspections for its response area that is located within the city limits of Canton. The results of all hydrant inspections, maintenance and flow tests will be provided to the City of Canton Fire Chief.

G. The County Manager (or designee) and the County Fire Chief (or designee) will represent the County in the administration of this Intergovernmental Agreement.

V. Insurance:

A. The physical structures, contents and general liability of Fire Station 9 shall be insured. The City will insure the Building and the County shall insure the contents and liability. (Note: The County has agreed to insure both building and contents if approved by the insurance brokers of both City and County.)

VI. Liability:

A. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of Georgia Law.

VII. General Provisions:

A. It is understood that a written Mutual or Automatic Aid Agreement between the County and City for Fire Suppression and Related Activities may be developed and implemented, and such agreement shall incorporate the emergency response activities contained within this Intergovernmental Agreement.

B. This Intergovernmental Agreement contains the entire agreement between the parties and shall not be modified in any manner except as agreed to in writing by the parties signing this Intergovernmental Agreement.

C. The City and County will mutually support any modification in the Insurance Service Organization (ISO) rating for Fire Station 9's area of responsibility, as appropriate.

D. The lease of the building and property under this agreement, as well as the assignment of equipment, apparatus, jurisdictional responsibility and other heretofore discussed elements is binding.

VIII. Termination:

A. Either party may terminate this Agreement for any reason, upon two years (or 730 days) prior written notice to the other party.

B. Upon termination, the County shall remove all County owned equipment, supplies, personnel and apparatus.

IX. Effective Date:

A. This Intergovernmental Agreement shall be effective when duly approved by the Cherokee County Board of Commissioners and the City of Canton Mayor and City Council.

APPROVED BY CANTON CITY COUNCIL, THIS ____ DAY OF ____, 2015.

Gene Hobgood, Mayor

APPROVED BY CHEROKEE COUNTY BOARD OF COMMISSIONERS, THIS ____ DAY OF ____, 2015.

L.B. Ahrens, Chairman