

AUTOMATIC AID AGREEMENT

GORDON County, GEORGIA Fire Stations 8 and PICKENS COUNTY, GEORGIA Fire Station 6, Hinton VFD, a fire department of the State of Georgia, hereby enter into this automatic aid agreement in accord with the terms hereof:

WITNESSETH:

WHEREAS, GORDON County and PICKENS County maintain, staff and operate fire departments for fire suppression, protection, prevention, investigation and rescue services within the respective jurisdictions; of GORDON County and PICKENS County; and,

WHEREAS, GORDON County and PICKENS County desire to render supplemental fire related services to one another and to take part in joint training exercises for the mutual benefit of each; and,

WHEREAS, this Agreement memorializes the parties' understanding of the terms and conditions governing the provision of such supplemental fire services in accord with Article IX, Section II, Paragraph III of the Georgia Constitution and O.C.G.A. § 25-6-1, et seq.

NOW, THEREFORE, for and in consideration of the provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GORDON County and PICKENS County agree as follows:

- 1.a. Provision of Service. GORDON County shall provide automatic aid from Station 8 as follows: all portions of and cross streets of Hwy 53 West up to Davis Road West which lie inside PICKENS County.

- 2.a. PICKENS County shall provide automatic aid from Station 6, Hinton, as follows: all portions of and cross streets of Hwy 53 West up to Ryo Mountain Road. which lie inside Gordon County.

3. Limitation of Service. Upon receipt of an emergency call by either county's E911 dispatch center and when the determination is made that this call would require automatic aid from the departments covered in this agreement, the county receiving the call will notify the other county's E911 dispatch center by land line telephone to request that department be dispatched.

4. Supervision. Personnel furnished by the assisting fire department will work as long as possible under supervisors from such assisting fire department and with the assisting department's equipment. All general directions relative to the work will be given by the appropriate officers of the department receiving the Aid. The receiving department shall be responsible for providing gasoline, diesel, fuel, oil,

and other materials as needed for use of equipment at the scene of the emergency.

The assisting department shall furnish one supervising officer and/or safety officer with the assisting units. Upon arrival, the assisting fire department's officers shall report to the requesting fire department's incident commander and shall assist the incident commander with communications, command and control and shall be assigned an operational sector or, if appropriate, assume command. Personnel assisting shall be responsible for adherence to employee and equipment safety standards and compliance to instructions from command.

5. Employee Responsibility. For purposes of this agreement, every employee shall be deemed to be the employee and agent of such employee's regular employer. All damages or repairs to any equipment or apparatus shall be borne by the owner of such equipment.
6. Compensation. Neither party hereto shall be required to pay any compensation for providing Aid pursuant to the terms hereof, except as set forth herein. GORDON County and Pickens County shall comply with Workers Compensation Laws of the State of Georgia without any cost to the other party hereto. The only exception shall be the limited provision for fuel and other materials for use of equipment at the scene of the emergency. Any expense recovered from a third party shall be equitably distributed among the responding parties. Nothing contained herein shall operate to bar any recovery of funds from any state or federal agency under applicable statutes, rules and regulations.
7. Release of Claims. GORDON County and Pickens County agree to release one another from any and all liability, claim, judgment, costs or demand for damage to the other party's employees and/or property, except for any loss for which applicable liability insurance provides indemnity. Each party hereto agrees to maintain comprehensive liability insurance coverage of a minimum amount of \$300,000.00 and automobile liability coverage at a minimum amount of \$100,000.00. Additionally, the parties hereto agree that if a suit is filed against a party hereto, then the party whose actions are the alleged cause of the damage or injury shall indemnify and hold harmless the other party for liability and any litigation costs including attorneys' fees.
8. Third Parties. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of, or a special agreement to protect any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
9. Termination. The parties hereto acknowledge and agree that either party may terminate this Agreement by giving not less than 180 days written notice of the intent to terminate the Agreement. The effective date of termination shall be stated in the notice.

10. Administration. The parties hereto agree that the Fire Chief of each respective party shall share mutual responsibility for the purpose of administration of this Agreement, including the promulgation of necessary regulations, standards, policies or procedures.
11. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall be the sole instrument for the provision of any Aid by and between the parties hereto. This Agreement may only be modified or supplemented by written agreements approved by both parties. All previous contracts and agreements between these parties covering the subject matter set forth herein are expressly terminated.
12. Terms. The terms of this Agreement shall be renewed automatically each year unless 180 days written notice of termination is provided as set forth herein.

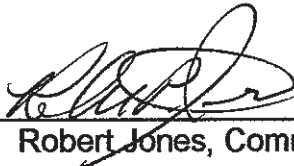
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on the day and year set forth herein.

ATTEST: GORDON COUNTY, GEORGIA

BY: _____
Becky Hood, Commission Chairman

DATE: _____, 2013

ATTEST: PICKENS COUNTY, GEORIGIA

Deborah E. Watson
Officer
By: 
Robert Jones, Commission Chairman

DATE: March 13, 2013