

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Auto Aid Agreement with Cornelia

DATE: 04/18/2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: April 18, 2022

PURPOSE:

To seek approval of the Auto Aid Agreement with Cornelia Fire Department, Cornelia, GA for response to the Habersham County Airport.

BACKGROUND / HISTORY:

- a. Any incident at the Habersham County Airport is considered emergent due to the nature of the potential for loss of life and property.
 - b. A rapid and complete response to the airport is a high priority.
 - c. Cornelia Fire Department can quickly provide supporting apparatus and personnel to the scene at the airport.
 - d. The response from Habersham County Emergency Services will be timely from Firehouse 12, however, an extended response time exists from the second due responding units.
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FACTS AND ISSUES:

- a. HCES Firehouse 12 can possibly place 4 staff on the scene if the med unit is in the station.
 - b. Second due units to the airport will respond from Firehouse 13 and 14.
 - c. Cornelia Fire Department has 2 Fire Stations capable of responding from within the city limits.
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION: Move to the approval of the Automatic Aid Agreement between Cornelia Fire Department and Habersham County for a structure fire or aircraft emergency occurring at the Habersham County Airport.

DEPARTMENT:

Prepared by: Jeff Adams

Director: _____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager

AUTOMATIC AID AGREEMENT

City of Cornelia Fire Department to provide Automatic Aid to the Habersham County Fire Department for the Airport

PURPOSE

This document serves to establish an agreement for the City of Cornelia Fire Department to provide Automatic Aid to the Habersham County Fire Department for the Habersham County Airport. This will include any report of a structure fire or aircraft emergency at the Habersham Count Airport. This agreement is in addition to the current mutual aid agreement with all Fire Departments in Habersham County.

The City of Cornelia Fire Department and Habersham County, commencing _____ continues to authorize the joint and cooperative exercise of powers common to the Parties. The intent of this agreement is to make equipment, personnel, and other resources of the Cornelia Fire Department available in the event of an emergency at the Habersham County Airport.

DEFINITIONS

1. "Assistance" means fire services personnel and equipment.
2. "Party" means each fire department party to this agreement, being the Cornelia Fire Department and Habersham County Fire Department
3. "Requesting Official" means the incident commander or other representative of a Party who requests Assistance pursuant to this agreement.
4. "Requesting Party" means a Party that requests Assistance pursuant to this agreement.
5. "Responding Official" means the person authorized by a Responding Party to suspend or cancel Assistance.

6. "Responding Party" means a Party that provides Assistance to a Requesting Party.

PROCEDURES

Response Configurations

Report of a Structure Fire or Aircraft emergency at the Habersham County Airport the City of Cornelia Fire Department will respond with an engine and staff. Staffing of the apparatus will be according to NFPA 1500 as well as one command staff.

AUTOMATIC AID

1. This written agreement serves as a prearrangement for the first-alarm response to a report of a structure fire or aircraft emergency at the Habersham County Airport.
2. Response to Request. Upon receiving a report of structure fire or aircraft emergency at the Habersham County Airport, Habersham County 911 Dispatch Center will dispatch units as set forth above.
3. Suspension or Cancel of Assistance. The Responding Official may at any time suspend or cancel automatic aid Assistance to any other Party when, in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so. The Responding Official will immediately notify the Requesting Party of a decision to suspend or cancel automatic aid Assistance.
4. Incident Command. The Requesting Party shall be, initially, in command of the incident scene at which the Responding Party is providing automatic aid. The personnel and equipment of each Responding Party shall be under the direction and command of the Requesting Party for the duration, until Command is transferred, or until the Responding Official withdraws Assistance.

WORKERS COMPENSATION

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this agreement. To the fullest extent permissible by law, each party waives all claims against the other Parties for payment of workers' compensation benefits.

DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. To the fullest extent permissible by law, each Party waives all claims against the other Parties for damages to or loss of equipment.

LIABILITY

For the purpose of this agreement, the employees and officers of the Responding Party are deemed to be employees of the Requesting Party in the event of a Tort Claim, not to include the situations listed above. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this agreement.

The Parties acknowledge that this agreement is governed by the provisions of Georgia Law. Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established under state or federal law. The limits of liability

for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. No Party to this agreement nor any official, director, officer, employee, contractor or agent of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance or for recalling Assistance, as described in this agreement, nor will either party incur charges from one another.

DURATION

This agreement will be in force from the Effective Date and be automatically renewed on an annual basis on the anniversary of the Effective Date, unless no fewer than sixty (60) days prior to the anniversary of the Effective Date a party provides written notice to all other Parties that it intends to withdraw from the agreement. Any Party may withdraw from this agreement upon sixty (60) days written notice to all other Parties.

NOTICE

All written notices provided under this agreement shall be hand delivered or mailed with return receipt to the following persons:

SEVERABILITY

If any term or requirement of this agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such term or requirement shall be stricken and the remainder of the agreement shall remain in full force and effect.

EXECUTION

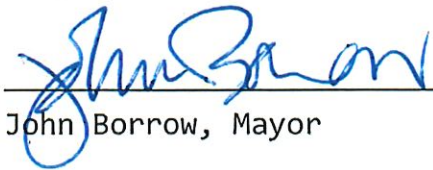
Each party hereto has read, agreed to and executed this Automatic Aid Agreement on the date indicated. This agreement may be executed in counterparts.

Executed this _____ day of _____, 2022

Habersham County

City of Cornelia

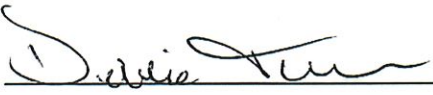
Commission Chair


John Borrow, Mayor

Attest:

Attest:

Brandalin Carnes, County Clerk


Debbie Turner, City Clerk

Approved as to Form:

Approved as to Form:

Donnie Hunt, County Attorney


Steve Campbell, City Attorney