

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Automatic Aid agreement with Baldwin Fire Department

DATE: 03/15/2021

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: 03/15/2021

PURPOSE:

Recommend approving the Automatic Aid Agreement with Baldwin Fire Department for fire coverage related to all Residential and Commercial Fires, Automatic Business and Residential Fire Alarms and any other structure type building in Habersham County where Baldwin Fire Station is closer (see attached map).

BACKGROUND / HISTORY:

This will bring back the original Automatic Aid that was ended by Baldwin in 2018 for fire response only and not EMS related calls to areas identified on the attached map.

FACTS AND ISSUES:

- a. Baldwin Fire Station is closer to county properties in the areas around Baldwin of Duncan Bridge Rd and Old Gainesville Hwy and associated roads that cross or come off these two major roadways.
- b. Baldwin Fire will be able to respond one Class "A" pumper in most cases with faster response time than our current Engine 12 which located on west side of Ga. 365 on Duncan Bridge Rd.
- c. This will help provide better fire protection for Habersham County citizens who live in areas outlined on the map where Baldwin will be dispatched on initial alarm to all type fires included in "Purpose" above.

OPTIONS:

- 1) Approve the Automatic Aid with Baldwin Fire Department.
- 2) Deny Automatic Aid.
- 3) Commission defined alternative.

RECOMMENDED SAMPLE MOTION: Move to approve Automatic Aid Agreement with Baldwin Fire Department for coverage of the properties identified in map for fire response.

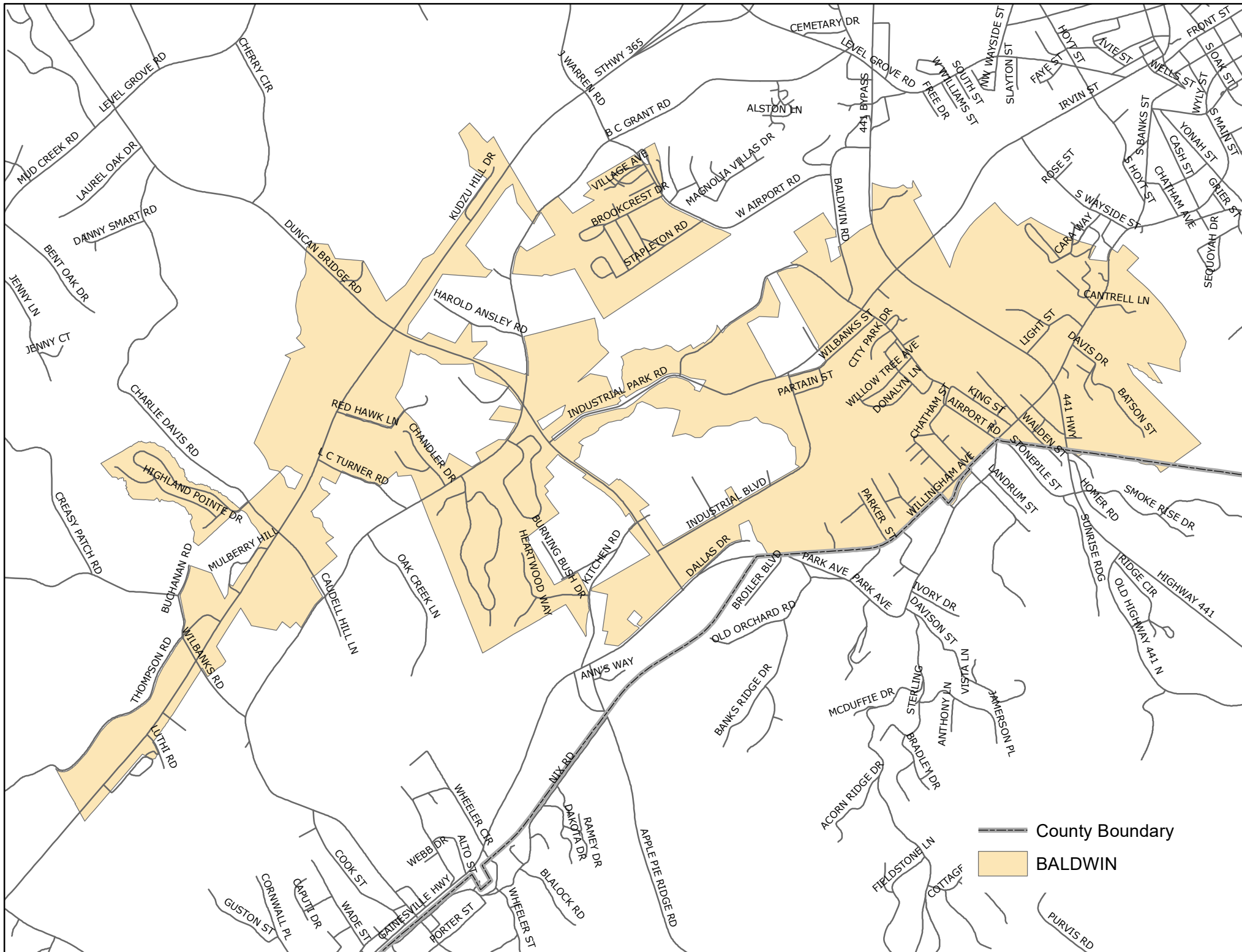
DEPARTMENT:

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager



AUTOMATIC MUTUAL AID FOR STRUCTURE FIRES & FIRE ALARMS

This Agreement is made and entered into this ____ day of _____ 2020, by and between the **CITY OF BALDWIN FIRE DDEPARTMENT, GEORGIA** and **HABERSHAM COUNTY FIRE DEPARTMENT, GEORGIA** which are political subdivisions of the state of Georgia.

WITNESS TO:

Parties hereto agree as follows

1.

RECITALS

This Agreement is made and entered into with the respect of the following facts:

- (A) That the parties of the City of Baldwin and Habersham County are political subdivisions of the State of Georgia and are contiguous, and
- (B) That each party maintains and staffs a fire department for the purpose of fire suppression, protection and prevention and
- (C) It is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection to the other party in the event of a fire or fire alarm and to take part of 12 hours joint exercises a year and
- (D) It is the desire of the signatories hereto to enter into this agreement for Automatic Aid on the terms and conditions hereafter contained.

2.

AUTOMATIC MUTUAL AID

The parties shall establish mutually beneficial response districts within and up to certain feasible boundary limits as designated and agreed upon by the Governing bodies along with the chiefs of each jurisdiction. Such agreed areas shall be marked on maps and become a part of this agreement. Maps may be changed from time to time to reflect the changing population and growth of these areas. In the event of any structure fire in the above established areas of one jurisdiction, the other party involved in this agreement will be automatically dispatched on a

first alarm basis and will respond with at least one class "A" pumper and a firefighter to operate the pumper. Automatic response will be entered into the respective 911 computers to assure proper dispatch. Automatic Aid will be dispatched on all Residential Fires, Commercial Fires and Fire Alarms and any other structure type building.

3.

SUPERVISION

The highest ranking officer of the furnishing jurisdiction is expected to coordinate and give general directions as to the work to be done in the case of first response automatic aid. This officer is expected to be in command until properly relieved by the jurisdiction receiving the aid. Whenever possible, personnel who are furnished will work under their own supervisors and within their own equipment. All general directions relative to the work to be done will be given by the appropriate officers of the jurisdiction receiving the aid. The jurisdiction receiving the aid will be responsible for providing gasoline, diesel fuel, oil and other material as needed at the scene of the emergency.

4.

LIABILITY

There shall 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 emergencies. All damage or repairs to any equipment or apparatus shall be borne by the owner jurisdiction.

5.

COMPENSATION

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 since the mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties.

6.

RELEASE OF CLAIMS

Each of the parties agree to release the other party from any and all liabilities, claims, judgments, cost or demands for damage to that party's property, whether intentional or unintentional, whether directly arising or indirectly arising from the use of any vehicle,

equipment, or apparatus being used by the other party during the provision of service pursuant to this agreement.

7.

INJURIES TO PERSONNEL

Any damage or other compensation which is required to be paid to any firefighter by reason of their injury occurring while such person's services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing that person.

8.

THIRD PARTIES

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

9.

TERM OF AGREEMENT

This agreement shall commence on the date of execution hereof and shall continue in force unless terminated by either party as outlined in the termination procedure below.

10.

TERMINATION

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.

11.

ADMINISTRATION

It is agreed by each of the parties that for the purpose of liaison and administration, the fire chiefs of each jurisdiction shall be jointly responsible.

12.

APPLICATION

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

WITNESS:

CITY OF BALDWIN

MAYOR:

BALDWIN FIRE CHIEF:

WITNESS:

HABERSHAM COUNTY GEORGIA

**HABERSHAM COUNTY
COMMISSION CHAIRMAN:**

**HABERSHAM COUNTY
FIRE CHIEF**

