

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Intergovernmental Agreement with the City of Baldwin

DATE: 01/30/2025

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 02/17/2025

PURPOSE:

. To seek approval of an IGA with the City of Baldwin for access and use of the Training Facility located at the City of Baldwin Fire Department for the purpose of attaining "Facility Training Hours" to meet ISO requirements.

BACKGROUND / HISTORY:

- a. Habersham County Emergency Services, along with the other city fire departments in the county, have been using the Training Facility for several years.
- b. There exist several components to the facility which are available to meet and exceed, the annual "Facility Training hours required by ISO
- c. These include: A classroom, 1 burn building, a 5-story enclosed training tower, Confined space tunnels, Extrication pit, Flammable liquids pit, Vehicle Live Fire simulator, Pressurized Container simulator.

FACTS AND ISSUES:

- a. The county agrees to pay an annual fee of \$1500.00 for the use of the facility.
- b. ISO requires 18 hours per year per person in Facility Training.
- c. Per ISO: A facility includes... A live fire structure including smoke room, drill tower at least 3 stories high, and a training area at least 2 acres in size.
- d. All activities at the facility will be compliant with NFPA 1403, Standard on Live Fire Evolutions.
- e. The funds are budgeted annually in the Fire Department budget.

OPTIONS:

- 1) Approve recommendation: approve IGA with the City of Baldwin
 - 2) Deny recommendation: Deny IGA with City of Baldwin
 - 3) Commission defined alternative:
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RECOMMENDED SAMPLE MOTION:

Motion to approve the IGA with the City of Baldwin for the use of the Training Facility for a fee of \$1500 annually.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: __

Jeffrey D. Adams _____

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

CITY OF BALDWIN

Post Office Box 247 • Baldwin, Georgia 30511-0247 • (706) 778-6341

INTERGOVERNMENTAL AGREEMENT

This contract is entered between City of Baldwin, a political sub-division of the State of Georgia, authorized by the governing body, the City of Baldwin Council and Mayor, and administered by the Training Division of the City of Baldwin Fire Department, and **Habersham County**, a political sub-division of the State of Georgia, acting through the Board of Commissioners, on behalf of **Habersham County** Fire Department.

The Training Division of the City of Baldwin Fire Department agrees to allow **Habersham County** Fire Department to access and use the Training Facility located at the City of Baldwin Fire Department, established by, maintained by, the City of Baldwin Fire Department. This site currently includes a (1) Burn Building; (2) 5 Story Enclosed Training Tower; (3) Confine Space Tunnels; (4) Extrication Pit; (5) Portable Classroom; (6) Flammable Liquid Pit; (7) Vehicle Live Fire; (8) L.P. Tank Live Fire Simulator. This facility is strictly to be used only under the guidelines of the City of Baldwin Fire Department and NFPA 1403 Standard on Live Fire Training Evolutions. The money that this contract provides will be used for the Maintenance and Growth of the facility. A Waiver of Liability for all personally using this facility will be provided and signed before the use of the facility. **Habersham County** recognizes and accepts the inherent risk present in first responder training and therefore waives any and all liability for injury, casualty, or loss sustained in the performance of this intergovernmental agreement. **Habersham County** will indemnify, defend, and hold harmless the City of Baldwin, its officers, agents, and employees from any claims and losses sustained by any person or entity who may be injured or damaged in the performance of this Agreement to the maximum extent provided by law.

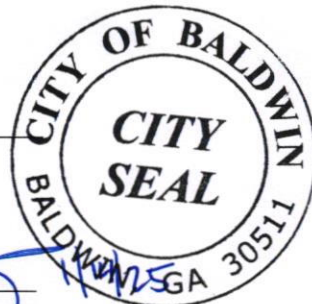
Habersham County agrees to pay the City of Baldwin \$1,500 per year, due and payable on or before July 1, 2025, for the use of the training facility. This contract and each party to this agreement shall have the right to terminate said Agreement without cause and without refund. Such termination shall be effective as of the first day of the next fiscal year of the County/ City or / Organization after written receipt of intent to terminate by the other party.

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, GA

By: *Admagno*
MAYOR

Attest: *Emil Woodruff*
CHIEF ADMINISTRATIVE OFFICER



HABERSHAM COUNTY, GA

By: _____

Attest: _____

11/14/25