

12- R-0670

(Do Not Write Above This Line)

First Reading

Committee PUBLIC SAFETY & LEGAL ADMIN. COMMITTEE  
Date 5/15/12  
Chair  
Referred To

FINAL COUNCIL ACTION

2<sup>nd</sup>  1<sup>st</sup> & 2<sup>nd</sup>  3<sup>rd</sup>  
Readings  
 Consent  V Vote  RC Vote

A RESOLUTION BY

THE PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AND EXECUTE AN "AGREEMENT" BETWEEN THE CITY OF ATLANTA AND SANDY SPRINGS, GEORGIA FOR THE PURPOSE OF PROVIDING AUTOMATIC AND MUTUAL AID FOR EMERGENCY AND NON-EMERGENCY RESPONSES AND THE LEASE FOR USAGE OF THE CITY OF ATLANTA'S FIRE STATION 39 BY THE CITY OF SANDY SPRINGS FIRE DEPARTMENT AND FOR OTHER PURPOSES.

Committee

PSLA  
Date 5/15/12  
Chair

Action  
Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To

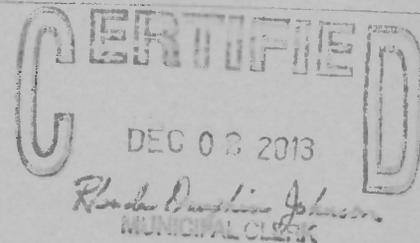
Committee

Date  
Chair

Action  
Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To



- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

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

MAYOR'S ACTION

AUTOMATICALLY TERMINATED AND FILED BY CLERK PER CHARTER SECTION 2-407 DEC 02 2013

Date Referred  
Referred To:

Date Referred  
Referred To:

Date Referred:

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**A RESOLUTION**

**BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AND EXECUTE AN "AGREEMENT" BETWEEN THE CITY OF ATLANTA AND SANDY SPRINGS, GEORGIA FOR THE PURPOSE OF PROVIDING AUTOMATIC AND MUTUAL AID FOR EMERGENCY AND NON-EMERGENCY RESPONSES AND THE LEASE FOR USAGE OF THE CITY OF ATLANTA'S FIRE STATION 39 BY THE CITY OF SANDY SPRINGS FIRE DEPARTMENT AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta and the City of Sandy Springs are contiguous; and

**WHEREAS**, the City of Atlanta and The City of Sandy Springs each maintain and staff a fire department for the purpose of providing fire suppression, protection, prevention, and emergency medical services; and

**WHEREAS**, the City of Atlanta and the City of Sandy Springs have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental assistance in providing local emergency, fire suppression, protection, prevention, and emergency medical services to the other party in the event of a fire or other local emergency; and

**WHEREAS**, the City of Atlanta and County of Fulton, Georgia, entered into the Agreement of Mutual Aid and Automatic Response on April 6, 1994 (the "Fulton County Mutual Aid Agreement") as well as the lease agreement for Atlanta Fire Rescue Station 39 (hereinafter referred as "Fire Station 39") on May 2, 2005 (the "Fulton County Lease"); and

**WHEREAS**, the City of Atlanta, with consent of Fulton County, terminated the Fulton County lease effective December 2006, and enter into a new lease with Sandy Springs in December of 2006, as agreed upon by the City, Sandy Springs, and Fulton County; and

**WHEREAS**, the City of Atlanta and Sandy Springs intend to entered into an agreement for mutual aid and first response pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and Article IX, Section III, Paragraph 1 concurrently with the 1<sup>st</sup> Lease agreement attached as Exhibit B and reference hereby incorporated herein.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES THE FOLLOWING:**

**Section 1:** That the Mayor or his designee is hereby authorized to execute on behalf of the City of Atlanta, Georgia, that intergovernmental Agreement entitled, "LEASE AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE CITY OF SANDY SPRINGS, GEORGIA FOR THE USE OF ATLANTA FIRE STATION 39," in substantial form to that document attached as Exhibit "B" hereto for the mutual provision of fire and support services between the fire departments of the City of Atlanta and Sandy Springs, said agreement to become effective upon approval by Council and execution by the Mayor.

**LEASE AGREEMENT BETWEEN THE CITY OF ATLANTA AND  
THE CITY OF SANDY SPRINGS, GEORGIA FOR THE USE OF  
ATLANTA FIRE STATION 39**

**THIS LEASE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Atlanta (hereinafter referred to as “City”), a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and City Council, and the City of Sandy Springs (hereinafter referred to as “Sandy Springs”), a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and City Council. This lease is authorized to a resolution adopted by the Atlanta City Council and approved by the Mayor, a copy of said resolution which is attached as Exhibit A and by reference hereby incorporated herein.

This lease shall create the relationship of Landlord and Tenant between the parties hereto. The City shall be Landlord and Sandy Springs shall be Tenant. No estate shall pass out of the City. Sandy Springs only has a usufruct, not subject to levy and sale, and not assignable by Sandy Springs, except by written consent of the City.

**WITNESSETH:**

WHEREAS, the City of Atlanta and the City of Sandy Springs are contiguous; and

WHEREAS, the City of Atlanta and The City of Sandy Springs each maintain and staff a fire department for the purpose of providing fire suppression, protection, prevention, and emergency medical services; and

WHEREAS, the City of Atlanta and the City of Sandy Springs have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental assistance in providing local emergency, fire suppression, protection, prevention, and emergency medical services to the other party in the event of a fire or other local emergency; and

WHEREAS, the City of Atlanta and County of Fulton, Georgia, entered into the Agreement of Mutual Aid and Automatic Response on April 6, 1994 (the “Fulton County Mutual Aid Agreement”) as well as the lease agreement for Atlanta Fire Rescue Station 39 (hereinafter referred as “Fire Station 39”) on May 2, 2005 (the “Fulton County Lease”); and

WHEREAS, the City of Atlanta, with consent of Fulton County, terminated the Fulton County lease effective December 2006, and enter into a new lease with Sandy Springs in December of 2006, as agreed upon by the City, Sandy Springs, and Fulton County; and

WHEREAS, the City of Atlanta and Sandy Springs intend to entered into an agreement for mutual aid and first response pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and Article IX, Section III, Paragraph 1 concurrently with the 1<sup>st</sup> Lease agreement attached as Exhibit B and reference hereby incorporated herein.

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

## **ARTICLE I – USE OF FACILITIES**

**Paragraph 1.0.** Sandy Springs agrees to provide fire protection services for City within no less than two (2) mile radius of Fire Station 39.

**Paragraph 1.1.** City agrees that Sandy Springs has sole and exclusive possession of Fire Station 39 through its lease and shall continue such procession until termination hereunder.

**Paragraph 1.2.** City acknowledges that the lease spaces shall be used primarily to provide fire protection services to Sand Springs in areas designated and described in Exhibit C attached and by this reference incorporated herein.

**Paragraph 1.3.** City agrees to provide the use of Fire Station 39, located at 4697 Wieuca Road NE, to Sandy Springs primarily to house fire apparatus and personnel of the Sandy Springs Fire Department. Notwithstanding anything to the contrary herein, City reserves the right to store additional fire apparatus within the basement of Fire Station 39 for use by Atlanta Fire Rescue Department (hereinafter referred to (“AFRD”), and reserves the right to use the training/meeting room facilities located upstairs.

**Paragraph 1.4.** At all times possible herein, the City shall retain title to Fire Station 39, the property and the facilities.

**Paragraph 1.5.** The City agrees that upon commencement of the Lease, Fire Station 39 shall be identified to the public and to all City and Sandy Springs Personnel as the “Atlanta-Sandy Springs Fire Station #4.”

**Paragraph 1.6.** The City agrees to be responsible for providing the following:

1. A base station communications radio transceiver, for the purposes of communications with Atlanta Fire Communication Center;
2. The refrigerator presently on the premises; and
3. An approved above ground storage tank for storage of petroleum fuels for fire apparatus and an approved pump device to deliver the fuel from the tank to the fire apparatus fuel tank, at the time of occupancy.

**Paragraph 1.7.** Sandy Springs agrees to be responsible for providing the following:

1. Maintenance, inspection and upkeep of the underground storage tank;
2. Any fuels to be used in fire apparatus used by Sandy Springs in the above ground storage tank;
3. Maintenance of the building and normal preventive practices to maintain the station in a safe and reasonable manner, inclusive of the auxiliary power unit;
4. Normal cleaning and general daily maintenance of the fire station, both internal and external;
5. Small equipment to maintain the fire station, including but not limited to a lawn mower, cleaning supplies and paper supplies;
6. Furnishings for personnel assigned to the fire station;
7. Any capital improvements that will maintain living and working conditions;
8. Repairs caused by negligence of Sandy Springs employees;
9. Prompt notification to the Atlanta Fire Rescue Department Real Property Chief of any items needing attention for which the City is responsible pursuant to the terms and conditions of the Lease herein; and
10. All natural gas, electric, water, and telephone services as required for the operation of the station.
11. Mobile and portable radio units capable of communicating with Atlanta 911 Communications Center.

**Paragraph 1.8.** Sandy Springs agrees that no modifications, improvements, alterations or additions may be made to said premises without the prior written consent of the City. Any additions caused by Sandy Springs shall become the property of the City upon termination of the Lease.

**Paragraph 1.9.** Sandy Springs indemnifies and holds the City harmless from and against any and all loss, cost, liability, damage and expense Sandy Springs may suffer or incur, including, without limitation, attorneys fees and court cost, arising from or related to the Sandy Springs renovation, use and occupancy of the premises.

## **ARTICLE II – COMPENSATION**

**Paragraph 2.0.** Sandy Springs agrees that upon commencement of the Lease, it shall provide to the City rent payments of ONE DOLLAR (\$1.00) per year for each year of the Lease.

## **ARTICLE III – AUTOMATIC RESPONSE**

Said Lease shall cover:

**Paragraph 3.0.** Sandy Springs shall provide at least one approved Class A fire pumper with a pumping capacity of not less than 1500 gallons per minute and staffed with not

less than four (4) State of Georgia Standard and Training Council certified firefighters, two (2) who are trained to the NREMT-I NREMT-A level to respond to an automatic response area as determined by the AFRD.

**Paragraph 3.1.** Nothing in the Lease shall change or alter in any way the Agreement of Mutual Aid and Automatic Response entered into on (typed in date), between Sandy Springs and the City.

#### **ARTICLE IV – NOTIFICATIONS & COMMUNICATIONS**

**Paragraph 4.0.** Sandy Springs agrees that when the Atlanta Fire Rescue Communications Center receives a call for the Fire Station 39 area, the City will dispatch the alarm to Fire Station 39 by radio transceiver as the primary means of dispatch.

**Paragraph 4.1.** City agrees that the alarm information will be relayed to Sandy Springs Communications Center, by telephone when the primary communications means fails to notify the unit.

**Paragraph 4.2.** Sandy Springs agrees that once the Fire Station 39 unit is responding, the unit shall acknowledge it is responding on the appropriate assigned channel through Atlanta 911 Communications Center. All communications should remain with Atlanta 911 Communications Center pursuant to AFD.SOP – 92.6, included herewith as Exhibit D, until the incident is terminated and the fire unit has returned to the fire station.

**Paragraph 4.3.** Sandy Springs agrees that when the Fire Station 39 units is responding to an alarm in Sandy Springs, or is otherwise out of service, it shall notify Atlanta 911 Communications so that Atlanta can make adequate provisions to provide continued protection to the City area.

**Paragraph 4.4.** City agrees to provide Atlanta Fire Rescue Communications personnel to conduct training in the use of the City's communication equipment and procedures to Sandy Springs's personnel assigned to Fire Station 39.

**Paragraph 4.5.** Sandy Springs agrees that upon receiving a verbal alarm at Fire Station 39. Personnel on duty shall notify Atlanta 911 Communications Center of the situation and any intended action.

**Paragraph 4.6.** Both City and Sandy Springs agree that should either communications system fail, the other party will be notified.

#### **ARTICLE V – TERMINATION**

**Paragraph 5.0.** The term of this Lease shall commence upon approval of the governing bodies of Sandy Springs and the City of Atlanta, and shall continue for a term not to exceed five (5) years from date of renewal, and to be renewed only by approval of said governing bodies.

**Paragraph 5.1.** In the event that either party wishes to terminate the Lease, they may do so by providing the other party with no less than ninety (90) days prior written notice.

**Paragraph 5.2.** In the event that Fire Station 39 is totally destroyed by storm, fire, lighting, earthquake, or other casualty, the Lease shall be terminated as of the date of the destruction.

## ARTICLE VI – NOTIFIERS

**Paragraph 6.0.** Any notice hereunder shall be sufficient if sent by registered or certified U.S. Mail, addressed to:

Sandy Springs:

Chief Jack McElfish, Fire Chief  
City of Sandy Springs Fire Rescue  
7840 Roswell Road, Suite 500  
Sandy Springs, Georgia 30350

City of Atlanta:

Chief Kelvin J. Cochran, Fire Chief  
City of Atlanta Department of Fire Rescue  
226 Peachtree Street, SW  
Atlanta, Georgia 30303

## ARTICLE VII – VARIATIONS OR MODIFICATIONS TO LEASE

**Paragraph 7.0.** The Lease agreement and Exhibits A, B, C and D incorporated herein constitute the entire agreement between the City and Sandy Springs and there are no further written or oral arguments with respect thereto. No variation or modification of the agreement, and no waiver of this provision, shall be valid unless in writing and signed by parties hereto.

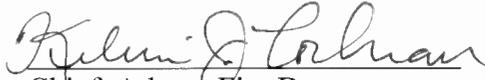
## ARTICLE VIII – GOVERNING LAW

**Paragraph 8.0.** This lease agreement shall be governed in all respects, as to validity, constitution, and capacity, performance, or otherwise, by the laws of the State of Georgia.

IN WITNESS THEREOF, the parties hereto have set their hands and seals.

**THE CITY OF ATLANTA,  
a political subdivision on the  
State of Georgia**

\_\_\_\_\_  
Mayor, City of Atlanta

  
\_\_\_\_\_  
Chief, Atlanta Fire Department

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Chief Operating Officer

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clerk, City of Atlanta

\_\_\_\_\_  
City Attorney

**THE CITY OF SANDY SPRINGS,  
a political subdivision on the  
State of Georgia**

\_\_\_\_\_  
Mayor, City of Sandy Springs

\_\_\_\_\_  
Chief, Sandy Springs  
Fire Department

\_\_\_\_\_  
City Manager  
City of Sandy Springs

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clerk, City of Sandy Springs

\_\_\_\_\_  
City Attorney