

# AUGUSTA, GEORGIA, AND HARLEM, GEORGIA

## MUTUAL AID AGREEMENT

This Agreement, (the "Agreement"), made as of this 24 day of June, 2024 (the "Effective Date") by and between **AUGUSTA, GEORGIA**, the consolidated government of Richmond County and the City of Augusta and a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "AUGUSTA") and **HARLEM, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected City Council (hereinafter referred to as "Harlem"). Augusta and the City of Harlem are each sometimes referred to herein as a "Party" to this Agreement and may be jointly referred to as the "Parties".

### WITNESSETH:

**WHEREAS**, Augusta and Harlem have certain contiguous boundaries; and

**WHEREAS**, Augusta and Harlem 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**, Augusta and Harlem 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 X, 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 Fire Chief of Augusta (the "Augusta Fire Chief") and the Fire Chief of Harlem (the "Harlem 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 Augusta Fire Chief or the Harlem Fire 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 Augusta Fire Chief and the City of Harlem Fire Chief.

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#### **2. 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 Chief Officer of the furnishing Party will be in command until properly relieved by the Chief Officer of the receiving Party.
- c) Personnel from the Furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph (a) above.
- d) The appropriate officers of the receiving Party will give directions 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 the alternative, may submit payment to the furnishing Party for such materials provided by the furnishing Party.

#### **3. 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.

#### **4. CONSIDERATION AND COMPENSATION.**

- a) No Party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.

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- 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 3(e) of this Agreement.

#### **5. 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 the other Party during the provision of service pursuant to this Agreement.

#### **6. 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.

#### **7. TERM OF AGREEMENT.**

Unless otherwise extended or shortened in writing by all parties, this Agreement shall expire five (5) years from the Effective Date of this Agreement. In no event shall this Agreement extend for more than five (5) years from the Effective Date of this Agreement. This Agreement may be unilaterally terminated by either Party upon sixty (60) days prior written notice to the other Party.

#### **8. STANDBY OF EQUIPMENT - MUTUAL AID.**

- a) Each Party agrees and acknowledges that it will be the responsibility of each Party to provide 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.

#### **9. 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.

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b) This Agreement shall be the sole instrument for the provision of emergency fire suppression, protection, prevention and rescue and emergency medical assistance and response to other local emergencies between the Parties.

**10. 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.

**11. GOVERNING LAW.**

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

**12. 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.

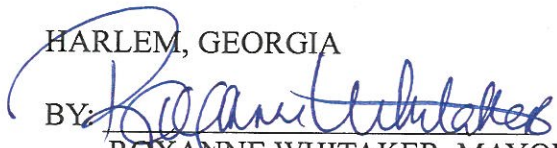
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their duly authorized officers.

AUGUSTA, GEORGIA

BY: \_\_\_\_\_  
GARNETT L. JOHNSON, MAYOR  
AUGUSTA, GA

Attest: \_\_\_\_\_  
LENA J. BONNER, CLERK OF THE  
BOARD OF COMMISSIONER'S

HARLEM, GEORGIA

BY:   
ROXANNE WHITAKER, MAYOR  
HARLEM, GA

Attest:   
LEONA H. HOLLEY, CITY CLERK