

DEKALB COUNTY

ITEM NO. _____

BOARD OF COMMISSIONERS**HEARING TYPE**

Preliminary

BUSINESS AGENDA / MINUTES**MEETING DATE:** July 13, 2004Substitute**ACTION TYPE**

Resolution

SUBJECT: Acceptance of the Agreement Between Georgia Emergency Management Agency and DeKalb County, Georgia, on Behalf of the DeKalb County Fire Department for the ownership, operation and maintenance of a Georgia Search and Rescue Vehicle and related equipment.

DEPARTMENT: Fire & Rescue**PUBLIC HEARING:** ☐ YES ☒ NO**ATTACHMENT:** ☒ YES ☐ No**INFORMATION CONTACT:** David Foster, Fire Chief**PAGES:** 4**PHONE NUMBER:** 404-297-2577**PURPOSE:**

To consider approving the Agreement Between Georgia Emergency Management Agency and DeKalb County, Georgia, on Behalf of the DeKalb County Fire Department for the ownership, operation and maintenance of a Georgia Search and Rescue Vehicle (valued at approximately \$305,000.00) and related equipment (valued at approximately \$634,837.04).

And

To consider authorizing the Chief Executive Officer to execute all necessary documents pertaining to the project. This Agreement has been approved by the Law Department.

NEED/IMPACT:

This agenda item is being submitted to reflect the final amount of the equipment value covered by the Agreement with Georgia Emergency Management Agency that was previously approved at the BOC meeting on June 22, 2004 (Item E3, Agreement between the Georgia Emergency Management Agency and DeKalb County).

This Agreement covers the following with regards to the ownership, operation and maintenance of a GSAR vehicle and related equipment by the Sponsoring Agency:

Vehicle and Equipment
Title
Maintenance
Terrorism Response
Disaster Response
Mutual Aid Response
Training

Liability
Remedies
Termination
Liaisons
No Third Party Beneficiaries
Entire Agreement

RECOMMENDATION(S):

Approve the Agreement Between Georgia Emergency Management Agency and DeKalb County, Georgia, on Behalf of the DeKalb County Fire Department for the ownership, operation and maintenance of a Georgia Search and Rescue Vehicle (valued at approximately \$305,000.00) and related equipment (valued at approximately \$634,837.04).

And

Authorize the Chief Executive Officer to execute all necessary documents pertaining to the project.

FOR USE BY COMMISSION OFFICE/CLERK ONLY

ACTION: E2

MOTION was made by Commissioner Ellis, seconded by Commissioner Larry Johnson, and passed 6-0-0-1, to approve the Substitute Item, Agreement Between Georgia Emergency Management Agency and DeKalb County, Georgia, on Behalf of the DeKalb County Fire Department for the ownership, operation and maintenance of a Georgia Search and Rescue Vehicle (valued at approximately \$305,000.00) and related equipment (valued at approximately \$634,837.04); and authorize the Chief Executive Officer to execute all necessary documents pertaining to the project. Commissioner Walldorff was out of the room and not voting.

JUL 13 2004

ADOPTED: _____

(DATE)



 PRESIDING OFFICER

DEKALB COUNTY BOARD OF COMMISSIONERS

CERTIFIED: _____

JUL 13 2004

(DATE)

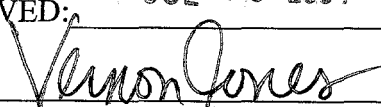


 CLERK
DEKALB COUNTY BOARD
OF COMMISSIONERS

FOR USE BY CHIEF EXECUTIVE OFFICER ONLY

APPROVED: _____

JUL 19 2004



 CHIEF EXECUTIVE OFFICER
 DEKALB COUNTY

VETOED: _____

 CHIEF EXECUTIVE OFFICER
 DEKALB COUNTY

VETO STATEMENT ATTACHED: _____

MINUTES:

	FOR	AGAINST	ABSTAIN	ABSENT
DISTRICT 1 - ELAINE BOYER	_____X_____	_____	_____	_____
DISTRICT 2 - GALE WALLDORFF	_____	_____	_____	_____X_____
DISTRICT 3 - LARRY JOHNSON	_____X_____	_____	_____	_____
DISTRICT 4 - BURRELL ELLIS	_____X_____	_____	_____	_____
DISTRICT 5 - HANK JOHNSON	_____X_____	_____	_____	_____
DISTRICT 6 - JUDY YATES	_____X_____	_____	_____	_____
DISTRICT 7 - LOU WALKER	_____X_____	_____	_____	_____



MEMORANDUM

**DeKalb County
Purchasing and
Contracting**

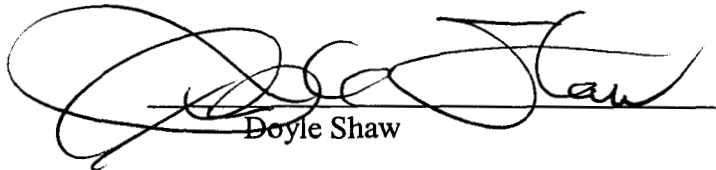
June 16, 2004

TO: David Foster, Director, Fire and Rescue Department

FROM: Doyle Shaw, Director, Purchasing and Contracting

SUBJECT: Proposed Agreement with Georgia Emergency Management Agency (GEMA) and DeKalb County, Georgia for GSAR Vehicle and Related Equipment

The attached agreement has been approved as to form by the Law Department and is ready for placement on the agenda. This signed copy is for agenda purposes only.



Doyle Shaw

DS:BJ:ch

Attachment

**AGREEMENT BETWEEN GEORGIA EMERGENCY MANAGEMENT
AGENCY AND DEKALB COUNTY, GEORGIA, ON BEHALF OF
THE DEKALB COUNTY FIRE DEPARTMENT**

THIS AGREEMENT, hereinafter referred to as "Agreement," made this _____ day of _____, 2004, by and between the Georgia Emergency Management Agency, hereinafter referred to as "GEMA," a department or agency of the State of Georgia, and DeKalb County, Georgia, a political subdivision of the State of Georgia, on behalf of the DeKalb County Fire Department, hereinafter referred to as the "Sponsoring Agency," for the ownership, operation and maintenance of a Georgia Search and Rescue, hereinafter referred to as "GSAR," vehicle and related equipment.

WHEREAS, State departments and local governments may contract with each other for any period not exceeding 50 years to provide services as authorized by law [Ga. Const., Art. IX, Sec. III, Par. I(a)]; and

WHEREAS, GEMA and the Sponsoring Agency desire to contract for the ownership, operation and maintenance of a GSAR vehicle and related equipment by the Sponsoring Agency.

NOW, THEREFORE, GEMA and the Sponsoring Agency agree as follows:

1. Vehicle and Equipment. Provided that sufficient grant funds are made available to GEMA through the United States Office of Domestic Preparedness, hereinafter referred to as "ODP," GEMA shall provide to the Sponsoring Agency a GSAR vehicle and related equipment, as more particularly described on Exhibit A attached hereto and made a part hereof.
2. Title. Title to the vehicle shall be transferred by the manufacturer or dealer to the Sponsoring Agency. The Sponsoring Agency shall be responsible for all other tag and title requirements related to the vehicle.
3. Maintenance. The Sponsoring Agency shall maintain the vehicle and related equipment in good order and repair and in operable condition, ordinary wear and tear only excepted. All maintenance shall be performed by qualified personnel of the Sponsoring Agency or by qualified vendors. Vehicle and maintenance records will be available for inspection upon request by GEMA.
4. Terrorism Response. At the request of GEMA and in accordance with ODP requirements, the Sponsoring Agency shall respond to incidents of real or suspected weapons of mass destruction at any location in Georgia. GEMA will provide meals, lodging, toilet facilities and other support determined by GEMA to be needed by the Sponsoring Agency to carry out the response to such incidents.
5. Disaster Response. At the request of GEMA and with the concurrence of the Sponsoring Agency's Fire Chief, the Sponsoring Agency shall respond to disasters (however caused) at any location in Georgia.

6. Mutual Aid Response. The Sponsoring Agency promptly shall notify the GEMA Terrorism Emergency Response and Preparedness, hereinafter referred to as "TERP," Division of any mutual aid response in which GSAR equipment is used by the Sponsoring Agency.
7. Training. The Sponsoring Agency shall provide training to all Sponsoring Agency GSAR personnel to meet all National Fire Protection Association (NFPA) 1670 requirements.
8. Liability. The Sponsoring Agency hereby waives, releases and forever discharges GEMA, its members, officers, employees and agents, of and from any and all claims, damages, actions or causes of action on account of injury or damage to person or property arising either directly or indirectly from the Sponsoring Agency's use or operation of the vehicle and related equipment. Without limitation of the foregoing, Sponsoring Agency will obtain and maintain adequate comprehensive, liability and collision insurance to protect the interests of ODP and GEMA in the vehicle and related equipment and to cover any potential claims against ODP and GEMA related to use or ownership of the vehicle and related equipment.
9. Remedies. Notwithstanding and without waiving any other remedies available for the Sponsoring Agency's failure to comply with the terms and conditions of this Agreement, if the Sponsoring Agency fails to meet its obligations hereunder, GEMA will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for one occurrence or omission will not act as a waiver for future noncompliance by the Sponsoring Agency. Should GEMA exercise the right, privilege and option to terminate this Agreement, Sponsoring Agency shall immediately transfer ownership of the vehicle and related equipment to GEMA or to whomever GEMA shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession of the vehicle and related equipment, without cost, as directed by GEMA.
10. Termination. The Sponsoring Agency may terminate this Agreement upon one hundred eighty (180) days written notice to GEMA. Upon termination of this Agreement by the Sponsoring Agency, the Sponsoring Agency shall transfer the vehicle and related equipment to GEMA or to whomever GEMA shall designate, including the transfer of title, tag and related documents, without cost to GEMA.
11. Liaisons. The liaison for this Agreement for GEMA will be the Fire Services Program Manager of the TERP Division, and the liaison for the Sponsoring Agency will be the Fire Chief. Any notices or administrative arrangements concerning this Agreement will be between them, but either party may notify the other of a different liaison.
12. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.
13. Entire Agreement. This Agreement constitutes the entire understanding between GEMA and the Sponsoring Agency regarding its subject matter. It supersedes all prior negotiations, discussions, statements and agreements. No officer or other person or employee or agent of GEMA or Sponsoring Agency has or has had authority to make any other statement concerning its terms. Any amendment

must be by written instrument of equal dignity, properly authorized, in writing, and signed by both parties with specific reference to this Agreement.

IN WITNESS WHEREOF, the parties have set their hands.

**GEORGIA EMERGENCY
MANAGEMENT AGENCY**

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)

Signature

Mike Sherberger

Name (Typed or Printed)

Director

Title

by Dir. (SEAL)

VERNON JONES

Chief Executive Officer

DeKalb County, Georgia

ATTEST:

MICHAEL J. BELL

Ex-Officio Clerk of the

Chief Executive Officer and

Board of Commissioners of

DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Dal Forti

Department Director

APPROVED AS TO FORM:

Angela S. Afflick
Asst. County Attorney Signature

Angela S. Afflick
Asst. County Attorney Name (Typed or Printed)