

STATE OF GEORGIA  
COUNTY OF FULTON

**A RESOLUTION APPROVING AN AGREEMENT OF AUTOMATIC AID AND FIRST RESPONSE BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA AND THE CITY OF ROSWELL, GEORGIA AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**WHEREAS**, the City of Sandy Springs and the City of Roswell have contiguous boundaries; and

**WHEREAS**, the City of Sandy Springs and the City of Roswell each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue, emergency medical services, hazardous material, technical rescue and support services; and

**WHEREAS**, the City of Sandy Springs has determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue, technical, hazardous material and support services to the other local emergency, including disasters and pursuant to such activities to take in joint training exercises; and

**WHEREAS**, the City of Sandy Springs and the City of Roswell desire to provide the best possible protection to its citizens in accordance with O.C.G.A. § 25-6-1 as now existing and hereafter amended, and as may be applicable, to prevent disastrous incidents from occurring and maximize on saving of life and property when disastrous incidents do occur by sharing of resources by like-minded jurisdictions; and

**WHEREAS**, it is the desire of the respective governing authorities represented by the signatories hereto, to enter into the attached Agreement of Automatic Aid and First Response between the City of Sandy Springs, Georgia and the City of Roswell, Georgia ("Automatic Aid Agreement"), pursuant to the Georgia Mutual Aid Act, O.C.G.A. § 36-69-4, as existing and hereafter amended, and as may be applicable, adopted pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, paragraph 3.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Sandy Springs, Georgia, that:

**Section 1:** The Agreement of Automatic Aid is hereby approved in the form attached to this Resolution; and

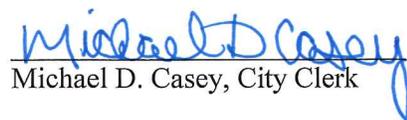
**Section 2:** The Mayor or his designee is hereby authorized to execute the attached Agreement of Automatic Aid on behalf of the City of Sandy Springs, Georgia.

RESOLVED this the 16<sup>th</sup> day of February, 2016.

Approved:

  
Russell K. Paul, Mayor

Attest:

  
Michael D. Casey, City Clerk

(Seal)



**AGREEMENT OF AUTOMATIC AID AND FIRST RESPONSE  
BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA AND  
THE CITY OF ROSWELL, GEORGIA**

THIS AGREEMENT ("Agreement") is made and entered into this 15<sup>th</sup> day of March, 2016, by and between the City of Sandy Springs ("Sandy Springs") and the City of Roswell ("Roswell"), both municipal corporations of the State of Georgia (Sandy Springs and Roswell are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties are contiguous municipalities; and

**WHEREAS**, the Parties each maintain and staff a fire department for the purpose of suppression, protection, prevention, rescue and emergency medical assistance; and

**WHEREAS**, the Parties have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other Party in the event of a fire or other local emergency, and to take part in joint training exercises; and

**WHEREAS**, the Parties desire to share one (1) reserve apparatus as needed to ensure continuous continuity of services; and

**WHEREAS**, the Parties acknowledge that extension of coordination between Sandy Springs and Roswell is imperative to ensuring and enhancing public safety and realizing efficiencies; and

**WHEREAS**, the Parties hereto desire to enter into this Agreement of Automatic Aid and First Response pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3 and the Official Code of Georgia Annotated, O.C.G.A. § 36-69-1, et seq.;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

**ARTICLE 1 – AUTOMATIC AID AND FIRST RESPONSE**

A. **Dual Response Area.** This Agreement shall apply to all fire alarms and structure fires in residential, commercial, recreational and rural properties where the first response is provided by a local fire department. The Parties have established a mutually beneficial response area which exists within and up to certain feasible boundary limits as designated and agreed upon by the Sandy Springs and the Roswell Fire Chiefs. Said agreed upon boundary limits are attached and incorporated into this Agreement as Exhibit A and the area defined therein is hereinafter referred to as the “Response Area.” The Response Area may be changed to reflect additions or deletions of the Response Area with the written approval of both Parties. This Agreement applies to all emergency incidents received by the Chattahoochee River 911 Authority (“Chatcomm”) and Roswell 911 Communications (“Roswell 911”) for addresses or occupancies within the Response Area, as may be revised from time to time.

Sandy Springs will provide certain equipment and personnel, more fully described herein, to Roswell Station 7, located at 8025 Holcomb Bridge Road, Roswell, Georgia 30076, within .08 miles of the Sandy Springs city limits. Chatcomm and Roswell 911 will simultaneously dispatch both the Sandy Springs and the Roswell Fire Departments for fire services within the Response Area.

B. **Personnel and Equipment.** In furtherance of the purpose of this Agreement, and to enhance the fire protection within Sandy Springs and Roswell, Sandy Springs shall:

1. locate an advanced life support mini pumper fire truck (Sandy Springs Engine 5) meeting ISO requirements to house at Roswell Fire Station 7;
2. relocate two (2) fire personnel from Sandy Springs Station 1, 1425 Spalding Drive, Sandy Springs, Georgia 30350, to Roswell Station 7;

3. make available a fire truck housed at Sandy Springs Station 4, located at 4697 Wieuca Road Atlanta, Georgia 30342, as a reserve apparatus for Roswell for shared usage with Sandy Springs as needed to ensure continuous continuity of services to the Parties;

4. provide a base radio unit for Roswell Station 7 to enable Chatcomm to automatically dispatch Sandy Springs Station 1 and Roswell Station 7 to calls within the designated Response Area.

In furtherance of the purpose of this Agreement, and to enhance the fire protection within Sandy Springs and Roswell, Roswell shall provide a base radio unit for Sandy Springs Station 1 to enable Roswell 911 to automatically dispatch Sandy Springs 1 and Roswell Station 7 to calls within the designated Response Area.

Both Parties shall conduct daily inspections and checks of apparatus and equipment whenever the apparatus is being utilized as front-line equipment.

## **ARTICLE 2 – SUPERVISION**

A. **Deployment of Personnel and Equipment.** The Sandy Springs and Roswell Fire Chiefs shall establish a response plan regarding the deployment of personnel and equipment in responding to fire service calls under this Agreement. Personnel who are furnished will work under their own supervisors and with their own equipment to the extent possible. All general direction relative to the work will be given by the appropriate personnel of the Party receiving the aid.

B. **Joint Training Exercises.** To the extent necessary as determined and agreed upon by the Fire Chiefs of each Party, the Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy.

### ARTICLE 3 – LIABILITY

A. **Failure to Respond.** There shall be no liability imposed upon any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

B. **Status of Employees.** Every employee shall be deemed to be the employee and agent of his or her regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than his or her regular employer.

C. **Damages/Repairs.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus; provided, however, that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed to the Party providing aid in proportion to the level of actual involvement incurred while providing automatic aid.

D. **Utilities/Supplies.** The cost of utilities and supplies in Roswell Station 7 shall be shared equally between Sandy Springs and Roswell.

E. **Gasoline, Diesel Fuel, Oil and other Materials.** The Party receiving aid will be responsible for providing gasoline, diesel fuel, oil, and other materials as needed for use of equipment at the scene of an emergency.

F. **No Waiver.** Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided by law.

### ARTICLE 4 – CONSIDERATION

A. **Compensation.** No Party under this Agreement shall be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this

Agreement. It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties. Each Party shall pay the salaries, benefits, and all other compensation for its own personnel without cost to the other Party.

B. **Workers Compensation.** Each Party to this Agreement shall comply with the Workers Compensation laws of the State of Georgia without any cost to the other Party.

#### **ARTICLE 5 – RELEASE OF CLAIMS**

Except as provided in Article 3(F) above, and to the extent allowed by law, each of the Parties hereto agrees to release the other Party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant to this Agreement.

#### **ARTICLE 6 – INJURIES TO PERSONNEL**

Any damage or other compensation which is required to be paid to any fire employee by reason of an injury occurring while his or her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

#### **ARTICLE 7 – NO THIRD PARTY BENEFICIARIES**

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

#### **ARTICLE 8 – TERM AND TERMINATION**

A. **Term.** This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue until December 31 of that calendar year. This Agreement shall be renewed annually by the Parties on January 1, and each year thereafter unless and until such time as written notice of termination or notification is received by either

Party at least ninety (90) days prior to the expiration of the term of this Agreement. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

This Agreement shall be in effect twenty-four (24) hours a day, seven (7) days a week.

B. **Termination.** Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other Party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated. Notices shall be mailed to:

If to Sandy Springs:                      Fire Chief  
Sandy Springs Fire Department  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350

If to Roswell:                                Fire Chief  
Roswell Fire Department  
1810 Hembree Road  
Alpharetta, Georgia 30004

#### **ARTICLE 9 – STANDBY OF EQUIPMENT**

Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own fire department.

#### **ARTICLE 10 – ADMINISTRATION**

It is agreed by each of the Parties that for the purpose of liaison and administration, the Sandy Springs Fire Chief and the Roswell Fire Chief shall be jointly responsible.

#### **ARTICLE 11 – QUALITY ASSURANCE**

To ensure the effectiveness of this Agreement, a committee with designees of the Sandy Springs Fire Department, the Roswell Fire Department, Chatcomm, and Roswell 911 will meet on a monthly basis to analyze response distributions, discuss any needed Agreement modifications, and share feedback on Agreement execution. This committee will be tasked with

proactively addressing any issues that might impact this Agreement and provide valuable information to the Parties, Chatcomm and Roswell 911.

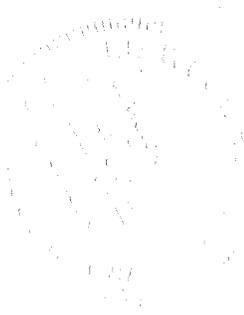
**ARTICLE 12 – MISCELLANEOUS**

A. **Construction.** Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other automatic aid agreement as specifically provided by the laws of the State of Georgia.

B. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement. This Agreement shall be the sole instrument for the provision of automatic aid for emergency services between the Parties.

C. **Severability of Terms.** In the event any part or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

D. **Governing Law.** This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

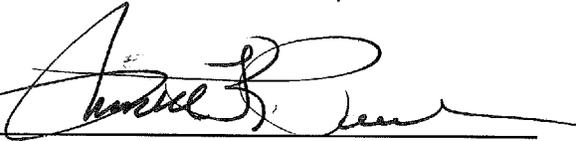


[SIGNATURES ON FOLLOWING PAGE]



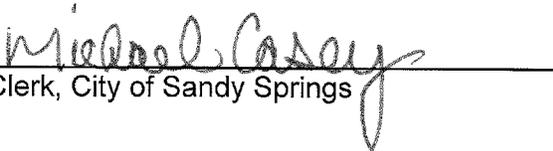
IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

**CITY OF SANDY SPRINGS, GEORGIA**

  
\_\_\_\_\_  
Mayor, City of Sandy Springs

  
\_\_\_\_\_  
Fire Chief, City of Sandy Springs

Attest:

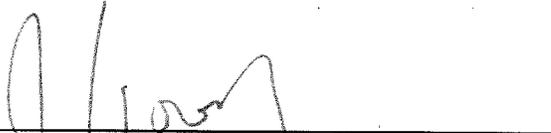
  
\_\_\_\_\_  
Clerk, City of Sandy Springs

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney, City of Sandy Springs



**CITY OF ROSWELL, GEORGIA**

  
\_\_\_\_\_  
Mayor, City of Roswell

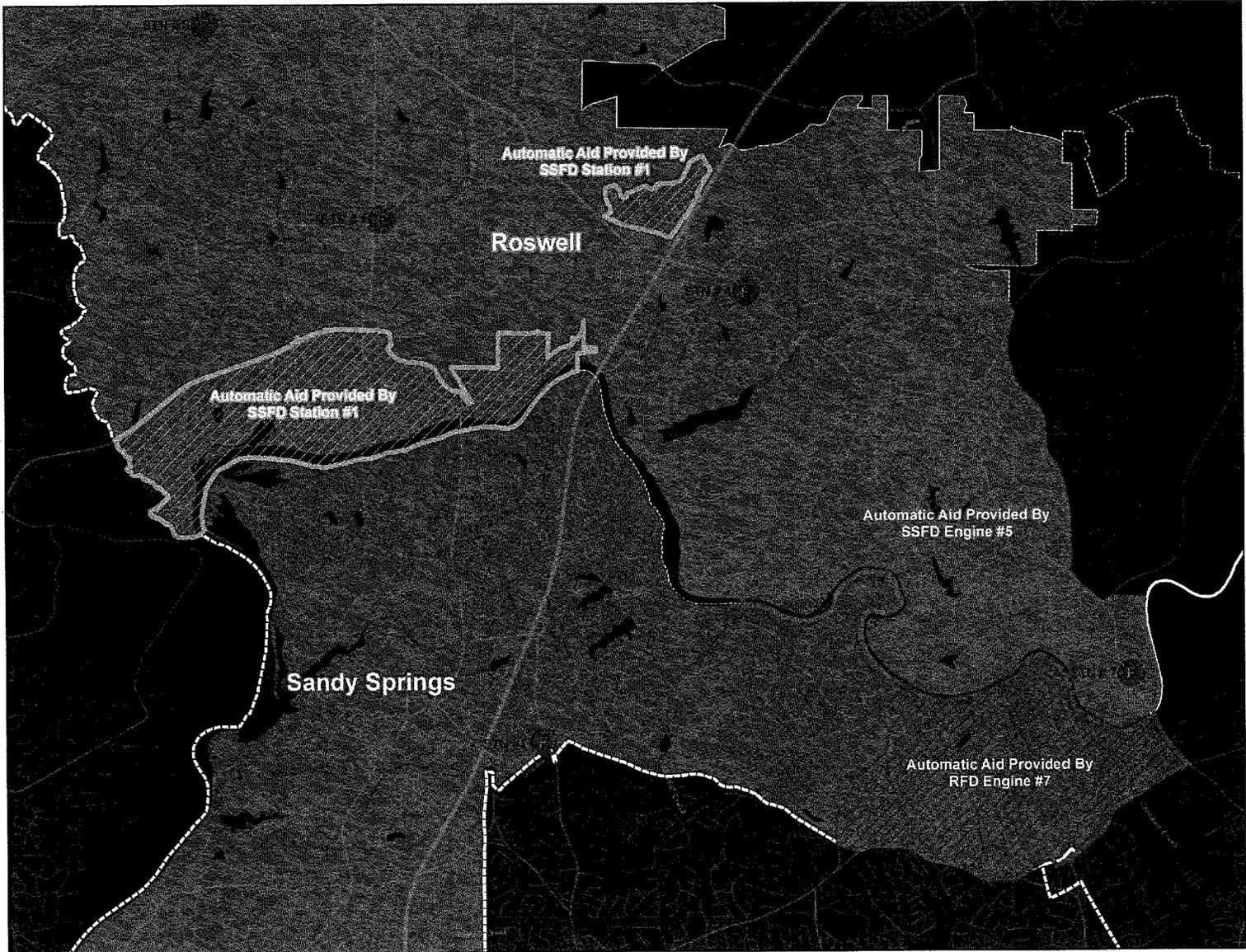
  
\_\_\_\_\_  
Fire Chief, City of Roswell

Attest:

  
\_\_\_\_\_  
Clerk, City of Roswell

  
\_\_\_\_\_  
Attorney, City of Roswell

**EXHIBIT A**  
**RESPONSE AREA**



Automatic Aid Provided By  
SSFD Station #1

Roswell

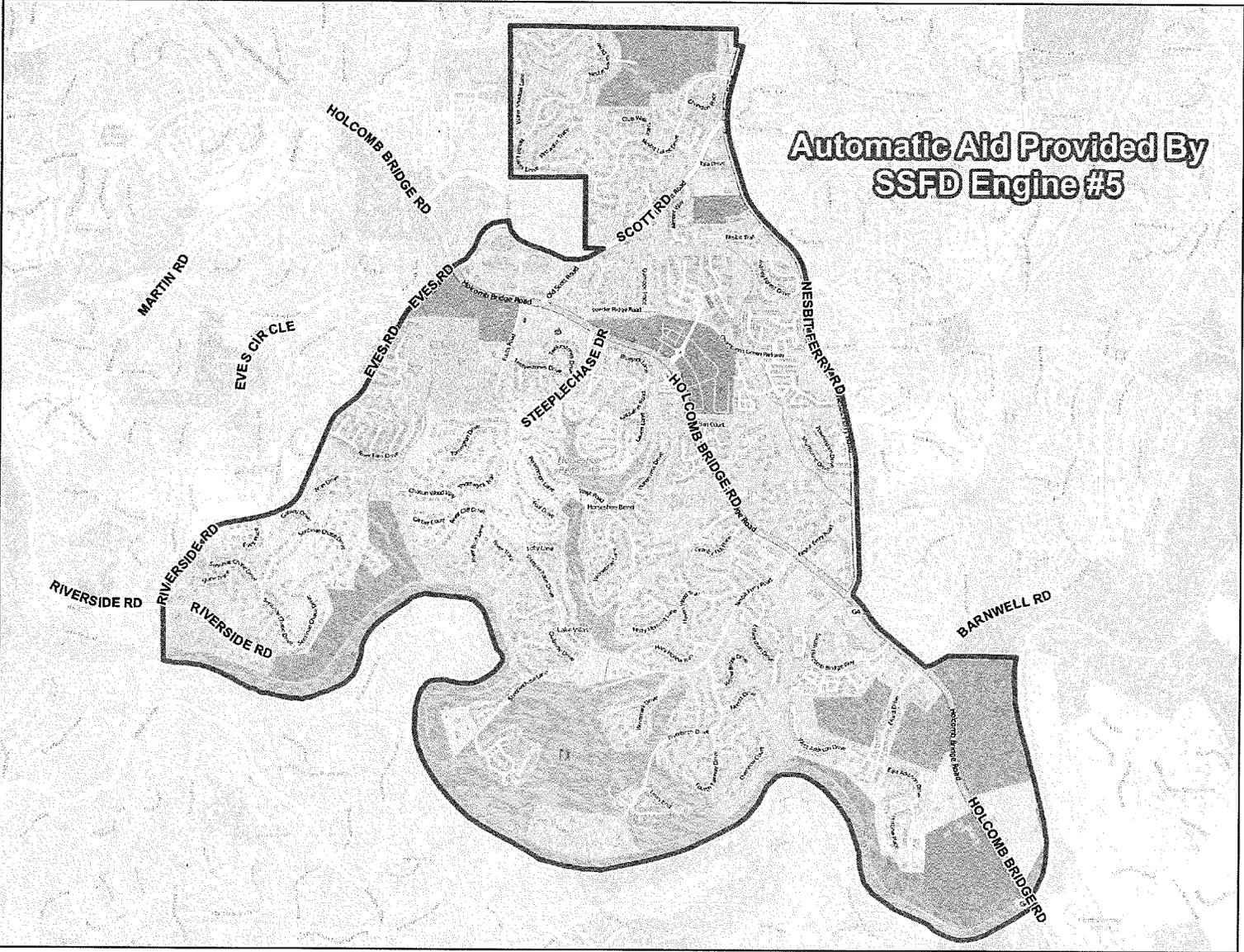
Automatic Aid Provided By  
SSFD Station #1

Sandy Springs

Automatic Aid Provided By  
SSFD Engine #5

Automatic Aid Provided By  
RFD Engine #7

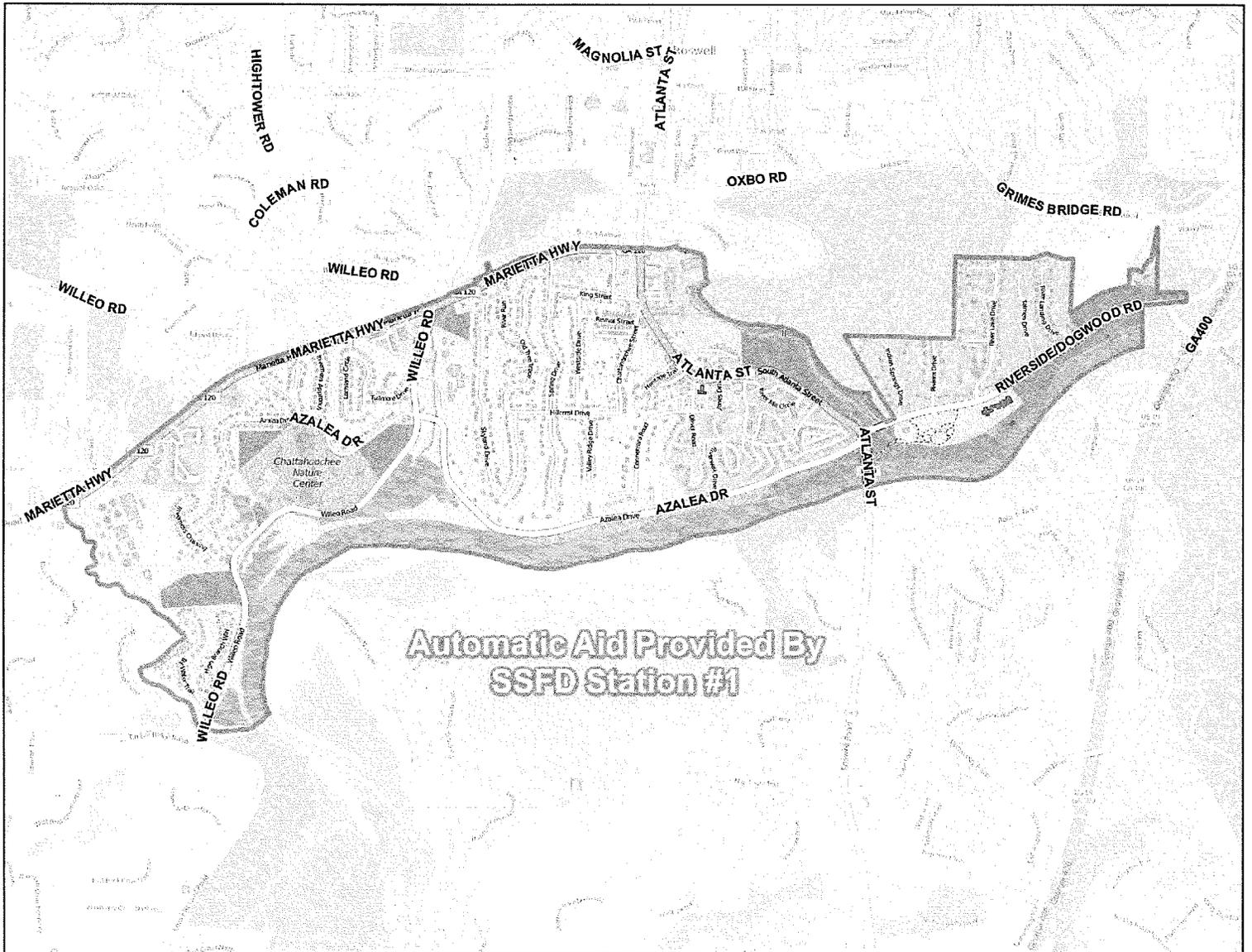
**Automatic Aid Provided By  
SSFD Engine #5**



# Automatic Aid Provided By RFD Engine #7







Automatic Aid Provided By  
SSFD Station #1