

**A RESOLUTION BY  
THE PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A MUTUAL AID AGREEMENT WITH CLAYTON COUNTY TO PROVIDE MUTUAL AID AND ASSISTANCE BETWEEN THE CITY OF ATLANTA POLICE DEPARTMENT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND THE CLAYTON COUNTY POLICE DEPARTMENT, AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta, Georgia owns and operates the William H. Hartsfield-Jackson Atlanta International Airport, a portion on which lies within the jurisdiction of Clayton County; and

**WHEREAS**, Clayton County and the City of Atlanta, Georgia have determined that it is to the mutual advantage and benefit of each of the parties that they render police protection, prevention, rescue and emergency medical assistance to the other in the case of an emergency, or when requested by either party; and

**WHEREAS**, it is the desire of the signatories 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 Atlanta have determined it to be in the best interest of the citizens of Atlanta to provide for their mutual aid and protection in local emergencies by entering into a mutual aid agreement with Clayton County.

~~**BE IT THEREFORE RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**~~, that the Mayor is hereby authorized to execute on behalf of the City of Atlanta, Georgia, that intergovernmental Agreement entitled, "MUTUAL AID AGREEMENT BETWEEN CLAYTON COUNTY AND THE CITY OF ATLANTA," in substantial form to that document attached as Exhibit "A" hereto for the mutual provision of police protection between the police departments of the City of Atlanta at Hartsfield-Jackson Atlanta International Airport and Clayton County.

**BE IT FINALLY RESOLVED**, that said agreement will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:**

**Caption:**

**Council Meeting Date:**

**Requesting Dept.:**

**FAC Confirmed by:**

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

The City of Atlanta, as owner and operator of H-JAIA, a portion of which lies within the jurisdiction of Clayton County, have determined that it is to the mutual advantage and benefit of each of the parties that they render life safety services to the other in the case of an emergency.

**2. Please provide background information regarding this legislation.**

In the case of an emergency, or when requested by either party, police protection, prevention, rescue and emergency medical assistance will be provided by the other party in this agreement.

**3. If Applicable/Known:**

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Mutual Agreement
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids:** N/A

(f) Proposals Received: N/A

(g) Bidders/Proponents: N/A

(h) Term of Contract: N/A

4. Fund Account Center (*Ex. Name and number*): N/A

Fund: \_\_\_\_\_ Account: \_\_\_\_\_ Center: \_\_\_\_\_

5. Source of Funds: *Example: Local Assistance Grant* N/A

6. Fiscal Impact: N/A

*Example: This legislation will result in a reduction in the amount of \_\_\_\_\_ to Fund Account Center Number \_\_\_\_\_.*

7. Method of Cost Recovery: N/A

*Examples:*

- a. *Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. *Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

This Legislative Request Form Was Prepared By: Major Shawn Jones

EXHIBIT A

ORIGINAL

MUTUAL AID AGREEMENT

CLAYTON COUNTY AND THE CITY OF ATLANTA

This Agreement is made and entered into this 21 day of November, 2008, by and between Clayton County and the City of Atlanta, both municipal corporations of the State of Georgia.

WITNESSETH:

WHEREAS, the City of Atlanta owns and operates the William H. Hartsfield-Jackson Atlanta International Airport, a portion of which lies within the jurisdiction of Clayton County; and

WHEREAS, Clayton County and the City of Atlanta have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render police protection, prevention, rescue and emergency medical assistance to the other in the case of an emergency, or when requested by either party; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto to enter into this Agreement for mutual aid; and

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

ARTICLE 1. MUTUAL AID

Paragraph 1.0. In accordance with the provisions of the constitution and statues of the State of Georgia, the City of Atlanta agrees to furnish at its expense a corps of police officers at

the Hartsfield-Jackson International Airport. These officers will have equipment and supplies necessary and incident to a modern police force for the purpose of enforcing the law and responding to emergencies at the airport. The City of Atlanta agrees that it will coordinate its police services on the airport area to insure prompt and efficient police services on the airport area and adjoining properties at all times.

**Paragraph 1.1** Clayton County agrees to respond to any request from the City of Atlanta Police Chief, or his or her designee, in periods of emergency, and on occasions when greater police, guidance, and other services are required. Clayton County agrees to respond when Clayton County police resources are available to respond. Resource availability shall be determined in the sole discretion of the providing agency.

**Paragraph 1.2.** The City of Atlanta also agrees to respond to any request from Clayton County Police Chief, or his or her designee, in periods of emergency, and on occasions when greater police, guidance, and other services are required. The City of Atlanta agrees to respond when the City of Atlanta police resources are available to respond. Resource availability shall be determined in the sole discretion of the providing agency.

**Paragraph 1.3.** The generally available level of mutual aid shall be as agreed upon by Clayton County Police Department Chief, or his or her designee, and the City of Atlanta Police Chief, or his or her designee. 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. Aid actually furnished may be recalled at the discretion of the Police Chief or designee of the furnishing jurisdiction.

## ARTICLE 2. SUPERVISION

Paragraph 2.0. The furnishing jurisdiction shall dispatch a Field Commander. The Field Commander shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the jurisdiction.

Paragraph 2.1. Personnel who are furnished will work under their own supervisors and with their own equipment.

Paragraph 2.2. All general direction relative to the work will be given by the appropriate officers of the receiving jurisdiction.

## ARTICLE 3. LIABILITY

Paragraph 3.0. There is no special duty imposed by this agreement on either party or its respective personnel to respond to emergency calls pursuant to this Agreement.

Paragraph 3.1. 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.

Paragraph 3.2. All damages or repairs to any equipment shall be the responsibility of the owner jurisdiction.

## ARTICLE 4. COMPENSATION

Paragraph 4.0. Each party shall pay its own personnel without cost to the other party.

Paragraph 4.1. No party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.

Paragraph 4.2. The mutual advantage and protection afforded by this Agreement is adequate consideration to both parties.

**ARTICLE 5. RELEASE OF CLAIMS**

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 by the other party during the provision of service pursuant to this Agreement.

**ARTICLE 6. TERM OF AGREEMENT**

This Agreement shall commence upon its approval by the respective governing bodies of the Parties, and shall continue until December 31, 2008. This Agreement shall stand automatically renewed by the parties on January 1, 2009, and each year thereafter on January 1<sup>st</sup>, unless and until such time as written notice of the 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. Under Georgia law, this agreement cannot go beyond fifty (50) years.

**ARTICLE 7. STANDBY OF EQUIPMENT**

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.

**ARTICLE 8. TERMINATION**

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

**ARTICLE 9. SEVERABILITY OF TERMS**

In the event any part or provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 10. GOVERNING LAW

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

ARTICLE 11. 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 laws of the State of Georgia.

IN WITNESS WHEREOF, the parties , acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

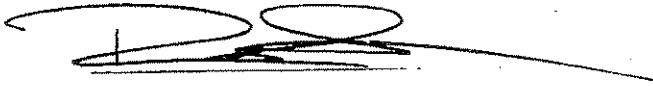
APPROVED and Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

{SIGNATURES ON FOLLOWING PAGES}

FOR CLAYTON COUNTY

BY:   
ELDRIN A. BELL, CHAIRMAN

ATTEST



Regina Smith  
Assistant Clerk  
Clayton County Board of Commissioners

COUNTY'S COPY

APPROVED

Legal

Finance

Risk



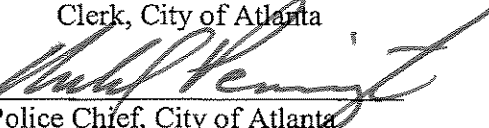
\_\_\_\_\_

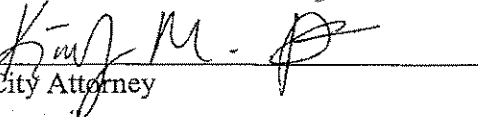
\_\_\_\_\_

**CITY OF ATLANTA, GEORGIA**

BY: \_\_\_\_\_  
Mayor, City of Atlanta

ATTEST: \_\_\_\_\_  
Clerk, City of Atlanta

BY:   
Police Chief, City of Atlanta

BY:   
City Attorney

Date: \_\_\_\_\_

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: \_\_\_\_\_ David Wilson

Contact Number: \_\_\_\_\_ 404-530-6630

Originating Department: \_\_\_\_\_ Police

Committee(s) of Purview: \_\_\_\_\_ Public Safety and Legal Administration

Chief of Staff Deadline: \_\_\_\_\_ 3/17/09

Anticipated Committee Meeting Date(s): \_\_\_\_\_ 4/01/09

Anticipated Full Council Date: \_\_\_\_\_ 4/20/09

Commissioner Signature: BRD

**CAPTION**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A MUTUAL AID AGREEMENT WITH CLAYTON COUNTY TO PROVIDE MUTUAL AID AND ASSISTANCE BETWEEN THE CITY OF ATLANTA POLICE DEPARTMENT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND THE CLAYTON COUNTY POLICE DEPARTMENT, AND FOR OTHER PURPOSES.**

FINANCIAL IMPACT (if any)

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_  
(date) 4/2/09 (date)

Received by Mayor's Office: [Signature] Reviewed by: [Signature]  
(date) (date)

Submitted to Council: \_\_\_\_\_  
(date)

RECEIVED  
MAR 30 2009 #4