

STATE OF GEORGIA

RESOLUTION NO. 2006-12-101

COUNTY OF FULTON

RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND COBB COUNTY GOVERNMENT FOR MUTUAL AID FOR FIRE AND EMERGENCY MEDICAL SERVICES.

Whereas, the City of Sandy Springs desires to provide the best possible protection to its citizens, businesses, and visitors; and

Whereas, disastrous incidents and immediate response emergencies occur, during which conditions of extreme peril exist which threaten the safety of person and property; and

Whereas, by combining the resources of the City of Sandy Springs Fire Department with the resources of the Cobb County Fire Department during disastrous incidents and immediate response emergencies, the life and property of all citizens may be better protected; and

Whereas, the City of Sandy Springs desires to prevent disastrous incidents from occurring; and

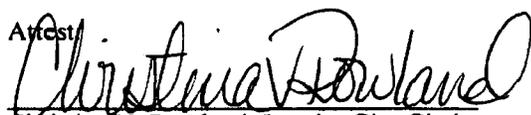
Whereas, the City of Sandy Springs desires to maximize the protection of life and property when disastrous incidents and immediate response emergencies occur; and

Whereas, the State of Georgia has provided for Mutual Aid Resources Pacts through O.C.G.A. 524-6-1 et seq. and O.C.G.A. 36-69-1 et seq.

Now, therefore, the Mayor and Council of the City of Sandy Springs, pursuant to their authority, do hereby adopt and approve a Resolution authorizing an Intergovernmental Agreement between the City of Sandy Springs and Cobb County for Mutual Aid for Fire and Emergency Medical Services.

The above Resolution was read and approved by the Mayor and Council of the City of Sandy Springs, Georgia on the 5th day of December 2006.

Attest:



Christina V. Rowland, Interim City Clerk
(Seal)


Eva Galambos, Mayor



STATE OF GEORGIA

COUNTY OF COBB

**AGREEMENT OF MUTUAL AID
FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This Agreement is made and entered into this **13th day of December, 2006** by and between Cobb County, a political subdivision of the State of Georgia, acting by and through its Fire Chief with the authority of the duly elected Board of Commissioners, and the City of Sandy Springs, acting by and through its Fire Chief with the authority of the duly elected City Council.

WITNESSETH:

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

WHEREAS, Cobb County and the City of Sandy Springs each maintain and staff a fire department for the purpose of providing fire suppression, protection, prevention, and emergency medical services;

WHEREAS, Cobb County and the City of Sandy Springs have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental assistance in providing local emergency, fire suppression, protection, prevention and emergency medical services to the other party in the event of a fire or other local emergency, and to take part in joint training exercise; and

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual aid and first response pursuant to the 1983 Constitution of the State of

Georgia Article IX, Section II, Paragraph 3 and Article IX, Section III, Paragraph 1.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree to follow:

ARTICLE 1 - TERM OF AGREEMENT

This agreement shall commence on the date of **December 13, 2006** and shall continue until **December 13, 2009**. This agreement shall automatically be renewed by the parties each year thereafter unless and until such time as written notice of intention not to renew or notice of modification is received by either party within ninety (90) days prior to the expiration of the term of this agreement.

ARTICLE 2 - TERMINATION

Either party to this agreement may terminate the agreement by giving not less than one hundred and eighty (180) days written notice to the other party. Upon the running of one hundred eighty (180) days from such written notice, this agreement shall be terminated. Notice to Cobb County should be mailed to:

Fire Chief
Cobb County Fire & Emergency Services
1595 County Services Parkway
Marietta, GA 30080

Notice to the City of Sandy Springs should be mailed to:

Sandy Springs Fire Department
7849 Roswell Road, Suite 500
Sandy Springs, GA. 30350
Attn: Fire Chief

ARTICLE 3 - LIABILITY

There shall be no liability imposed on any party or its personnel for failure to

respond to requests for aid. Every employee shall be deemed to be the employee and agent of his/her regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his/her regular employer. All damages or repairs to any equipment or apparatus that occur in the normal operation shall be the responsibility of the owner jurisdiction.

ARTICLE 4 - COMPENSATION

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. The mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties. Each party to this agreement shall comply with workers' compensation laws of the State of Georgia without any cost to the other party. Each party shall pay its own personnel without cost to the other party.

ARTICLE 5 - RELEASE OF CLAIMS

Each of the parties agrees to release the other party from any and all liabilities, claims, judgments, costs or demands for damage to that party's property whether arising directly or indirectly 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 employee by reason of an injury occurring while their services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing such person.

ARTICLE 7 – REQUEST FOR ASSISTANCE

Each party agrees that the timing of the request for mutual aid is critical to the effectiveness of the assistance being requested. Each party agrees that in order to expedite the response to the request for mutual aid, field officers or dispatch center personnel may make the request for mutual aid as soon as possible and in the most direct manner and that the requesting party's designee may be the incident commander or the officer (or acting officer) on apparatus responding to the incident.

When either party determines that it is necessary to request mutual aid, the requesting party or its designee is authorized to make the request in these ways:

- Via radio directly from the requesting jurisdiction's unit to the requested jurisdiction's dispatch center, or
- Via telephone or radio between dispatch centers.

Both of these methods ensure that unit assignment and status is heard and understood by the providing jurisdiction's dispatch center and that the request is captured in audio documentation.

ARTICLE 8 - ASSISTANCE

Each party agrees that it is to the mutual advantage of both parties to provide supplemental fire suppression, protection, and prevention equipment and/or personnel to each other in the event of a fire or other emergency when primary resources are insufficient to contain the situation on a timely basis. The party requesting mutual aid is responsible for identifying specific needs regarding equipment and/or personnel. The party furnishing mutual aid will determine the actual amount of aid extended in each instance based on the availability of personnel and/or equipment in light of the specific

needs identified. The equipment and/or personnel provided for mutual aid may be recalled at the sole discretion of the furnishing jurisdiction if circumstances warrant.

ARTICLE 9 - ADMINISTRATION

It is agreed that for the purpose of liaison and administration, the Cobb County Fire Chief and the City of Sandy Springs Fire Chief shall be jointly responsible.

ARTICLE 10 - MISCELLANEOUS

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.

This agreement shall constitute the entire agreement between the parties, and no modification shall be binding upon the parties unless evidenced in writing and signed by both parties.

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.

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

IN WITNESS WHEREOF, the parties set their hands and seals this 13th day of December, 2006.

FOR COBB COUNTY, GEORGIA:

Rebecca Denlinger, Fire Chief

Date

FOR CITY OF SANDY SPRINGS, GEORGIA:

Jack McElfish, Fire Chief

Date