



## City Council Meeting - Final

June 03, 2024  
7:00 PM

- 
- B. AGR2024-019** Authorization for the 2024 annual renewal of the Mutual Aid Agreement between Smyrna Fire Department (SFD) and Cobb County Fire and Emergency Services (CCFES) and authorize the Mayor to sign and execute all related documents.



# City of Smyrna

## Issue Sheet

A Max Bacon  
City Hall  
2800 King Street  
Smyrna, GA 30080

File Number: AGR2024-019

Agenda Date: 6/3/2024	
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In Control: City Council

File Type: Agreement

Agenda Section:

Agenda Number: **A.**

Formal Business

**Department: Fire Department**

**Agenda Title:**

Authorization for the 2024 annual renewal of the Mutual Aid Agreement between Smyrna Fire Department (SFD) and Cobb County Fire and Emergency Services (CCFES) and authorize the Mayor to sign and execute all related documents.

***Citywide***

**ISSUE AND BACKGROUND:**

Mutual Aid Agreements between neighboring fire departments ensures that emergency situations are addressed with an adequate number of personnel and apparatus during times of high call volume. Mutual Aid is also used during specific, complex situations requiring specialized responses (large structure fires, technical rescues, hazardous materials incidents, etc). Both SFD and CCFES seek to renew the agreement for the mutual benefit of the citizens within both jurisdictions.

**RECOMMENDATION / REQUESTED ACTION:**

Fire Department staff recommends authorization for the 2024 annual renewal of the Mutual Aid Agreement between Smyrna Fire Department (SFD) and Cobb County Fire and Emergency Services (CCFES) and authorize the Mayor to sign and execute all related documents.

**STATE OF GEORGIA**

**COUNTY OF COBB**

**AGREEMENT OF MUTUAL & AUTOMATIC AID  
FOR FIRE & EMERGENCY MEDICAL SERVICES**

**(Revised October 2008 and March 2024)**

This Agreement for Mutual Aid ("Agreement") is made and entered into Cobb County, a political subdivision of the State of Georgia, acting by and through the Chief of Cobb Fire & Emergency Services (CCFES), with the authority of the duly elected Board of Commissioners, and the City of Smyrna, acting by and through the Chief of the Smyrna Fire Department (SFD) with the authority of the duly elected Board of City Council.

**WITNESSETH:**

**WHEREAS**, Cobb County and the City of Smyrna are contiguous;

**WHEREAS**, Cobb County and the City of Smyrna each maintain and staff a fire department for the purpose of providing fire suppression, protection, prevention, and emergency medical services;

**WHEREAS**, Cobb County and the City of Smyrna have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental assistance in providing local emergency, fire suppression, protection, prevention, and emergency medical services to the other party in the event of a fire or other local emergency, and to take part in joint training exercises; and

**WHEREAS**, it is the desire of the signatories hereto to enter into this Agreement for Mutual Aid and first response pursuant to the Article IX, Section II, Paragraph 3, and Article IX, Section III, Paragraph 1 of the Georgia Constitution and Official Code of Georgia, Section 36-69-3(b) and;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree to follow:

**ARTICLE 1- TERM OF AGREEMENT**

This Agreement shall commence on upon its approval by the respective governing bodies of Cobb County and the City of Smyrna and shall continue until December 31, 2030. This Agreement shall automatically be renewed by the parties on January 1<sup>st</sup> and each year thereafter unless the Agreement is terminated in accordance with Article 2.

**ARTICLE 2- TERMINATION**

Either party to this Agreement to terminate or modify the Agreement by giving not less than one hundred and eighty (180) days' written notice to the other party. Upon the running of 180 days from such written notice, without any intervening Agreement of the parties to modify or otherwise continue the Agreement, the Agreement shall be terminated.

**SCANNED**

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

**APPROVED**

Per the City of Smyrna

Mayor and Council

Official Meeting Minutes

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

Notice to Cobb County should be mailed to:

Fire Chief, Cobb County Fire & Emergency Services

1595 County Services Parkway

Marietta, GA 30008-4021

Attention: Fire Chief

Notice to the City of Smyrna should be mailed to:

Fire Chief, City of Smyrna

2620 Atlanta Road

Smyrna, GA 30080

Attention: Fire Chief

### **ARTICLE 3- LIABILITY**

There shall be no liability imposed on any party or its personnel for failure to respond to requests for aid. Every employee shall be deemed to be the employee and agent of 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. All damages or repairs to any equipment or apparatus that occur in the normal operation shall be the responsibility of the owner jurisdiction.

### **ARTICLE 4- CONSIDERATION**

It is expressly agreed that the mutual advantage and protection afforded by the Agreement is considered adequate compensation to both parties.

No party under this Agreement will be required to pay any monetary compensation to the other party under this Agreement for services rendered pursuant to this Agreement, except in cases where Federal reimbursement is allowed. The parties agree to disburse the Federal share of funds to the Providing Entity in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206.

Each party to this Agreement shall comply with Workers' Compensation laws of the State of Georgia without any cost to the other party. Each party shall pay its own personnel without cost to the other party.

### **ARTICLE 5- RELEASE OF CLAIMS**

Each of the Parties agrees to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to that party's property whether arising directly or indirectly out of the use of any vehicle equipment, or apparatus by the other Party during the provision of service pursuant to this Agreement.

### **ARTICLE 6- INJURIES TO PERSONNEL**

Any damage or compensation which is required to be paid to any employee 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. Each Party shall be responsible for paying workers' compensation benefits to its personnel, for the purposes of this section, pursuant to Georgia law.

#### **ARTICLE 7- REQUEST FOR MUTUAL AID ASSISTANCE**

Mutual Aid, for the purpose of this Agreement, will be defined as that aid for any incident not specified in Article 8 below that is of such complexity or size that units from both Departments would be needed to mitigate that incident; i.e. hazmat, technical rescue, large fires, etc.

Each Party agrees that the timing of the 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 the request for mutual aid, field officers, or dispatch center personnel may make the request for mutual aid as soon as possible and in the most direct manner and that the requesting party's designee may be the incident commander or the officer, or acting officer, on apparatus responding to the incident.

When either Party determines that it is necessary to request Mutual Aid, the requesting Party is authorized to make the request in these ways:

- Via radio directly from the requesting jurisdiction's unit to the Dispatch Center, or
- Via telephone or radio directly to the Dispatch Center.

Once a request has been made to the Dispatch Center, the request should be forwarded to the appropriate jurisdictional Chief Officer without delay. The assisting Chief Officer of the jurisdiction being asked for assistance will fill the request to the reasonable extent possible.

#### **ARTICLE 8- ADMINISTRATION**

It is agreed at for the purpose of liaison and administration, the Cobb County Fire Chief and the City of Smyrna Fire Chief shall be jointly responsible.

#### **ARTICLE 9- MISCELLANEOUS**

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 any right of action hereunder for any cause whatsoever.

This Agreement shall constitute the entire agreement between the parties, and no modification shall be binding upon the parties unless evidenced in writing and signed by both parties.

In the event the Chief of either Department is unavailable, or the position is unfilled, a designee of the Chief, or designees of the respective jurisdictional authority, is authorized to fulfill the role and responsibilities of Chief as assigned in this Agreement.

In the event of 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.

This Agreement shall govern in all aspects as to the validity, construction, capacity, performance, or otherwise by the laws of the State of Georgia.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties set their hands and seal this Agreement.

**COBB COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
**Lisa Cupid, Chairwoman**

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

**ATTEST:**

**County Seal**

\_\_\_\_\_  
**Pam L. Mabry, County Clerk**

**FIRE CHIEF FOR COBB COUNTY, GEORGIA:**

\_\_\_\_\_  
**William T. Johnson, Fire Chief**

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

**CITY OF SMYRNA:**

\_\_\_\_\_  
**Derek Norton, Mayor**

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

**ATTEST:**

**City Seal**

\_\_\_\_\_  
**Heather K. Peacon-Corn**  
**City Clerk**



**FIRE CHIEF FOR THE CITY OF SMYRNA, GEORGIA:**

\_\_\_\_\_  
**Brian Marcos, Fire Chief**

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