COUNTY AGENDA REQUEST

Department:	Fire and Emergency Services	Presenter(s):	Allen McCullough
Meeting Date:	Thursday, April 12, 2012	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to authorize the Chairman to sign a six month "Agreement of Temporary Automatic Aid for Fire and Emergency Medical Services" that will authorize the City of Peachtree City to provide emergency assistance to a portion of Fayette County.

Background/History/Details:

The Georgia Department of Transportation (GDOT) has contracted with E.R. Snell for road and intersection improvements for Georgia Highway 85 at Bernard Road. In order to complete this work, a large portion of Bernard Road will be closed for six (6) months; however, construction estimates indicate that the closure time could be slightly less than that anticipated timeframe. Fayette County and the City of Peachtree City have determined that closing a large portion of Bernard Road will reduce emergency response to that part of the road as well as to Redwine Road and "associated subdivisions with access from these roads".

The "Agreement of Temporary Automatic Aid for Fire and Emergency Medical Services" authorizes the City of Peachtree City's Fire and Rescue to "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 during the time of this road construction for a period not to exceed six (6) months from the time of agreement."

A clause is included with the agreement to extend its timeframe, if needed.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to authorize the Chairman to sign a six month "Agreement of Temporary Automatic Aid for Fire and Emergency Medical Services" that will authorize the City of Peachtree City to provide emergency assistance to a portion of Fayette County.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

AGREEMENT OF TEMPORARY AUTOMATIC AID FOR FIRE & EMERGENCY MEDICAL SERVICES

FAYETTE COUNTY / PEACHTREE CITY

This agreement is made and entered into this _____ day of _____ 2012, by and between Fayette County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Peachtree City, organized and existing under the laws of the State of Georgia, acting by and through its duly elected Mayor and Council.

WITNESSETH:

WHEREAS, Fayette County and Peachtree City, Georgia are contiguous; and

WHEREAS, Fayette County and Peachtree City, 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; and

WHEREAS, Fayette County and Peachtree City, Georgia have determined that due to the closing of a portion of Bernard Road that is critical to emergency response to a large portion of Bernard Road, Redwine Road and associated subdivisions with access from these roads, it is to the benefit of the citizens living and traveling in this area and each of the parties hereto that Peachtree City Fire & Rescue 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 during the time of this road construction for a period not to exceed six (6) months from the time of

agreement.

WHEREAS, it is the desire of the parties hereto to enter into this agreement for Automatic Aid (Mutual 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. 8 36- 69- I, ct. 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 I- AUTOMATIC AID (MUTUAL RESPONSE)

Paragraph 1.0 The parties shall establish a response district which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the Fayette County Fire Chief and the Peachtree City Fire Chief. Said agreed upon streets will be recorded in a document written and signed by both the Fayette County Fire Chief and the Peachtree City 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 Fire Chief's.

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, Fayette County and Peachtree City shall furnish such fire, emergency medical, hazardous material, 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 (Mutual Response) shall exist at a level mutually agreed upon by the Fayette County Fire Chief and the Peachtree City Fire Chief. Said Agreements shall be written and signed by the Fayette County Fire Chief and the Peachtree City Fire Chief. Subsequently, the document shall be attached to this Agreement as Addendum B.

ARTICLE 2- SUPERVISION

Paragraph 3.0 The jurisdiction furnishing Automatic 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 the furnishing/ responding jurisdiction. The Task Force/ Strike Team Leader shall coordinate the resources of the furnishing/ responding jurisdiction and shall report to the Incident Commander of the jurisdiction having authority over the incident.

Paragraph 3.1 When the furnishing/ responding jurisdiction's Task Force/ Strike Team Leader arrives prior to the arrival of the unit(s) of the jurisdiction receiving Automatic Aid, then the Task Force/ Strike Team Leader of the furnishing/ responding jurisdiction shall assume the duties of the Incident Commander 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 to be in command for the jurisdiction receiving Automatic Aid.

Paragraph 3.2 Personnel from the furnishing/ responding jurisdiction will take

commands specific to their performance from the Incident Commander, or his designee; will work with their own equipment in all possible circumstances.

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

Paragraph 3.4 Any incidents occurring within the jurisdiction of Fayette County and Peachtree City will be managed utilizing the National Incident Management System.

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 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 Aid.

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

for by law.

ARTICLE 5- CONSIDERATIONS

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 and continue until completion of the road work and the road is opened for emergency response or for six (6) months whichever would occur first . This Agreement shall automatically be renewed should the six (6) month time frame occur and the roadway not be finished. The renewal period would be for one (1) month increments as agreed upon by the Fire Chief's.

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 department's pre- assigned apparatus first should mutual dispatch not be available through the Communications Center.

Paragraph 10.1 The dispatcher of the jurisdiction having command over the incident will then contact the fire department to provide Automatic Aid to the incident, and advise that 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 potential Incident Commander to know precisely what equipment he or she 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 Aid services via radio or in person upon arrival on the scene.

Paragraph 11.1 Upon arriving on the incident scene, the officer in command of the jurisdiction responding with Automatic Aid and the officer in command of the jurisdiction receiving Automatic Aid shall keep his or her respective department informed of the status of the operation. If it appears that the Automatic 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 jurisdictions shall so advise his or her dispatcher.

ARTICLE 12- MOVE UP OF EQUIPMENT

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 assistance by moving up Mutual Aid units into the vacant areas of the jurisdiction requesting Mutual Aid.

ARTICLE 13- ADMINISTRATION

Paragraph 13.0 The Fayette County Fire Chief and the Peachtree City 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 Fayette County Fire Chief and the Peachtree City Fire Chief.

Paragraph 14.1 This Agreement shall be the instrument which controls the provision of any emergency 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 ten (10) days advance 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 appropriate address.

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 court of competent jurisdiction in Fayette County.

SO RESOLVED this _____ day of _____ 2012.

_____
Mayor, City of Peachtree City

_____
Fire Chief, City of Peachtree City

_____
City Clerk, City of Peachtree City

SO RESOLVED this _____ day of _____ 2012.

_____
Chairman,
Fayette County Board Of Commissioners

_____
Fire Chief, Fayette County

_____
County Clerk,
Fayette County

AGREEMENT OF TEMPORARY AUTOMATIC AID FOR FIRE & EMERGENCY MEDICAL SERVICES

FAYETTE COUNTY / PEACHTREE CITY

Addendum A

Streets within the Response District:

ASHBOROUGH PK
BEL AIRE LOOP
BERNHARD RD
BIRKDALE DR
BRIAR MEADOW CT
BRISBANE CT
BROADMOOR DR
BROWNS CROSSING DR
BURBURY CLOSE
CADENCIA CT
CARNOUSTIE WAY
CARROLLS WAY
CHERRY HILLS DR
CHESHIRE CHASE
COLONY PT
CONSERVATORY PT
COTTONMILL CT
COUNTY DOWN
COVENTRY CT
DARREN DR
DORAL CT
DRESDEN PL
FARMS RD
GLEN GROVE
GLENFARE TRC
GLENWOOD CHASE
GREENBROOK WAY

HEMLOCK CT
HIGHGROVE DR
INVERNESS SHORES DR
ISLEWORTH WAY
JEFFERSON WOODS DR
KAPALUA PT
KILLARNEY DR
LONGMEAD DR
MEETING HOUSE RD
MOCKINGBIRD TR
MONARCH DR
NEWHAVEN DR
OAK SHADOW WAY
OLD IVY
OLD VALLEY PT
PEBBLE BEACH DR
PLEASANT HL
QUARTERS RD
REDWINE RD
RIVIERA CT
S PEACHTREE PKW
SENECA PL
SHOAL CREEK RD
SILVERMERE
SOUTHGATE DR
SPRING MIST DR
ST ANDREWS DR
ST CHARLES PL
STONEBRIAR LN
STONEHAVEN DR
STREAMVIEW CT
STRICKLAND CT
SUFFOLK PL
SWILCAN CT
TALL TIMBER CT
TARRAGON DR

TRALEE DR
TROON DR
TROTTERS RDG
TURNBERRY CIR
WEST CREEK CT
WELLBORN CHASE
WENTWORTH CT
WHITEGATE DR
WINGED FOOT TRL
WOODBERRY PL
WOODCREEK LN
WOODLEIGH DR
WOODMERE LN

Map to accompany:

AGREEMENT OF TEMPORARY
AUTOMATIC AID
FOR FIRE & EMERGENCY MEDICAL SERVICES

FAYETTE COUNTY / PEACHTREE CITY

Addendum B

Mutual Aid Level of Response

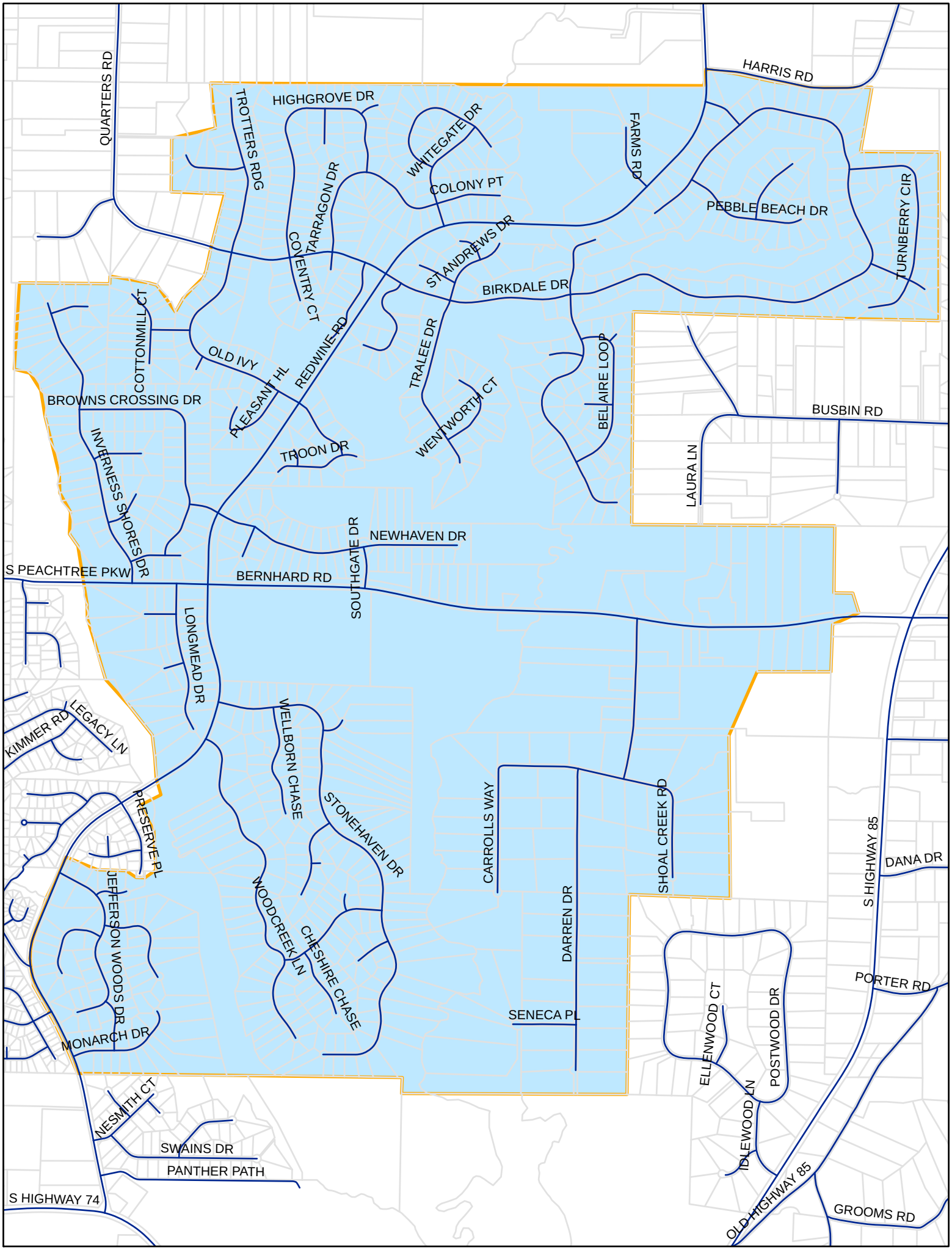
Fayette County requests the following type unit as a first response:

Fire (Any Type): One (1) Engine

Medical (Any Type): One (1) Medic Unit

Fayette County will respond a standard response to all calls in the outlined area. Unless PTC encounters a critical patient requiring immediate transport only first response is requested under this agreement. Fayette County will handle all patient transports.

_____	_____
Fire Chief, City of Peachtree City	Fire Chief, Fayette County
_____	_____
Date	Date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HARRIS RD
HIGHGROVE DR
TROTTERS RDG
WHITEGATE DR
FARMS RD
TARRAGON DR
COLONY PT
PEBBLE BEACH DR
TURNBERRY CIR
COVENTRY CT
ST ANDREWS DR
BIRKDALE DR
COTTONMILL CT
OLD IVY
REDWINE RD
TRALEE DR
BELLAIRE LOOP
PLEASANT HL
BROWNS CROSSING DR
WENTWORTH CT
BUSBIN RD
TROON DR
INVERNESS SHORES DR
LAURA LN
NEWHAVEN DR
SOUTHGATE DR
S PEACHTREE PKW
BERNHARD RD
LONGMEAD DR
KIMMER RD
LEGACY LN
WELLBORN CHASE
STONEHAVEN DR
CARROLLS WAY
SHOAL CREEK RD
PRESERVE PL
S HIGHWAY 85
DANA DR
JEFFERSON WOODS DR
WOODCREEK LN
CHESHIRE CHASE
DARREN DR
PORTER RD
SENECA PL
ELLENWOOD CT
POSTWOOD DR
MONARCH DR
IDLEWOOD LN
NESMITH CT
SWAINS DR
PANTHER PATH
S HIGHWAY 74
OLD HIGHWAY 85
GROOMS RD