

**AN AGREEMENT OF MUTUAL AID
AND AUTOMATIC AID BETWEEN
FAYETTE COUNTY AND CITY OF SOUTH FULTON**

This Agreement is made and entered into this _____ day of _____ 20 ____,
by and between Fayette County, a political subdivision of the State of Georgia, acting by
and through its duly elected Board of Commissioners (hereinafter “Fayette County”), and
City of South Fulton, a political subdivision of the State of Georgia, acting by and
through its duly elected Mayor and Council (hereinafter “City of South Fulton”),
 (“Fayette County” and “City of South Fulton” may be referred to collectively as
 “Parties”);

WITNESSETH:

WHEREAS, Fayette County and City of South Fulton are contiguous; and

WHEREAS, Fayette County and City of South Fulton each maintain and staff a
fire department for the purpose of fire prevention, fire suppression, emergency medical,
hazardous material, technical rescue, and support services (“Fire Services”); and

WHEREAS, Fayette County and City of South Fulton have determined that it is
to the mutual advantage and benefit of each of the Parties hereto that they render
supplemental Fire Services in the event of a fire, emergency medical, hazardous material,
or technical rescue incident or other local emergency, and to take part in joint training
exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this agreement for
Mutual Aid and 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 1- DEFINITIONS

For purposes of this Agreement, the following terms and expressions shall apply:

1. **"Acting Officer"** means the highest rank of company or chief officer available and capable of serving as Incident Commander for the jurisdiction.
2. **"Assistance"** includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement.
3. **"Assisting Party"** means a Party that provides assistance pursuant to this agreement.
4. **"Emergency Incident"** includes all requests for emergency services including fire, medical, hazardous material, technical rescue, or any other local emergency occurring in the response district.
5. **"Fire Services"** means fire prevention, fire suppression, emergency medical, hazardous material, technical rescue, and related support services.
6. **"Incident Commander"** means the individual responsible for the management of all incident operations for each Emergency Incident.
7. **"Party"** means Fayette County or City of South Fulton of this agreement by their approval and execution of this agreement in the singular.
8. **"Requesting Party"** means a Party that requests assistance pursuant to this agreement.

ARTICLE 2- AUTOMATIC AID (MUTUAL RESPONSE)

Paragraph 2.0 The Parties shall establish a mutually beneficial response district (hereinafter "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 City of South Fulton Fire Chief. Said agreed upon bounds will be recorded in a

document written and signed by both the Fayette County Fire Chief and the City of South Fulton Fire Chief. Subsequently, that document shall be attached and incorporated into this Agreement as Addendum A. The Response District may be changed to reflect additions or deletions of response areas with the written approval of both Fire Chief's.

Paragraph 2.1 In the event of any fire, emergency medical, hazardous material, or technical rescue incident, or other local emergency occurring in the Response District, the Parties shall furnish Fire 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 2.2 The level of Automatic Aid (Mutual Response) shall exist at a level mutually agreed upon by the Fayette County Fire Chief and the City of South Fulton Fire Chief, and shall be attached to this Agreement and included in Addendum A.

ARTICLE 3- MUTUAL AID

Paragraph 3.0 The level of Mutual Aid shall exist at a level agreed upon in writing and signed by both the Fayette County Fire Chief and the City of South Fulton Fire Chief. Said document shall be incorporated into this Agreement as Addendum B. Upon approval from the Fire Chief of the jurisdiction furnishing Mutual Aid, or his designee, the party furnishing Mutual Aid shall determine the actual amount of equipment and staffing it will send based on the available personnel, equipment, and local conditions at the time of the request.

Paragraph 3.1 It is expressly agreed that the Mutual Aid actually furnished may be recalled by the Assisting Party at the discretion of the Fire Chief, Acting Chief Officer, or his designee.

Paragraph 3.2 It is further agreed that the Parties will participate in joint training exercises at least annually to promote standardization of operations and philosophy. The extent of joint training necessary to accomplish this goal shall be determined and agreed upon in Addendum A and signed by the Fayette County Fire Chief and the City of South Fulton Fire Chief.

ARTICLE 4- SUPERVISION

Paragraph 4.0 The jurisdiction furnishing Automatic Aid or Mutual Aid shall dispatch an Acting Officer. The Acting Officer 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 4.1 When the furnishing/ responding jurisdiction's Acting Officer arrives prior to the arrival of the unit(s) of the jurisdiction receiving Automatic Aid or Mutual Aid, then the Acting Officer 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 Acting Officer 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 or Mutual Aid.

Paragraph 4.2 Personnel from the furnishing/ responding jurisdiction will take commands specific to their performance from the Incident Commander, or his designee; and will work with their own equipment in all possible circumstances.

Paragraph 4.3 The commanding officers of the jurisdiction receiving the Automatic Aid or Mutual Aid except as provided in Paragraph 3.1 will give all general direction for handling the incident.

Paragraph 4.4 Any incidents occurring within Fayette County or the City of South Fulton will be managed utilizing the National Incident Management System.

ARTICLE 5- LIABILITY

Paragraph 5.0 There shall be no liability imposed on any party or its personnel for failure to respond to an incident due to resource limitations.

Paragraph 5.1 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 5.2 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 or Mutual 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 or Mutual Aid.

Paragraph 5.3 Nothing contained in this Agreement shall be construed to be a waiver of either Fayette County or City of South Fulton's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE 6- CONSIDERATIONS

Paragraph 6.0 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 6.1 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 6.2 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 6.3 Each party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

ARTICLE 7- RELEASE OF CLAIMS

Paragraph 7.0 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 8- INJURIES TO PERSONNEL

Paragraph 8.0 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 9- NO THIRD PARTY BENEFICIARIES

Paragraph 9.0 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 10- TERM

Paragraph 10.0 This Agreement shall be effective between the Parties immediately upon execution of this Agreement and shall terminate on December 31, 2019. This Agreement shall automatically be renewed immediately thereafter, and each year thereafter, at the same time for successive one year terms without further action of any party hereto for a period not exceeding fifty (50) years from the date of execution of this Agreement. Either party of this Agreement may terminate this Agreement by providing a sixty (60) days written notice to the other party.

Paragraph 10.1 Nothing in this Article shall preclude termination pursuant to Article 15.

ARTICLE 11- DISPATCHING OF ALARM- AUTOMATIC AID

Paragraph 11.0 The dispatcher of the jurisdiction having command over the Emergency Incident will dispatch the Requesting Party's pre- assigned apparatus first.

Paragraph 11.1 The dispatcher of the jurisdiction having command over the Emergency Incident will then contact the Assisting Party to advise of the need for Automatic Aid.

Paragraph 11.2 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 12- INCIDENT SCENE COMMUNICATIONS

Paragraph 12.0 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 or Mutual Aid services unless and until a more sophisticated fire scene communications system can be provided for the Automatic Aid or Mutual Aid system.

Paragraph 12.1 Whenever possible, the officer in command of the jurisdiction having authority over the incident shall provide the officer in command of the jurisdiction responding to the incident with Automatic Aid or Mutual Aid services with a portable radio for use during the incident.

Paragraph 12.2 Upon arriving on the incident scene, the officer in command of the jurisdiction responding with Automatic Aid or Mutual Aid and the officer in command of the jurisdiction receiving Automatic Aid or Mutual Aid shall keep his or her respective department informed of the status of the operation. If it appears that the Automatic Aid or Mutual 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 13- MOVE UP OF EQUIPMENT- MUTUAL AID

Paragraph 13.0 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 13.1 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 units into the vacant areas of the jurisdiction requesting Mutual Aid.

ARTICLE 14- ADMINISTRATION

Paragraph 14.0 The Fayette County Fire Chief and the City of South Fulton Fire Chief agree to cooperate and be jointly responsible for the proper administration of this Agreement.

ARTICLE 15- ENTIRE AGREEMENT

Paragraph 15.0 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 City of South Fulton Fire Chief.

Paragraph 15.1 This Agreement shall be the instrument which controls the provision of any emergency fire service, Automatic Aid, or Mutual Aid between the Parties.

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.

Notice should be provided to the County Administrator and the Fire Chief of Fayette County at the following address:

140 Stonewall Avenue West, Suite 100
Fayetteville, Georgia 30214

Notice should also be provided to the City Manager and the Fire Chief for the City of South Fulton at the following address:

5440 Fulton Industrial Blvd. SW
City of South Fulton, Georgia 30336

ARTICLE 18- GOVERNING LAW

Paragraph 18.0 This Agreement shall be governed in all respects by the laws of the State of Georgia. Any dispute or litigation arising under the provisions of this Agreement or related to this Agreement shall be submitted to the State or Superior Court of Fayette County, Georgia. The Parties expressly consent to venue and jurisdiction therein.

SO RESOLVED this _____ day of _____ 20____.

Mayor,
City of South Fulton Mayor and Council

Fire Chief, City of South Fulton

City Clerk
City of South Fulton

SO RESOLVED this _____ day of _____ 20____.

Chairman,
Fayette County Board Of Commissioners

Fire Chief, Fayette County

County Clerk,
Fayette County

Addendum A

Automatic Aid (Mutual Response)

The attached maps will serve as the Response District for Automatic Aid as prescribed by this Agreement.

Training will be conducted with all companies that would normally respond together for scene operations. This training would be coordinated by the respective training divisions and would occur for all three shifts.

Response apparatus for this district will be dictated by the requesting agency. One (1) Engine will be supplied for structural fires.

Fire Chief, Fayette County

Fire Chief, City of South Fulton

Date

Date

Addendum B

Mutual Aid

The Response District as prescribed by this Agreement for Mutual Aid will be governed by the corporate limits of the City of South Fulton and Fayette County.

Response apparatus for this district will be dictated by the requesting agency and governed by the limitations prescribed by the Agreement.

Fire Chief, Fayette County

Fire Chief, City of South Fulton

Date

Date