

CITY OF ATLANTA

AGREEMENT OF MUTUAL AID

This agreement is made and entered into this ____ day of _____ 2018, by and between CITY OF ATLANTA, GEORGIA, a political subdivision in the State of Georgia and CITY OF HAPEVILLE, GEORGIA, a political subdivision in the State of Georgia.

WITNESSETH

WHEREAS, the City of Atlanta and the City of Hapeville have contiguous boundaries; and

WHEREAS, the City of Atlanta and the City of Hapeville each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue, emergency medical services, hazardous material, technical rescue and support services; and

WHEREAS, the City of Atlanta has determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue, technical, hazardous materials, and support services to the other in the event of a fire or other local emergency and pursuant to such activities to take in joint training exercises; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto, to enter into this Agreement for Mutual Aid pursuant to the Georgia Mutual Aid Act O.C.G.A. Title 36, adopted pursuant to the Constitution of the State of Georgia, Article IX, Section II, paragraph 3.

WHEREAS, the City of Hapeville designates their Fire Chief or his/her designee to act on behalf of the City of Hapeville on all matters relating to the activities and functions of the Georgia Mutual Aide Pact; and

WHEREAS, the City of Hapeville may withdraw from this agreement by delivering written notice to the City of Atlanta Fire Rescue Chief giving ninety (90) days' notice pursuant to O.C.G.A. 25-6-7.

WHEREAS, there shall be no liability imposed on the City of Hapeville for any acts or omissions of employees of a responding public safety agency as a party of this Agreement/Pact pursuant to O.C.G.A. § 25-6-5 and 36-69-7.

WHEREAS, the City of Hapeville Fire Chief or his/her designee shall be authorized to act on behalf of the City of Hapeville Fire and Emergency Services Department on all matters relating to the activities and functions of this Agreement of Mutual Aid once it has been established.

WHEREAS, the City of Hapeville Fire Rescue Department liabilities, privileges, and immunities, including those of its firefighters, officers, agents, employees and other personnel acting on its behalf, shall be governed by O.C.G.A. § 25-6-5 and 36-69-6.

WHEREAS, each party agrees to furnish resources and facilities and to render services to prevent and combat any type of fire disaster or major emergency in accordance with duly adopted mutual aid plans (Georgia Emergency Operations Plan [GEOP], Emergency Management Assistance Compact [EMAC], Local Emergency Operations Plan [LEOP], Georgia Mutual Aid State Fire and Rescue Response Plan) whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective, provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.

WHEREAS, there shall not be a duty created on the part of any public safety agency of the parties to respond to a request from any public safety agency of another local political subdivision pursuant to O.C.G.A. § 36-69-8 (a).

WHEREAS, notwithstanding the provisions of O.C.G.A. § 36-69-3(e), there shall not be a duty created to stay at the scene of the local emergency for any length of time pursuant to O.C.G.A. § 36-69-8(b).

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

MUTUAL AID – 1.0

1(a): The level of mutual aid shall exist at a level agreed upon in writing and signed by both, the City of Atlanta Fire Chief and the City of Hapeville Fire Chief or a designee of the respective Fire Chief. Said document shall be incorporated into this Agreement as **Exhibit “A”**. 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 emergency. Such amount may be in excess of that generally available as provided in this article.

1(b): Aid actually furnished may be recalled at the discretion of the Fire Chief or designee of the furnishing jurisdiction.

1(c): The parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs of both parties.

SUPERVISION – 2.0

2(a): The furnishing jurisdiction shall dispatch a Chief Officer (Incident Command System (ICS), National Incident Management System (NIMS), or Qualified

Incident Commander). The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

2(b): When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the receiving jurisdiction, that officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

2(c): Personnel who are furnishing will work under their own supervisors and with their own equipment except as provided in paragraph 2(a).

2(d): All general direction relative to the work will be given by the appropriate officers of the receiving jurisdiction to the Chief Officer of the furnishing jurisdiction except as provided in paragraph 2(a).

LIABILITY – 3.0

3(a): There is no special duty imposed by this Agreement on either party or its respective personnel to respond to fire, rescue, or other calls pursuant to this Agreement.

3(b): No employee of a party shall be deemed to be an employee or agent of the other party because of any action or incident arising pursuant of this Agreement.

3(c): All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

CONSIDERATION – 4.0

4(a): No party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.

4(b): The mutual advantage and protection afforded by this Agreement is adequate consideration to both parties.

RELEASE OF CLAIMS – 5.0

5(a): Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant of this Agreement.

THIRD PARTY BENEFICIARIES – 6.0

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

TERM OF AGREEMENT – 7.0

7(a): This Agreement shall commence upon its approval by the respective governing bodies of the parties and shall continue until December 31, 2019. This Agreement shall stand automatically renewed by the parties on January 1, 2020, and each year thereafter on January 1, unless and until such time as written notice of termination or notification is received by either party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.

7(b): Nothing in this article shall preclude termination pursuant to Article 10.

STANDBY OR EQUIPMENT – MUTUAL AID – 8.0

8(a): Each party agrees and acknowledges that it will be the responsibility of each party to provide the back up coverage necessary for its own department.

8(b): In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the jurisdiction may request aid to cover vacant areas by locating mutual aid units into the affected jurisdiction.

ENTIRE AGREEMENT – 9.0

9(a): This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written Agreement.

9(b): This Agreement shall be the sole instrument for the provision of emergency fire and rescue service mutual aid between the parties.

TERMINATION – 10.0

10(a): Either party of this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

SEVERABILITY OF TERMS – 11.0

11(a): 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.

GOVERNING LAW – 12.0

12(a): This Agreement shall be governed in all respects by the laws of the State of Georgia.

CONSTRUCTION – 13.0

13(a): Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the parties under a Mutual Aid Agreement as specifically provided by the Georgia Mutual Aid Act.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, we have caused this Agreement to be executed on the date appearing above.

CITY OF ATLANTA, GEORGIA

By: _____
Fire Chief, City of Atlanta

Unofficial Witness

By: _____
Mayor, City of Atlanta

Unofficial Witness

HAPEVILLE, GEORGIA

By: _____
Fire Chief, Hapeville GA.

Unofficial Witness

By: _____
Mayor, City of Hapeville GA.

Unofficial Witness