

**HABERSHAM COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT: Automatic Aid Agreement with the City of Cornelia within the city limits of Demorest**

**DATE: 09/08/2026**

**(X) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-**

**( ) OTHER**

**CAPITAL-**

**COMMISSION ACTION REQUESTED ON: September 21, 2026**

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**PURPOSE:** To gain approval from the Board of Commissioners of an Automatic Aid agreement for fire and accident scenes within the City limits of Demorest.

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**BACKGROUND / HISTORY:**

- a. Auto-aid agreements exist to increase the personnel response to Fire related incidents, including motor vehicle accidents.
- b. Habersham County Emergency Services assumed the responsibility, effective January 1, 2026 for providing fire protection inside the city limits of Demorest.
- c. Prior to January 1, 2026, the Demorest Fire Department and City of Cornelia Fire Department operated under an Automatic Aid agreement.
- d. Automatic Aid indicates the department would be dispatched at the same time as county units.
- e. Mutual Aid is requested after county units are on scene, thereby delaying the response.

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**FACTS AND ISSUES:**

- a. HCES has responded to 4 fire or hazardous situations, through July 17, 2026, inside the City Limits of Demorest.
  - b. The agreement benefits both parties, in that, Habersham would be automatically dispatched to a Structure Fire in the City of Cornelia, and the Cornelia FD would, likewise, do the same in the City of Demorest.
  - c. Automatic Aid agreements impact ISO grading, improving the score for responding apparatus and personnel.
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**OPTIONS:**

- 1) Approve recommendation: Approve Automatic Aid Agreement with the City of Cornelia within the city limits of Demorest.
  - 2) Deny recommendation: Deny the Auto-Aid Agreement with the City of Cornelia
  - 3) Commission defined alternative:
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**RECOMMENDED SAMPLE MOTION:**

I make a motion to approve the Automatic Aid Agreement with the City of Cornelia, specifically within the Demorest City Limits.

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**DEPARTMENT:**

Prepared by:

Jeffrey D. Adams

Director: \_\_

Jeffrey D. Adams\_\_\_\_\_

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**ADMINISTRATIVE  
COMMENTS:**\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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**Automatic Aid Agreement**  
**Between Habersham County and the City of Cornelia**  
**For Fire and/or Accident Services**

This Automatic Aid Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between **Habersham County**, a political subdivision of the State of Georgia (“County”), by and through the Chairman and Board of Commissioners, and the **City of Cornelia**, an incorporated municipality of the State of Georgia (“City”), by and through the Mayor and City Council, collectively referred to as “Parties” and individually as “Party”.

**WHEREAS**, Article IX, Section II, Paragraph III of the Georgia Constitution authorizes counties and municipalities to provide fire protection services; and

**WHEREAS**, Article IX, Section II, Paragraph III of the Georgia Constitution states that no county or municipality may exercise the power to provide fire protection inside the boundaries of any municipality or any other county except by contract with the municipality or county affected; and

**WHEREAS**, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes intergovernmental agreements for the provision of services; and

**WHEREAS**, O.C.G.A § 36-69-1, et seq., authorizes counties and municipalities to enter into automatic aid agreements to cooperate with and render assistance extraterritorially to other counties and municipalities; and

**WHEREAS**, O.C.G.A § 36-69-3(b) authorizes the fire chief of a local political subdivision to provide assistance in a local emergency, in preventing or suppressing a fire, or in protecting life and property, with the approval of the governing authority of such political subdivision; and

**WHEREAS**, each Party hereto maintains equipment and staffs a fire department for the purposes of fire suppression, protection, rescue/first responder, and fire prevention; and

**WHEREAS**, the purpose of this Agreement is to outline the procedures for implementing an Automatic Assistance response between the City’s Fire Department and the County’s Emergency Services Department regarding jurisdiction falling specifically within the Demorest City limits; and

**WHEREAS**, it is the mutual advantage and benefit of each of the Parties hereto that they render supplemental fire suppression, protection, and prevention to the other Party in the event of fire or other local emergency; and

**WHEREAS**, the facilities of each Party are located in such a manner as to enable each Party to render automatic assistance to the other.

**NOW, THEREFORE**, the Parties hereto agree as follows:

## **ARTICLE 1 – DEFINITIONS**

**Assistance:** Fire services personnel and equipment.

**Party:** Each fire department party to this Agreement, being the Cornelia Fire Department and Habersham County Emergency Services.

**Requesting Official:** The Incident Commander or other representative of a Party who requests assistance pursuant to this Agreement.

**Requesting Party:** A Party that requests assistance pursuant to this Agreement.

**Responding Official:** The person authorized by a Responding Party to suspend or cancel Assistance.

**Responding Party:** A Party that provides Assistance to a Requesting Party.

## **ARTICLE 2 – SCOPE OF AUTOMATIC AID**

1. In accordance with O.C.G.A. § 36-69-4, whenever employees of any assisting agency are rendering aid pursuant to this Agreement outside the county or city where such employees are employed, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing the duties in the county or city in which they are normally employed.
2. The below-listed fire department resources shall respond to first-alarm structural fire incidents and non-structural fire incidents. Any units or companies required in addition to the first alarm assignment must be requested in accordance with the procedures established in the Agreement for Mutual Aid and Disaster Assistance.
  - a. The Cornelia Fire Department will provide the following to Habersham County Emergency Services regarding the jurisdiction falling specifically within the Demorest City limits:
    - Ladder Truck – two (2) personnel will respond to the following types of calls:
      - o Fire
      - o Fire-Alarm
      - o Fire-Commercial
      - o Fire-Multi-Family
      - o Fire-Residential
      - o Fire-Smoke/Odor/Chemical in a building

- b. The Habersham County Emergency Services will provide the following to the City of Cornelia Fire Department:
- Engine – two (2) personnel
  - Fire
  - Fire-Alarm
  - Fire-Commercial
  - Fire-Multi-Family
  - Fire-Residential
3. Upon receipt of an alarm in any of the designated areas, the Dispatch Center receiving the alarm will dispatch the proper assignment. The assisting agency requested to render assistance to confront an emergency will furnish the fire and emergency services set forth herein if such action will not unreasonably diminish the assisting agency's capacity to provide fire and emergency services within the assisting agency's jurisdiction. If the agreed upon response from either department is not available, or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station which is part of the Agreement, the company will respond. If an agreed upon response from either Party is not available, the other Party will be notified immediately.
  4. The Party furnishing aid shall determine the actual amount of aid extended in each instance based on the available personnel, equipment and local conditions of the furnishing jurisdiction at the time. It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the fire chief providing aid, if circumstances warrant.
  5. The Officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall, the jurisdictional department upon arrival at the scene will assume command of the incident.
  6. Communication procedures and documents for verifying response and communicating at incidents will be developed between the departments and updated as needed thereafter. The radios necessary for communications will be the responsibility of each department. Maintenance, training, and replacement of radios will be the responsibility of the department that owns the radios.
  7. Each department will be responsible for the cost of providing its own gasoline, diesel fuel, oil and other material as needed for the use of equipment at the scene of the emergency.
  8. Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.
  9. Joint training exercises are to be conducted, quarterly at a minimum, covering structural fire control topics. The training exercises will be coordinated and observed by the respective department training officers to maintain coordination in firefighting procedures,

dispatching, and communications. The following topics may be utilized for the establishment of training parameters when available:

- Apparatus Familiarization
- Coordination of Engine Companies and Ladder Companies – Apparatus Placement
- Command System Communications and Incidental Command
- Water Rescue and Underwater Recovery Operations
- Technical Rescue including, but not limited to, rope rescue, trench collapse, confined space rescue, building collapse rescue, man in the machine rescue, vehicle extraction
- Hazardous Materials Responses.

### **ARTICLE 3 – EXPENSES**

In accordance with O.C.G.A. § 36-69-5, each agency agrees not to seek from the other agency compensation for services rendered under this agreement. Each agency shall at all times be responsible to its own employees for the payment of wages and other compensation, for carrying workers' compensation insurance for its employees, and for all expenses incidental and occurring during the period of assistance; and each agency shall be responsible for its own equipment and shall bear the risk of loss thereto, whether personnel and equipment are being used within or outside the area of primary responsibility of that agency.

### **ARTICLE 4 – APPLICABILITY OF PRIVILEGES, IMMUNITIES, EXEMPTIONS AND BENEFITS**

1. In accordance with O.C.G.A. § 36-69-6, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of such employees of the assisting agency when performing duties and functions within their jurisdiction shall apply to such employees while engaged in the performance of duties and functions extraterritorially pursuant to this agreement. This article shall apply with equal effect to paid, volunteer, and auxiliary employees.
2. 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 Party for payment of workers' compensation benefits.

### **ARTICLE 5 – LIABILITY**

1. In accordance with O.C.G.A. § 36-69-7, neither the requesting agency nor the political subdivision or municipal corporation in which the requesting agency is located shall be liable for any acts or omissions of employees of the assisting agency rendering assistance extraterritorially. Each Party agrees to indemnify and save harmless the other, including its

officers and staff from any claim suffered or costs incurred as a result of fulfilling or attempting to fulfill its obligations under this Agreement except for those which are a result of deliberate acts or negligence for which it/they are responsible for at law. Except as otherwise provided herein, each Party shall indemnify, save and hold harmless the other Party, the directors, officers, employees and agents of the other Party from all liabilities, damages, losses, claims, suits, judgments, costs, and expenses, including reasonable attorneys' fees and expense, directly or indirectly, incurred by the other Party as a result of any third party claims that arise out of or in connection with the performance or failure of performance of the indemnifying Party's obligations hereunder, or any personnel, equipment, tools, materials or supplies received from or given, supplied or provided by the indemnifying Party pursuant to this Agreement. Each Party waives and hereby releases all claims against the other Party for compensation for any loss or damage to persons or property, including personal injury, or death, occurring as a consequence of the performance of this Agreement by the other Party, or the provision of any personnel, equipment, tools, materials or supplies given, supplied or provided by the other Party in response to a request for assistance. Notwithstanding anything herein contained, no liability shall attach or accrue to either Party for failing to supply each other on any occasion, or occasions, any of the services provided for the in Agreement. This Agreement shall not be construed or deemed to be for the benefit of any third party, and no third party shall have a right of action hereunder for any cause whatsoever.

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

#### **ARTICLE 6 – INSURANCE**

Each Party shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its employees, equipment, vehicles, and property, including but not limited to general liability insurance, workers' compensation, unemployment insurance, automobile liability, public officials liability and property damage.

#### **ARTICLE 7 – SEVERABILITY**

If one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect then, such invalidity, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **ARTICLE 8 – TERM AND TERMINATION**

This Agreement will expire in five (5) years from the date all signatures have been acquired on the document. If either Party chooses to remove themselves from this Agreement, the Party wishing to remove themselves shall give the other Party sixty (60) days' notice of termination.

### **ARTICLE 9 – NOTICE**

All notices to a Party in regard to this Agreement for fire department services must be in writing, addressed and delivered to the Chairman of the County and to the Mayor of the City.

### **ARTICLE 10 - AMENDMENT**

This Agreement may be revised or amended at any time by mutual agreement of the City of Cornelia City Council and Fire Chief and the County Commission of Habersham County and Fire Chief.

*(signatures on the following page)*

**IN WITNESS WHEREOF**, the Parties hereof and hereto set their hands and seals.

**HABERSHAM COUNTY, GEORGIA,**  
by and through its Board of Commissioners

By: \_\_\_\_\_  
Bruce Harkness, Chairman

**Attested by:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[COUNTY SEAL]

*(signatures continue on following page)*

**CITY OF CORNELIA, GEORGIA**  
by and through its Mayor and Council

By: \_\_\_\_\_  
John Borrow, Mayor

**Attested by:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[CITY SEAL]