

**AGREEMENT OF AUTOMATIC AND MUTUAL AID**  
Effingham County Fire Rescue and Rincon Fire Department

This agreement (referred to herein as "Agreement") is entered into by and between Effingham County Fire Rescue (ECFR), under the authority of the Effingham County Board of Commissioners, a political subdivision of the State of Georgia, acting by and through its duly elected Chairman and Commissioners, and Rincon Fire Department (RFD), under the authority of the Rincon City Council, a political subdivision of the State of Georgia acting by and through its duly elected Mayor and Councilmembers (the parties collectively referred to herein as the "Parties.")

**WITNESSETH:**

WHEREAS, Effingham County and the City of Rincon are contiguous;

WHEREAS, Effingham County and Rincon each maintain and staff a fire department for fire prevention, fire suppression, emergency medical, hazardous material, technical rescue, and support services;

WHEREAS, Effingham County and Rincon have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental fire suppression, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for both Automatic and Mutual Aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 3, 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 1: AUTOMATIC AND MUTUAL AID**

The Parties shall establish a mutually beneficial response district (referred to herein as the "Automatic Aid Response District") which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the Effingham County Fire Rescue Chief and Rincon Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by both the Effingham County Fire Rescue Chief and the Rincon Fire Chief.

Subsequently, that document shall be attached and incorporated into this Agreement as "Addendum A." The Response District may be changed to reflect additions or deletions of response areas with the written approval of both parties.

In the event of a fire emergency in the Automatic Aid Response District, ECFR and RFD shall furnish such fire resources as defined in addendum B to cope with the fire emergency, but subject to the limitations herein as set forth in this Agreement.

The level of Automatic Aid shall exist at a level mutually agreed upon by the Effingham County Fire Rescue Chief and the Rincon Fire Chief. Said agreement shall be written and signed by the Effingham County Fire Rescue Chief and Rincon Fire Chief. Subsequently, the document shall be attached to this Agreement as Addendum B.

In the event of an emergency not initially dispatched as part of the Automatic Aid portion of this Agreement, either Party may request mutual aid from the other, with the same terms of this Agreement.

It is further agreed that the Fire Chiefs of both Effingham County and Rincon, or their designees, will ensure training is scheduled between Effingham County Fire Rescue and Rincon Fire Department annually. This will insure the operational efficiency of this automatic aid agreement.

## **ARTICLE 2: LIABILITY**

There is no special duty imposed by this Agreement on either Party and/or its respective personnel to respond to fire, rescue, or any other calls and/or requests pursuant to this Agreement as per O.C.G.A. 25-6-5-(a) and other applicable laws.

No employee of a Party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant to this Agreement, as per O.C.G.A. 25-6-5-(b) and other applicable laws.

All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A. 25-6-5-(c) and other applicable laws.

Equipment, personnel, and/or services provided pursuant to the Agreement as Automatic Aid, for periods or durations not exceeding 24 hours, shall be provided at no charge to the party requesting aid, unless an expendable item such as foam was provided. These expendable items shall be replaced by the party requesting aid. However, any expenses recoverable from third Parties shall be equitably distributed among responding parties.

Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statute, regulation or law.

## **ARTICLE 3: CONSIDERATIONS**

No party under this Agreement will be required to pay any compensation to any other party under this Agreement for services rendered pursuant to this Agreement.

It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties for services rendered pursuant to this Agreement.

Each party to this Agreement shall comply with the Workers Compensation laws of the State of Georgia at no cost to the other party.

Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

## **ARTICLE 4: RELEASE OF CLAIMS**

Each Party agrees to release the other party from all liabilities, claims, judgements, costs, or demands for damage to its own property, whether directly or indirectly arising out of the use

of any vehicle, equipment, or apparatus by the party to which said property does not, belong during the provision of service pursuant to this Agreement.

**ARTICLE 5: INJURIES TO PERSONNEL**

Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/or receiving jurisdictions, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

**ARTICLE 6: THIRD PARTY BENEFICIARIES**

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

**ARTICLE 7: TERM OF AGREEMENT**

This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the Parties. This Agreement shall stand automatically renewed by the Parties on January 1, and each year thereafter on January 1, unless and until such time as written notice of termination by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.

**ARTICLE 8: DISPATCHING OF ALARM AUTOMATIC AID**

Effingham County E-911 will dispatch all first responder units as per this Agreement.

**ARTICLE 9: ENTIRE AGREEMENT**

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.

**ARTICLE 10: TERMINATION**

Either Party to this Agreement may terminate the Agreement, for any cause, by giving not less than ninety (90) days advance written notice to the other party.

**ARTICLE 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.

**ARTICLE 12: NOTICES**

All notices or other communications required or permitted to be given under this Agreement shall be in writing.

All notices shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the appropriate party at the appropriate address as identified below:

To Effingham County:

Effingham County  
Attn: County Manager  
804 South Laurel St  
Springfield, GA 31329

To City of Rincon:

City of Rincon  
Attn: City Manager  
302 South Columbia Ave  
Rincon, GA 31326

**ARTICLE 13: GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of the Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Effingham County.

**ARTICLE 14: ADEQUATE COVERAGE FOR OWN JURISDICTION**

Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose any responsibility or unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid or assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual or automatic aid.

**ARTICLE 15: INSURANCE**

Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each Party may self-fund its insurance obligation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives below.

BY EFFINGHAM COUNTY, GA:

\_\_\_\_\_  
Wesley Corbitt, Chairman

\_\_\_\_\_  
Attest: Stephanie Johnson, County Clerk

\_\_\_\_\_  
Clinton Hodges, Fire Chief

BY THE CITY OF RINCON, GA:

\_\_\_\_\_  
Ken Lee, Mayor

\_\_\_\_\_  
Attest: Dulcia King, City Clerk

\_\_\_\_\_  
Lou Reed, Fire Chief

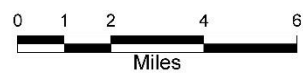
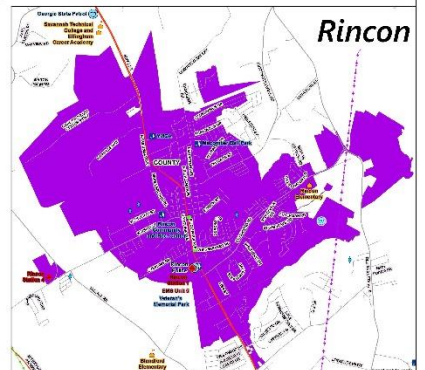
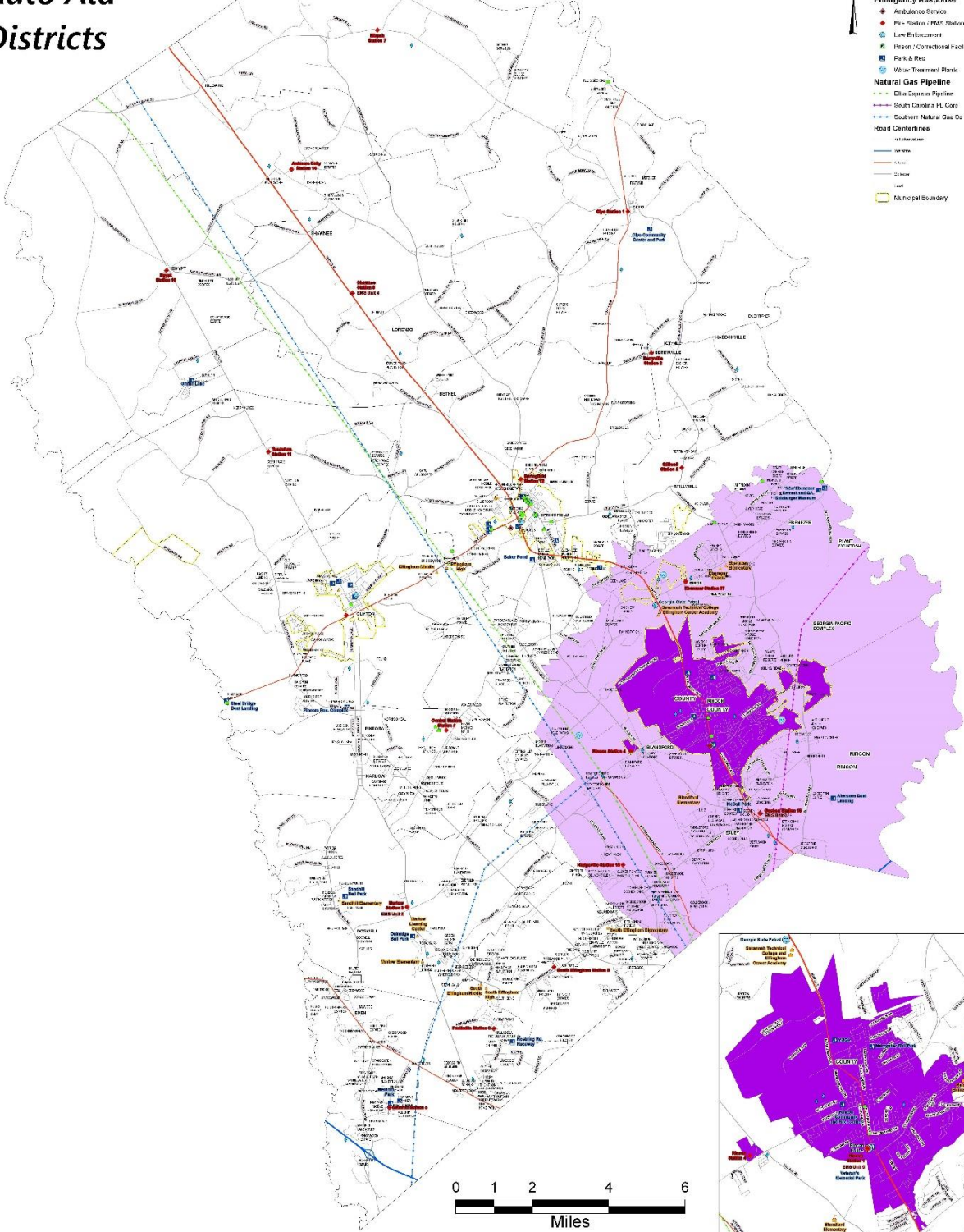
**Addendum A**

The 'Response District' for the 'Automatic Aid Response' Agreement between the Effingham County Fire Rescue and Rincon Fire Department is defined in the image below. Mutual Aid Response shall apply to the Corporate Boundaries of both parties. The assistance that will be furnished to each other in the 'Response District' is addressed in Addendum B. This 'Response District' is mutually beneficial to both Effingham County and the City of Rincon in responding to fire related emergencies. The 'Response District' may be modified through a written agreement of both the Fire Chiefs of Effingham County and the City of Rincon, or their designees, as staffing, equipment, and local conditions within both municipalities evolve.

# Effingham County Auto Aid Districts

Effective Date: 7/1/2023

- Legend**
- Communication Tower
  - ECBOC Buildings
  - Schools
  - Emergency Response**
    - Arbitration Service
    - Fire Station / EMS Station
    - Law Enforcement
    - Prison / Correctional Facility
    - Park & Rec
    - Water Treatment Plant
  - Natural Gas Pipeline**
    - City Gasworks Pipeline
    - South Carolina PG Corp
    - Southern Natural Gas Co
  - Road Centerlines**
    - Interstate
    - State
    - Local
    - Other
  - Auto Aid Districts**
    - County
    - Rincon



## **Addendum B**

The 'Automatic Response' that may normally be expected within the 'Automatic Response District' for structure fire responses only will be provided as such:

Effingham County Fire Rescue: One Class A Fire Engine w/ 2 FF

Rincon Fire Department: One Vehicle w/ 2 FF

Mutual Aid Response will be based upon the request of a Senior Officer and/or the Incident Commander.