

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AND EXECUTE A MUTUAL AID AND AUTHOMATIC AID AGREEMENT WITH THE CITY OF ATLANTA TO PROVIDE MUTUAL AID ASSISTANCE BETWEEN THE SANDY SPRINGS FIRE RESCUE DEPARTMENT AND THE ATLANTA FIRE DEPARTMENT AND FOR OTHER PURPOSES

WHEREAS, the City of Sandy Springs, Georgia and the City of Atlanta, Georgia are contiguous and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical, other emergency services and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia 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 and emergency medical to the other party in the event of fire or other local emergency, and to take a part in the joint training exercises; and

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual and first response, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3; and

WHEREAS, Section 36-69-1, et. Seq. of the Official Code of Georgia authorizes extraterritorial cooperation and assistance to local law enforcement agencies and fire departments; and

WHEREAS, the Mayor and Council of the City of Sandy Springs have determined it to be in the best interest of the citizens of Sandy Springs to provide for their mutual aid and protection in local emergencies by entering into a mutual aid agreement with the City of Atlanta

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sandy Springs, Georgia, and it is hereby resolved by the authority of same as follows:

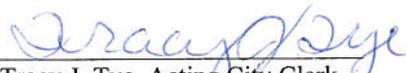
Section 1: The Mayor or her designee is hereby authorized to execute on behalf of the City of Sandy Springs, Georgia, that intergovernmental Agreement entitled, "AGREEMENT OF MUTUAL AID AND AUTOMATIC AID," in substantial form to that document attached as Exhibit "A" hereto for the mutual provision of fire and support services between the fire departments of the City of Sandy Springs and City of Atlanta, said agreement to become effective upon approval by Council and execution by the Mayor

RESOLVED this 4th day of November, 2008.

Approved:


Eva Galambos, Mayor

Attest:


Tracy J. Tye, Acting City Clerk
(Seal)





Agreement of Mutual Aid and Automatic Response

This agreement is made and entered into this 27th day of November by and between the City of Sandy Springs, a political subdivision of the state of Georgia, acting by and through its duly elected city council, and the City of Atlanta, Georgia, organized and existing under the laws of the State of Georgia, acting by and through its duly elected city officials.

WITNESSETH:

WHEREAS, the City of Sandy Springs, Georgia and the City of Atlanta, Georgia are contiguous; and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical, other emergency services, and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia 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 and emergency medical to the other party in the event of fire or other local emergency, and to take part in the joint training exercises, and,

WHEREAS it is the desire of the signatories hereto to enter into this agreement for mutual and first response, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

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

ARTICLE I- FIRST RESPONSE AUTOMATIC AID

Paragraph 1.0 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the City of Sandy Springs Fire Chief and the City of Atlanta Fire Chief and attached and incorporated hereto as Addendum A and hereinafter referred to as "response district".

Paragraph 1.1 In the event of any fire, rescue, disturbance, or other fire related local emergency occurs in the response district, the City of Sandy Springs and the City of Atlanta shall furnish such fire suppression, prevention, protection, and rescue services as may be reasonable required to cope with such emergency, as part of the first response assignment, subject to the limitations hereinafter set forth in this agreement.

ARTICLE II -MUTUAL AID

Paragraph 2.0 The level of first response automatic aid and secondary mutual aid shall be extended to a level agreed upon by the City of Sandy Springs Fire Chief and the City of



Atlanta Fire Chief as described in Addendum B attached hereto and by this reference incorporated herein. The party furnishing aid shall determine the actual amount of equipment and staff it will extend in each instance of emergency based on the available personnel and equipment and of local conditions at the time of the emergency.

Paragraph 2.1 It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Fire Chief or Commissioner/ Director of Public Safety of Public Safety of the furnishing jurisdiction if circumstances warrant.

Paragraph 2.2 It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE III- SUPERVISION

Paragraph 3.0 The furnishing jurisdiction shall not furnish a Battalion Chief or Assistant Chief unless the jurisdiction receiving the aid does not have a Battalion Chief or Assistant Chief available and a specific request for a Battalion Chief or Assistant Chief is made at time that the request for aid is made.

Paragraph 3.1 If a Battalion Chief or Assistant Chief is requested, then that officer is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving aid.

Paragraph 3.2 Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 3.1.

Paragraph 3.3 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.1.

Paragraph 3.4 The receiving jurisdiction will be responsible for providing gasoline, diesel fuel, oil and other material as needed for use of equipment at the scene of the emergency or payment upon receipt of invoice after the emergency.

ARTICLE IV-LIABILITY

Paragraph 4.0 There should be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

Paragraph 4.1 Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

Paragraph 4.2 All repairs of damages to any equipment or apparatus shall be done by the owner jurisdiction.



ARTICLE V-COMPENSATION

Paragraph 5.0 No party under this agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this agreement.

Paragraph 5.1 The mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties.

Paragraph 5.2 Each party to this agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 5.3. Each party shall pay its own personnel without cost to the other party except as to the provision of fuels and other material for use of equipment at the scene of the emergency pursuant to Paragraph 3.4 above.

ARTICLE VI-RELEASE OF CLAIMS

Paragraph 6.0 Each of the parties agree to release the other party from any and all liabilities, claims, judgment, cost or demands for damage to that party's property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this agreement.

ARTICLE VII-INJURIES TO PERSONNEL

Paragraph 7.0 Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE VIII-INJURIES TO PERSONNEL

Paragraph 8.0 This agreement shall not be construed as, or deemed to be, an agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE IX-TERM OF AGREEMENT

Paragraph 9.0 This agreement shall commence on the date of its entry on the Minutes of the _____ of the _____ City Council in open meeting and spread on the Minutes of the governing body of Atlanta, Georgia and shall continue until December 31. This agreement shall automatically be renewed by the parties on January 1st, and each year thereafter on January 1st unless and until such time as written notices of termination or modification is received by either party within ninety (90) days of the expiration



of the term of this agreement on December 31st.

Paragraph 9.1 Nothing in this Article shall preclude termination pursuant to Article 15.

ARTICLE X-DISPATCHING OF ALARM

Paragraph 10.0 The dispatcher of the party having control will dispatch the departments' pre-assigned apparatus first.

Paragraph 10.1 The dispatcher will then contact the Chief-in-charge or his/her designee for the Fire Department providing automatic aid and inform them to dispatch the agreed upon AUTOMATIC AID apparatus to the alarm.

Paragraph 10.2 When dispatching apparatus to a location involving AUTOMATIC AID, each party's dispatcher will announce that AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

ARTICLE XI-FIRE SCENE COMMUNICATIONS

Paragraph 11.0 The officer in charge of the jurisdiction having control shall provide specific instructions to the AUTOMATIC AID officer arriving on the emergency scene unless and until a more sophisticated fire scene communications system can be provided for the automatic aid system.

Paragraph 11.1 Whenever possible, the officer in charge of the emergency should provide the AUTOMATIC AID officer with a portable radio for use during the emergency.

Paragraph 11.2 Upon arriving on the scene, the AUTOMATIC AID officer shall keep his department informed of his status. If it appears the automatic aid equipment will be needed on the scene for an extended period of time, the AUTOMATIC AID officer should so advise his dispatcher. This will allow the department providing automatic aid to better prepare for covering this company's territory while it is committed to the AUTOMATIC AID assignment.

ARTICLE XII-MOVE UP OF EQUIPMENT

Paragraph 12.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary of their department.

ARTICLE XIII-ADMINISTRATION

Paragraph 13.0 It is agreed by each of the parties that for the purpose of liaison and administration, the City of Sandy Springs Fire Chief and the City of Atlanta Fire Chief shall be jointly responsible.



ARTICLE XIV-ENTIRE AGREEMENT

Paragraph 14.0 This agreement shall constitute the entire agreement between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the City of Sandy Springs, acting by and through its Mayor and City Council, and the City of Atlanta, acting by and through its Mayor and City Council.

Paragraph 14.1 This agreement shall be the sole instrument for the provision of an emergency fire service between parties hereto.

ARTICLE XV-TERMINATION

Paragraph 15.0 Either party to this agreement may terminate the agreement by giving not 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.

ARTICLE XVI-SEVERABILITY OF TERMS

Paragraph 16.0. In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII-GOVERNING LAW

Paragraph 17.0. This agreement shall govern in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

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08-R-1788

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AN RESOLUTION BY:

PUBLIC SAFETY AND LEGAL
ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR
OR HER DESIGNEE TO ENTER INTO AND
EXECUTE AN MUTUAL AID AND AUTOMATIC
AID AGREEMENT WITH THE CITY OF
SANDY SPRINGS TO PROVIDE MUTUAL AID
AND ASSISTANCE BETWEEN THE ATLANTA
FIRE RESCUE DEPARTMENT AND THE
SANDY SPRINGS FIRE DEPARTMENT
AND FOR OTHER PURPOSES.

ADOPTED BY

OCT 06 2008

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee Public Safety & Legal Admin

Date 9/30/08

Chair Glee Winslow

Referred To

PSLA Committee

Date

9/30/08

Chair

[Signature]

Action

Fav, Adv, Hold (see rev. side)

Other

[Signature]

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

[Signature]

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

[Signature]

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

[Signature]

Members

Refer To

Committee

Date

FINAL COUNCIL ACTION

2nd

1st & 2nd

3rd

Readings

Consent

V Vote

RC Vote

CERTIFIED

OCT 06 2008

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED

OCT 06 2008

[Signature]
MUNICIPAL CLERK

APPROVED

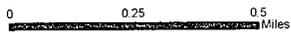
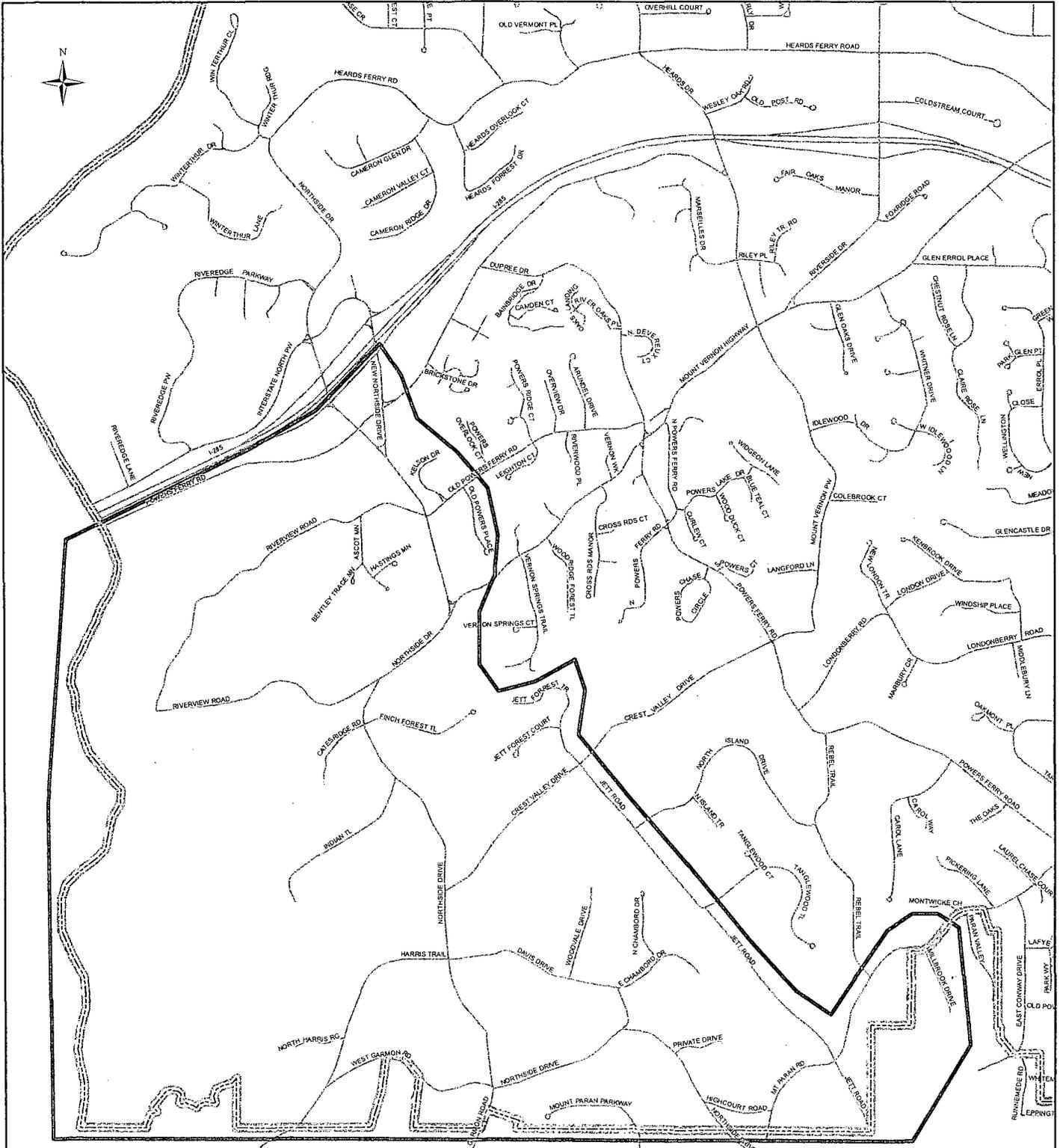
OCT 14 2008

[Signature]
MAYOR

ADDENDUM A



Automatic Aid Response Area
Atlanta Fire Station #27



Legend

 Extent of Response of Atlanta Fire Station #27 in Sandy Springs

This map has been compiled from the most accurate source available from Atlanta County and the City of Sandy Springs. However, the map is for reference purposes only and is not intended to be used as a legal instrument. The City is not responsible for any errors or omissions on this map. Copyright © 2008 City of Sandy Springs, GA 30108. All rights reserved. Maps may be reproduced or transmitted for personal or internal use only, provided that the City of Sandy Springs is properly acknowledged as the source. No part of this map may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage or retrieval system, without an express written permission in writing by the City of Sandy Springs. Printed and sold by the City of Sandy Springs, GA at (770) 735-5683 or georgia.maps@cityofsandy.com

ADDENDUM B

Automatic/Mutual Aid Atlanta Station 27

Subject to the terms and conditions as set forth in the Agreement, unless specific numbers and types of apparatus are requested, the following apparatus shall be dispatched:

ALL CALLS

1 - Type engines (3 personnel)

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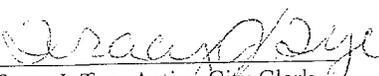
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RESOLVED this 4th day of November, 2008.

Approved:


Eva Galambos, Mayor

Attest:


Tracy J. Tye, Acting City Clerk
(Seal)



Agreement of Mutual Aid and Automatic Response

This agreement entered into this 20th day of November
by and between the City of Sandy Springs and City of Atlanta.

CITY OF SANDY SPRINGS

By: Eva Galambos

Name: Eva Galambos

Title: Mayor

Attest: Tracy Tye

Name: Tracy Tye

Title: Acting City Clerk