

11

11-R-1060

(Do Not Write Above This Line)

First Reading

Committee PUBLIC SAFETY & LEGAL ADMIN. COMMITTEE
Date 8/12/11
Chair Ivory Lee Young
Referred To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd
Readings
Consent V Vote RC Vote

A RESOLUTION BY

*Joyce M. Sheperd
Cleta Anderson*

THE PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE DIRECTORATE OF EMERGENCY SERVICES (DES), FORT MCPHERSON, GEORGIA ON BEHALF OF THE DEPARTMENT OF FIRE RESCUE FOR THE PURPOSE OF PROVIDING FIRE PROTECTION, SUPPRESSION, EMERGENCY MEDICAL, HAZARDOUS MATERIAL, AND TECHNICAL RESCUE SUPPORT WITHIN THE BOUNDARIES OF FORT MCPHERSON, GEORGIA, AND FOR OTHER PURPOSES.

As Amended

ADOPTED BY

AUG 15 2011
COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred

*7/5/11
Public Safety*

Referred To:

Date Referred

Referred To:

Date Referred:

Referred To:

Committee PSLA
Date 7/12/11
Chair *[Signature]*
Action *[Signature]*
Fav, Adv, Hold (see rev. side)
Other *ON COUNCIL*
Members *Joyce M. Sheperd*
[Signature]
[Signature]
Refer To _____

Committee _____
Date _____
Chair _____
Action _____
Fav, Adv, Hold (see rev. side)
Other _____
Members _____
Refer To _____

Committee _____
Date _____
Chair _____
Action _____
Fav, Adv, Hold (see rev. side)
Other _____
Members _____
Refer To _____

Committee _____
Date _____
Chair _____
Action _____
Fav, Adv, Hold (see rev. side)
Other _____
Members _____
Refer To _____

CERTIFIED
AUG 15 2011
ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
AUG 15 2011
Rochelle Douglas Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
AUG 17 2011
[Signature]
MAYOR



11-R-1060

A RESOLUTION BY

Joyce M. Sheppard
Celia Anderson

[Signature]

PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE DIRECTORATE OF EMERGENCY SERVICES (DES), FORT MCPHERSON, GEORGIA ON BEHALF OF THE DEPARTMENT OF FIRE RESCUE FOR THE PURPOSE OF PROVIDING FIRE PROTECTION, SUPPRESSION, EMERGENCY MEDICAL, HAZARDOUS MATERIAL, AND TECHNICAL RESCUE SUPPORT WITHIN THE BOUNDARIES OF FORT MCPHERSON, GEORGIA, AND FOR OTHER PURPOSES.

Whereas, the City of Atlanta is a municipality City organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

Whereas, on September 15, 2011, the City of Atlanta will assume all property within the boundaries of Fort McPherson, Georgia; and

Whereas, the Atlanta Fire Rescue and Police Departments will be sole responders to emergency incidents once the property is assumed by the CITY; and

Whereas, the DES, Fort McPherson and CITY desires to enter into an Memorandum of Agreement for the City to provide fire protection, fire suppression, emergency medical, hazardous material, technical rescue and support assistance within specific boundaries of the DES, Fort. McPherson for a period commencing at 11:59 on August 1, 2011, and ending at midnight on September 15, 2011; and

Whereas, the DES will provide the AFRD building familiarizations, training, and assist in the transition of emergency services and Atlanta Fire Rescue Department has determine that it is in the best interest of the CITY to enter into an agreement; and

Whereas, the CITY and the DES, Fort McPherson desires to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens and property of within the boundaries of Fort McPherson, Georgia; and

Whereas, the CITY and the DES, Fort McPherson have authorized the execution of this Memorandum of Agreement through appropriate Resolutions adopted by their respective governing bodies.



THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES AS FOLLOWS:

Section 1: That the Mayor be and is hereby authorized to enter into an agreement with the Directorate of Emergency Services (DES), Fort McPherson, Georgia on behalf of the Department of Fire Rescue for the purpose of providing fire protection, suppression, emergency medical, hazardous material, and technical rescue support within the boundaries of Fort McPherson, Georgia.

Section 2: That all resolutions and parts thereof in conflict herewith are hereby waived to the extent of the conflict.

A true copy,

Deputy Clerk

ADOPTED as amended by the Atlanta City Council
APPROVED by Mayor Kasim Reed

Aug. 15, 2011
Aug. 17, 2011



MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

**DIRECTORATE OF EMERGENCY SERVICES (DES), FORT
MCPHERSON, GA**

AND

CITY OF ATLANTA FIRE DEPARTMENT, ATLANTA, GA

**THIS MEMORANDUM OF AGREEMENT, by and between Directorate of
Emergency Services (“DES”), Fort McPherson, Georgia and the City of Atlanta, Georgia
 (“CITY”) entered into this 1st day of August, 2011.**

WHEREAS, the City of Atlanta is a municipality organized under the Laws of the
State of Georgia, acting by and through its duly elected City Council; and

WHEREAS, the City of Atlanta will assume jurisdiction over the property within the
boundaries of Fort McPherson, Georgia at the conclusion of the closure of the installation as
part of the 2005 BRAC (Base Realignment and Closure) process; and

WHEREAS, the Atlanta Fire Rescue and Police Departments will be sole responders
to emergency incidents once the property is assumed by the CITY; and

WHEREAS, the DES will provide familiarizations, training, and assistance in the
period of transition of emergency response, and Atlanta Fire Rescue Department has
determine that it is in the best interest of the CITY to enter into an agreement describing such
training and assistance; and

WHEREAS, the DES, Fort. McPherson and the CITY desire to enter into a
Memorandum of Agreement for the City to provide fire protection, fire suppression,
emergency medical, hazardous material, technical rescue and support assistance within
specific boundaries of the DES, Fort. McPherson for a period commencing on August 1, 2011,
and ending on September 15, 2011; and

WHEREAS, the CITY and the DES, Fort McPherson wish to maintain a mutually
beneficial, efficient and cooperative relationship that will promote the interests of the citizens
and property within the boundaries of Fort McPherson, Georgia; and

WHEREAS, the CITY and the DES, Fort McPherson have authorized the execution of
this Memorandum of Agreement through appropriate Resolutions adopted by their respective
governing bodies.



NOW THEREFORE, in consideration of the following mutual obligations, the Directorate of Emergency Services, Fort McPherson and the City agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is for the CITY to provide fire protection, fire suppression, emergency medical, hazardous material, technical rescue and support assistance within boundaries of the Fort McPherson DES for a period commencing the 1st day of August, 2011, and concluding at 2400 hours on September 15, 2011.

1.2 The CITY therefore agrees to provide the Fort McPherson DES with services consistent with the overall quality of services provided throughout the city.

1.3 This MOA is intended exclusively to provide guidance and to document the agreement for fire protection between the DES and City of Atlanta Fire Department.

1.4 Nothing contained herein creates or extends any rights, privilege, or benefit to any person or entity.

1.5 It is the intent of this MOA that the parties to this agreement will communicate to resolve questions, misunderstandings, or complaints that may arise that are not specifically addressed in this MOA.

ARTICLE 2

EFFECTIVE ADMINISTRATION

2.1 It is agreed by each Agency that the Fire Chiefs of the respective agencies shall share mutual responsibility for administration, changes to MOA, including the promulgation of any necessary regulations, standards, policies or procedures. These Fire Chiefs will meet, as necessary and appropriate, to discuss fire protection, mutual aid, emergency medical, and other related services.

ARTICLE 3

RESPONSIBILITIES

3.1 The City of Atlanta Fire Rescue Department (AFRD):

- a. Provide all personnel, equipment, tools, materials, transportation, supervision, and other items and services necessary to perform all fire protection tasks and functions for DES, Fort McPherson.



- b. Provide fire department and fire protection functions according to local, state, federal, and industry standards. These functions include fire protection support, emergency response, advance life emergency medical, equipment and vehicle management, fire prevention and education, financial management, and training.
- c. Provide guidance and coordination for fire protection functions ensuring effective and economical operations of all activities. This includes providing an emergency call center, supporting mutual aid agreements, investigating fires, and resetting alarm systems.
- d. The AFRD units will respond to all calls-for-service within the specific jurisdictional limits of the DES, Fort McPherson as dispatched through the 911 system or via DES dispatch system.
- e. Provide a minimum of four (4) operational fire fighters, one Assistant Chief or Supervisor Officer (Lieutenant and above), and one fire alarm center to support the Fort McPherson operational requirements; respond to all fires, fire alarms, aircraft emergencies (mainly Helicopters), crashes, accidents, hazardous material incidents, medical, and rescue requests.

3.2 The Directorate of Emergency Services (DES):

- a. Provide technical assistance to Atlanta City Fire Department as to the location of facilities, equipment, and services required.
- b. Provide firefighters and chief officers when available.
- c. Provide escorts to responding units during emergency and non-emergency incidents.
- d. The DES will provide AFRD with building and territory familiarizations, records, and other relevant information.

ARTICLE 4

TERM OF AGREEMENT

4.1 The term of this Agreement is not to exceed 47 days, commencing the 1st day of August 2011 at 0000 hours and concluding at 2400 hours on September 15, 2011.

4.2 The parties agree that, either party may terminate this Agreement at any time during the term of this Agreement upon thirty (30) days written notice to the other party.



ARTICLE 5

EQUIPMENT & STAFFING

5.1 The AFRD shall provide uniformed firefighters, of any rank, with the AFRD's own standard support equipment necessary to carry out the fire suppression, fire protection and emergency medical services functions contemplated by this Agreement.

5.2 Provide one Battalion Chief or Supervisor Officer (Lieutenant and above), and one fire alarm center to support the Fort McPherson operational requirements; respond to all fires, fire alarms, aircraft emergencies (mainly Helicopters), crashes, accidents, hazardous material incidents, medical, and rescue requests.

5.3 Each AFRD fire engine, ladder truck and battalion vehicle shall be furnished with standard support equipment as necessary and appropriate to carry out services contemplated by this Agreement.

ARTICLE 6

RECORDKEEPING AND REPORTING

6.1 The AFRD shall document incidents within the Fort McPherson boundaries using the equipment and Emergency Management Reporting System (EMBRs) utilized by the AFRD.

ARTICLE 7

EVENT OF DEFAULT

7.1 An event of default shall mean a material breach of this Agreement by the DES, Fort McPherson as follows:

7.1.1 DES repeatedly disregards local priorities established by the Mayor which the DES is required to observe by this Agreement and which have been communicated in writing by action of the City Council to the DES on more than one occasion.

ARTICLE 8

AMENDMENTS

8.1 This Agreement may be modified at any time during the term by mutual written consent of both parties, as approved by the parties' governing authorities.



ARTICLE 9

NON-ASSIGNABILITY

9.1 Neither party shall assign any of the obligations, rights, privilege, or benefits to any person or entity.

ARTICLE 10

ENTIRE AGREEMENT

10.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

RCS# 1341
8/15/11
6:27 PM

Atlanta City Council

REGULAR SESSION

11-R-1060

AUTHORIZING MAYOR TO ENTER INTO AGREEMNT
W/DIRECTORATE EMERGENCY SER FT MCPHERSON
ADOPT

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

B Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	E Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

11-R-1060