

AUTOMATIC AID AND MUTUAL AID AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2020 by and between the County of Cherokee, Georgia ("Cherokee County") and the City of Woodstock, Georgia ("City of Woodstock" or "Woodstock"), both organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this IGA pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts ("Intergovernmental Contracts Clause");

WHEREAS, the Intergovernmental Contracts Clause authorizes counties and cities to enter into an agreement "for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide" (GA Const., Art. IX, Sec. III, Para. I);

WHEREAS, Georgia's Constitution goes on to provide that in addition to and supplementary to all powers possessed by or conferred upon any county or city, any county or city may exercise powers and provide services related to police and fire protection (GA Const., Art. IX, Sec. II, Para. III);

WHEREAS, O.C.G.A. § 36-69-3(b) further provides that "the fire chief or public safety director of any local political subdivision may, with the approval of the governing authority of such political subdivision, cooperate with and render assistance extraterritorially to [another] local fire department requesting the same";

WHEREAS, O.C.G.A. § 38-3-29 further provides that "[t]he director of each local organization for emergency management, in collaboration with other public and private agencies within this state, may develop or cause to be developed mutual aid arrangements for reciprocal emergency management aid and assistance in the case of emergency or disaster too great to be dealt with unassisted";

WHEREAS, The City of Woodstock is located in Cherokee County, and the City's boundaries are contiguous with the unincorporated parts of the County;

WHEREAS, Cherokee County and the City of Woodstock each maintain and staff a fire department (each referred to herein as an "agency") for the purposes of fire suppression, protection, and prevention, and for emergency medical services;

WHEREAS, Cherokee County and City of Woodstock have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, emergency medical response, and rescue to the other party in the event of fire or other local emergency and take part in joint training exercises; and,

WHEREAS, it is the desire of the signatories hereto to enter into this Agreement for automatic aid and first response and mutual aid, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph III and Article IX, Section III, Paragraph I, O.C.G.A. § 36-69-3(b) and O.C.G.A. § 38-3-29.

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

ARTICLE 1.1 - AUTOMATIC AID

Paragraph 1.1.0 The parties shall establish a mutually beneficial first due response district for each fire station for both Cherokee County, Georgia and the City of Woodstock, Georgia as it relates to the response areas within and surrounding the city limits of Woodstock, Georgia and unincorporated Cherokee County, Georgia, as agreed upon by the Cherokee County Fire Chief and the Woodstock City Fire Chief. This shall include Cherokee Fire Stations 1, 7, 24 and Woodstock Fire Stations 10 and 14. The purpose of the first due response district is to designate the primary response territory for each fire station. The allocation of first due response districts shall be designed to maximize prompt and efficient service to all properties in each jurisdiction, taking into account that services will be provided across jurisdictional lines within the Automatic Aid Area.

Paragraph 1.1.1 The parties shall establish a mutually beneficial response district (the "Automatic Aid Area") within their jurisdictions up to certain feasible boundary limits agreed upon by the Cherokee County Fire Chief and the Woodstock City Fire Chief. The Automatic Aid Area may be modified from time to time, as appropriate, with written approval of each jurisdiction's Fire Chief.

Paragraph 1.1.2 In the event any fire, rescue situation, disturbance, emergency medical response or other related local emergency occurs in the Automatic Aid Area, Cherokee County, Georgia and the City of Woodstock, Georgia shall provide such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency subject to the limitations set forth in this Agreement.

Paragraph 1.1.3 The City of Woodstock Fire Department shall be automatically dispatched to all incidents in the Automatic Aid Area of Cherokee County (Fire Stations 1, 7, 19, 20, 23, 24) based on closest station response.

Paragraph 1.1.4 The Cherokee County Fire & Emergency Services Department shall be automatically dispatched to all incidents in the Automatic Aid Area in The City of Woodstock, Georgia (Woodstock Fire Stations 10 and 14) based on closest station response.

ARTICLE 1.2 - MUTUAL AID

Paragraph 1.2.0. Beyond the Automatic Aid Area, each party agrees that it shall provide fire department mutual aid upon request, subject to the provisions of this Agreement. Each party acknowledges that the timing of each request for mutual aid is critical to the effectiveness of the assistance being requested. Each party agrees that in order to expedite the response to each request for mutual aid, field officers should

make the request for mutual aid as soon and in the most direct manner as possible and that the requesting party's designee may be the incident commander or the officer (or acting officer) on the apparatus responding to the incident.

Paragraph 1.2.1. When either party determines that it is necessary to request mutual aid, the requesting party or its designee is authorized to make the request directly through the Cherokee County 911 Communication Center.

Paragraph 1.2.2. Each party agrees that it is to the mutual advantage of both parties to provide supplemental fire suppression, protection, and prevention equipment and/or personnel to each other in the event of a fire or other emergency when the local jurisdiction's primary resources are insufficient to contain the situation in an adequate or timely manner. The party requesting mutual aid is responsible for identifying specific needs regarding equipment and/or personnel. The party furnishing mutual aid will determine the actual amount of aid to be extended in each instance based on the availability of personnel and/or equipment in light of the specific needs identified. The Fire Chief of the agency furnishing aid shall have the sole authority to determine the amount and type of personnel and equipment, if any, available for operational assistance, and such agency will provide operational assistance only to the extent that the personnel and equipment are not required for adequate protection of that agency, based on the available personnel and equipment and on local conditions at the time of the emergency. The equipment and/or personnel provided for mutual aid may be recalled at the sole discretion of the furnishing jurisdiction.

ARTICLE 2 - SCOPE/TRAINING

Paragraph 2.0 It is further agreed that the parties will participate in joint training exercises in order to ensure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chief for each agency.

ARTICLE 3 - SUPERVISORS

Paragraph 3.0 Cherokee County Fire & Emergency Services utilizes Battalion Chiefs on shift as the "Senior Officer in Charge" for incident management when applicable. When the Battalion Chief is off, a Fire Captain fills the role of Acting Battalion Chief. The City of Woodstock Fire Department currently utilizes a Shift Commander as the "Senior Officer in Charge" for incident management when applicable. If units from the jurisdiction providing aid outside its boundaries are the first to arrive, the first arriving officer of the aid-providing jurisdiction at the scene will be expected to establish incident command until relieved by an officer of the jurisdiction receiving aid. Upon their arrival, the Senior Officer in Charge of the receiving jurisdiction is expected to assume incident command to coordinate and give general directions as to the work for incidents with immediate danger to life threats or high hazard conditions. In the absence of the Senior Officer in Charge from the receiving jurisdiction, a unified command will be established between incident command officer from the receiving jurisdiction and the senior officer from the jurisdiction providing aid.

Paragraph 3.1 Personnel who are furnished will work as far as possible under their own supervisor and with their own equipment, except as otherwise provided in Paragraph 3.0.

Paragraph 3.2 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid, except as otherwise provided in Paragraph 3.0.

ARTICLE 4 - LIABILITY

Paragraph 4.0 To the maximum extent permitted by law, there shall be no liability imposed on any party or its personnel for failure to respond to requests for mutual aid pursuant to this Agreement.

Paragraph 4.1 Every employee shall be deemed to be the employee of and agent for his/her regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than his/her regular employer.

Paragraph 4.2 All damages or repairs to any equipment or apparatus that occur during the provision of aid under this Agreement shall be the responsibility of the owner jurisdiction, except as otherwise provided in Article 5 of this Agreement and/or in accordance with O.C.G.A. § 38-3-30.

ARTICLE 5 - COMPENSATION

Paragraph 5.0 Except as otherwise provided in this Article 5 and/or in accordance with O.C.G.A. § 38-3-30, no party under this Agreement will be required to pay any compensation or reimbursement to the other party, or any employee, officer or agent hereof, under this Agreement for services rendered pursuant to this Agreement, and each party shall pay its own personnel without cost to the other party.

Paragraph 5.1 The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

Paragraph 5.2 Each party to this Agreement shall comply with Workers Compensation laws of the State of Georgia without any cost to the other party.

Paragraph 5.3 Notwithstanding any other provision set forth in this Agreement, the parties agree that a party requesting assistance ("Requesting Party") under this Agreement shall, upon request, reimburse a party providing assistance ("Providing Party") for those certain costs and expenses set forth in O.C.G.A. § 38-3-30 when assistance has been requested for an event for which a declaration of state of emergency or disaster has been or, subsequently, is made. Further, for purposes of eligible costs recognized by the Federal Emergency Management Agency ("FEMA") in the event of a declared state of emergency or disaster, a Requesting Party shall claim the eligible costs of the Providing Party, pursuant to the terms and conditions of this Agreement and FEMA's then-applicable disaster assistance policies. The Requesting Party agrees to claim such eligible costs on its sub grant application and to disburse the appropriate share of federal funds to the Providing Party. Notwithstanding the provisions of this paragraph, a Providing Party may determine to not submit a claim

seeking payment or reimbursement from the Requesting Party.

ARTICLE 6 - RELEASE OF CLAIMS

Paragraph 6.0 Each of the parties agrees, to the extent, if any, allowed by law, to release, indemnify, defend, and forever hold harmless the other party, including its officers, boards, commissions, elected officials, employees and agents, from any and all liabilities, claims, judgment, cost or demands for damage or injury to any person or property whether directly arising or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party or other act of the other party during the provision of service pursuant to this Agreement, except as otherwise provided in Article 5 of this Agreement and/or in accordance with O.C.G.A. § 38-3-30.

ARTICLE 7 - NO THIRD PARTY RIGHTS

Paragraph 7.0 This Agreement does not create any rights in or for any third party or parties and shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.

ARTICLE 8 - INJURIES TO PERSONNEL

Paragraph 8.0 Any and all damage or other compensation of any type or kind which is required to be paid to an employee of either party by reason of an injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing such person, except as otherwise provided in Article 5 of this Agreement and/or in accordance with O.C.G.A. § 38-3-30.

ARTICLE 9 - TERM OF AGREEMENT

Paragraph 9.0 This Agreement shall commence on the date of its approval and execution by the Chairman of Cherokee County, Georgia and the Mayor of the City of Woodstock, Georgia and shall continue for a term of 50 years, subject to the termination rights of Article 12.

ARTICLE 10 - ADMINISTRATION

Paragraph 10.0 It is agreed by each of the parties that for the purpose of liaison and administration, the Cherokee County Fire Chief and the Woodstock Fire Chief shall be jointly responsible.

ARTICLE 11 - ENTIRE AGREEMENT

Paragraph 11.0 This Agreement shall constitute the entire Agreement between both parties, and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement duly authorized and signed by the City of Woodstock, Georgia, acting by and through its governing body, and Cherokee County, Georgia, acting by and through its governing body. (Provided, however,

that modifications expressly permitted to be made upon agreement of the Fire Chiefs of each jurisdiction, as discussed herein, shall be permitted.)

Paragraph 11.1 This Agreement shall be the sole instrument for the provision of emergency fire service between the parties hereto.

ARTICLE 12 - TERMINATION

Paragraph 12.0 Either party to this Agreement may terminate this Agreement for convenience by written notice of termination to the other party, and upon the running of ninety (90) days from such written notice this Agreement shall be terminated. The termination of this Agreement by either party does not absolve either party from performing its obligations under this Agreement that arose prior to the date of termination.

ARTICLE 13 - SEVERABILITY OF TERMS

Paragraph 13.0 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 14 - GOVERNING LAW

Paragraph 14.0 This Agreement shall be governed in all respects as to the validity, construction, performance, or otherwise by the laws of the State of Georgia.

ARTICLE 15 - NONDISCRIMINATION

Paragraph 15.0 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, the parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the parties agree to comply with all applicable implementing regulations and shall include the provisions of this Section in every contract for services contemplated under this Agreement.

ARTICLE 16 - E-VERIFY

Paragraph 16.0 Pursuant to O.C.G.A. § 13-10-91, et seq., the parties shall not enter into a contract for the physical performance of services unless the other party shall provide evidence on forms attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work

authorization program throughout the contract period.

Each party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to the other party. In the event a party employs or contracts with any subcontractor(s) in connection with the covered contract, the party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. The parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each party and its subcontractors shall retain all documents and records of its respective verification process for a period of five (5) years following completion of the contract.

The parties agree that the employee-number category designated below is correct in relation that that party's employee status.

CHEROKEE COUNTY:

- ☐ 500 or more employees
- ☐ 100 or more employees
- ☐ Fewer than 100 employees

CITY OF WOODSTOCK:

- ☐ 500 or more employees
- ☐ 100 or more employees
- ☐ Fewer than 100 employees

Each party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such party will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the COUNTY and the CITY have caused this AGREEMENT to be executed under seal by their duly authorized representatives.

CITY OF WOODSTOCK, GEORGIA

this ____ day of _____, 2020

By: _____
Donnie Henriques, Mayor, City of Woodstock

Attest:

City Clerk [CITY SEAL]

CHEROKEE COUNTY, GEORGIA

this ____ day of _____, 2020.

By: _____
Harry B. Johnston, Chairman,
Cherokee County Board of Commissioners

Attest:

County Clerk [COUNTY SEAL]

EXHIBIT "A"

STATE OF _____
COUNTY OF _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of _____, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Automatic and Mutual Aid Agreement (Cherokee
County and Woodstock)
Name of Project

_____, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,
20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Automatic and Mutual Aid Agreement (Cherokee
County and Woodstock)
Name of Project

_____, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,
20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
