

Intergovernmental Agreement

Fire Service Delivery

“Automatic Aid”

THIS AGREEMENT is effective on _____ and is made between Whitfield County, Georgia, a political subdivision of the State of Georgia, and Gordon County, Georgia, a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, Whitfield County and Gordon County each maintain and staff a fire department of the purpose of fire suppression, protection, prevention, and first responder services; and,

WHEREAS, the parties of this Agreement are desirous of entering into an agreement concerning automatic fire service delivery between these entities; which is mutually beneficial to both entities; and,

WHEREAS, Automatic Aid is defined by National Fire Protection Association (NFPA) standard 1142 – 3.3.2 (2012) as *a plan developed between two or more fire departments for immediate joint response on first alarms.* and,

WHEREAS, this Agreement shall perpetuate the terms, conditions, and provisions of the joint cooperative agreement; and

WHEREAS, each governmental entity to this Agreement has approved and authorized the execution of this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises and benefits flowing between these parties, and other good and valuable considerations, the receipt and sufficiency is acknowledged and respectively by each party to this Agreement, they do agree as follows:

Article 1

This Agreement shall be as a joint service agreement, for the sharing of certain services for the safety, health, benefit and general welfare of all citizens of Whitfield and Gordon Counties in

Georgia. Therefore, Whitfield and Gordon County may enter into a joint operation and service agreement pursuant to the provisions of O.C.G.A. 36-69-1 et seq., and other respective sections of the Georgia law which authorizes such agreements between entities. Further, this Agreement shall be construed as an intergovernmental contract for services, entered into effective for ten (10) years, or the longest duration otherwise authorized by law; provided that is it not terminated pursuant to the provisions of Articles 8 hereof.

Article 2

The services to be provided by Whitfield County and Gordon County pursuant to this Agreement are as follows:

2.1 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Whitfield county Fire Chief and the Gordon County Fire chief. This shall be reviewed at a minimum of an annual basis and agreed upon by both parties. Any changes shall be provided to Whitfield 911 dispatch center, the Gordon County 911 dispatch center, and Geographic Information System (GIS) services for both Whitfield County and Gordon County. The GIS data shall be the data of record that defines said districts in digital data and the master printed map. A copy of this map bearing the signatures of each Fire Chief shall be maintained at each perspective department's headquarters and responding stations. "Exhibit A" shall be attached and shall reflect the automatic aid response areas, street location, and Interstate-75 response protocol at the time of execution of this document.

2.2 The level of automatic response shall be determined by each Fire Department's procedures for responding to emergency fire calls. Non-emergency calls shall not be part of this automatic aid agreement. Non-emergency alarms will be on a case by case basis as requested under a mutual aid format.

2.3 If a structure fire or alarm activation response is required, both departments shall be dispatched. The department providing automatic aid shall provide one station and the department receiving aid shall provide their standard response for such alarms.

Article 3 Communications

3.1 When dispatching apparatus to a location involving AUTOMATIC AID, the dispatcher will announce what AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

3.2 All on scene communications shall be done on a common channel/talk group that is accessible by all emergency fire responders on scene.

3.3 Common language shall be used defined by NFPA as clear text. No ten (10) codes shall be used. This common language/terminology shall also be a basis for and used during joint training.

3.4 Alarm assignments shall be coordinated with the Chief of both departments, the 9-1-1 Director of Whitfield County, and the 9-1-1 Director of Gordon County to ensure that proper protocol is maintained and to insure an orderly and professional response of emergency personnel and equipment.

Article 4 Supervision and Investigations

4.1 The supervision of all incidents shall be handled using the incident command system and components of the National Response Framework including the National Incident Management System as needed. All incidents by design shall have the ability to escalate or de-escalate seamlessly.

4.2 Incident Command shall be established by first arriving unit. Transfer of command shall be done as dictated by other arriving units, size of incident and jurisdiction of incident. Official transfer of command shall be face to face and acknowledge via fire ground communications. Department providing aid may maintain command if requested by department receiving aid, once receiving aid department places units and manpower on scene.

4.3 Origin and cause investigations for all fires shall be the responsibility of the department who has legal jurisdiction where the fire occurred in accordance to O.C.G.A. 25-2-12.6 and 25-3-1.

Article 5 Training

5.1 The parties shall participate in joint company training in accordance with requirements of Insurance Service Organization (ISO), Georgia Firefighters Standards and Training Council (GFSTC) and recommended practices of NFPA. This training is to insure standardization and philosophy to carry out the requirements of this agreement. Both departments shall jointly set dates for their joint automatic aid in November of each year for the following year.

Article 6 Compensation

6.1 In accordance with 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 pay 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 pay and reimburse 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 traveling and maintenance expenses of such employees 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: 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, accrued paid leave 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.

6.2 Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. 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.

6.3 Material costs, 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.

6.4 Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting party.

6.5 The assisting party shall maintain records and submit invoices for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

Article 7 Liability

7.1 There shall be no liability imposed on any part or its personnel for failure to respond for the purpose of extinguishing or controlling fire of other immediate response emergency.

7.2 Every employee shall be deemed the agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

7.3 Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

7.4 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 hereunder for any cause whatsoever.

Article 8 Terms of Agreement

8.1 This Agreement shall commence on the date of _____ pending approval of the Whitfield County Commissioner and the Gordon County Commission in an open meeting and will automatically renew on the anniversary of the effective date unless either party provides written notice to the other party of intent to withdraw from this Agreement. Notice of intent to withdraw or modify this Agreement shall be provided within ninety (90) days of the expiration of the term of this Agreement.

8.2 It is agreed by each of the parties that for the purpose of liaison and administration, the Whitfield County Fire Chief and the Gordon County Fire Chief shall be jointly responsible.

8.3 Either party to this agreement may terminate this Agreement by giving not less than ninety (90) days written notice to the other party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

8.4 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.

IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

Reviewed by and Submitted by for Approval

Date: _____

Gordon County Fire Chief

Date: 8-16-16

Edmund A. Boni

Whitfield County Fire Chief

This _____ day of _____, 2016

Signed, sealed, and delivered
in the presence of:

GORDON COUNTY, GEORGIA

NOTARY PUBLIC

Commission Chair

ATTEST: _____

Signed, sealed, and delivered
in the presence of:

WHITFIELD COUNTY, GEORGIA

Blanca Cardona

NOTARY PUBLIC

Mike Babb

Commission Chair

ATTEST: Carol Robert

