

## Automatic Aid Agreement

This Automatic Aid Agreement is made and entered into by and between Dawson County, Georgia, by and through the Board of Commissioners of Dawson County, and Lumpkin County, Georgia, by and through the Board of Commissioners of Lumpkin County.

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution authorizes counties to provide fire protection and emergency rescue services; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes intergovernmental agreements for the provision of services; and

WHEREAS, O.C.G.A § 36-69-1, et seq., authorizes counties to enter into automatic aid agreements to cooperate with and render assistance extraterritorially to another county; and

WHEREAS, each party hereto maintains equipment and retains personnel trained to control fire and to provide fire prevention, emergency medical service, hazardous materials control, and/or other emergency support; and

WHEREAS, the facilities of each party are located in such a manner as to enable each party to render automatic assistance to the other.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties shall exchange fire and emergency services consisting of one Class A Pumper Engine and a chief officer in specific response areas that are identified within "Exhibit A," which is attached hereto and incorporated herein by reference.
2. Per established standard operations procedures each county's E-911 center should make the request for aid as soon as possible and in the most direct manner possible.
3. The assisting agency requested to render assistance to confront an emergency will furnish the fire and emergency services set forth herein if such action will not unreasonably diminish the assisting

agency's capacity to provide fire and emergency services within the assisting agency's jurisdiction. If assistance is not available, then the requesting agency will be so notified.

4. The authorized representative of the assisting agency may request information from the authorized representative of the requesting agency to confirm the emergency and to assess the assistance that shall be provided.

5. Each party shall designate its authorized representative within its jurisdiction.

6. In any emergency where assistance has been requested pursuant to this agreement, radio communications shall be established between the parties through use of the local public communication system if possible. Communications between dispatch centers will be via telephone.

7. The authorized representative of the requesting agency shall specify the staging area.

8. The incident commander of the requesting agency at the scene of the emergency to which the response is made shall be in command of the operation upon arrival under which the equipment and personnel sent by the assisting agency shall serve. However, the responding equipment and personnel shall take command if first arriving to the emergency and shall be under the immediate supervision of the officer from the assisting agency in charge of the responding equipment and personnel.

9. Joint training exercises shall be conducted semi-annually at a minimum. The training exercises will be coordinated and observed by the respective department chiefs to maintain coordination in firefighting procedures, dispatching and communications. The following topics may be utilized to establish training parameters: apparatus familiarization, coordination of Engine Companies, equipment/minor tools, incident command system, communications manual of procedures, and tactics.

#### **Powers and Duties**

In accordance with O.C.G.A. § 36-69-4, whenever employees of any assisting agency are rendering aid pursuant to this agreement outside the county where such employees are employed, such

employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the county in which they are normally employed.

#### **Expenses**

In accordance with O.C.G.A. § 36-69-5, each agency agrees not to seek from the other agency compensation for services rendered under this agreement. Each agency shall at all times be responsible to its own employees for the payment of wages and other compensation, for carrying workers' compensation insurance for its employees, and for all expenses incidental and occurring during the period of assistance; and each agency shall be responsible for its own equipment and shall bear the risk of loss thereto, whether personnel and equipment are being used within or outside the area of primary responsibility of that agency.

#### **Applicability of Privileges, Immunities, Exemptions and Benefits**

In accordance with O.C.G.A. § 36-69-6, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of such employees of the assisting agency when performing duties and functions within their jurisdiction shall apply to such employees while engaged in the performance of duties and functions extraterritorially pursuant to this agreement. This article shall apply with equal effect to paid, volunteer, and auxiliary employees.

#### **Liability**

In accordance with O.C.G.A. § 36-69-7, neither the requesting agency nor the political subdivision in which the requesting agency is located shall be liable for any acts or omissions of employees of the assisting agency rendering assistance extraterritorially. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any act or

omission of the party's employees relating to the performance of this agreement. This Agreement shall not be construed or deemed to be for the benefit of any third party, and no third party shall have a right of action hereunder for any cause whatsoever.

#### **Insurance**

Each party shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its employees, equipment, vehicles, and property, including but not limited to general liability insurance, workers' compensation, unemployment insurance, automobile liability, public officials liability and property damage.

#### **Severability**

If one or more of the provisions contained in this agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect then, such invalidity, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **Termination**

The agreement shall remain in full force and effect until December 31, 2015.

#### **Automatic Renewal**

This agreement shall renew automatically for additional terms of 2 calendar years unless a party serves thirty (30) days written notice upon the other party of the intent to not renew this agreement.

#### **Effective Date**

This agreement shall become effective on the 15<sup>th</sup> day of January, 2015.

Approved this 15<sup>th</sup> day of January, 2015.



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Mike Berg, Commission Chairman  
Dawson County, Georgia



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Danielle Yarbrough, Clerk  
Dawson County, Georgia

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Chris Dockery, Commission Chairman  
Lumpkin County, Georgia

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Kathleen Walker, Clerk  
Lumpkin County, Georgia