STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR MUTUAL AID
COUNTY OF GREENVILLE)	

WHEREAS, the undersigned fire department in Greenville County (the "Parties") wish to enter into an agreement to provide for mutual aid, assistance hazardous materials protection, technical rescue protection and back-up fire protection services for their respective fire districts; and

WHEREAS, the purpose of this agreement is to define the scope of such mutual aid and the responsibilities of the Parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

- (1) It is agreed and understood that the primary responsibility of each of the undersigned fire departments shall be to provide fire protection and services within the boundaries of its own fire district. Therefore, it is agreed that the fire department whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.
- (2) Only an authorized official of the fire department requiring such assistance shall make a request for assistance. The request shall include a description of the situation creating the need for assistance, an estimate of the amount and type of equipment and materials needed and the number of personnel requested, and shall specify the location to which the equipment, materials and personnel are to be dispatched.
- (3) The assisting fire department shall report to the officer in charge of the requesting fire department or to the designated staging area if applicable at the scene of the incident. The assisting fire department shall use its best efforts to cooperate with and aid the requesting fire department.
- (4) The assisting fire department shall be released by the officer in charge when its services are no longer required or when it is needed to respond to a call within the boundaries of its own fire district; provided, however, the assisting fire department shall use its best efforts to complete its requested services before being released.
- (5) Each of the Parties hereto agrees that it shall be responsible for its own equipment and personnel and further agrees to waive any and all claims it may have against the other party for compensation of any loss, damage, personal injury or death occurring as a result of any performance under terms of this Agreement.

- (6) Assisting fire department shall not be reimbursed by the requesting fire department for the use of their equipment and personnel. However, it shall be the responsibility of the requesting fire department to reimburse the assisting fire department for any firefighting material (e.g. Foam) it uses to control the incident, or to replace such materials. Furthermore, the assisting fire department will not be responsible for cleanup or removal of hazardous materials created by the incident or firefighting efforts.
 - All equipment used by the assisting fire department in carrying out the Agreement shall, at the time of such action, be owned by it.
 - Nothing contained herein shall be construed or interpreted to mean the assisting fire department is an agent or employee of the requesting fire department.
 - All responding agencies will follow communication and accountability policies set forth by the Greenville County Fire Chiefs Association.
 - (10) This Agreement shall be effective from January 1, 2023 until December 31, 2024. Any party to this agreement may withdraw from and terminate its support of this agreement by providing written notice to all other Parties hereto. Any party may be added to this agreement by providing written notice to all Parties hereto.

IN WITNESSOF, the Parties have hereunto set their hand and seals this 2nd day of February 2023.

Anthony C. Segars

Belmont Fire Department

Fire District

Commission Chairperson

Kenneth B. Clark

Commissioner Robert L. Cass

Commissioner

Kenneth E. Shirley

Jeffrey A. Bagwell