

**Mutual Aid Agreement
Between
Lamar County Fire & Rescue
and
Wellstar Spalding Regional Hospital EMS**

WHEREAS, the safety of the citizens of the State of Georgia is of the utmost importance to all levels of state and local government;

WHEREAS, the Jurisdictions of Lamar County and Wellstar Spalding Regional Hospital EMS in Spalding County seek to enter a Mutual Aid Agreement in order to provide for the sharing of resources, personnel, and equipment in the event of a local disaster or other emergency;

WHEREAS, the State of Georgia and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the Constitution of the State of Georgia, municipalities are allowed to enter into a mutual aid agreement, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services during a natural or human-made disaster and/or other emergency; now

THEREFORE, the parties agree as follows:

1.

PROVISION OF AID AND ASSISTANCE

Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party's foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.

2.

PROCEDURES FOR REQUESTING ASSISTANCE

Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party through the emergency dispatch center. Such request must indicate that it is made pursuant to this Agreement.

3.

AUTOMATIC AND RESPONSE DISTRICT

The parties agree to establish a mutually beneficial “response district” within and upon boundary limits as designated and agreed upon by both Parties. The boundary limits of the response district may be changed from time to time to reflect additions or deletions of the response district as may be mutually agreed upon by the Parties.

4.

DESIGNATION OF AUTHORIZED REPRESENTATIVE

Each party to this Agreement shall designate an Authorized Representative. The Shift Supervisor for the responding emergency medical service in Lamar County will be responsible for immediate decisions regarding individual mutual aid medical or trauma responses. For any emergency situation that will require a large-scale incident, the Fire Chief of operations for Lamar County Fire & Rescue EMS will be involved in the response decisions, based on availability of resources.

5.

SUPERVISION AND CONTROL

Supervision and Control- The Provider shall designate supervisory personnel among its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider’s personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider’s supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider’s supervisory personnel and Recipient. Both Parties agree that there is an inherent need for accountability of all personnel responding to an incident within the response district. Each Party agrees that it will be the responsible for their own respective employees.

6.

TERM, RENEWAL, AND TERMINATION

Term, Renewal, and Termination- This Agreement is intended to be an annual Agreement that will automatically renew each year unless either Party provides the other party a sixty (60) day’s prior written notice of its intent to not renew this Agreement.

Either Party may terminate this Agreement, with or without cause, upon providing the other Party sixty (60) days prior written notice of the termination intent.

7.

ENTIRE AGREEMENT AND REVISIONS

Entire Agreement and Revisions- This Agreement constitutes the entire agreement of the Parties and supersedes any prior mutual aid agreements between the parties. This Agreement may be revised or amended from time to time by the mutual agreement of both Parties.

In witness whereof, the Parties hereto have executed this Mutual Aid Agreement as follows:

For LAMAR COUNTY

For Wellstar Spalding Regional Hospital EMS

Date: _____

Date: _____

Charles Glass
By (Printed name)

By (Printed name)

Signature

Signature

Chairman, Lamar County Board of Commissioners
Title

Title

Address: 408 Thomaston Street
Barnesville, GA 30204

Address: 601 S. 8th Street
Griffin, GA 30224