

INTERGOVERNMENTAL AGREEMENT
FOR
AUTOMATIC AID FOR FIRE SERVICES AND FIRST RESPONSE

This Agreement (hereinafter the “Agreement”) is made and entered into this _____ day of _____, 2020 by and between the City of Dalton, Georgia, a Georgia municipal corporation, and Whitfield County, Georgia, a political subdivision of the State of Georgia, (which are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the City of Dalton and Whitfield County are contiguous jurisdictions; and

WHEREAS, the City of Dalton and Whitfield County each maintain and staff a fire department for the purpose of fire prevention, fire suppression, emergency medical response, hazardous materials response, technical rescue, and support services; and

WHEREAS, the City of Dalton and Whitfield County have determined that it is to their, and the citizens of each local government, mutual advantage and benefit to render supplemental fire prevention, fire suppression, emergency medical response, hazardous materials response, technical rescue, and/or support assistance to the other Party in the event of a fire, medical emergency, hazardous material release, or technical rescue incident or other local emergency, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for Automatic Aid and First Response pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A § 36-69-1, et. seq., “The Georgia Mutual Aid Act.”

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE I - AUTOMATIC AID AND FIRST RESPONSE

Paragraph 1.0 The Parties have established mutually beneficial response areas which exists within and up to certain feasible boundary limits as designated and agreed upon by Whitfield County Fire Chief and the City of Dalton Fire Chief. Said agreed upon bounds are attached and incorporated into the Agreement as Appendix A. This area will hereinafter be referred to as the “response areas.” These response areas may be changed to reflect additions or deletions with the written approval of both Parties. The governing authorities of each Party hereby authorize their respective Fire Chiefs to mutually designate by addition or deletion the applicable response areas.

Paragraph 1.1 The level of Automatic Aid to be provided shall be determined at a level mutually agreed upon by the City of Dalton Fire Chief, or designee, and the Whitfield County Fire Chief, or designee. Upon approval from the Fire Chief or designee providing aid, the Party providing Automatic Aid shall determine the actual amount of equipment and staff it will supply or make available for each incident type, based upon the available personnel, equipment and local conditions at the time of the emergency, taking into consideration those resources necessary to meet the current or anticipated needs of the that Party's own political subdivision to remain in compliance with such Party's policy, rule or law.

Paragraph 1.2 The dispatchers for the Parties will dispatch his/her department's pre-assigned apparatus simultaneously. When dispatching apparatus to a location involving the use of Automatic Aid, each Party's dispatcher will make the other Party and responding personnel aware that the response involves Automatic Aid.

Paragraph 1.3 Personnel who are furnished will work under their own supervisors and with their own equipment to the extent possible.

Paragraph 1.4 All general direction relative to the work will be given by the appropriate personnel of the Party receiving the aid. [The assisting Party's personnel will continue under the command and control of their own supervisors, but will be under the operational control of the requesting Party unless the assisting Party approves an alternative.]

Paragraph 1.5 It is further agreed that, to the extent necessary as determined and agreed upon by the Fire Chiefs for each Party, the Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy.

ARTICLE II – LIABILITY

Paragraph 2.0 There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

Paragraph 2.1 For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.

Paragraph 2.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed to the Party providing aid in proportion to the level of actual involvement incurred while providing automatic aid.

Paragraph 2.3 Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE III – COMPENSATION

Paragraph 3.0 Except as provided for in Paragraph 2.2 above, no Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 3.1 The mutual advantage and protection afforded by this Agreement is considered adequate consideration to both Parties.

Paragraph 3.2 Each Party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.

Paragraph 3.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

ARTICLE IV - RELEASE OF CLAIMS

Paragraph 4.0 Except as provided for in Paragraph 2.2 above, and to the extent allowed by law, each of the Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other Party during the provision of service pursuant to this Agreement.

ARTICLE V - INJURIES TO PERSONNEL

Paragraph 5.0 Any damage or other compensation which is required to be paid to any fire department employee by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

ARTICLE VI - NO BENEFIT TO THIRD PARTIES

Paragraph 6.0 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 VII - TERM OF AGREEMENT

Paragraph 7.0 This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue for a period of 5 years until December 31 of the fifth calendar year. The Fire Chiefs of the Parties shall review this Agreement annually. The Agreement shall be renewed every 5 years by the Parties until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

Paragraph 7.1 Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no 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.

ARTICLE VIII - STANDBY OF EQUIPMENT

Paragraph 8.0 Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own fire department.

ARTICLE IX – ADMINISTRATION

Paragraph 9.0 It is agreed by each of the Parties that for the purpose of liaison and administration, the City of Dalton Fire Chief and the Whitfield County Fire Chief shall be jointly responsible.

ARTICLE X – CONSTRUCTION

Paragraph 10.0 Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other automatic aid agreement as specifically provided by the laws of the State of Georgia.

ARTICLE XI - ENTIRE AGREEMENT

Paragraph 11.0 This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 11.1 This Agreement shall be the sole instrument for the provision of automatic aid for emergency services between the Parties.

ARTICLE XII - SEVERABILITY OF TERMS

Paragraph 12.0 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.

ARTICLE XIII - GOVERNING LAW

Paragraph 13.0 This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

CITY OF DALTON, GEORGIA

WHITFIELD COUNTY, GEORGIA

Mayor, City of Dalton

Chairman, Whitfield County BOC

Fire Chief, City of Dalton

Fire Chief, Whitfield County

Attest:

Attest:

Clerk, City of Dalton

Clerk, Whitfield County

APPROVED AS TO FORM:

City Attorney, City of Dalton

County Attorney, Whitfield County

APPENDIX A

Response Areas

City of Dalton providing aid to Whitfield County

Station 1

Cleo Way
Covie Dr
Hickory St
Lida St
Walston Ave
Whitehouse Ct

Station 2

Any incidents along Walnut Ave. between Thornton Ave and the traffic light in front of Wal-Mart at 2545 E Walnut Ave.

Station 3

100-1352 Haigmill Lake Rd
1500-1900 Crow Valley Rd
Broadrick Dr
Drake Rd
King Rd
Mallard Rd
Old Haigmill Rd
Shiloh Way
I- 75 Northbound and Southbound from Exit 336-341, and 336 Southbound to 333 Chattanooga Rd/North Bypass
From Old Chattanooga/Chattanooga Rd intersection (just north of the Rocky Face Post Office) to Cleveland Hwy/Hwy 71

Station 4

Brier Dr
Brook Way
Brookview Dr
Brookview Ln
Cascade Way
Courtland Dr
Courtland Ln
Dug Gap Rd (1300 - 2032)
Eagle Point Dr
East Brookhaven Cir
East Dug Gap Mtn Rd
Forest Ln
Harris Dr

Station 4 (cont.)

Hemlock St Holland Ave
I -75 Southbound Exit 333 -328 I-75
Northbound Exit 328-336 Jackson Ave
Katlau Dr
Lacey Ln
Laurel Ln
Market St (Outlet Mall)
Mineral Springs Rd
Mountain Brook Dr
Pearson Dr
Prospect Way
S. Tibbs Rd
Shields Rd
Sourwood Dr
Southcrest Dr
Valleybrook Dr
Villa Way
Wabash Dr
West Brookhaven Cir
West Dug Gap Mtn Rd
Wildwood Lane
Wisteria Dr
Wren Way

Station 5

North Bypass / 52 Connector
From Cleveland Hwy/Hwy 71 to East Walnut Ave on the Bypass
3201N Bypass – Engineered Floors distribution center

Whitfield County providing aid to City of Dalton

Station 1

Centennial Pkwy
Autumn Ct
Sienna Dr
Thistle Dr
Goldenrod Ln
Periwinkle Way
Heather Way
Roberts Dr
Pleasant Grove Dr NE
Dawnville Rd

Station 8

Airport Rd
Airport Rd SE
Frye Rd
Parker Rd
Gaines Rd SE

Station 9

Millstone Cir
Quantum Way
N. Goose Hill Rd
S. Wildberry Rd
Wildberry Rd
S. Goose Hill Rd
Woods Pt
Stoney Run
Pintail Cir
W. Bucks Bluff
Overlook Trl
Mill Creek Rd SW
Old Crider Rd

*For incidents that are typically single unit responses (e.g., medical incidents), dispatch will send the closest station only, unless that unit is not available. When the closest unit is unavailable, the responsible department will be dispatched according to regular alarm assignments. Incidents on Interstate 75 are excluded from this disclaimer.