



Fulton County Board of Commissioners
Agenda Item Summary

18-0975

BOC Meeting Date
 12/19/2018

Requesting Agency
 Medical Examiner

Commission Districts Affected
 All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request for approval of Contract: Memorandum of Understanding between Fulton, Dekalb, Cobb counties and the Georgia Bureau of Investigation for mutual aid assistance between the Medical Examiners offices of those counties and that state agency.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Each of the Agencies maintains and staffs a Medical Examiner's Office for the purposes of providing autopsy and medical examiner's services, as provided by O.C.G.A. §§ 45-16-22 and 45-16-24. O.C.G.A. §§ 45-16-22 Medical examiners' inquiries -- Facilities, persons authorized to perform inquiries, payment of fees, jurisdiction, and clerical and secretarial assistance. O.C.G.A. §§ 45-16-24-Notification of suspicious or unusual deaths; court ordered medical examiner's inquiry; written report of inquiry.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People are safe

Is this a purchasing item?

No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: Memorandum of Understanding between Fulton, Dekalb, Cobb counties and the Georgia Bureau of Investigation for mutual aid assistance between the Medical Examiners offices of those counties and that state agency.

Community Impact: Each of the Agencies maintains and staffs a Medical Examiner's Office for the purposes of providing autopsy and medical examiner's services as provided by O.C.G.A. §§ 45-16-22 and 45-16-24.

Department Recommendation: The Agencies have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental assistance (to include personnel, equipment and facilities) in providing autopsy and medical examiner's services during such emergency situations by assigning some of their resources, equipment and/or personnel to the affected medical examiner as circumstances permit and in accordance with this Agreement

History of BOC Agenda Item: (Has this item previously been before the BOC? No

Contract & Compliance Information

(Provide Contractor and Subcontractor details.)

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

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Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value	.			
Total M/FBE Values	.			
Total Prime Value	.			
Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
No additional funding required				
Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>			

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: .	Previous Contracts: .		
Solicitation Number: .	Submitting Agency: Medical Examiner	Staff Contact: John Cross	Contact Phone: 404-613-4502

Description:.

FINANCIAL SUMMARY

Total Contract Value:	MBE/FBE Participation:
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: .	Amount: . %: .
TOTAL: .	Amount: . %: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: 01/01/2019	End Date: 12/31/2019
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Gorniak, Jan	Date: 12/12/2018
X	County Attorney:	Arrington, Michelle	Date: 12/12/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 12/12/2018

STATE OF GEORGIA

**AGREEMENT OF MUTUAL AID
FOR MEDICAL EXAMINER SERVICES**

THIS AGREEMENT OF MUTUAL AID FOR MEDICAL EXAMINER SERVICES

("Agreement") is made and entered into this ____ day of _____, 201__
("Effective Date") by and between COBB COUNTY, DEKALB COUNTY, FULTON COUNTY
and GEORGIA BUREAU OF INVESTIGATION ("GBI") (collectively, "the Agencies"), all
being political subdivisions of the State of Georgia.

WITNESSTH:

WHEREAS, each of the Agencies maintains and staffs a Medical Examiner's Office for
the purposes of providing autopsy and medical examiner's services, as provided by O.C.G.A. §§
45-16-22 and 45-16-24; and

WHEREAS, the Agencies acknowledge that certain natural or man-made occurrences
may result in emergencies that exceed the resources, equipment and/or personnel of an individual
medical examiner's office; and

WHEREAS, the Agencies have determined that it is to the mutual advantage and benefit
of each of the parties hereto that they render supplemental assistance (to include personnel,
equipment and facilities) in providing autopsy and medical examiner's services during such
emergency situations by assigning some of their resources, equipment and/or personnel to the
affected medical examiner as circumstances permit and in accordance with this Agreement; and

WHEREAS, it is the specific intent of this Agreement to safeguard the lives, persons and property of citizens during an emergency, effect prompt and efficient investigation of fatalities, properly identify and manage decedents' remains during such emergency, and promote the general health and welfare of the populace by enabling their medical examiners to provide additional resources, equipment and/or personnel as needed; and

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual aid for medical examiner services pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and Article IX, Section III, Paragraph 1 and O.C.G.A. § 36-69-1, et seq. – “The Georgia Mutual Aid Act”.

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

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall commence upon the Effective Date and shall continue until _____, 20__. This Agreement shall automatically be renewed by the parties each year thereafter unless and until such time as written notice from one or more of the parties of intention not to renew or notice of modification by is received by all other parties no later than ninety (90) days prior to the expiration of the term of this Agreement, but in no event to continue longer than fifty (50) years after the Effective Date.

ARTICLE 2 – MUTUAL AID

2.1 All parties agree that in the event of an emergency, they will respond to requests for assistance by the medical examiner in need with such personnel, equipment, facilities, or services as is, in the opinion of the aiding medical examiners, available for deployment.

2.2 In accordance with O.C.G.A. § 36-69-4, responding employees of any party shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

2.3 Each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate service of its own jurisdiction or personnel. In accordance with O.C.G.A. § 36-69-8, nothing contained in this Agreement shall be construed as creating a duty on the part of the parties to respond to a request for assistance, or to stay at the scene of a local emergency for any length of time.

2.4 It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the requesting agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the agency in need is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

2.5 Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the medical examiner in need to request assistance from an aiding medical examiner, that senior officer is hereby authorized to do so, under the terms of this mutual aid agreement.

2.6 The senior officers of the medical examiners providing aid are authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the medical examiner in need.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to assist the medical examiner in need.

2.7 At the emergency site, the most senior officer of the medical examiner requesting assistance who is present shall assume full responsibility and authority for medical examiner operations at the scene. Medical examiner personnel from the aiding agencies shall report to and shall work under the direction and supervision of the requesting agency and any incident command system or management structure implemented by said agency; provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the requesting agency, personnel shall only be required to respond to lawful orders.

ARTICLE 3 – COMPENSATION

No party under this Agreement will be required to pay any compensation to any other party under this agreement for services rendered pursuant to this Agreement. The mutual advantage and protection afforded by this Agreement is considered adequate compensation to all parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. Any expenses recoverable from third parties shall be equitably distributed among responding parties. Each party to this agreement shall comply with workers' compensation laws

of the State of Georgia without any cost to the other parties. Each party shall pay its own personnel without cost to the other parties.

ARTICLE 4 – THIRD PARTY BENEFICIARIES

This Agreement 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 any right of action whatsoever hereunder for any cause whatsoever.

ARTICLE 5 – LIABILITY

There shall be no liability imposed on any party or its personnel for failure to respond to request for aid. Every employee shall be deemed to be the employee and agent of his/her regular employer, and under no circumstance 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. Each party will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and each party agency will be responsible for bearing its own costs, damages, losses, expenses, and attorney's fees.

ARTICLE 6 – RELEASE OF CLAIMS

To the extent allowed by law, each of the parties agrees to release the other parties 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 7 – INJURIES TO PERSONNEL

Any damage or other compensation which is required to be paid to any employee by reason of any 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.

ARTICLE 8 – TERMINATION

Any party to this Agreement may terminate only that party's participation in the Agreement by giving not less than one hundred and eighty (180) days written notice to the other parties. Only that party's participation in the Agreement shall be terminated effective one hundred and eighty (180) days from the date of such written notice.

ARTICLE 9 –NOTICES

Any notice, request, demand, instruction or other communication to be given to any party hereunder, shall be in writing, and shall be deemed to be delivered (a) upon receipt, if delivered by facsimile or if hand delivered, (b) on the first business day after having been delivered to a national overnight air courier service, or (c) three (3) business days after deposit in registered or certified mail, return receipt requested, addressed as follows:

Notice to Cobb County should be forwarded to:

Dr. Christopher J. Gullede, Chief Medical Examiner
Cobb County Medical Examiner's Office
150 N. Marietta Pkwy NE
Marietta, GA 30060

Notice to DeKalb County should be forwarded to:

Pat Bailey, Director
DeKalb County Medical Examiner's Office
3550 Kensington Road
Decatur, GA 30032

Notice to Fulton County should be forwarded to:

Dr. Jan M. Gorniak
Chief Medical Examiner
Fulton County Medical Examiner's Office
430 Pryor Street
Atlanta, GA 30312

Notice to GBI should be forwarded to:

Dr. Jonathan Eisenstat, Chief Medical Examiner
Medical Examiner's Office
Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, GA 30034

ARTICLE 10 – MISCELLANEOUS

10.1 Entire Agreement.

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 all parties.

10.2 Severability.

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.

10.3 Governing Law.

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

10.4 Construction.

The parties hereto have participated jointly in the negotiation and/or drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by all parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties sent their hands and seals by their duly authorized representatives.

COBB COUNTY, GEORGIA:

By: _____
Michael H. Boyce
Chairman
Board of Commissioners

ATTEST:

Pamela Mabry
County Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

DR. CHRISTOPHER J. GULLEDGE
Chief Medical Examiner
Cobb County Medical Examiner's Office

DEBORAH DANCE
County Attorney

DEKALB COUNTY, GEORGIA

By: _____
MICHAEL THURMOND
Chief Executive Officer

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

PAT BAILEY
Director, DeKalb County Medical Examiner

NIKISHA L. MCDONALD
Senior Assistant County Attorney

FULTON COUNTY, GEORGIA

By: _____
ROBERT L. PITTS
Chairman
Fulton County Board of Commissioners

ATTEST:

JESSIE A. HARRIS, SR., DPA, MPA
Clerk to the Commission

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

JAN M. GORNIAK, D.O.
Chief Medical Examiner
Fulton County Medical Examiner's Office

ASHLEY PALMER
Senior Assistant County Attorney

GEORGIA BUREAU OF INVESTIGATION

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

JONATHAN EISENSTAT, MD
Chief Medical Examiner, GBI

VIRGINIA DAVIS
Attorney, Georgia Bureau of Investigation