

## MEMORANDUM OF UNDERSTANDING

This Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Fairmount, Georgia governed by its City Council (“City”) and Gordon County, Georgia, governed by the Gordon County Board of Commissioners (“County”) who are collectively referred to as the “Parties”.

**Whereas**, the County provides fire protection to the City through the services of the Gordon County Fire Department;

**Whereas**, the City has purchased a vehicle (“vehicle”) for use in first responses to medical emergencies by a County paid per call volunteer where practical;

**Whereas**, the County will allow the employee to utilize the vehicle to respond to **medical** calls as a paid per call volunteer of the County where practical.

**Now Therefore**, in consideration of the mutual covenants contained herein and other valuable consideration, the Parties agree as follows:

1. There is no special duty imposed by this Agreement on either Party, or their respective agents and/or employees, to respond to emergency calls pursuant to this agreement.
2. Nothing in this Agreement shall be construed to create an employment or agency relationship between the agents and employees of the Parties and no agent or employee of a Party shall be deemed to be an employee or agent of the other Party because of any action or incident arising pursuant to this agreement.

3. All damages or repairs to the vehicle or equipment shall be the responsibility of the Party that owns the vehicle or equipment.
4. Nothing in this agreement shall be construed as a waiver of either Party's sovereign immunity, qualified immunity, official immunity or any other immunity, exemption from liability, or defenses available under law.
5. Each Party shall comply with the workers compensation laws of the State of Georgia without cost to the other Party.
6. Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other party. The paid per call volunteer will be paid by Gordon County and entitled to the usual compensation and workers compensation coverage as a paid per call volunteer when dispatched and responding to a call in that capacity.
7. Any damage or other compensation to be paid as a reason of an individual's performance under this agreement shall be the sole responsibility of the Party regularly employing the individual at the time of performance.
8. This agreement does not create any third party rights and no third party shall have any right of action hereunder for any cause whatsoever.
9. The City will maintain insurance coverage on its vehicle in a liability amount of at least one million dollars with approval from its insurance provider allowing the vehicle to be used according to the terms of this agreement.
10. County Policy OPS-21 shall be complied with at all times any paid volunteer is responding in a Vehicle not owned by Gordon County.

11. The City shall properly equip and maintain the vehicle with all necessary equipment, lights, sirens, radios and other equipment as may be required by law or regulation and obtain all certifications or permits for making the emergency medical responses contemplated herein.
12. This agreement may be cancelled on either party giving the other 90 days of written notice.

In witness whereof the Parties, through their duly authorized officers, have affixed their hands and seals on the date written above.

**CITY OF FAIRMOUNT, GEORGIA**

**GORDON COUNTY, GEORGIA**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**County Clerk**