

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “Agreement”), made and entered into as of this 1 day of November, 2023, by and between the City of Baldwin, Georgia (“Baldwin” or “the City”), a municipal corporation, and the Town of Alto, Georgia (“Alto” or “the Town”), a municipal corporation;

W I T N E S S E T H:

WHEREAS, Baldwin and Alto wish to provide for their citizens fire protection services of the highest possible quality and;

WHEREAS, Baldwin operates and maintains a Fire Department and through this department, maintains a staff of knowledgeable and professional fire protection and fire rescue personnel capable of providing fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue services;

WHEREAS, Alto has determined that for purposes of both public safety and fiscal responsibility it is in the best interest of its citizens and residents to contract for fire protection, fire prevention, fire control, fire suppression, and fire rescue services;

NOW, THEREFORE, for and in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, Baldwin and Alto do hereby agree as follows:

Section 1. Services to be provided. Baldwin and Alto hereby agree that they will provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue services within the geographic area of the corporate limits of Alto pursuant to the terms of this Agreement.

Section 2. Duties of The City of Baldwin. Baldwin, by and through the Baldwin Fire Department, shall provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto. The Baldwin Fire Department shall provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto on the same basis that said department provides the same services within the corporate limits of Baldwin.

Section 3. Operational Expenses. Baldwin shall provide and pay for any and all equipment, vehicles, and materials necessary for effectuating this Agreement within the Town of Alto. Baldwin shall be responsible for maintaining a staff of properly trained and certified personnel necessary to provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto. Baldwin shall be responsible for providing all the necessary equipment and all expenses incurred in providing fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto; provided, however, that Alto shall provide and maintain operational fire hydrants and shall provide all water necessary to provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto.

Section 4. Duties of the Town of Alto. In consideration of the fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue services provided to Alto by Baldwin, Alto shall pay to Baldwin a fee for such services rendered at the hourly rate of \$125.00 per hour. The hourly rate of \$125.00 shall be in effect for an initial period of two years after the effective date of this Agreement. However, Baldwin may reassess and recalculate the hourly rate for said services after two years. The calculation of time under this Agreement shall begin at the time that Baldwin receives a call

for service in the geographic area within the corporate limits of Alto. The calculation of time under this Agreement shall end when all Baldwin personnel and equipment have left the location of the call for service. Baldwin, at the end of the quarter, for each quarter within the term of this Agreement, shall provide an invoice to Alto itemizing each call for service within the geographic area of the corporate limits of Alto. Said invoice shall include the location of each call for service and the amount of time expended by responding to each call for service.

Section 5. Term of Agreement. The term of this Agreement shall commence as of November 1, 2023, and shall continue until one party terminates the contract by written notice to the other. Each party to this Agreement may terminate said Agreement without cause. Termination of the Agreement shall be effective immediately upon one party’s receipt of written notice to terminate the agreement from the other party.

Section 6. Notice. All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been delivered when deposited in the United States Mail, addressed as follows:

The City of Baldwin
Attention: Emily Woodmaster
CAO

186 Hwy 441 Bypass,
Baldwin, GA, 30511

ewoodmaster@cityofbaldwin.org

The Town of Alto
Attention: P.J. Huggins
Mayor

P.O. Box 215
Alto, GA 30510

pjhuggins@townofaltoga.org

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the day and year above written.

CITY OF BALDWIN, GEORGIA

TOWN OF ALTO, GEORGIA

By: _____
Mayor/Mayor Pro-Tem

By: PG Hugg
Mayor/Mayor Pro-Tem

Attest: _____
City Clerk

Attest: Penny Rogers
Town Clerk

