New Business #6

COUNTY AGENDA REQUEST

Department:	Board of Commissioners	Presenter(s):	Chairman Steve Brown
Meeting Date:	Thursday, September 11, 2014	Type of Request:	New Business

Wording for the Agenda:

Consideration of staff's recommendation to enter into an Automatic Aid Agreement between the City of Fayetteville and Fayette County for the mutual rendering of supplemental fire suppression and for participation in joint training exercises.

Background/History/Details:

The fire chiefs of the City of Fayetteville and Fayette County, operating in support of their various jurisdictions, have offered a proposed Automatic Aid Agreement for the mutual rendering of supplemental fire suppression and for participation in joint training exercises.

This agreement calls for both parties to furnish fire suppression as part of the first response assignment, for both parties to provide one approve Class A fire pumper with a pumping capacity of not less than 1,000 gallons per minute and staffed with not less than two (2) State of Georgia Standard and Training Council certified firefighters and minimally trained to EMT-1 level too respond to the Aid District, and for both parties to participate in joint training exercises in order too insure basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

This Automatic Aid Agreement was approved by the Fayetteville City Council on September 4, 2014.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an Automatic Aid Agreement between the City of Fayetteville and Fayette County for the mutual rendering of supplemental fire suppression and for participation in joint training exercises.

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

Staff Notes:

This Automatic Aid Agreement stands as an example of the City of Fayetteville and Fayette County working together in their respective roles as first responders for the betterment of all who are a part of the Fayette County community.

AUTOMATIC AID AGREEMENT

This Automatic Aid agreement is made and entered into this day of _____ 2014 by and Between the city of Fayetteville, Georgia, a municipality of the State of Georgia, acting by and through its duly elected Mayor and Council, and Fayette County, a political subdivision of the State of Georgia, acting by and through its elected Board of Commissioners.

WITNESSETH

WHEREAS, Fayetteville, Georgia and Fayette County, Georgia are contiguous; and

WHEREAS, Fayetteville and Fayette County, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical, other emergency services; and

WHEREAS, Fayetteville and Fayette County, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression to the other party in the event of fire and to take part in joint training exercises; and

WHEREAS, it is the desire of the signatories hereto to enter into this Automatic Aid Agreement, hereinafter, “the Agreement,” pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section Ill, Paragraph 1, on the terms and conditions hereinafter contained.

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

ARTICLE I- AUTOMATIC AID

Paragraph 1.0: The parties have established a mutually beneficial automatic aid district attached and incorporated hereto as Exhibit A and hereinafter referred to as "Automatic Aid District." Automatic Aid District may be changed to reflect additions or deletions of response areas with approval of both parties and ratified by elected officials of each jurisdiction.

Paragraph 1.1: In the event of any residential or commercial building fire which occurs in the Automatic Aid District, Fayetteville and Fayette County shall furnish such fire suppression as part of the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2: Automatic Aid - Fayetteville and Fayette County each shall provide one approved Class A fire pumper with a pumping capacity of not less than 1,000 gallons per minute and staffed with not less than two (2) State of Georgia Standard and Training Council certified firefighters and minimally trained to EMT-1 level to respond the Automatic Aid District as set forth on Exhibit A.

Paragraph 1.3: It is expressly understood that the automatic aid actually furnished may be recalled at the sole discretion of the Fire Chief of the furnishing jurisdiction if circumstances warrant.

Paragraph 1.4: It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE II- SUPERVISION

Paragraph 2.0: The furnishing jurisdiction may elect to furnish a Captain or Battalion Chief to fire and rescue-related incidents. If the jurisdiction receiving the automatic aid does not have a Captain or Battalion Chief available, one shall be dispatched by the furnishing agency.

Paragraph 2.1: If a Captain or Battalion Chief is requested, then that officer is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving automatic aid.

Paragraph 2.2: Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 2.1.

Paragraph 2.3: All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the automatic aid except as provided in Paragraph 2.1.

ARTICLE III- LIABILITY

Paragraph 3.0: There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling a fire.

Paragraph 3.1: Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

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

ARTICLE IV- COMPENSATION

Paragraph 4.0: No party under this Agreement will be required to pay any compensation to the other party under this Agreement for services rendered pursuant to this automatic aid agreement.

Paragraph 4.1: The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

Paragraph 4.2: Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 4.3: Each party shall pay its own personnel without cost to the other party.

ARTICLE V - RELEASE OF CLAIMS

Paragraph 5.0: Each of the parties agrees to release the other party from any and all liabilities, claims, judgments, cost or demands for damage to that party's property, whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this Agreement.

ARTICLE VI - INJURIES TO PERSONNEL

Paragraph 6.0: Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE VII- THIRD PARTY BENEFICIARIES

Paragraph 7.0: This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE VIII- TERM OF AGREEMENT

Paragraph 8.0: This Agreement shall commence upon its execution by Fayetteville, acting by and through its Mayor and Council, and by Fayette County, acting by and through its Board of Commissioners and shall continue until June 30, 2015. This Agreement shall automatically be renewed by the parties on July 1st, and each year thereafter on July 1st for additional one (1) year terms until such time as written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this automatic aid agreement.

Paragraph 8.1: Nothing in this Article shall preclude termination pursuant to Article 13

ARTICLE IX- FIRE SCENE COMMUNICATIONS

Paragraph 9.0: Operations at a scene requiring automatic aid shall be run by a unified command. Communication on the scene will be coordinated through the command post.

Paragraph 9.1: All fire scene communications shall be plain text.

ARTICLE X- MOVE UP OF EQUIPMENT

Paragraph 10.0: Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

Paragraph 10.1: In the event that a jurisdiction has dedicated a major amount of resources on an incident, the jurisdiction may request aid to cover vacant territories by "moving up" automatic aid units into the affected jurisdiction.

ARTICLE XI- ADMINISTRATION

Paragraph 11.0: It is agreed by each of the parties that for the purpose of liaison and administration, Fayetteville Fire Chief and Fayette County Fire Chief shall be jointly responsible.

ARTICLE XII- ENTIRE AGREEMENT

Paragraph 12.0: This Agreement shall constitute the entire agreement for automatic aid between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by Fayetteville, acting by and through its Mayor and Council, and Fayette County, acting by and through its Board of Commissioners. Mutual aid is established through another agreement.

ARTICLE XIII- TERMINATION

Paragraph 13.0: Either party to this Agreement may terminate the Agreement by giving not less than ninety (90) days written notice to the other party .

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0: 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 XV- GOVERNING LAW

Paragraph 15.0: This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

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

ARTICLE XVII- GOVERNING LAW

Paragraph 17.0: This agreement shall govern in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

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

City Fayetteville, Georgia	Fayette County, Georgia
_____	_____
Mayor, City of Fayetteville	**Chairman, Fayette County**
Attest: _____	**Attest:** _____
City Clerk, City of Fayetteville	County Clerk, Fayette County

Exhibit "A"

Automatic Aid Site Map for the response for residential and commercial building fires.

Exhibit A

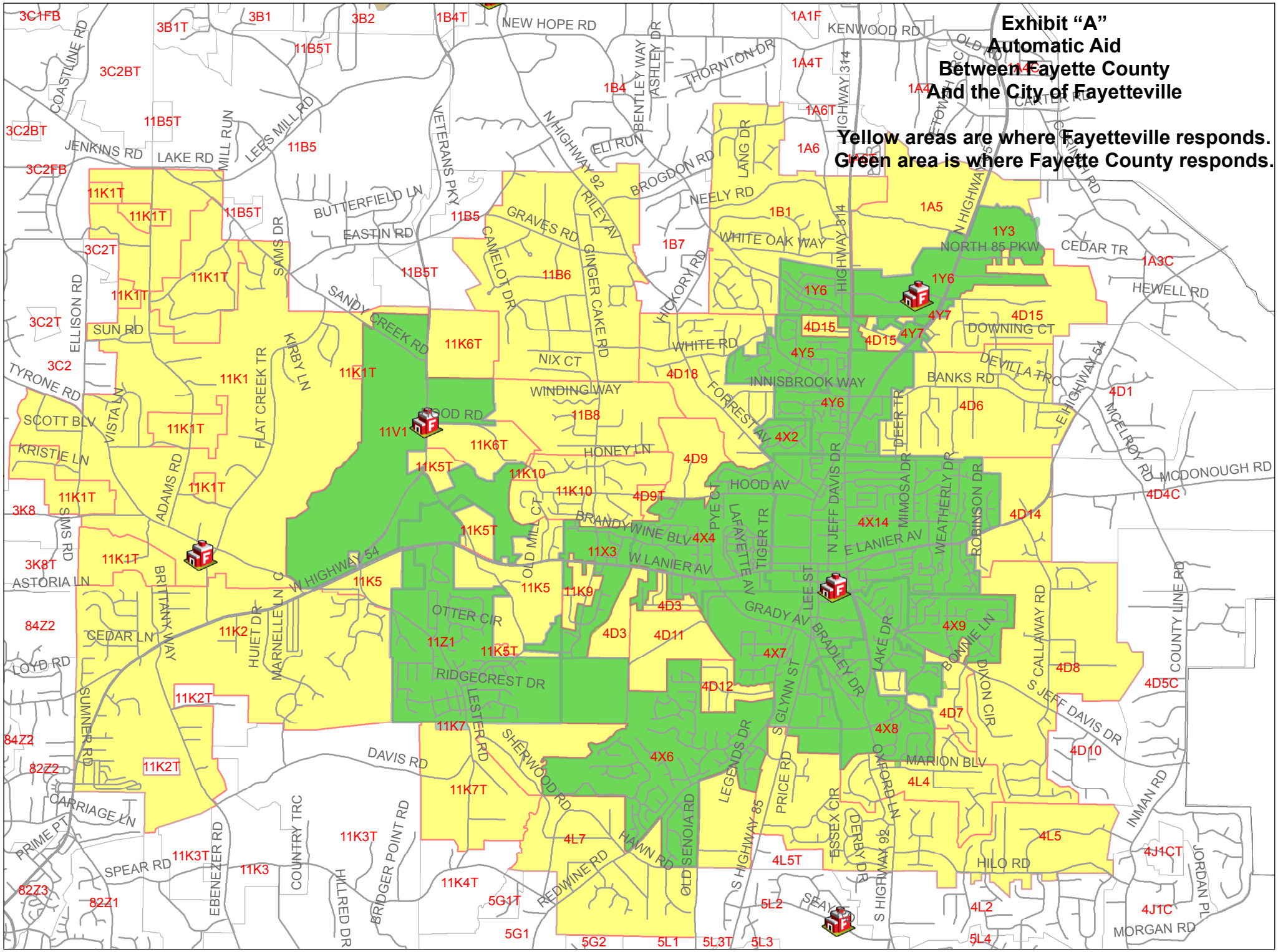
Exhibit "A"
Automatic Aid
Between Fayette County
And the City of Fayetteville
Yellow areas are where Fayetteville responds.
Green area is where Fayette County responds.
NEW HOPE RD
KENWOOD RD
THORNTON DR
COASTLINE RD
JENKINS RD
LAKE RD
MILL RUN
LEES MILL RD
VETERANS PKY
N HIGHWAY 92
ELI RUN
BENTLEY WAY
ASHLEY DR
BROGDON RD
NEELY RD
LANG DR
HIGHWAY 314
N HIGHWAY 85
CARTER RD
BUTTERFIELD LN
EASTIN RD
SAMS DR
GRAVES RD
CAMELOT DR
GINGER CAKE RD
RILEY AV
WHITE OAK WAY
HIGHWAY 314
NORTH 85 PKW
CEDAR TR
HEWELL RD
ELLISON RD
SUN RD
SANDY CREEK RD
HICKORY RD
WHITE RD
NIX CT
WINDING WAY
INNISBROOK WAY
DOWNING CT
DEVILLA TRC
BANKS RD
E HIGHWAY 54
MCELROY RD
TYRONE RD
SCOTT BLV
VISTA LN
FLAT CREEK TR
KIRBY LN
FORRESTAL AV
DEER TR
KRISTIE LN
ADAMS RD
HONEY LN
HOOD AV
N JEFF DAVIS DR
MIMOSA DR
WEATHERLY DR
ROBINSON DR
MCDONOUGH RD
SIMS RD
BRANDYWINE BLV
PYE CT
LAFAYETTE AV
TIGER TR
E LANIER AV
W LANIER AV
OLD MILL CT
W HIGHWAY 54
ASTORIA LN
BRITTANY WAY
HUIET DR
MARNELLE LN
OTTER CIR
GRADY AV
LEE ST
BRADLEY DR
LAKE DR
BONNIE LN
DIXON CIR
S CALLAWAY RD
COUNTY LINE RD
CEDAR LN
LOYD RD
RIDGECREST DR
LESTER RD
SHERWOOD RD
S GLYNN ST
LEGENDS DR
S JEFF DAVIS DR
SUMNER RD
DAVIS RD
MARION BLV
PRICE RD
OXFORD LN
ESSEX CIR
DERBY DR
INMAN RD
CARRIAGE LN
PRIME PT
SPEAR RD
EBENEZER RD
COUNTRY TRC
HILLRED DR
BRIDGER POINT RD
HAWN RD
OLD SENOIA RD
REDWINE RD
S HIGHWAY 85
S HIGHWAY 92
HILO RD
JORDAN PL
MORGAN RD
3C1FB
3B1T
3B1
3B2
1B4T
1A1F
1A4T
1A4
1A6T
1A6
1B4
1B1
1A5
1Y3
1A3C
1Y6
4Y7
4D15
4Y5
4Y6
4D6
4D1
4X2
4D9
4D9T
4X4
4X14
4D14
4D4C
4X9
4D8
4D5C
4D7
4X8
4D10
4L4
4L5
4J1CT
4J1C
4L2
5L4
5L2
5L3
5L1
5L3T
5G2
5G1
5G1T
4L5T
4L7
4X6
4X7
4D12
4D11
4D3
11K9
11X3
11K10
11K6T
11B8
11B6
11B5T
11B5
11K1T
11K1
11K5T
11K5
11V1
11K2T
11K2
11Z1
11K7
11K7T
11K3T
11K3
11K4T
82Z1
82Z2
82Z3
84Z2
3K8
3K8T
3C2BT
3C2FB
3C2T
3C2
11B7