



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: March 25, 2014

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration of Approval of Agreement of Mutual Aid between the City of Sandy Springs and the City of Atlanta for Supplemental Fire Protection and Support Services

MEETING DATE: For Submission onto the April 1, 2014, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Agreement of Mutual Aid

APPROVAL BY CITY MANAGER: JMM APPROVED

PLACED ON AGENDA FOR: 4/1/2014

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: SMY

REMARKS:



TO: John McDonough, City Manager

FROM: Jack K. McElfish, Fire Chief

DATE: March 25, 2014, for Submission of the April 1, 2014 City Council Meeting

ITEM: Consideration of Approval of Agreement of Mutual Aid between the City of Sandy Springs and the City of Atlanta for Supplemental Fire Protection and Support Services

Recommendation:

The Fire Chief recommends that the Mayor and City Council approve the attached resolution authorizing the Mayor to sign the Mutual Aid Agreement between the City of Atlanta and the City of Sandy Springs for Supplemental Fire Protection and Support Services.

Background:

The City of Sandy Springs and the City of Atlanta fire departments have had an “Automatic Aid” Mutual Aid Agreement with each other since 2007 when the City of Sandy Springs Fire Rescue Department went operational. This agreement was for Sandy Springs Fire Station 4 at 4697 Wieuca Road and later for Atlanta Fire Station 27 at 4260 Northside Drive to have the closest Fire Station respond automatically into each other’s jurisdiction. For example, Sandy Springs Fire Station 4 will respond into the City of Atlanta automatically if they are the closest fire station and City of Atlanta Fire Station 27 will respond to the City of Sandy Springs if they are the closest fire station. This Automatic Aid Mutual Aid Program has been a great program for both cities.

Automatic Aid is when fire or rescue units are dispatched on the initial alarm. This has been decided on prior to dispatch and procedures are already in place to dispatch units automatically. Mutual Aid is when the call has been dispatched and usually the first alarm companies or incident commander determines he/she needs more personnel/equipment than Mutual Aid is requested.

The Resolution being presented for approval will not supersede the current Automatic Aid Agreement that we currently have with Sandy Springs Fire Station 4 and Atlanta Fire Station 27.

In the past 8 plus years, the Metro Atlanta Fire Chiefs Association (MAFC) along with the International Association of Fire Chiefs (IAFC) and the Georgia Mutual Aid Agreement Association (GMAG) have been working on developing more formal Mutual Aid Agreement programs so that contiguous jurisdictions have everything agreed to prior to a major incident where it exceeds the capability of any one jurisdiction. The Agreement being presented also will help the City of Atlanta and the City of Sandy Springs Fire Departments in achieving their



National Accreditation through the National Center of Public Safety Excellence. Atlanta Fire is now being re-accredited and Sandy Springs Fire Rescue is in the process to become an Accredited Agency. Another factor for both cities is that it provides points for our Insurance Services Evaluation (ISO).

Discussion:

N/A

Alternatives:

N/A

Financial Impact: There is no financial impact.

Attachments:

- I. Exhibit
 - Agreement of Mutual Aid
- II. Resolution

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A
MUTUAL AID AGREEMENT WITH THE CITY OF ATLANTA TO PROVIDE MUTUAL
AID ASSISTANCE BETWEEN THE SANDY SPRINGS FIRE RESCUE DEPARTMENT
AND THE ATLANTA FIRE DEPARTMENT**

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

WHEREAS, the City of Sandy Springs and the City of Atlanta 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 Atlanta, Georgia resolves to provide the best possible protection to its citizens in accordance with Georgia Law 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-mined jurisdictions.

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto, to enter into this Agreement for Mutual Aid pursuant to the Georgia Mutual Aid Act. O.C.G.A. Section 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.

Section 1: The Mayor or his designee is hereby authorized to execute on behalf of the City of Sandy Springs, Georgia, that entitled, “**AGREEMENT OF MUTUAL AID**”, in substantial form to the 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 effective upon approval by Council and execution by the Mayor

RESOLVED this the 1st day of April, 2014.

Approved:

Russell K. Paul, Mayor

Attest:

Michael D. Casey, City Clerk

(Seal)

CITY OF ATLANTA

AGREEMENT OF MUTUAL AID

This agreement is made and entered into this _____ day of _____ 2014, by and between THE CITY OF ATLANTA, GEORGIA, a municipal corporation/county existing under the laws of the State of Georgia (referred hereto as “the City”/“the County”) and THE CITY OF SANDY SPRINGS, GEORGIA, a political subdivision in the State of Georgia (referred hereto as “the County”/“the City”).

WITNESSETH

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

WHEREAS, the City of Atlanta and the City of Sandy Springs 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 Atlanta 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 materials, and support services to the other in the event of a fire or 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 Atlanta, Georgia resolves to provide the best possible protection to its citizens in accordance with Georgia Law 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.

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto, to enter into this Agreement for Mutual Aid pursuant to the Georgia Mutual Aid Act O.C.G.A. Section 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 thereafter be it resolved as follows:

The City of Sandy Springs, Georgia designates the Fire Chief or his/her designee to act on behalf of the City of Sandy Springs on all matters relating to the activities and functions of the Georgia Mutual Aid Pact.

The City of Sandy Springs, Georgia may withdraw its agreement by delivering written notice to the City of Atlanta Fire Rescue Chief giving ninety (90) days notice pursuant to O.C.G.A. 25-6-1 et seq.

There shall be no liability imposed on the City of Sandy Springs, Georgia for any action or failure to act as a party of this Agreement/Pact. (O.C.G.A. 25-6-5)

That the City of Sandy Springs Fire Chief or his/her designee shall be authorized to act on behalf of the City of Sandy Springs Fire Department on all matters relating to the activities and functions of the Mutual Aid Resource Agreement/Pact once it has been established.

That the City of Sandy Springs Fire Department liabilities, privileges, and immunities, including those of its firefighters and other personnel acting on its behalf, shall be governed by O.C.G.A. 25-6-1 et seq.

That each party agrees to furnish resources and facilities and to render services to prevent and combat any type of fire disaster or major emergency in accordance with duly adopted mutual aid plans (Georgia Emergency Operations Plan [GEOP], Emergency Management Assistance Compact [EMAC], Local Emergency Operational Plan [LEOP], Georgia Mutual Aid State Fire And Rescue Response Plan) whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.

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

MUTUAL AID – 1.0

1(a): The level of mutual aid shall exist at a level agreed upon in writing and signed by both, the City of Atlanta Fire Chief and the City of Sandy Springs Fire Chief or a designee of the respective Fire Chief. 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 emergency. Such amount may be in excess of that generally available as provided in this article.

1(b): Aid actually furnished may be recalled at the discretion of the Fire Chief or Commissioner/Director of Public Safety or their designee of the furnishing jurisdiction.

1(c): The parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chief or designee of the respective Fire Chief.

1(d): Requesting parties will accept credentials of deployed teams and resources as defined by the Georgia State Standards and Training Council and in other response plans (local, regional, state, interstate) as specifically defined.

SUPERVISION – 2.0

2(a): The furnishing jurisdiction shall dispatch a Chief Officer (Incident Command System [ICS], National Incident Management System [NIMS] Qualified Incident Commander). The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

2(b): When the furnishing jurisdiction's (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer arrives before the (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer of the receiving jurisdiction, that officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

2(c): Personnel who are being furnished will work under their own supervisors and with their own equipment except as provided in paragraph 2(a).

2(d): All general direction relative to the work will be given by the appropriate officers of the receiving jurisdiction to the (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer of the furnishing jurisdiction under the authority of O.C.G.A. 36-69-3(b,e) except as provided in paragraph 2(a).

LIABILITY – 3.0

3(a): There is no special duty imposed by this Agreement on either party or its respective personnel to respond to fire, rescue, or other calls pursuant to this Agreement as per O.C.G.A. 25-6-5-(a).

3(b): No employee of a party shall be deemed to be an employee or agent of the other party because of any action or incident arising pursuant of this Agreement as per O.C.G.A.25-6-5-(b).

3(c): All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A.25-6-5-(c).

COMPENSATION FOR AID – 4.0

4(a): Equipment, personnel, and/or services provided pursuant to this agreement for periods or durations not exceeding 24 hours shall be at no charge to the party requesting aid with the only exception of expendable items such as foam which shall be replaced by the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statutes (see attachment A).

RELEASE OF CLAIMS – 5.0

5(a): Each of the parties agree 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 of this Agreement as per O.C.G.A. 25-6-5(b).

THIRD PARTY BENEFICIARIES – 6.0

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

TERM OF AGREEMENT – 7.0

7(a): This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the parties. This Agreement shall stand automatically renewed by the parties on January 1, and each year thereafter on January 1, 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 first term or any renewal term thereafter.

7(b): Nothing in this article shall preclude termination pursuant to article 10.

STANDBY OF EQUIPMENT – MUTUAL AID – 8.0

8(a): Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

8(b): In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the jurisdiction may request aid to cover vacant areas by locating mutual aid units into the affected jurisdiction.

ENTIRE AGREEMENT – 9.0

9(a): 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.

9(b): This Agreement shall be the sole instrument for the provision of emergency fire and rescue service mutual aid between the parties.

TERMINATION – 10.0

10(a): Either party of this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

SEVERABILITY OF TERMS – 11.0

11(a): 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.

GOVERNING LAW – 12.0

12(a): This Agreement shall be governed in all respects by the laws of the State of Georgia.

CONSTRUCTION – 13.0

13(a): Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the parties under a Mutual Aid Agreement as specifically provided by the Georgia Mutual Aid Act O.C.G.A. 25-6 et seq.

IN WITNESS WHEREOF, we have caused this Agreement to be executed on the date appearing above.

CITY OF ATLANTA, GEORGIA

By: _____
Fire Chief, City of Atlanta

Witness

By: _____
Mayor, City of Atlanta

Witness

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Fire Chief, City of Sandy Springs

Witness

By: _____
Commissioner Chairman/Mayor, City of Sandy Springs

Witness

Addendum A

Compensation for Aid Protocol

Financial Reimbursement (when applicable)

Reimbursement procedures (In-State Mutual Aid Incidents [24-72 hours], Extended In-State Mutual Aid Incidents [Greater than 72 hours], Extended Out-of-State Mutual Aid Incidents [Greater than 72 hours]).

Financial Assistance

When a major or catastrophic emergency has been declared, then aid and assistance may be requested from the state of Georgia. Such financial assistance is made available on a supplemental basis through a process of application and review. The governor reviews the application, studies the damage estimates and, if appropriate, declares the area a state disaster. This official declaration makes state funds, personnel, reimbursement for resources and liability coverage available.

The governor may apply to the President for federal disaster assistance. A similar assessment of the application and damage estimates is completed. If the need for federal assistance is justified, the President may issue a major declaration and resources are made available. This official declaration makes federal funds, personnel, resources reimbursement and liability coverage available. The state may reimburse deployed local resources within 30 working days after submitted paperwork has been verified and audited.

NOTE: The above assistance applies to State and Federal declarations for disaster assistance ONLY.

Any local declaration that has not been a state or federally declared emergency disaster places the responsibility of personnel, reimbursement for resources and liability coverage on each local government rendering assistance and NOT the State or Federal government. Typically, state and/or federal reimbursement funding is not available for locally declared emergencies that do not require state or federal assistance unless otherwise determined by law and/or state or federal officials.

Each deployment is unique in detail and concept, therefore, always request the "Rules of Engagement" document that is generally issued in a major deployment by GMAG and is available on the GMAG website during deployments (www.gmag.org).

State or Federal Reimbursement

This section serves as a reference for information on disaster cost recovery to assist individuals in documenting disaster-related expenditures. This section is tedious and burdensome, but it reflects GEMA's/ FEMA's requirements and emphasizes the need for meticulous compliance.

When the individual, crew, task force, department, etc. fails to submit a comprehensive, detailed, and accurate report to the Finance Section Chief, in a timely manner [within ten days of return to home duty station - see ICS Form 214, crew time sheet, equipment time sheet, etc.] portions of the claim, and possibly the entire claim, may be disallowed and the home department may be required to absorb all costs, liability, expenditures, payroll, overtime, etc. for their participation in the deployment. This section does not guarantee reimbursement for self-dispatch, gratuitous volunteering or donation of time/equipment/supplies/etc.

Reimbursement Eligibility

To meet eligibility requirements for FEMA reimbursement, an item of work must:

- Be required as the result of a declared disaster/incident/event
- Be located within a designated area
- Be the legal responsibility of the eligible applicant
- Be financially tracked through a recognized accounting system

DEPLOYING RESOURCE MUST DOCUMENT ALL EXPENSES

- *RETAIN PROOF OF EXPENSES AND PROOF OF PAYMENT*
- *TRAVEL (LODGING, MEALS, GAS, RENTAL VEHICLE)*
- *PERSONNEL WORK TIME (TIMESHEETS & PAY RATES)*
- *EQUIPMENT OPERATING HOURS & RATE*
- *ANY PURCHASES ASSOCIATED WITH MISSION MUST BE PRE-APPROVED BY REQUESTING STATE ON REQ-A*

FEMA Categories of Work

FEMA provides reimbursement of funds based on the type of disaster-related work that was performed. Each activity for disaster-related work is eligible for a specific amount of reimbursement. Therefore it is imperative that all disaster-related work activities must be identified and documented as one of the following FEMA categories.

Under the GEMA Statewide Emergency Response Plan (GEOP), the work most often performed under a Declaration of this Plan is Emergency Work. Work performed immediately; to save lives; protect improved property; public health and safety; or to avert or lessen the threat or impacts of a major disaster.

Emergency Work contains two categories:
Category A - Protective Measures
Category B - Debris Clearance

Disaster-Related Expenditures

FEMA through GEMA will provide reimbursement of expenditures to perform emergency protective measures in disaster-related work. Reimbursement must be in accordance with Federal Financial Management Annex and 44 CFR, Part 206. Examples of eligible reimbursement activities include, but are not limited to:

1. Payroll expense for personnel confirmed as operating at the incident
2. Hourly cost to operate capital equipment (fire engines, rescues, etc.) at the incident/event
3. Expendable materials use at the incident/event
4. Equipment leased/purchased specifically for the incident/event contracted services made necessary by the disaster

Expenses for Personnel

According to the federal regulations, only actual hours worked, either overtime hours or regular time hours, can be claimed for FEMA category A & B (emergency work). If time and one-half or double time is paid to regular hourly employees for overtime or holiday work, these payments must be in accordance with rates established prior to the response - (i.e. Collective Bargaining Agreement or confirmed home departmental guidelines/practices).

On occasion, FEMA approves reimbursement for an option known as "backfilling". If approved, this option would allow the department to be reimbursed when personnel are called back to work to replace a deployed employee already approved to perform disaster related activities outside their home jurisdiction. Accurate payroll records must be maintained to clearly identify the employee's overtime hours versus regular time hours. In addition, records must identify and validate each employee by name, location, assigned task, purpose of the work and hours worked in order to designate the proper FEMA category and validate the claim. The records must also include the GMAG, GEMA, EMAC, or USFS Mission Tracking Number. It is imperative that each member of a deployed resource is accounted for daily on an ICS 214, "Unit Log". In cooperation with GEMA and the Georgia Forestry Commission, resources deployed under the Georgia State Fire & Rescue Response Plan will be reimbursed only for actual hours worked while assisting the requesting agency, plus travel time to and from home base. **This includes personnel assigned to the Fire Mutual Aid Coordination Center (FMACC) or other area dispatch locations.**

The practice known as "portal-to-portal" pay is endorsed by the Georgia Fire Services and will also be reimbursed as a routine part of Georgia Fire Service deployments including the FMACC and FMACC related activities.

For example:

A 7-day on site work schedule will charge 9 days:

- 1 day travel out (10 hour maximum driver time)
- 7 days at work site (12 hour work shift daily)
- 1 day travel in (10 hour maximum)

A 14-day on site work schedule will charge 16 days

- 1 day travel out (10 hour maximum driver time)
- 14 days at work site (12 hour work shift daily)
- 1 day travel in (10 hour maximum driver time)

Note: All deployed personnel will be returned 'at home' by 2200 hours

***Portal – to - Portal
Georgia Fire Service
Administratively Determined [AD] Casual Hire
Pay Plan (7/01/06) with selected samples**

AD-1	7.50/hr – 15.00/hr Trainee/Apprentice/Task Level
AD-2	15.00/hr – 25.00/hr [Intern = 20.00] Crew Member Time Recorder
AD-3	20.00/hr – 30.00/hr [Assistant Instructor 25.00] Squad Boss Ordering Manager
AD-4	25.00/hr – 35.00/hr [Lead Instructor 30.00] Engine Boss Staging Area Manager
AD-5	35.00+/hr – negotiable T/F Leader [Class/School/Session Coordinator] Group Leader Technical Specialist

Administratively Determined- Defined and Explained:

The original intent of the Administratively Determined Pay Plan for Emergency Workers (AD Pay Plan) was to hire and pay temporary workers in emergency situations. It is an emergency stand-alone pay and hiring process outside the provisions of regular pay and employment practices. No overtime or hazard pay is authorized under this Pay Plan.

An individual is paid on the basis of the job/position they are performing at the incident and NOT the job/position they occupy at their home agency. The Pay Plan is administratively set by the hiring agency.

Personnel Deployment Eligibility:

Duties: Deployed personnel will be assigned duties consistent with their certified training and skill level, experience and certifications. Activities they may be engaged in include fire suppression, pre-hospital medical care (1st responder or advanced life support as assigned); hazardous materials response at the operations level [technician level preferred] in support of a qualified hazardous materials response team; rescue activities and citizen assistance calls.

Selection Criteria: Selection for personnel, and minimum specified performances of equipment are a necessity to ensure the safety and welfare all participants and the Fire Fighters and Medical personnel they will be serving.

Typing: Both full-time and volunteer firefighters, medical and law enforcement personnel may participate upon verification from the sending agency that the individual meets at least the minimum standards established by the sending jurisdiction, or exceed the existing state standards in place at the time of the deployment.

- **Task Force Leaders** - Senior Company Officer (Capt.) Law Enforcement Superior Officers, or current Chief Officers within a response organization. Must have strong command and administrative experience. Task Force Leader training is preferred. NFPA 1021 or equivalent. NWCG TFLD, STRL, ICT3 or equivalent
- **Safety Officer** - FDSOA Certified Incident Safety Officer preferred or equivalent combination of training, experience and confirmed performance as a Safety Officer. Safety Officer training is preferred. NWCG SOF3, ICT3 or equivalent.
- **Company Officer** or **Unit Leader** - NFPA 1021, or equivalent. NWCG Engine Boss or equivalent.
- **Fire Apparatus Operator (Fire Fighter -Engineer)** - Must hold a current motor operator license for the vehicle being operated and be certified to operate the vehicle by the vehicle owner.
- **Firefighter/Emergency Medical Technician** - Certified as a Firefighter or Firefighter 1st responder in Georgia. National Registry Emergency Medical Technicians and Paramedics are preferred. We will need medical personnel to staff ALS engines, transport vehicles, Rapid Response Teams [RRT,} and any mobile reaction forces [MRF] established during the operational period in the area of operations [AO]. Firefighter/Emergency Medical Technician- Certified as a Firefighter or Firefighter 1st Responder in Georgia. National Registry Emergency Medical Technicians and Paramedics are preferred.

Employment Option:

Should an agency/jurisdiction elect to continue to compensate, cover and insure their employee, the employee can only be **compensated once**. Monies paid to the employee may be endorsed over to his/her employer.

Compensation will not exceed the Federal Administratively Determined (AD) rates assigned to each position as approved by the hiring agency.

Paid Fire/Rescue Personnel:

Regular and overtime pay may be reimbursed based on each department's policies and requests for reimbursement as it relates to Georgia Fire Service operations. Any time worked above a normal work schedule or 40 hours per week schedule (salaried employees only) may be paid at an Administratively Determined (AD) pay rate as approved by the hiring agency. A signed contract with the individual or Department Head must be on file at the hiring agency. Any employee on approved leave may be paid at an Administratively Determined, (AD) pay rate as approved by the hiring agency. Pay is based on hours spent going to and from the assigned work area and time spent on assigned tasks.

Volunteer Fire/Rescue Personnel and/or Individual personnel separate from their response agency: All volunteers that do not receive pay by their Agencies/Departments will be paid based on an Administratively Determined (AD) rate set by the hiring agency with the following requirements:

- Must be approved by Agency/Department Chief/Director in writing on Agency/Department letterhead (fax is okay).
- Letter contains names of all personnel approved.
- Must have a valid driver's license for vehicle driven.
- Must have a signed agreement with the Department Chief/Director or Individual Contractor for final approval. See Independent Contractor Agreement* stipulations below for more details. Pay is based on hours spent going to and from the assigned work area and time spent on assigned tasks.

*Independent Contractor Agreement- An agreement entered into between a worker (Fire Fighter, Medic, Task Force Leader, etc) or agency and the hiring agency stipulating the contract period, designated AD rate of pay, type of work being performed, and any specific requirements that may be performed on a deployment.

The following stipulations apply to Independent Contract Workers:

- Any deployment including volunteer and off duty paid personnel must be approved by Department Chief/Director in writing on Department letterhead as stated above. Even though personnel may not be on an agency payroll, they must have a sponsoring agency.
- Agency heads have the responsibility of assuring that personnel meet the minimum state requirements of a specific job as indicated above before approving personnel (on or off duty; volunteer or otherwise) to participate in a deployment.

- Each worker is responsible for arranging their own equipment, insurance (unless the Incident provides coverage), transportation (encouraged to use the convoy system as feasible)
- Each worker in NOT covered by their agency's workers compensation insurance
- Payment is to be made within 14 days of the hiring agency's full and final receipt of reimbursement funds from the sponsoring agency unless otherwise agreed upon.
- To ensure prompt payment from the hiring agency, a completed W-9 must be submitted with the contract.
- Personal vehicle mileage shall be reimbursed at the current federal rate per mile with appropriate mileage and activity documentation but not limited to the following: (i.e. ICS 214 Unit Logs, ICS 211 Staging Checks, ICS 204 Unit assignments).
- Must be currently qualified in the State of Georgia according to the sponsoring agency depending on duty assignment.
- Must possess a valid State driver's license for the appropriate vehicle to be driven.
- Taxes/Benefits:
The Contractor is an independent contractor for whom no federal or State Income Tax will be deducted by the hiring agency, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation, sick leave, liability protection, medical, or similar benefits are provided by the hiring agency. The hiring agency will issue to you a 1099-MISC tax form for any amount over the stated amount by the IRS for applicable year, currently \$600.00.

Meals and Lodging: Meals and lodging will be provided to assigned personnel at no charge to them or their agency/jurisdiction. Should your employee elect to go outside the meals and lodging system, they will be individually responsible for payment. The mobilizations are dry, meaning no alcohol or drugs of any non-prescribed nature will be ingested, inhaled or injected.

Expenses for Equipment

Departments may be eligible for reimbursement of equipment owned by the department used in disaster work. To assist in the reimbursement process, FEMA has developed an equipment rate schedule (Stafford Act Federal Guidelines). The Administration Section Chief must obtain the most recent version of the FEMA equipment rate schedule prior to submitting for reimbursement. The current approved FEMA rate schedule (5/2008), for use in cooperation with this plan within this section can be found at:

<http://www.fema.gov/government/grant/pa/eqrates.shtm>

Each request for reimbursement of department owned equipment must contain the following information:

1. Mission Tracking Number as issued by GMAG/GEMA EMAC/USFS
2. Type and description of equipment – NIMS (*See Appendix V¹⁻⁴*)
3. Location equipment was used
4. Number of hours used each day (show dates) + hour meter reading
5. Total hours actually used (no standby time allowed)
6. Category of work performed
7. Signature of person supervising work [*Print signature/name*]

Approved FEMA Equipment Rates for Georgia Fire Service**

Listed in the fema.gov link above and below are base rates most often used for resources deployed under the GMAG/OHS-GEMA plan.

**Rates for other specialty vehicles may be found at
<http://www.fema.gov/government/grant/pa/eqrates.shtm>

Examples of items that are **not eligible** for reimbursement are:

T-shirts, personal portable CD/DVD players, dirty clothes or equipment, etc.

Damage/Loss of Equipment

Damaged and/or lost equipment deployed during disaster incidents may be eligible for reimbursement. The damage and/or loss must be documented along with sufficient supportive documentation such as video and/or photographs. If the documentation is not comprehensive, detailed, and accurate, portions of the claim and possibly the entire claim may be disallowed, and the sending department/agency will be required to absorb these costs.

Reimbursement Processing

Each department/agency is responsible for preparing the necessary documentation and submitting a reimbursement claim for resources deployed under this Plan. The County/City Coordinator/Agency Administrator is responsible for collecting all documentation relative to the disaster incident from each department deployed. The Incident Management Team (IMT) and the Fire Mutual Aid Coordinating Center (FMACC), if activated, can assist in obtaining the required paperwork from the Incident Commander and Staging Area Managers. The County Coordinator will then compile the documentation and identify eligible reimbursement in accordance with current FEMA guidelines.

The County Coordinator/Agency Administrator must coordinate the collection and documentation of all disaster-related forms and supportive documents for final review and possible submission to GEMA/FEMA Coordination between the

County and Area Coordinator is paramount to ensure full and timely reimbursement. When the Emergency Management Assistance Compact (EMAC) has been activated, GEMA will be the processing entity. The EMAC follows the FEMA guidelines as indicated above and must be followed on any out-of-state GEMA authorized deployment. EMAC guidelines must be followed on any EMAC deployment.

The same guidelines as stated above will be used for all locally declared extended response mutual aid incidents (In-state and out-of-state). This includes incidents that are not eligible for state or federal reimbursement funding. However, in some incidents, other funding may become available and this will assist in providing continuity in data collection, personnel/equipment criteria, and funding reimbursement.

Paperwork Processing

It is important to note that all paperwork must be complete with all information being addressed in every data field category. **Failure to submit completed paperwork on time will cause a delay or failure** (extremely important during EMAC deployments) in an agency/individual receiving reimbursement funding.

Responsibility of Individual:

- Obtain a copy of travel orders from the requesting agency (FMACC [404-320-1505], EMA Director/Coordinator, GEMA SOC, Agency Head) that contains the **mission number**
- **Place the mission number on every page of ALL PAPERWORK**
- Obtain a copy of the "Rules of Engagement" from GMAG website (www.gmag.org) or FMACC, EMA Director/Coordinator, GEMA SOC, Agency Head
- Complete an ICS 214 (this serves as the official time sheet and logs important events for each individual) for:
 - travel from home base (county or city from which you first deployed on the mission) to Incident or Staging Area
 - one for each operational period of every day; only actual work time can be counted for hours in pay
 - travel from Incident or Staging Area to home base (county or city from which you first deployed on the mission)
- When reporting to a point of departure (fire/EMS station, headquarters, law enforcement precinct, hospital, logistics meeting location, etc.) sign in on an ICS 211 (this officially documents your arrival to become a member of a motor convoy, task force, strike team, Incident Management Team, etc. at the point of departure). If this document has not been started, ask that one be initiated by the officer in charge.

- Turn in completed ICS 214's to the Task Force Leader, Strike Team Leader, etc., daily.

Responsibility of Group or Unit Leader:

- Obtain a copy of travel orders from the requesting agency (FMACC [404-320-1505], EMA Director/Coordinator, GEMA SOC, IMT, or Agency Head) that contains the **mission number**
- **Insures the mission number is on every page of ALL PAPERWORK**
- Obtain a copy of the "Rules of Engagement" from GMAG website (www.gmag.org) or FMACC, EMA Director/Coordinator, GEMA SOC, Agency Head, IMT
- Complete an ICS 214 (this serves as the official time sheet and logs important events for each Task Force, Strike Team, etc.) for:
 - travel from home base staging (county or city from which you first deployed on the mission) to Incident Staging Area, Forward Staging Area, Logistics Staging Area, etc.
 - one for each operational period of every day for the Group or Unit
 - travel from Incident or Staging Area to original forward staging area (where motor convoy was originally assembled for the mission)
- Checks all Group/Unit paperwork (individual and Group/Team) for accuracy and completeness
- Submits completed paperwork to Documentation Unit of IMT (if activated) or Documentation Unit at demobilization staging area or Incident Commander.
- **EMAC (Emergency Management Assistance Compact) deployments only; the following EMAC (FEMA) forms must be completed and submitted (in addition to above ICS forms) (See attachment "B", EMAC Forms):**
 - FORCE ACCOUNT LABOR SUMMARY RECORD
 - FORCE ACCOUNT EQUIPMENT LABOR SUMMARY RECORD
 - MATERIAL SUMMARY RECORD
 - EMERGENCY MANAGEMENT ASSISTANCE COMPACT, ATTACHMENT E - CONTRACT WORK SUMMARY RECORD

Responsibility of Documentation Unit (if activated) or Incident Commander or Agency Directors:

- Complete EMAC (FEMA) APPLICANT'S BENEFITS CALCULATION WORKSHEET (See attachment "B", EMAC Forms)
- Agency Directors are to complete EMAC (FEMA) form "MATERIAL SUMMARY RECORD" (See attachment "B", EMAC Forms) if agency has used any items from their stockroom to support the mission
- Retrieve copies of all ICS and EMAC completed paperwork from Incident Management Team (IMT) or Incident Commander or FMACC
- If event is reimbursable, submit copies of all completed paperwork from above (individual and Group/Unit ICS 214's, ICS 211's) and completed EMAC forms (when applicable for EMAC mobilizations) as well as agency payroll data records as needed to:
 - OHS/GEMA – P.O. Box 18055, Atlanta, Ga. 30316-0055 – Attention: Finance Director
- For any questions on filling out EMAC paperwork contact GEMA Finance Director (1-800-TRY-GEMA) or Local EMA/GEMA Field Coordinator or GMAG Finance Section Chief (404-320-1505)

For any questions on filling out ICS paperwork contact the nearest IMT, or Local EMA/GEMA Field Coordinator or GMAG Finance Section Chief (404-320-1505)

Resource Request Planning/Operational Continuity

The Georgia Emergency Operations Plan (GEOP) is organized based on the authority of the state government for emergency management and contains specific Emergency Support Functions (ESFs). Standard Operating Procedures (SOPs) are the responsibility of the primary state agency or organization for each ESF in coordination with other supporting agencies and organizations.

GMAG, A Support Agency for ESF 7 (GEOP, Appendix B, Mutual Aid Operations)

Details concerning mutual aid procedures are contained in Appendix B - Mutual Aid Operations, to the ESF #7 – Logistics Management and Resource Support Annex to the GEOP.

Request For Assistance (RFA) Procedures

GMAG supports ESF #7 in the State Operations Center (SOC) by assisting with staffing the SOC unified Logistics Section, Mutual Aid Unit.

In support of this function, when RFA's are received, the MAU establishes and operates the Fire Mutual Aid Coordinating Center (FMACC) to manage (identify, mobilize, track, and maintain accountability and vital communication) intrastate and interstate mutual aid resources as needed.