



To: Honorable Mayor and City Council Members

From John McDonough, City Manager

Date: October 26, 2012 Submission for the November 6, 2012 City Council Meeting

Item: Mutual/Automatic Aid Agreement with DeKalb County

City Manager's Office (CMO) Recommendation:

Recommend adoption of Mutual and Automatic Aid Agreement with DeKalb County.

Background:

The City of Sandy Springs continues to develop strong partnerships with surrounding jurisdictions. The goal of implementing the automatic and mutual aid agreement with DeKalb County is to enhance the North and East borders of the City of Sandy Springs. This agreement is designed to be mutually beneficial to both jurisdictions and their citizens by making sure the closest apparatus responds to emergencies.

Discussion:

Fire Chief McElfish under the direction of the City Manager has been working with the DeKalb County Fire Chief to pursue this agreement over the past few years. This agreement will help with a coverage gap we currently have in the Northern panhandle of Sandy Springs. The current gap based on ISO requirements makes residents in the area of Nesbit Ferry Road not eligible for the ISO class 3 rating. The City Attorney's Office has reviewed the contract and given their approval.

DeKalb Fire Chief Edward O'Brien has signed off on the agreement and we are ready to move forward with in adopting this agreement. The City Attorney has been asked to draft a resolution authorizing the City Manager to the sign the agreement.

Alternatives:

Build a new fire station in the panhandle that will initially cost well over \$2 million to the citizens of Sandy Springs.

CITY OF SANDY SPRINGS AND DEKALB COUNTY

MUTUAL AID AND AUTOMATIC AID AGREEMENT

This AGREEMENT, made as of _____ day of _____, 2012, by and between **CITY OF SANDY SPRINGS**, a municipal corporation of the State of Georgia, acting by and through its duly elected city council (hereinafter "CITY") and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter "DeKalb County").

WITNESSETH:

WHEREAS, City and DeKalb County have contiguous boundaries; and

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

WHEREAS, City and DeKalb County 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 in the event of a fire or other local emergency, and to take part in joint training exercises, and

WHEREAS, it is the desire of the signatories hereto to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq. and 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 other good and valuable consideration, the Parties hereto agree as follows:

1. MUTUAL AID.

- (a) The generally available level of mutual aid shall be as agreed upon by the City Fire Chief and the DeKalb County Fire Rescue Chief as described in Exhibit A which is attached hereto and incorporated by reference. The party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency.
- (b) Aid actually furnished may be recalled at the discretion of the Fire Chief or designee of the furnishing jurisdiction.
- (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 Chiefs jurisdiction.

2. AUTOMATIC AID

- (a) The parties agree to establish a mutually beneficial response district within and upon specific boundary limits as designated and agreed upon by both parties. The boundary limits may be changed to reflect additions or deletions of response areas with approval of both parties.
- (b) In the event a fire, rescue, disturbance, or other fire rescue related emergency occurs within the specific boundary limits established by the parties, Sandy Springs and DeKalb County shall furnish such fire suppression, prevention, protection, rescue and emergency services as may be reasonably required to combat such emergency as part of the first automatic aid response assignment, subject to the limitations set forth in this agreement.

3. SUPERVISION.

- (a) The Parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. The furnishing and receiving jurisdictions shall each designate and dispatch a Chief Officer. That Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.
- (b) When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the receiving jurisdiction, that officer shall coordinate and give 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.
- (c) Personnel from the furnishing jurisdiction will work under their own supervisors and with their own equipment except as provided in Paragraph 1(a) above.
- (d) The appropriate officers of the receiving jurisdiction will give direction regarding work to the Chief Officer of the furnishing jurisdiction except as provided in Paragraph 2(a) above.
- (e) Each jurisdiction agrees that it will be responsible to provide any backup coverage necessary for its own department.
- (f) 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 in the alternative, may submit receipts for such materials after the emergency for reimbursement when possible.

4. LIABILITY.

- (a) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an emergency within the other jurisdiction. The Fire Chief furnishing aid shall have the sole discretion to determine if such aid shall be furnished to the other jurisdiction.

- (b) There shall be no liability imposed on any party or its personnel for failure to respond to fire or rescue calls pursuant to this Agreement.
- (c) 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 to this Agreement.
- (d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- (e) Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while providing services pursuant to this Agreement shall be the sole responsibility of the employee's jurisdiction.

5. CONSIDERATION AND COMPENSATION.

- (a) No party is required to pay any compensation to the other party for services rendered pursuant to this agreement.
- (b) The mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties.
- (c) Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.
- (d) Each party shall pay its own personnel and costs without cost to the other party except as provided in Paragraph 3(f) of this Agreement.

6. RELEASE OF CLAIMS.

Each party agrees to release the other party from any and all liability, claims, judgments, costs, or demands for damage to its own property or for personal injury to any personnel, 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.

7. THIRD-PARTY BENEFICIARIES.

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.

8. TERM OF AGREEMENT.

- (a) Unless otherwise extended or shortened in writing by all parties, this Agreement shall expire five (5) years from the effective date. In no event shall this agreement extend for more than fifty (50) years from the effective date of this Agreement. This agreement may be unilaterally terminated by either party upon sixty (60) days written notice to all parties.
- (b) Nothing in this Article shall preclude termination pursuant to Article 11.

9. STANDBY OF EQUIPMENT - MUTUAL AID.

- (a) Each party agrees and acknowledges that it will be the responsibility of each party to provide the back-up coverage necessary for its own department.
- (b) In the event that a receiving jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving jurisdiction may request aid to cover vacant areas by locating personnel or equipment of the furnishing jurisdiction in the receiving jurisdiction.

10. ENTIRE AGREEMENT.

(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.

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

11. TERMINATION.

Either party to this Agreement may terminate the Agreement by giving not less than sixty (60) days written notice to the other party.

12. SEVERABILITY OF TERMS.

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.

13. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Georgia.

14. CONSTRUCTION.

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.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CITY OF SANDY SPRINGS, GEORGIA

DEKALB COUNTY, GEORGIA

JOHN McDONOUGH
City Manager

_____ (by Dir.) (Seal)
W. BURRELL ELLIS JR.
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

ATTEST:

_____ (Seal)
MICHAEL CASEY, CMC
City Clerk

BARBARA SANDERS, CCC
Clerk to the Chief Executive Officer and
The Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Attorney

APPROVED AS TO SUBSTANCE:

Edward O'Brien, Director
Fire & Rescue Services

EXHIBIT A

Mutual Aid

Unless specific numbers and types of apparatus are requested, the following apparatus shall be dispatched:

FIRE

- 1- Type Truck (3 personnel)
- 1- Type engines (3 personnel)
- 1- Chief Officer

**STATE OF GEORGIA
CITY OF SANDY SPRINGS**

RESOLUTION NO:

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AND EXECUTE A MUTUAL AID AND AUTOMATIC AID AGREEMENT WITH THE DEKALB COUNTY, GEORGIA TO PROVIDE MUTUAL AND AUTOMATIC AID ASSISTANCE BETWEEN THE SANDY SPRINGS FIRE RESCUE DEPARTMENT AND THE DEKALB COUNTY FIRE DEPARTMENT AND FOR OTHER PURPOSES

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

WHEREAS, the City of Sandy Springs and Dekalb County, 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 Dekalb County, 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 and automatic aid agreement with Dekalb County, Georgia;

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, "CITY OF SANDY SPRINGS AND DEKALB COUNTY MUTUAL AID AND AUTOMATIC AID AGREEMENT," 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 Dekalb County, said agreement to become effective upon approval by Council and execution by the Mayor

RESOLVED this ____ day of November, 2012.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk
(Seal)