

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
GEORGIA SEARCH AND RESCUE TEAM (GSAR) # 3
MEMORANDUM OF AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disasters and emergencies. The Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., gives the State and local governments authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act, the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) has authority to coordinate assistance between local governments during emergencies and to provide available resources, where needed. As part of the aforementioned authority, GEMA/HS created Georgia Search and Rescue (GSAR) teams as special regional response teams comprised of qualified local governmental public safety entities. GEMA/HS supplied teams with appropriate equipment, training, and exercises, enabling each team to assist with GSAR personnel, equipment, facilities, services, supplies, and other resources during an emergency or disaster.

This Memorandum of Agreement (Agreement) is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

- A. This Agreement is made and entered into between the participating political subdivisions hereinafter called "Participating Parties" and GEMA/HS (collectively, the "Parties," and individually, a "Party"). The following terms and expressions will apply:
1. "Agreement" means this Memorandum of Agreement.
 2. "Assistance" includes personnel, equipment, facilities, services, supplies, and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
 3. "Assisting Party" means a Participating Party providing assistance pursuant to this Agreement during a disaster or emergency.
 4. "Authorized Representative" means a Participating Party's elected or appointed official or employee authorized in writing to request, offer or otherwise provide assistance or an employee of GEMA/HS designated by its Director under the terms of this Agreement.
 5. "Participating Parties" means the State of Georgia, the counties and the municipalities of the State of Georgia, and Georgia Search and Rescue team member agencies.
 6. "Requesting Party" means a Participating Party which requests assistance pursuant to this Agreement during a disaster or emergency.
- B. Any term or expression not defined in this Agreement will have the meaning specified in Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., and rules

promulgated thereunder, unless used in a context clearly suggesting a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster duly declared by the governing authority of any Participating Party, whether arising from natural disaster, technological hazard, human-caused disaster, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The guiding principle of this Agreement is the prompt, full, and effective utilization of Participating Party resources, including any resources on hand or available from any governmental entities, to ensure the safety, care and welfare of the people affected by any duly declared emergency or disaster.

Participating Parties accepting grant funds from the United States Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), the Grant Programs Directorate (GPD) Homeland Security Grant Program have all agreed through the GEMA/HS Grantee-Subgrantee Agreement to be bound by the Special Conditions contained therein. The Special Conditions require the Subgrantee to comply with the terms and conditions of GEMA/HS' Statewide Mutual Aid and Assistance Agreement¹ and to render mutual aid for a suspected or real attack involving the use of weapons of mass destruction or other events as determined by GEMA/HS. The Subgrantee will also sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA deems necessary to assure the Subgrantee fulfills its obligations to render mutual aid.

Through the creation, equipping, training, and exercise of GSAR Teams for use as special regional response teams, GEMA/HS has an expectation these teams will respond at the request of GEMA/HS to an emergency or disaster duly declared by the governing authority of any political subdivision which is a Participating Party, whether arising from a natural disaster, technological hazard, human-caused disaster, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events, in accordance within the provisions of this Agreement.

The Chief Executive Officer of the Public Safety entity participating as a member of the GSAR team is responsible for formulation of the appropriate plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

- A. Each Participating Party formulates procedures and programs for intergovernmental cooperation during the performance of responsibilities listed in this Agreement.

¹ GEMA/HS' Statewide Mutual Aid and Assistance Agreement is attached as "Enclosure A" to this Agreement.

- B. When formulating and executing such plans, each Participating Party shall complete the following:
1. Inventory resources;
 2. Establish procedures for loaning and delivery of personnel, equipment, and other material resources; and
 3. Establish procedures for reimbursement.
- C. Whenever a Participating Party declares a local emergency and such disaster or emergency requires assistance, the authorized representative of the Requesting Party may request assistance from another Participating Party by contacting the GEMA/HS Director. The provisions of this Agreement will only apply to requests for assistance made by and to representatives of authorized GSAR resources and assets. Requests may be verbal or written. If verbal, the request will be confirmed in writing within thirty (30) calendar days of the verbal request. Requests will provide the following information:
1. Description of the GSAR emergency service function needed, including but not limited to search and rescue, fire services, and resource support;
 2. Amount and type of personnel, equipment, materials, and supplies needed;
 3. Reasonable estimate of time each resource is needed;
 4. Specific place and time for staging of Assisting Party's response; and
 5. A name, email address, and phone number of the Requesting Party's point of contact at said location.
- D. The Assisting Party shall:
1. Maintain daily personnel time records, a log of equipment hours (or miles, if appropriate) and copies of all material records; and
 2. Report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid will take necessary action to provide and make available resources covered by this Agreement, in accordance with the terms herein. However, the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for its own political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will fall under operational control of the emergency services authorities of the Requesting Party unless the GEMA/HS Director or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state

of emergency has been declared and will continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI LIABILITY AND IMMUNITY

- A. Pursuant to O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- B. Pursuant to O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.
- C. It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by law.

ARTICLE VII RIGHTS AND PRIVILEGES

Pursuant to O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this Agreement and under the authority of O.C.G.A. § 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

Pursuant to O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall reimburse the Assisting Party for any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall

defray the actual travel and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- A. Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization, and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties' personnel under the terms of the Georgia Workers Compensation Act. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to paid, volunteer, and auxiliary employees and emergency management workers.
- B. Equipment costs, which shall include the fair market federal equipment rate, which includes depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.
- C. Material costs upon approval by Requesting Party, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.
- D. Meals, lodging, and travel expenses relating to the provision of assistance pursuant to this Agreement shall be reimbursed to the Assisting Party in accordance with the State of Georgia State Travel Policy as issued by the State Accounting Office and the State of Georgia Travel Regulations as issued by the Office of Planning and Budget.

THE ASSISTING PARTY WILL MAINTAIN RECORDS AND SUBMIT INVOICES FOR REIMBURSEMENT TO THE REQUESTING PARTY.

ARTICLE IX
IMPLEMENTATION AND WITHDRAWAL

- A. This Agreement will take effect immediately upon its approval and execution by GEMA/HS and the authorized representative of the GSAR team jurisdictions, comprising GSAR Team 3 ;
- B. Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no withdrawal will take effect until thirty (30) days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action will not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.
- C. Copies of this Agreement will, at the time of approval, be deposited with each of the Participating Parties and with GEMA/HS.

ARTICLE X
THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

GEMA/HS will act as the coordinating entity under this Agreement. Nothing herein will limit any authority of the Governor or the GEMA/HS Director under Articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with actions taken pursuant to such declaration will be superseded by any such act or actions.

ARTICLE XI TERM OF AGREEMENT

This Agreement will expire on January 31, 2029. Agreement of the Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term will extend the term of this Agreement for four years. Each four-year extension will constitute a separate agreement.

ARTICLE XII ASSIGNMENT

This Agreement shall not be assigned by any Party to any other party.

ARTICLE XIII AMENDMENTS

No provision of the Agreement may be amended or waived, except in writing signed by the Party against which enforcement of the amendment or waiver is sought.

ARTICLE XIV SEVERABILITY

If any provision contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.

ARTICLE XV THIRD-PARTY BENEFICIARY RIGHTS

The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

ARTICLE XVI
WAIVER

The failure of any of the Parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such Party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing and signed by the waiving party.

ARTICLE XVII
VALIDITY

This Agreement will be construed to effectuate the purposes stated in Articles II and III herein. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and its applicability to other persons and circumstances will not be affected.

ARTICLE XVIII
ENTIRE AGREEMENT

The entire Agreement between the Parties is expressly included herein, and no warranties either expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their authority and executed this Agreement on the day and year first above written.

AUGUSTA, GA
County/Municipality

Garnett L. Johnson, Mayor

Date

Attest: _____
Lena J. Bonner
Clerk of Commission

Director of GEMA/HS or
Authorized Representative

Date