

State of South Carolina }
County of Darlington }
County of Chesterfield }
City of Hartsville }

MUTUAL AID AGREEMENT

WHEREAS, the City of Hartsville, Darlington County, South Carolina wishes to encourage the continuation of reciprocal fire mutual aid agreements with other fire services adjacent to, or in close proximity to, the legal boundaries of the Hartsville Fire Department, and

WHEREAS, the Hartsville Fire Department and the Alligator Fire Department, Chesterfield County, South Carolina, have determined that it is in their mutual interest to establish a reciprocal fire mutual aid agreement, thus increasing the availability of firefighting and other emergency resources in portions of the respective service areas.

NOW, therefore it is agreed that the Hartsville Fire Department and Alligator Fire Department shall provide reciprocal mutual aid in the fire and other emergency service, subject to the following provisions:

1. When it becomes necessary for either party to this agreement to make a request for assistance from the agreeing party, such request shall note the resources, which are needed to respond from the agreeing party, and the location to which they are to respond. Such request for assistance shall be made directly to the Darlington County or Chesterfield County 911 Communications Center. An authorized representative of the responding party shall approve the request for and, the response of equipment and/or additional staffing. An authorized Representative shall be defined as any representative designated by the Chief of the City of Hartsville Fire Department of Darlington County, or the Alligator Fire Department of Chesterfield County in order to carry out the provisions of this agreement.
2. The responding agency shall report to the Incident Commander of the requesting agency at the location to which they are requested, and all responding resources of the responding party shall be under the exclusive control of the Incident Commander of the requesting party upon entry into the requesting party's municipality or political subdivision and, shall act as agent solely of the requesting party, for the duration of the incident or until such time as the said resources are released by the requesting party for return to their respective area. Notwithstanding, the foregoing, the parties shall retain the right to recall their respective resources at any time without notice.
3. The rendering of assistance by a responding party under the terms of this agreement shall be voluntary and solely at the discretion of the responding party. The inability of a

responding party to render aid shall in no case give rise to liability of the responding party to the requesting party or any third person for damages as a result of such inability.

4. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance or non-performance of this agreement.
5. The rendering of this agreement shall be without compensation and at no cost to the responding party, unless otherwise specified in other agreements, contracts, ordinances, or laws. This agreement may be further defined by written standard operating procedures agreed upon by the Fire Chiefs of both jurisdictions, provided that the intent of this agreement shall not be changed by such procedures. This agreement replaces and renders void any prior mutual aid agreements between the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals to this agreement as of the ____ day of _____, 20__.

Approved:

For City of Hartsville, Darlington County, South Carolina

By: _____ Date: ____/____/____
Natalie M. Zeigler, City Manager

By: _____ Date: ____/____/____
Jeff Burr, Fire Chief

Attest: _____
Sherron L. Skipper, City Clerk

Approved:

For Alligator Fire Department, Chesterfield County, South Carolina

By: _____ Date: ____/____/____

By: _____ Date: ____/____/____

Witness: _____