



CLARKS HILL, SC VOLUNTEER FIRE DEPARTMENT AND COLUMBIA COUNTY, GEORGIA MUTUAL AID AGREEMENT

This AGREEMENT, made as of June 6, 2023 by and between **Clarks Hill, SC Volunteer Fire Department**, a volunteer fire department in the State of South Carolina, acting by and through its duly elected Board of Directors (hereinafter referred to as "Clarks Hill Volunteer Fire Department") and **COLUMBIA COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter "Columbia County"). The Clarks Hill Volunteer Fire Department and Columbia County are each sometimes referred to herein as a "Party" to this Agreement and may be jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, the area served by the Clarks Hill, SC Volunteer Fire Department and Columbia County have certain contiguous boundaries; and

WHEREAS, the Clarks Hill, SC Volunteer Fire Department and Columbia County each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies; and

WHEREAS, the Clarks Hill, SC Volunteer Fire Department and Columbia County have determined that it is to the mutual advantage and benefit of each Party that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies to the other Party in the event of a fire or other local emergency, and that the Parties take part in joint training exercises, and

WHEREAS, it is the desire of the Parties to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq. and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

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

1. MUTUAL AID:

- a) The generally available level of mutual aid shall be as agreed upon by the Clarks Hill Volunteer Fire Department Fire Chief (the "Clarks Hill Fire Chief") and the Columbia County Fire Rescue Chief (the Columbia County Fire Chief"). The party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency.
- b) Aid actually furnished may be recalled at the discretion of the Clarks Hill Fire Chief or the County Chief as the case may be or by the designee of the Fire Chief of the Party furnishing the aid.
- c) The Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Clarks Hill Fire Chief and the Columbia County Fire Chief.

2. AUTOMAIC AID:

- a) The Parties agree to establish a response district within the Furey Plantation Subdivision, McCormick County, SC and agreed upon by the Clark Hill Volunteer Fire Chief, the Columbia County Fire Chief, the Clark Hill Volunteer Fire Department and the Columbia County Board of Commissioners.
- b) All calls for structural fires within the Furey Plantation Subdivision, McCormick County, SC shall result in an automatic response from both the Clarks Hill Volunteer Fire Department and Columbia County Fire Rescue.
- c) To accomplish this, each Communications Center shall dispatch their department's units and then immediately notify the other department's communications center.
- d) This automatic aid clause shall be in effect 24 hours a day, seven days a week.

**3. SUPERVISION:**

- a) The Parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each Party shall designate and dispatch a Chief Officer. The Chief Officer of the furnishing Party shall coordinate resources of the furnishing Party and shall report to the Chief Officer of the receiving Party.
- b) When the furnishing Party's Chief Officer arrives before the Chief Officer of the receiving Party, that officer shall coordinate and give general directions as to the work to be done. This Officer will be in command until properly relieved by the Chief Officer of the Party receiving aid.
- c) Personnel from the furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph 1(a) above.
- d) The appropriate officers of the receiving Party will give direction regarding work to the Chief Officer of the furnishing Party except as provided in Paragraph 2(a) above.
- e) Each Party agrees that it will be responsible to provide any backup coverage necessary for its own operations.
- f) The receiving Party will be responsible for providing gasoline, diesel fuel, oil and other material as needed for use of equipment at the scene of the incident or in the alternative, may submit payment to the furnishing Party for such materials provided by the furnishing Party.

4. LIABILITY:

- a) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an incident within the jurisdiction of the receiving Party. The Fire Chief of the Party being asked to furnish aid shall have the sole discretion to determine if such aid shall be furnished to the other Party.
- b) There shall be no liability imposed on any Party or its personnel for failure to respond to any incident pursuant to this Agreement.
- c) No employee or volunteer of a Party shall be deemed to be an employee, volunteer or agent of the other Party because of any action or incident arising pursuant to this Agreement.
- d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- e) Any damage or other compensation which is required to be paid to any employee or volunteer by reason of an injury occurring while providing services pursuant to this Agreement shall be the sole responsibility of the Party for whom such injured person is serving as an employee or volunteer.

5. CONSIDERATION AND COMPENSATION:

- a) No Party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.
- b) The mutual advantage and protection afforded by this Agreement is adequate consideration to each Party.
- c) Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.
- d) Each party shall pay its own personnel and other costs without cost to the other Party except as provided in Paragraph 2(f) of this Agreement.

6. RELEASE OF CLAIMS:

Each Party agrees to release the other Party from any and all liability, claims, judgments, costs, or demands for damage to its Property or for personal injury to its personnel, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other Party during the provision of service pursuant to



this Agreement.

7. THIRD-PARTY BENEFICIARIES:

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third- party or parties, and no third-parties shall have any right of action hereunder for any cause whatsoever.

8. TERM OF AGREEMENT:

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2028. Nothing contained herein shall diminish each parties right to terminate this Agreement otherwise provided for in this Agreement. This Agreement may be unilaterally terminated by either Party upon sixty (60) days prior written notice to the other Party.

9. STANDBY OF EQUIPMENT - MUTUAL AID:

- a) Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the back-up coverage necessary for its own operation.
- b) In the event that a receiving Party has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving Party may request aid to cover vacant areas by locating personnel or equipment of the furnishing Party in the receiving Party's jurisdiction.

10. ENTIRE AGREEMENT:

- a) This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by an amendment to this Agreement or a subsequent signed written agreement.
- b) This Agreement shall be the sole agreement for the provision of emergency fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies between the Parties.

11. SEVERABILITY OF TERMS:

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.

12. GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the State of Georgia.

13. CONSTRUCTION:

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the Georgia Mutual Aid Act.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of June 6, 2023.

COLUMBIA COUNTY, GEORGIA

CLARKS HILL VOLUNTEER FIRE DEPARTMENT

DocuSigned by:

Douglas R. Duncan, Jr.

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Douglas R. Duncan, Jr., Chairman
Columbia County Board of Commissioners

DocuSigned by:

William Ryan

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William B. Ryan, Jr., Chief
Clarks Hill, SC VFD Board of Directors
Clarks Hill, SC Volunteer Fire Department

DocuSigned by:

Jeremy Wallen

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Jeremy N. Wallen, Fire Chief
Columbia County Fire Rescue

Date: 06/06/2023

ATTEST:

DocuSigned by:

Patrice Crawley

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Patrice Crawley, County Clerk
Columbia County Board of Commissioners

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