

RESOLUTION

NO. _____

A RESOLUTION APPROVING A MUTUAL AID AGREEMENT BETWEEN THE COLUMBUS FIRE AND EMS DEPARTMENT AND THE COLUMBUS AIRPORT COMMISSION FOR THE PROVISION OF EMERGENCY SERVICES.

NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES AS FOLLOWS:

This Council authorizes the Chief of the Department of Fire and Emergency Medical Services to enter into the attached Mutual Aid agreement with the Columbus Airport Commission.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 10th day of September 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen	voting	_____
Councilor Chambers	voting	_____
Councilor Cogle	voting	_____
Councilor Crabb	voting	_____
Councilor Davis	voting	_____
Councilor Hickey	voting	_____
Councilor Garrett	voting	_____
Councilor Huff	voting	_____
Councilor Thomas	voting	_____
Councilor Tucker	voting	_____

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the “Agreement”) is made and entered into this ____ day of August, 2024 by and between the Columbus Airport Commission (the “Commission”), a body corporate and politic, and the Columbus, Georgia, Fire and Emergency Medical Services (“CFEMS”) (each, a “Party” or collectively, the “Parties”).

RECITALS

The Commission operates the Columbus Airport, a commercial airport located in Columbus, Georgia (the “Airport”);

CFEMS is a department of Columbus, GA, a consolidated city-county government which provides Fire and Emergency Services through Columbus, GA/Muscogee County.

The Commission and CFEMS desire to memorialize the Parties’ mutual aid efforts to one another as it relates to emergency medical services.

AGREEMENT

Now, therefore, in consideration of the mutual promises and other good and valuable consideration in hand paid, the Parties hereby agree as follows:

1. Introduction and Purpose.

The purpose of this Agreement is to ensure the continuation of necessary emergency medical resources in the event a Party requests aid to assist in its provision of emergency fire and medical services. Such a request may seek the use of a Party’s equipment, employees, processes, consultation, and other services or property, or any combination of the above, and is not limited to this list of possible resources.

By way of more specific example, and not limitation, the Parties hereto may engage the other or others for the provision of employees, equipment, or property as related to fire and emergency medical services, and such other services, employees, or property as the parties shall agree to in writing part of this Agreement or in an Addendum or Exhibit to this Agreement.

Further, CFEMS serves as a first responder providing trauma and medical care, to include air carrier accident/incident response, arising from an assistance and/or 911 call from the Columbus Airport Public Safety and/or any 911 call for assistance with a reasonable response time.

In furtherance of this purpose, this Agreement provides a framework through which the Parties to this Agreement may assist one another in times of need. Each Party to this Agreement recognizes that it may need to call upon another party to assist in its own need to provide ongoing services, to respond to catastrophes, emergencies, natural disasters, or the

like. Each Party further recognizes that non-emergency and emergency cooperation remains in the long-term interests of the parties, and therefore enters into this Agreement to ensure a consistent, coordinated and timely response in providing mutual aid. By signing below, each Party agrees to be bound by all the terms contained herein.

2. DEFINITIONS

a. "Assistance" shall mean all acts of the Assisting Party conducted for or on behalf of a Requesting Party as related to the performance of services referenced in Section 1, including but not limited to travel to and from the site of the emergency, incurring of Expenses and all activities conducted from the time employees of Assisting Party begin travel to the site of the emergency until travel from the site of the emergency to the headquarters of Assisting Party is complete.

b. "Assisting Party" shall mean a Party which has determined to provide assistance as set forth in Section 3, below, and which actually provides Assistance to a Requesting Party. Employees of Assisting Party shall at all times during Assistance continue to be employees of Assisting Party and shall not be deemed to be employees of Requesting Party for any purpose.

c. "Expenses" shall include any material used in the Assistance process not provided by the Requesting Party, including but not limited to specialty fire retardant foam or medical devices and materials and other miscellaneous costs not specifically referenced and not provided by the Requesting Party.

d. "Excluded Expenses" shall mean all administrative and general, direct and indirect labor, and overhead expenses incurred by the Assisting Party.

e. "Requesting Party" shall mean a Party which requests Assistance from another Party.

3. REQUESTS FOR ASSISTANCE

To request Assistance, a Party shall contact the respective department heads of another Party to request assistance under this Agreement. In the event a department head is unavailable, the Requesting Party shall next contact the authorized person within each department chain of command. In the event the next in the chain of command is unavailable, the Requesting Party shall next contact any member of the requesting department to request assistance. The Parties expressly understand that a Party requested to provide assistance shall not be obligated to do so until authorized by the appropriate internal party, and the decision to do so shall be in the sole discretion of the Party to which the request has been made.

For purposes of this Agreement, the current department heads are as listed below. Should such department heads change, such Party shall notify the other Party in a reasonable amount of time.

Department Head for the Commission: Amber Clark
aclark@flycolumbusga.com
(706) 324-2449

Department Head for the City: Chief Scarpa
[email]
[phone]

Once a Party assumes the responsibilities of the Assisting Party, it shall be obligated to provide Assistance in accordance with this Agreement. Notwithstanding the foregoing, the Assisting Party shall retain the authority to instruct its employees to return to its headquarters or offices whenever management of Assisting Party deems it to be necessary or desirable. This Agreement is non-exclusive, and nothing in this Agreement shall be construed as prohibiting a Party from directly arranging for Assistance on its own with other municipalities, agencies, or organizations outside the parameters of this Agreement.

Notwithstanding the foregoing, should the Commission request the CFEMS's Assistance as it relates to trauma or medical care related to an air carrier accident or incident response or pursuant to a 911 call from the Airport or anyone on Airport property, then the City shall provide Assistance with a reasonable response time, and the City agrees that it shall be the first responder to such incidents unless demand requires that the 911 call be forwarded to a private ambulance company. In that case, CFEMS assumes no responsibility under this agreement with respect to the responding private ambulance company's response or charges made by the private ambulance company. .

4. OBLIGATIONS OF REQUESTING PARTY

In connection with emergency assistance, a Requesting Party shall have the following obligations with regard to the Assisting Party:

- a. To provide its best estimate of the type and amount of equipment needed, the number and types of employees requested, and the estimated duration of the Assistance;
- b. To provide the Assisting Party accurate directions to where Assisting Party employees will report for assignment, and the name, title and telephone number of the representative of Requesting Party that will direct employees of Assisting Party;
- c. To designate a person to work with each employee or group of employees of Assisting Party who is familiar with Requesting Party's systems or methods of work, and who has direct access to Requesting Party's computer networks or communication system, if applicable;
- d. To provide a description of the Requesting Party's systems or operational plan, applicable standard operating procedures, standing directives, and other useful

information, as applicable;

- e. To release all employees of Assisting Party once Assistance is no longer necessary or desirable provided that the Assisting Party is satisfied that the emergency situation has been adequately dealt with (unless such employees are earlier recalled by the Assisting Party);
- f. Promptly reimburse Expenses incurred by Assisting Party, but no later than forty-five days after receipt of an invoice; and
- g. If the requesting party is the Airport, it will maintain insurance in amounts and coverages typically maintained for such operations of similar size providing service in the state of Georgia, and as may be required by applicable law. Insurances shall include Commercial General Liability, Workers' Compensation/Employer's Liability, Automobile Liability, and such other coverages as may reasonably be requested by Assisting Party, which proof of such insurance shall be provided upon request by Assisting Party.

5. OBLIGATIONS OF ASSISTING PARTY

Assisting Party shall do the following:

- a. Maintain work records for its employees providing Assistance. At a minimum, the work records shall include the names of the Requesting Party and the Assisting Party, the names and job titles or classifications of all personnel from the Assisting Party who provided Assistance, the names or descriptions or identifying numbers of all equipment used by the Assisting Party, as well as the applicable rate for use of such equipment. In the absence of any adopted rates for the use of such equipment, the Assisting Party shall charge the municipal rates set forth under State of Georgia guidelines, if available, and in the absence of any State of Georgia guidelines, the Assisting Party shall charge the rates set forth in the FEMA Schedule of Equipment Rates.
- b. Assisting Party shall submit an invoice for Expenses to Requesting Party within thirty days after Assistance has been terminated. At a minimum, the invoice shall include the names of the Requesting Party and the Assisting Party, contact information for the Assisting Party, all time sheets associated with such assistance, all Expenses as defined in Section 2(d), and the date the invoice is due.
- c. Assisting Party shall adhere to its own applicable personnel policies or labor agreements in connection with its provision of Assistance hereunder.
- d. Assisting Party shall maintain insurance in amounts and coverages typically maintained for such operations of similar size in the State of Georgia and as may be required by applicable law, unless other amounts shall be agreed to.

Insurances shall include Commercial General Liability, Workers' Compensation/Employer's Liability, Automobile Liability, and such other coverages as may reasonably be requested by Requesting Party. Proof of such insurance shall be provided upon request by the Requesting Party.

6. JOINT RESPONSIBILITIES

It shall be the responsibility of each Participating Party to do the following:

- a. Identify potential hazards that could affect the Parties and their personnel;
- b. Conduct joint planning, intelligence sharing and threat assessment development, and conduct a joint meeting and training at least biennially (or as otherwise agreed by the Parties);
- c. Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, response and recovery activities of the Parties; and
- d. Adopt and put into practice a jointly-agreed standardized incident management system, as needed.

7. LIMITATIONS

A Party may withhold resources to the extent necessary to provide reasonable protection and services for its own jurisdiction, agency, or organization. In the event of a response hereunder, the Assisting Party's personnel shall continue to be under the command and control of the Assisting Party, to include standard operating procedures and medical protocols, but shall be under the Requesting Party's operational control. Assets and equipment of the Assisting Party shall remain under its ultimate control, but shall be under the Requesting Party's operational control during the time of any response hereunder.

8. TERM

This Agreement shall continue in force and effect for a period of one (1) year and shall automatically renew for up to four(4) additional one (1)-year periods until such time as one of the Parties withdraws its participation, upon no less than sixty (60) days' written notice.

9. INDEMNIFICATION

To the extent permitted by law, and except to the extent of Assisting Party's gross negligence or intentional misconduct, the Airport shall indemnify, defend and hold harmless the CFEMS, its officers, Commissioners, employees, contractors, and agents from and against any and all claims, demands, suits, liability, causes of action, fines, penalties, court costs, losses, damages and expenses ("Covered Losses"), including such claims asserted by

third parties, arising out of, or resulting from, occasioned by or in connection with the rendering of Assistance under this Agreement or the performance or non-performance of its obligations under this Agreement, on account of any damages, loss or destruction of property or personal injury, including death, to any person or persons, which result from facilitating or furnishing Assistance pursuant to this Agreement (“Covered Claims”). Under no circumstances shall either party be entitled to special, indirect, punitive, or consequential damages, lost profits, or business interruption damages whether in contract, tort, warranty, strict liability or otherwise.

For removal of doubt, payments in connection with workers' compensation or disability or pension benefits, or increases in such costs, whether due to increases in premiums as a result of a Claim or contributions, are not included in Covered Losses, and each Party's employees shall be construed as employees of the actual employer and not of the Requesting Party. Any claim for attorney's fees shall be excluded hereunder.

CFEMS shall promptly notify Airport in writing of any Covered Claim for which it seeks indemnification hereunder, and in no case, more than fifteen (15) days after it receives notice of such Covered Claim. Airport shall have no liability for failing to provide indemnification for any Claim for which it has not received notice. Notwithstanding the foregoing, the CFEMS shall have the right, at any times, to participate in or assume control of the defense of the Covered Claim with counsel of its choice, which counsel must be reasonably acceptable to Airport. Airport agrees to fully cooperate with CFEMS. If CFEMS assumes control of any third-party Covered Claim, Airport shall have the right to participate in the defense at its own expense. If CFEMS does not assume control or otherwise participate in the defense of the Covered Claim, CFEMS shall be bound by the results obtained by Requesting Party. If CFEMS assumes defense of a third party Covered Claim, then in no event shall Airport admit any liability with respect to, or settle, compromise or discharge, any such third-party Covered Claim without Indemnitee's prior written consent.

10. APPLICABLE LAW

This Agreement is adopted under the laws of the State of Georgia and shall be interpreted, governed by, and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws rules of another state.

11. SEVERABILITY

All the provisions of this Participation Agreement shall be considered as separate terms and Conditions. In the event that any provision hereof is determined to be invalid, prohibited, or unenforceable by a court or other body of competent jurisdiction, this Participation Agreement shall be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable. Notwithstanding the foregoing two sentences, in the event that any of the provisions of this Participation Agreement should be determined to be invalid, prohibited or unenforceable, the validity, legality and enforceability of the remaining provisions contained in this Participation Agreement shall not in any way be affected or impaired thereby.

12. ASSIGNMENT

Neither Party may assign its interest in this Agreement without the prior written consent of the other.

13. NO WAIVER

No failure to exercise, and no delay in exercising any right, power, or remedy hereunder or under any document delivered pursuant hereto shall impair any right, power, or remedy which the Parties hereto may have, nor shall any such delay be construed to be a waiver of any of such rights, powers, or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.

14. NOTICE

Any required notice or other communication to be given hereunder shall be in writing and mailed, certified with return receipt requested, or e-mailed, or sent by facsimile, or sent by nationally recognized overnight courier (e.g., Federal Express) to such party at the address or number set forth below:

Columbus Airport Commission
Attn: Chief of Public Safety
3250 W. Britt David Road
Columbus, Georgia 31901

Columbus Fire & EMS
Attn: Fire Chief
510 10th Street 2nd floor
Columbus, Georgia 31901

15. JOINT DRAFTING

The Parties agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.

16. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth.

17. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

18. AGREEMENT AND COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the parties to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of the Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages. By signing below, each Party agrees and acknowledges that the foregoing terms and conditions shall apply to any request and rendering of Assistance, as of the date written below. This Agreement supersedes any previous agreements.

Remainder of page intentionally left blank. Signatures appear on next page.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals as of the date set forth above.

Columbus Airport Commission

By: _____
Amber Clark, Airport Director

Attest: _____

Name: _____

Its: _____

Columbus Fire and EMS, a Department of Columbus, Georgia

By: _____
Chief Salvatore Scarpa