COUNTY AGENDA REQUEST

Department:	Fire and Emergency Services	Presenter(s):	M. Allen McCullough
Meeting Date:	Thursday, September 22, 2011	Type of Request:	Consent

Wording for the Agenda:

Fire & Emergency Services is requesting approval to enter an “Automatic and Mutual Aid” Agreement with Clayton County Fire & Emergency Services.

Background/History/Details:

Automatic aid provides additional resources to both departments in a predefined response area and mutual aid allows response in the remaining portion of the county in fire, EMS, and disaster situations. This provides additional apparatus and personnel for quick response and high impact events. Both departments have resources that can respond and provide assistance to certain geographical areas prior to the arrival of the other agency. Aid agreements of this type are also beneficial to departments with ISO considerations for response.

In April of 1991, the department entered into an automatic and mutual aid agreement with Clayton County. Subsequently in 2004, this agreement was canceled by Clayton County due to issues that arose from within Clayton County and their municipal partners. Under the current administration, departments external to Clayton County are being contacted and requested to consider reentering the automatic aid portion of this agreement.

Entering into this updated agreement will provide Fayette County with access to these additional resources and aid in supplementing fire and EMS response strengths. The department recommends updating this agreement to include both automatic and mutual aid.

What action are you seeking from the Board of Commissioners?

Approval of the Automatic and Mutual Aid Agreement with Clayton County Fire & Emergency Services and for the Chairman to sign the agreement pending the County Attorney's review.

If this item requires funding, please describe:

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

STAFF USE ONLY

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 MUTUAL AID AND AUTOMATIC AID RESPONSE

This agreement is made and entered into this ____ day of _____ 20___ by and between Clayton County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and Fayette County, a political subdivision of the State of Georgia, acting by and through its elected Board of Commissioners.

WITNESSETH

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

WHEREAS, Clayton County 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, Clayton County 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, protection, rescue and emergency medical services to the other party in the event of fire or other local emergency, and to take part in joint training exercises; and

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for automatic aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section III, 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 - FIRST RESPONSE AUTOMATIC AID

Paragraph 1.0: The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by Clayton County Fire Chief and the Fayette County Fire Chief and attached and incorporated hereto as Addendum A and hereinafter referred to as "response district." This response district may be changed to reflect additions or deletions of response areas with approval of both parties.

Paragraph 1.1: In the event of any fire, rescue, disturbance, or other fire-related local emergency occurs in the response district, Clayton County and Fayette County shall furnish such fire suppression, protection, rescue and emergency medical services as may be reasonably required to cope with such emergency, as part of the first response assignment, subject to the limitations hereinafter set forth in this agreement.

ARTICLE II - AUTOMATIC AID

Paragraph 2.0: The level of first response automatic aid and secondary mutual aid shall be extended to a level agreed upon by the Clayton County Fire Chief and the Fayette County Fire Chief as described in Addendum B attached hereto and by this reference incorporated herein. 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 the emergency.

Paragraph 2.1: It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Fire Chief or Commissioner/Director of Public Safety of the furnishing jurisdiction if circumstances warrant.

Paragraph 2.2: 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 III - SUPERVISION

Paragraph 3.0: The furnishing jurisdiction may elect to furnish Captain or Battalion Chief to fire and rescue-related incidents. If the jurisdiction receiving the aid does not have a Captain or Battalion Chief available, one shall be dispatched by the furnishing agency.

Paragraph 3.1: 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 aid.

Paragraph 3.2: Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 3.1.

Paragraph 3.3: All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.1.

ARTICLE IV - LIABILITY

Paragraph 4.0: There should be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

Paragraph 4.1: 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 4.2: All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE V - COMPENSATION

Paragraph 5.0: 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 agreement.

Paragraph 5.1: The mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties.

Paragraph 5.2: Each party to this agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 5.3: Each party shall pay its own personnel without cost to the other party.

ARTICLE VI - RELEASE OF CLAIMS

Paragraph 6.0: Each of the parties agree to release the other party from any and all liabilities, claims, judgment, 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 VII - INJURIES TO PERSONNEL

Paragraph 7.0: 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 VIII - INJURIES TO PERSONNEL

Paragraph 8.0: 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 IX - TERM OF AGREEMENT

Paragraph 9.0: This agreement shall commence on the date of its entry on the Minutes of the Commission Meeting in open meeting and spread on the Minutes of the governing body of Fayette County, Georgia and shall continue until December 31st. This agreement shall automatically be renewed by the parties on January 1st, and each year thereafter on January 1st, unless and until such time as written notices of termination or modification is received by either party within ninety (90) days of the expiration of the term of this agreement.

Paragraph 9.1: Nothing in this Article shall preclude termination pursuant to Article 15.

ARTICLE X - DISPATCHING OF ALARM

Paragraph 10.0: The dispatcher of the party having control will dispatch the department's pre-assigned apparatus first.

Paragraph 10.1: The dispatcher will then contact the Department furnishing the aid and inform them to dispatch the agreed upon apparatus to the alarm.

Paragraph 10.2: When dispatching apparatus to a location involving AID, each party's dispatcher will announce that AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

ARTICLE XI - FIRE SCENE COMMUNICATIONS

Paragraph 11.0: Operations at a scene requiring an automatic/mutual aid response shall be run by a unified command. Communication on the scene will be coordinated through the command post.

Paragraph 11.1: All fire scene communications shall be plain text.

Paragraph 11.2: Upon arriving at the scene, the AUTOMATIC AID officer shall keep his department informed of his status. If it appears the automatic aid equipment will be needed on the scene for an extended period of time, the AUTOMATIC AID officer should so advise his dispatcher.

ARTICLE XII - MOVE UP OF EQUIPMENT

Paragraph 12.0: Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary of its own department.

Paragraph 12.1: 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 XIII - ADMINISTRATION

Paragraph 13.0: It is agreed by each of the parties that for the purpose of liaison and administration, Clayton County Fire Chief and Fayette County Fire Chief shall be jointly responsible.

ARTICLE XIV - ENTIRE AGREEMENT

Paragraph 14.0: This agreement shall constitute the entire agreement between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent

written agreement signed by Clayton County, acting by and through its Board of Commissioners, and Fayette County, acting by and through its Board of Commissioners.

Paragraph 14.1: This agreement shall be the sole instrument for the provision of an emergency fire service aid between parties hereto.

ARTICLE XV - TERMINATION

Paragraph 15.0: Either party to this agreement may terminate the agreement by giving not less than ninety (90) days written notice to the other party and upon the running of ninety (90) days from such written notice, this agreement shall be terminated.

ARTICLE XVI - 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 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.

Clayton County, Georgia	Fayette County, Georgia
_____	_____
Eldrin Bell, Chairman	Herb Frady, Chairman
Fire Chief, Clayton County	Fire Chief, Fayette County
_____	_____
Jeff Hood	M. Allen McCullough
Clayton County approved as to form:	Fayette County approved as to form:
_____	_____
County Attorney	County Attorney

ADDENDUM "A"

Response area to be defined and agreed upon by the Chief of Clayton County Fire & Emergency Services and the Chief of Fayette County Fire & Emergency Services.

ADDENDUM "B"

Automatic Response - Clayton County shall provide at least one approved Class A fire pumper with a pumping capacity of not less than 1000 gallons per minute and staffed with not less than three (3) State of Georgia Standard and Training Council certified firefighters and minimally trained to EMT-I level to respond to an automatic response area as set forth on Addendum A.

Automatic Response – Fayette County shall provide at least one approved Class A fire pumper with a pumping capacity of not less than 1000 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-I level to respond to an automatic response area as set forth on Addendum A.

Notification & Communications

Both Fayette County and Clayton County agree that should either communications system fail, the other party will be notified.

Both Fayette County and Clayton County agree to complete fire and EMS reports on all calls answered in accordance with this agreement.