

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE AND RESCUE
SERVICES TO THE TOWN OF VERNONBURG**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of ____, 2025 by and between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA ("Savannah"), a municipal corporation, and the TOWN OF VERNONBURG, GEORGIA ("Vernonburg"), a municipal corporation, together the "Parties".

WITNESSETH

WHEREAS, the parties to this Agreement are all governmental entities; and,

WHEREAS, Vernonburg is a thriving community that needs fire protection services for its citizens; and,

WHEREAS, Chatham County, Georgia was the provider of Fire and Rescue Services for Vernonburg through a previous agreement dated June 28, 2024; and,

WHEREAS, Chatham County, Georgia terminated its Fire and Rescue Services Agreement with Vernonburg, effective December 31, 2025; and,

WHEREAS, Vernonburg desires to contract with Savannah to provide Fire and Rescue Services in part because Savannah has the staffing, equipment and training to provide advanced fire and rescue services to Vernonburg; and,

WHEREAS, the Parties now desire to enter into an agreement for the mutual benefit of each party to provide Fire and Rescue Services to Vernonburg; and,

WHEREAS, Savannah, effective January 1, 2026, shall provide Fire Protection and Rescue services to Vernonburg; and,

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Article IX, Section III, paragraph 1 of the Constitution of the State of Georgia regarding intergovernmental contracts, their respective charters (including paragraph 12 of Appendix I of the Charter of the City of Savannah (1929 Ga. Laws, page 1281, § 3)) and other Georgia law; and,

NOW THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

Vernonburg shall employ Savannah for purposes of providing fire protection and rescue services. Vernonburg is more particularly defined as the area and structures within the boundaries commonly defined in the State of Georgia as Vernonburg;

2.

Savannah shall provide the appropriate equipment for the purpose of providing fire protection and rescue services to Vernonburg;

3.

Savannah shall provide fire protection, rescue, and emergency responses services upon notification and request in which the number, timing, and duration of demand for services is not readily ascertainable but are event driven. Savannah shall respond to requests for fire protection in the order in which said services are reported. Should multiple incidents require fire protection, simultaneously or in which personnel have already responded to a request for services, Savannah shall respond with personnel and equipment from another City fire station. Savannah also agrees to undertake joint training and incident planning with Vernonburg;

4.

Vernonburg shall pay Savannah an annual fee of \$ 30,015 for fire protection fees for the period of January 1, 2026 through December 31, 2026. For subsequent years, the fire protection fees shall be adjusted to be equal to the previous year's fire protection fee plus an additional three percent (3.0%). This fee shall be adjusted each year Savannah shall provide the services set forth in this Agreement insofar as fire protection, rescue, and emergency services. Services shall include but are not limited to pre-fire planning, inspections, administrative costs, including but not limited to telephone services, office supplies, payroll, and such other expenses as it is necessary to fulfill the terms of this agreement.

5.

The annual fee shall be paid in quarterly installments (January 1, April 1, July 1, and October 1) as follows:

Year	Annual Fee	Quarterly Fee
2026	\$ 30,015	\$ 7,504
2027	30,915	7,729
2028	31,842	7,961
2029	32,797	8,199
2030	33,781	8,445
2031	34,794	8,699
2032	35,838	8,960
2033	36,913	9,228
2034	38,020	9,505
2035	39,161	9,790

Savannah shall not provide invoices to Vernonburg for these payments. As such, Vernonburg shall cause the quarterly payments to be issued timely and remitted as follows:

City of Savannah
Attn: Finance
P.O. Box 1027
Savannah, GA 31402

Late payments will be subject to a ten percent (10%) penalty on the unpaid amount and 1.5% interest per month during the delinquency period.

6.

When Savannah's Fire Department responds to incidents within Vernonburg's Town limits, Savannah Fire Rescue will assume control over fire and rescue operations consistent with the National Incident Management System;

7.

The term of this contract shall be for a period of one year beginning the 1st day of January, 2026 and shall automatically renewed for additional one year terms unless either party shall notify the other party in writing ninety (90) days prior to the expiration of any term of this Agreement, of that party's intention to not renew said Agreement;

8.

This Agreement shall be deemed to have been executed in the State of Georgia and construed to the laws of the State of Georgia;

9.

Both parties covenant and warrant that each has the legal authority to enter into this Agreement;

10.

This Agreement constitutes the entire agreement of the parties with respect to any transactions or services contemplated by this Agreement. Nothing in this Agreement is purported to provide a benefit to a third party either directly, indirectly or by reference. Additionally, nothing in this Agreement is purported to waive the municipalities' sovereign immunity. By entering into and performing the terms of this Agreement the municipalities do not in any way waive or otherwise impair their sovereign immunity from suit or the official immunity of their employees, officials, and agents, and no actions taken by the municipalities hereunder in the future (or which they fails to take) shall be deemed to so waive or impair their respective sovereign immunity or the official immunity of their employees, officials, and agents, and neither the municipalities or their employees, officials, or agents shall be estopped from asserting their sovereign immunity and governmental immunity, as the case may be, to the fullest extent granted by the Constitution and laws of the State of Georgia;

11.

Any notice to be made or given hereunder shall be sent to for Savannah:

Joseph A. Melder
City Manager

P.O. Box 1027
Savannah, GA 31402

with a copy to:

City Attorney
P.O. Box 1027
Savannah, GA 31402

to Vernonburg:

Intendant/Town Attorney
P.O. Box 61512
Savannah, GA 31420-1512

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[SIGNATURE PAGE FOLLOWS]

In witness whereof, the undersigned have executed this Agreement on the day and year written above.

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

By: _____
Joseph A. Melder, City Manager

Attest: _____
Mark Massey, City Clerk

THE TOWN OF VERNONBURG

By: Laura Lawton
Laura Lawton, Intendant

Attest: Kyle J. Sisco

