

Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator **Date:** July 11, 2019

Subject: City of Sparks Mutual/Auto Aid Agreement **Item Number:** _____

Good Morning Faye,

I just realized this email did not send Friday afternoon. I apologize for the inconvenience. I have attached a new agreement for your review. Here are the fundamental issues with the draft you sent me;

Paragraph 3 states "WHEREAS, the volunteer firefighters for the City also serve as volunteer firefighters for Cook County and when responding to an incident outside of the corporate boundaries of the City are acknowledged by Cook County to be responding as firefighters for Cook County and Cook County shall be responsible for all equipment and actions taken related to said incident by the volunteers; and"

This is not true. If the Sparks Fire Department wants to be part of the Cook County Department they can choose to do that and follow your rules. Allowing them to operate in this manner is a step backwards. Either they join you or the remain separate. They can't have it both ways. The agreement that I've attached allows for their autonomy but gives you the coverage you need.

Someone removed the Automatic Aid portion from the agreement. This is the piece you really need. I can understand them not wanting you to fight fire in the City but this allows them to continue to cover the unincorporated area they are currently covering. I reinstalled it in the attached agreement.

Section 2 (f) states "The receiving Party will be responsible for providing gasoline, diesel fuel, oil and other material as needed for use of equipment at the scene of the incident or in the alternative, may submit payment to the furnishing Party for such materials provided by the furnishing Party. Notwithstanding the foregoing, Cook County acknowledges that the City, upon request and availability of volunteers, dispatches to County fires a pumper truck owned by the City and the parties agree to continue the current practice of Cook County providing all gasoline, diesel fuel, oil, other materials for operation and all repairs to the pumper truck and the City providing the water used by the truck."

This should not be the case if they are their own department. Its fine to have a Service Delivery document in place that allows this, but this isn't the place for it., Again, the City wants you to pay for everything so they can act anyway they want. This section is also contradicted by Section 4 of the Agreement that states that no money should exchange hands. I have corrected it in my version. To be fair, I have given the city the opportunity to submit a bill for the actual costs incurred. This is the fair way to do it.

They also changed the termination clause from 60 to 30 days notice but I like this idea so we left it.

The only thing you will need to add to the agreement that I sent is an actual map of the coverage area. Let me know if you need help with that.

In short, Cook County has come too far to allow Sparks to operate the old way. If they are not willing to sign the agreement that I've attached, you should secure your equipment and take immediate steps to place a new "County" station in the Rountree Bridge Rd area near I 75. If Sparks volunteers want to volunteer for Cook also, thats fine. Everyone needs to understand however that they are two separate departments.

Please call me with any questions.

Take care,
Scott

CITY OF SPARKS AND COOK COUNTY, GEORGIA
MUTUAL AID AND AUTOMATIC AID AGREEMENT

This AGREEMENT (the "Agreement"), made as of day of _____, _____ (the "Effective Date") by and between the **CITY OF SPARKS**, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council (hereinafter referred to as the "City") and **COOK COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Cook County"). The City and Cook County are each sometimes referred to herein as a "Party" to this Agreement and may be jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, the City and Cook County have certain contiguous boundaries; and

WHEREAS, the City and Cook County each maintain and staff a volunteer fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies; and

WHEREAS, the City and Cook County have determined that it is to the mutual advantage and benefit of each Party that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies to the other Party in the event of a fire or other local emergency, and that the Parties take part in joint training exercises, and

WHEREAS, it is the desire of the Parties to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-694, et seq. and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

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

1. MUTUAL AID

- (a) The generally available level of mutual aid shall be as agreed upon by the City of Sparks(the "City Fire Chief") and the Cook County Fire Rescue Chief (the "Cook County Fire Chief"). The Party furnishing aid shall determine the actual amount of

equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency.

- (b) Aid actually furnished may be recalled at the discretion of the City Fire Chief or the Cook County Fire Chief as the case may be or by the designee of the Fire Chief of the Party furnishing the aid.
- (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 City Fire Chief and the Cook County Fire Chief.

2. AUTOMATIC AID

- (a) The Parties agree to establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the City Fire Chief, the Cook County Fire Chief, the Sparks City Council and the Cook County Board of Commissioners. The initial limits of the "Response District" shall be as set forth in an addendum attached hereto as Addendum A.
- (b) In the event a fire related emergency occurs within the specific boundary limits established by the Parties, each department shall furnish such fire suppression, protection, and response to other local emergencies as may be reasonably required to combat such emergency as part of the first automatic aid response assignment, subject to the limitations set forth in this Agreement.

3. SUPERVISION

- (a) The Parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each Party shall designate and dispatch a Chief Officer or designee. The Officer of the furnishing Party shall coordinate resources of the furnishing Party and shall report to the Officer of the receiving Party.
- (b) When the furnishing Party's Officer arrives before the Officer of the receiving Party, that officer shall coordinate and give general directions as to the work to be done. This Officer of the furnishing Party will be in command until properly relieved by the Officer of the receiving Party.

- (c) Personnel from the furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph 1(a) above.
- (d) The appropriate officers of the receiving Party will give direction regarding work to the Officer of the furnishing Party except as provided in Paragraph 2(a) above.
- (e) Each Party agrees that it will be responsible to provide any backup coverage necessary for its own operations.
- (f) Each Party shall be solely responsible for its own equipment and consumption of any gasoline, diesel fuel, oil, and other materials that may be used in the exercise of this agreement except as provided in Section 5.

4. LIABILITY

- (a) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an incident within the jurisdiction of the receiving Party. The Fire Chief of the Party being asked to furnish aid shall have the sole discretion to determine if such aid shall be furnished to the other Party.
- (b) There shall be no liability imposed on any Party or its personnel for failure to respond to any incident pursuant to this Agreement.
- (c) No employee or volunteer of a Party shall be deemed to be an employee, volunteer or agent of the other Party because of any action or incident arising pursuant to this Agreement.
- (d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- (e) Any damage or other compensation which is required to be paid to any employee or volunteer by reason of an injury occurring while providing services pursuant to this Agreement shall be the sole responsibility of the Party for whom such injured person is serving as an employee or volunteer.

5. CONSIDERATION AND COMPENSATION

- (a) The mutual advantage and protection afforded by this Agreement should be adequate consideration to each Party.
- (b) Section 5 (a) notwithstanding, each Party shall be allowed to submit an invoice to the other Party to recoup the **actual** value of any gasoline, diesel fuel, oil, or other materials consumed in the exercise of this Agreement for incidents occurring outside its normal jurisdiction for all calls that the Party was officially requested. Such request for payment must be received by the other Party within 30 days of the incident.
- (c) Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.
- (d) Each party shall pay its own personnel and other costs without cost to the other Party.

6. RELEASE OF CLAIMS.

Each Party agrees to release the other Party from any and all liability, claims, judgments, costs, or demands for damage to its Property or for personal injury to its personnel, 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 to this Agreement.

7. THIRD-PARTY BENEFICIARIES

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.

8. TERM OF AGREEMENT

Unless otherwise extended or shortened in writing by all parties, this Agreement shall expire five (5) years from the Effective Date of this Agreement. In no event shall this Agreement extend for more than five (5) years from the Effective Date of this Agreement. This Agreement may be unilaterally terminated by either Party upon thirty (30) days prior written notice to the other Party.

9. STANDBY OF EQUIPMENT - MUTUAL AID

- (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 operation.

- (b) In the event that a receiving Party has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving Party may request aid to cover vacant areas by locating personnel or equipment of the furnishing Party in the receiving Party's jurisdiction.

10. ENTIRE AGREEMENT

(a) This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by an amendment to this Agreement or a subsequent signed written agreement.

(b) This Agreement shall be the sole instrument for the provision of emergency fire suppression, protection, prevention and rescue and emergency medical assistance and response to other local emergencies between the Parties.

11. SEVERABILITY OF TERMS

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.

12. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia.

13. CONSTRUCTION

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 APPEAR ON THE
FOLLOWING PAGE)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their duly authorized officers.

CITY OF _____, GEORGIA _____ COUNTY, GEORGIA

By: _____ By: _____
Mayor County Commission Chairman
City of _____ County, Georgia

ATTEST: ATTEST:

By: _____ By: _____
It's City Clerk Clerk of The Board of Commissioners
County, Georgia

AUTOMATIC AID AGREEMENT GUIDELINE
Addendum A

This AUTOMATIC AID AGREEMENT GUIDELINES as entered into between the City of SPARKS and COOK County, Georgia.

DUAL RESPONSE AREA

- 1. Dual Response Area - Geographic Limits.** This Agreement shall apply to all structure fires in residential, commercial, recreational and rural properties where the first response is provided by a local fire department. This Agreement applies to Emergency Incidents received by the Cook County 911 Center and/or Sparks for addresses located within the boundaries known as the Sparks Fire District further defined by the attached map:

Specifically,

City of Sparks-

City Fire Department shall provide an automatic aid response outside the city limits of Sparks inside Cook County. The areas listed below provide an outer perimeter of response. (See attached map)

Note: For purposes of this Agreement, the boundary will include both sides of the road way and any property contiguous to either side of the roadway except where specified.

- 2. Situations Where Aid is Provided.** All calls for structural fires within the defined automatic aid agreement area shall result in an automatic, response from both the Sparks Fire Department and Cook County Fire Rescue. To accomplish this, the Communications Center shall dispatch both department's units immediately upon receiving a call. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.
- 3. No Reimbursement for Costs.** Each party shall pay its own costs for responding to the Emergency Incidents within the described automatic aid Agreement except as provided in Section 5 of the Master Agreement.