

AGREEMENT OF AUTOMATIC AID

**City of South Fulton Fire & Rescue
and Chattahoochee Hills Fire Rescue**

This Agreement of Automatic Aid (referred to herein as "Agreement") is entered into by and between the City of South Fulton, a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and Council, and the City of Chattahoochee Hills, Georgia, organized and existing under the laws of the State of Georgia (referred to herein as "Chattahoochee Hills"), acting by and through its duly elected Mayor and Council (the parties collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, City of South Fulton and City of Chattahoochee Hills are contiguous,

WHEREAS, City of South Fulton and City of Chattahoochee Hills each maintain and staff a fire department for fire prevention, fire suppression, hazardous material, technical rescue, and support services;

WHEREAS, City of South Fulton and City of Chattahoochee Hills have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental automatic assistance to the other Party for fire suppression in accordance with this Agreement, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for automatic aid (referred to herein as "Automatic Aid") pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. § 36-69-3, et seq.- "The Georgia Mutual Aid Act."

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

Paragraph 1.0 The Parties shall establish a mutually beneficial response district (referred to herein as the "Response District") which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the South Fulton Fire Chief and Chattahoochee Hills Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by both the South Fulton Fire Chief and the Chattahoochee Hills Fire Chief. Subsequently, that document shall be attached and incorporated into this Agreement as "Addendum A." The Response District may be changed to reflect additions or deletions of response areas with the written approval or both parties.

Paragraph 1.1 In the event of a fire emergency in the Response District, City of South Fulton and City of Chattahoochee Hills shall furnish such fire resources as defined in the Memorandum of Understanding ("MOU") attached as "Addendum B" to cope with the fire emergency, in addition to the first response assignment, but subject to the limitations herein after set forth in this Agreement. In consideration of each Party's automatic assistance to the other upon the occurrence of an emergency condition in any portion of the Response District, a predetermined number of firefighting equipment and personnel of both parties shall be dispatched, to such point

where the emergency condition hereinafter stated. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures will be developed by the South Fulton Fire Chief and Chattahoochee Hills Fire Chief. These details are stipulated in the MOU and signed by the Chiefs of both Parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

Paragraph 1.2 The level of Automatic Aid shall exist at a level mutually agreed upon by the South Fulton Fire Chief and Chattahoochee Hills Fire Chief as stated in the MOU. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either Party's forces at the time of need for assistance under this Agreement.
- b. In fulfilling their obligations provided in this Agreement, both Parties shall comply with the procedures set forth in the MOU attached in Addendum B.

Paragraph 1.3 It is further agreed that the Fire Chiefs of both City of South Fulton and Chattahoochee Hills, or their designees, will ensure training is schedule between South Fulton Fire Rescue and Chattahoochee Hills Fire Rescue, at a minimum, Quarterly in accordance with the MOU. This will insure the operational efficiency of this Agreement.

Paragraph 1.4 The amount and type of assistance, fire rescue response, limitations, training, communications, dispatch to emergencies, incident command, fire incident reporting are stated in detail in the MOU.

ARTICLE 2: SUPERVISION

Paragraph 2.0 The furnishing jurisdiction shall dispatch a high-level officer of its Fire Department ("Chief Officer") who is a "qualified incident commander" as addressed and described in the Incident Command System and National Incident Management System. The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

Paragraph 2.1 When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the receiving jurisdiction, the furnishing jurisdiction's Chief 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.

Paragraph 2.2 Personnel who are being furnished will work under their own supervisors and with their own equipment except as provided in paragraph 2.0.

Paragraph 2.3 All general direction, relative to the work, will be given by the appropriate officers of the receiving jurisdiction to the Chief Officer of the furnishing jurisdiction under the authority of O.C.G.A. 36-69-3(b) & (e), except as provided in paragraph 2.1.

ARTICLE 3: LIABILITY

Paragraph 3.0 There is no special duty imposed by this Agreement on either Party and/or its respective personnel to respond to fire, rescue, or any other calls and/or requests pursuant to this Agreement as per O.C.G.A. 25-6-5-(a) and other applicable laws.

Paragraph 3.1 No employee of a Party shall be deemed to be an employee and/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) and other applicable laws.

Paragraph 3.2 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) and other applicable laws.

Paragraph 3.3 Equipment, personnel, and/or services provided pursuant to the Agreement as Automatic Aid, for periods or durations not exceeding 24 hours, shall be provided at no charge to the party requesting aid, unless an expendable item such as foam was provided. These expendable items 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 statute, regulation or law.

ARTICLE 4: CONSIDERATIONS

Paragraph 4.0 No party under this Agreement will be required to pay any compensation to any other party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 4.1 It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties for services rendered pursuant to this Agreement.

Paragraph 4.2 Each Party to this Agreement shall comply with the Workers' Compensation laws of the State of Georgia at no cost to the other party.

Paragraph 4.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

ARTICLE 5: RELEASE OF CLAIMS

Paragraph 5.0 Each Party agrees to release the other party from all liabilities, claims, judgements, costs, or demands for damage to its own property, whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus by the party to which said property does not belong during the provision of service pursuant to this Agreement.

ARTICLE 6: INJURIES TO PERSONNEL

Paragraph 6.0 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 by the responding and/or receiving jurisdictions, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

ARTICLE 7: THIRD PARTY BENEFICIARIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder, for any cause whatsoever.

ARTICLE 8: TERM OF AGREEMENT

Paragraph 8.0 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.

ARTICLE 9: DISPATCHING OF ALARM AUTOMATIC AID

Paragraph 9.0 Fulton County emergency services (referred to herein as the "Fulton County 911 Center") will dispatch all first responder units as per this Agreement. Fire apparatus will respond on first and multiple alarm structural fire in the Response District. Aid will be dispatched to reported structural fires on the initial alarm. The aid shall be provided 24 hours a day, 365 days a year.

ARTICLE 10: ENTIRE AGREEMENT

Paragraph 10.0 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.

Paragraph 10.1 This Agreement shall be the sole instrument for the provision of emergency fire and rescue service aid between the parties.

ARTICLE 11: TERMINATION

Paragraph 11.0 Either Party to this Agreement may terminate the Agreement, for any cause, by giving not less than ninety (90) days advance written notice to the other party.

ARTICLE 12: SEVERABILITY OF TERMS

Paragraph 12.0 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 13: NOTICES

Paragraph 13.0 All notices or other communications required or permitted to be given under this Agreement shall be in writing.

All notices shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the appropriate party at the appropriate address as identified below:

To City of South Fulton:

City of South Fulton
Attn: City Manager
5440 Fulton Industrial Blvd
Atlanta, Ga 30336

City of South Fulton
Attn: Fire Chief
5440 Fulton Industrial Blvd Atlanta,
Ga 30336

To City of Chattahoochee Hills

City of Chattahoochee Hills
Attn: City Manager
6505 Rico Rd
Chattahoochee Hills Ga 30268

City of Chattahoochee Hills
Attn: Fire Chief
6505 Rico Rd
Chattahoochee Hills Ga 30268

ARTICLE 14: GOVERNING LAW

Paragraph 14.0 This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of the Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Fulton County.

ARTICLE 15: ADEQUATE COVERAGE FOR OWN JURISDICTION

Paragraph 15.0 Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose any responsibility or unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual Automatic Aid.

ARTICLE 16: INSURANCE

Paragraph 16.0 Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each Party may self-fund its insurance obligation.

ARTICLE 17: COUNTERPARTS

Paragraph 17.0 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives below.

Addendum A

The 'Response District' for the 'Automatic Aid Response' Agreement between the City of South Fulton and the City of Chattahoochee Hills Fire Departments will be considered the corporate limits of both cities. The assistance that will be furnished to each other in the 'Response District' is addressed in Addendum B. This 'Response District' is mutually beneficial to both City of South Fulton and City of Chattahoochee Hills in responding to fire related emergencies. The 'Response District' may be modified through a written agreement of both the Fire Chiefs of City of South Fulton and City of Chattahoochee Hills, or their designees, as staffing, equipment, and local conditions within both municipalities evolve.

Addendum B

MEMORANDUM OF UNDERSTANDING

AGREEMENT OF AUTOMATIC AID BETWEEN THE CITY OF SOUTH FULTON FIRE RESCUE AND THE CITY OF CHATTAHOOCHEE HILLS FIRE RESCUE

This Memorandum of Understanding ("MOU") is authorized by the Mayor and council of both The City of South Fulton and The City of Chattahoochee Hills in an agreement dated July 28, 2020.

The purpose of this MOU is to outline the procedures for implementing the Automatic Aid or Assistance response between the City of South Fulton Fire Rescue and the City of Chattahoochee Hills Fire Rescue. This MOU is a guide for routine operations.

AMOUNT AND TYPE OF ASSISTANCE

This Agreement is for the exchange of fire service in specified Response District. Fire apparatus will respond on first or multiple alarm structural fire incidents in the Response District.

Companies required in addition to first or multiple alarm assignment must be requested in accordance with procedures established in this Agreement.

The 'Automatic Response' that may normally be expected within the ' Automatic Response District' for structure fire responses only will be:

South Fulton Fire Department:

One (1) Ladder Truck with 3-4 Firefighters and/ or Engine Company (Class A) with 3-4 Firefighters, and

One (1) Battalion Chief.

Chattahoochee Hills Fire Department:

One (1) Ladder Truck with 3-4 Firefighters and/ or Engine Company (Class A) with 3-4 Firefighters, and

One (1) Battalion Chief.

These response levels may be altered by written agreement between the Fire Chiefs of both City of South Fulton and The City of Chattahoochee Hills, or their designees, depending on local conditions or circumstances. Additionally, these response levels may be altered in the future as local staffing, equipment, and conditions evolve.

LIMITATIONS

If the agreed upon response from either Party is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station, which is part of the Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

TRAINING

Joint training exercises are to be conducted, at a minimum, Quarterly. The training exercises will be coordinated and observed by the City's Fire Chiefs, for the purpose of maintaining coordination in firefighting procedures, dispatching, and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Engine Companies and MICUs
- EMS Procedures
- Equipment/Minor Tools Carried
- 5-inch Hose Program Procedures
- HART Procedures and Capabilities
- High-Rise Plan
- Incident Command System
- Communications Manual of Procedures
- Fire Ground Strategy and Tactics
- Live Fire Evolutions
- Water Shuttle Operations
- Search and Rescue Operations
- RIC (Rapid Intervention Crew) Operations
- Incident Safety Officer
- Use of Water Additives
- Water Rescue and Underwater Recovery Operations

COMMUNICATIONS

Communications between both cities is provided by Fulton County 911 center.

Communications from dispatch center to mobile units will be on 800MHZ frequency.

Communications procedures and documents for verifying response and communicating at incidents will be developed between departments and updated as needed thereafter. Radios necessary for communications will be responsibility of each department. Maintenance training and replacement of radios will be the responsibility of the department that owns the radios.

DISPATCH TO EMERGENCIES

Upon receipt of an alarm in any of the designated response areas, the Fulton County 911 center will immediately dispatch both cities. Should the agreed upon assistance not be available, the requesting department will be notified.

INCIDENT COMMAND

The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall, the jurisdictional department upon arrival at the scene will assume command of the incident.

FIRE INCIDENT REPORTING

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.

REVISIONS

This MOU may be revised or amended at any time by mutual agreement of the Fire Chief of the City of South Fulton and the City of Chattahoochee Hills.

Date 09-12-20

BY CITY OF SOUTH FULTON, GEORGIA:

Attest:

S. Diane White 8/10/2020
S. Diane White, City Clerk Date

William Bill Edwards
William Bill Edwards, Mayor Date

Approved as to Form:


Emilia C. Walker
Emilia C. Walker, City Attorney Date

Sterling P. Jones 14 Aug 2020
Sterling P. Jones, Interim Fire Chief Date

BY CITY OF CHATTAHOOCHEE HILLS, GEORGIA:

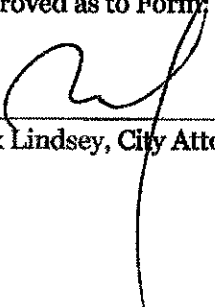
Attest:

 8/27/20
Dana Wicher, City Clerk Date

 8/27/20
Tom Reed, Mayor Date

Approved as to Form:

wlc/r

 8/12/20
Rick Lindsey, City Attorney Date

 8/12/20
Greg Brett, Fire Chief Date