



**CITY COUNCIL
ATLANTA, GEORGIA**

05-*R*-0464

A RESOLUTION BY

THE PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AND TO EXECUTE AN AGREEMENT OF MUTUAL AID AND AUTOMATIC AID WITH FULTON COUNTY TO PROVIDE MUTUAL AID AND ASSISTANCE BETWEEN THE ATLANTA FIRE RESCUE DEPARTMENT AND THE FULTON COUNTY FIRE DEPARTMENT AND FOR OTHER PURPOSES.

WHEREAS, the fire departments of the City of Atlanta and Fulton County provide fire prevention, fire suppression, emergency medical, hazardous material, technical rescue and support services in contiguous geographic service areas; and

WHEREAS, the City of Atlanta and Fulton County have determined that it is to the mutual benefit of both jurisdictions to render supplemental fire prevention, fire suppression, emergency medical, hazardous material, technical rescue and support assistance between jurisdictions in the event of a fire or other local emergency and to take part in joint training exercises for this purpose; and

WHEREAS, Article 9, Section 2, Paragraph 3(b) of the Georgia Constitution restricts counties and municipalities from exercising jurisdiction for fire protection services across geographic boundaries in the absence of an agreement between the jurisdictions; 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 Atlanta have determined it to be in the best interests of the citizens of the City of Atlanta to provide for their mutual aid and protection in local emergencies by entering into a mutual aid agreement with Fulton County; and

WHEREAS, the Chair and Board of Commissioners of Fulton County have expressed through resolution an equivalent desire on behalf of the citizens of unincorporated Fulton County;



NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA:

That the Mayor is authorized to execute on behalf of the City of Atlanta, 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 Atlanta and Fulton County, Georgia, said agreement to become effective upon approval by Council and execution by the Mayor.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk

ADOPTED by the City Council
APPROVED by the Mayor

March 21, 2005
March 25, 2005



AGREEMENT OF MUTUAL AID AND AUTOMATIC AID

FULTON COUNTY

This agreement is made and entered into this _____ day of _____ 20____, by and between Fulton County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and City of Atlanta, Georgia, organized and existing under the laws of the State of Georgia, acting by and through its duly elected Mayor and Council.

WITNESSETH:

WHEREAS, Fulton County and City of Atlanta, Georgia are contiguous; and,

WHEREAS, Fulton County and City of Atlanta, Georgia each maintain and staff a fire department for the purpose of fire prevention, fire suppression, emergency medical, hazardous material, technical rescue and support services,

WHEREAS, Fulton County and City of Atlanta have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire prevention, fire suppression, emergency medical, hazardous material, technical rescue and support assistance to the other party in the event of a fire, emergency medical, hazardous material or technical rescue incident or other local emergency, and to take part in joint training exercises; and

WHEREAS, it is the desire of the parties hereto to enter into this agreement for Mutual aid and Automatic aid (First Response) pursuant to the 1983 Constitution of the



State of Georgia, Article IX, Section 11, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A § 36-69-1, 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 FIRST RESPONSE

Paragraph 1.0 The parties shall establish a mutually beneficial response district which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the Fulton County Fire Chief and the City of Atlanta Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by both the Fulton County Fire Chief and the City of Atlanta Fire Chief. Subsequently, that document shall be attached and incorporated into this Agreement as Addendum A. The area will hereinafter be referred to as “response district”. This response district may be changed to reflect additions or deletions of response areas with the written approval of both parties.

Paragraph 1.1 In the event of any fire, emergency medical, hazardous material or technical rescue incident, or other local emergency occurring in the response district, Fulton County and City of Atlanta shall furnish such fire, emergency medical, hazardous material or technical rescue or support services as may be reasonably required to cope with such emergency, in addition to the first response assignment, but subject to the limitations hereinafter set forth in this agreement.

Paragraph 1.2 The level of Automatic Aid (First Response) shall exist at a level mutually agreed upon by the Fulton County Fire Chief and the City of Atlanta Fire Chief. Said Agreement shall be written and signed by the Fulton County Fire Chief and the City



of Atlanta Fire Chief. Subsequently, the document shall be attached to this Agreement as Addendum B.

ARTICLE 2 – MUTUAL AID

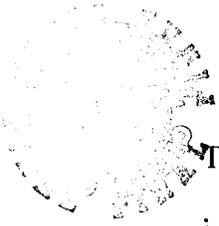
Paragraph 2.0 The level of mutual aid shall exist at a level agreed upon in writing and signed by both the Fulton County Fire Chief and the City of Atlanta Fire Chief or a designee of the respective Fire Chief. Said document shall be incorporated into this Agreement as Addendum C. Upon approval from the Fire Chief of the jurisdiction furnishing Mutual Aid or his designee, the party furnishing Mutual Aid shall determine the actual amount of equipment and staffing it will be based on the available personnel, equipment, and local conditions at the time of the request.

Paragraph 2.1 It is expressly agreed that the Mutual Aid actually furnished may be recalled by the furnishing jurisdiction at the discretion of the Fire Chief, or Director of Public Safety of the furnishing /responding jurisdiction or their designee.

Paragraph 2.2 It is further agreed that the parties will participate in joint training exercises at least annually to promote standardization of operations and philosophy. The extent of joint training necessary to accomplish this goal shall be determined and agreed upon in writing and signed by the Fire Chiefs for each party.

ARTICLE 3 – SUPERVISION

Paragraph 3.0 The jurisdiction furnishing Automatic or Mutual Aid shall dispatch a Task Force/Strike Team Leader. This task Force/ Strike Team Leader shall hold the rank of Chief Officer or the highest rank of company officer available and capable of serving as an Acting Chief Officer for furnishing / responding jurisdiction.



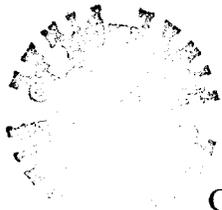
The Task Force/Strike Team Leader shall coordinate the resources of the furnishing jurisdiction and shall report to the Commander of the jurisdiction having authority over the incident.

Paragraph 3.1 When the furnishing jurisdiction's Task Force/Strike Team Leader arrives prior to the arrival of the units of the jurisdiction receiving Automatic or Mutual Aid, then the Task Force /Strike Team Leader of the furnishing/responding jurisdiction shall assume command of the incident as if the incident had occurred in the furnishing /responding jurisdiction's own jurisdiction. This Task Force/ Strike Team Leader shall be the temporary incident commander until a transfer of command can occur between the temporary incident commander and the officer in command for the jurisdiction receiving Automatic or Mutual Aid.

Paragraph 3.2. Personnel from the furnishing/responding jurisdiction will take commands specific to their performance from their own supervisors will work with their own equipment in all possible circumstances, except as provided in Paragraph 3.1.

Paragraph 3.3 The commanding officers of the jurisdiction receiving the Automatic or Mutual Aid except as provided in Paragraph 3.1 will give all general direction for handling the incident.

Paragraph 3.4 The receiving jurisdiction will be responsible for the expense and provision of gasoline, diesel fuel, oil and other similar materials as needed for operations of equipment at the scene of the incident or, in the alternative, shall be responsible for the payment of expenses of the furnishing/responding jurisdiction upon receipt of invoices for such materials. Such payment shall be made within thirty (30) days of the incident.



Paragraph 3.5 Any incidents occurring within the unincorporated area of Fulton County will be managed utilizing the *National Interagency Incident Management System* and the Model Procedures documents published by the *National Fire Service Incident Management System Consortium*.

ARTICLE 4 – LIABILITY

Paragraph 4.0 There shall be no liability imposed on any party or its personnel for failure to respond to an incident due to resource limitations.

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

Paragraph 4.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the jurisdiction which owns said equipment or apparatus. However, in cases where state or federal assistance is made available, all responding jurisdictions shall be treated as if they were a part of the jurisdiction receiving Automatic or Mutual Aid for the purpose of the distribution of resources or reimbursements. Said disbursement shall be proportionate to the level of actual involvement in the incident that precipitated the receipt of Automatic or Mutual Aid.

Paragraph 4.3 Nothing contained in this Agreement shall be construed to be a waiver of either County or City sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.



ARTICLE 5 – CONSIDERATION

Paragraph 5.0 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 5.1 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 5.2 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 5.3 Each party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

ARTICLE 6 – RELEASE OF CLAIMS

Paragraph 6.0 Each party agrees to release the other party from any and all liabilities, claims, judgments, 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 7 – INJURIES TO PERSONNEL

Paragraph 7.0 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 8 – NO THIRD PARTY BENEFICIARIES

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

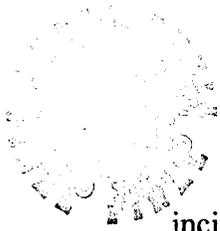
ARTICLE 9 – TERM

Paragraph 9.0 This Agreement shall commence on the date of its entry on the minutes of an open meeting of the Fulton County Board of Commissioners or its entry upon the Minutes of an open meeting of the Mayor and Council of the City of Atlanta, Georgia, whichever is later, and shall continue until December 31, 2004. This Agreement shall automatically be renewed by the parties on January 1, 2005 and each year thereafter on January 1st unless and until written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this agreement on December 31, 2004 and each December 31st thereafter.

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

ARTICLE 10 – DISPATCHING OF ALARM – AUTOMATIC AID

Paragraph 10.0 The dispatcher of the jurisdiction having command over the incident will dispatch his or her departments' pre-assigned apparatus first.



Paragraph 10.1 The dispatcher of the jurisdiction having command over the incident will then contact the Fire Department to provide Automatic Aid apparatus to the incident and advise that the Department of the need for Automatic Aid.

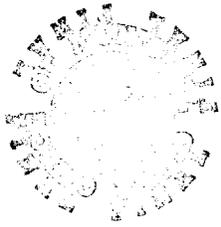
Paragraph 10.2 When dispatching apparatus to a location involving the use of Automatic Aid, each party's dispatcher will make the other party and responding personnel aware that Automatic Aid is responding. This will enable the commander having authority over the incident to know precisely what equipment the officer can expect to arrive on the scene.

ARTICLE 11 – INCIDENT SCENE COMMUNICATIONS

Paragraph 11.0 The officer in command of the jurisdiction having authority over the incident shall provide specific instructions to the officer in command of the jurisdiction responding to the incident with Automatic or Mutual Aid services unless and until a more sophisticated fire scene communications system can be provided for the Mutual or Automatic Aid system.

Paragraph 11.1 Whenever possible, the officer in command of the jurisdiction having authority over the incident shall provide the Officer in command of the jurisdiction responding to the incident with Automatic or Mutual Aid services with a portable radio for use during the incident.

Paragraph 11.2 Upon arriving on the incident scene, the officer in command of the jurisdiction responding with Mutual or Automatic Aid and the officer in command of the jurisdiction receiving Mutual or Automatic Aid shall keep his or her respective department informed of the status of the operation. If it appears that the Automatic or the



Mutual Aid equipment will be needed at the incident scene for an extended period of time, the officer in command of the forces of both the responding and receiving jurisdiction shall so advise his or her dispatcher.

ARTICLE 12 – MOVE UP OF EQUIPMENT – MUTUAL AID

Paragraph 12.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the back up coverage necessary for the operations of its own department.

Paragraph 12.1 In the event that a jurisdiction determines that it has deployed a substantial portion of its fire suppression or specialized equipment on a single incident, then the jurisdiction may request Mutual Aid to cover vacant areas. Such Mutual Aid would be rendered at the discretion of the jurisdiction requested to render the assistance by moving up Mutual Aid units into the vacant areas of the jurisdiction requesting Mutual Aid .

ARTICLE 13 – ADMINISTRATION

Paragraph 13.0 The Fulton County Fire Chief and the City of Atlanta Fire Chief agree to cooperate and be jointly responsible for the proper administration of this Agreement.

ARTICLE 14 – ENTIRE AGREEMENT

Paragraph 14.0 This Agreement and the attached addenda shall constitute the entire agreement between the parties and no modification thereof shall be binding unless



evidenced by a subsequent written agreement signed by the Fulton County Fire Chief and the City of Atlanta Fire Chief.

Paragraph 14.1 This agreement shall be the instrument which controls the provision of any emergency fire service, Mutual Aid or a Automatic Aid between the parties.

ARTICLE 15 – TERMINATION

Paragraph 15.0 Either party to this agreement may terminate this agreement by giving not less than ninety (90) days advance written notice to the other party.

ARTICLE 16 – 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 17 – NOTICES

Paragraph 17.0 All notices or other communications required or permitted to be given under this Agreement shall be in writing and 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 following address or such other address as may be given in writing to the parties:

To County: Thomas Andrews, County Manager
Fulton County Government Center
141 Pryor Street
Atlanta, GA 30303



With Copies to:

I. David Daniels, Fire Chief
Fulton County Fire Department
3977 Aviation Circle
Atlanta, GA 30336

Lynette Young, Chief Operating Officer
City of Atlanta
55 Trinity Street, SW
Suite 2400
Atlanta, GA 30303

Dennis L. Rubin, Fire Chief
City of Atlanta Fire Department
675 Ponce De Leon Ave., NE
Suite 2001
Atlanta, GA 30328

ARTICLE 18 – GOVERNING LAW

Paragraph 18.0 This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of this Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Fulton County.

IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

FULTON COUNTY, GEORGIA

CITY OF ATLANTA, GEORGIA

BY: _____
Chairman, Fulton County
Board of Commissioners

BY: _____
Mayor, City of Atlanta

BY: _____
County Manager
Fulton County, GA

BY: _____
Administrator,
City of Atlanta, GA

BY: _____
Fire Chief
Fulton County Fire Department

BY: _____
Fire Chief
Atlanta Fire Department

ATTESTED TO:

BY: _____
Clerk, County Commission

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
County Attorney
Fulton County, GA

BY: _____
City Attorney
Atlanta, GA

RCS# 6559
3/21/05
2:26 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PG 4-16 EXCEPT
05-R-0499 04-O-2111
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	B Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	B Sheperd	NV Borders

CONSENT I

05-0464

(Do Not Write Above This Line)

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PUBLIC SAFETY & LEGAL ADMINISTRATION
COMMITTEE

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ENTER INTO AND TO EXECUTE AN AGREEMENT OF
MUTUAL AID AND AUTOMATIC AID WITH FULTON
COUNTY TO PROVIDE MUTUAL AID AND ASSIST-
ANCE BETWEEN THE ATLANTA FIRE RESCUE
DEPARTMENT AND FOR OTHER PURPOSES.

ADOPTED BY

MAR 2 1 2005

COUNCIL

CONSENT REFER
REGULAR REPORT REFER
ADVISE & REFER
1st ADOPT 2nd READ & REFER

Referred

Referred To:

First Reading

Committee
Date
Chair

Committee

Date

Chair

Actions

Fav, Adv, Hold (see rev. slide)

Others

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Hold (see rev. slide)

Others

Members

Refer To

COUNCIL ACTION

2nd 1st & 2nd 3rd

Readings

Consent V Vote RC Vote

CERTIFIED

MAR 2 1 2005

CERTIFIED
MAR 2 1 2005

MAYOR'S ACTION