

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION, DISASTER OR PUBLIC HEALTH EMERGENCY

THIS AGREEMENT, entered into this 24th day of October, 2006, between the Fire Departments of Pickens County (listed below) for the purpose of securing to each the benefit of mutual aid in any disaster or public health emergency.

Central Fire Department, Clemson University Fire Department, Dacusville Volunteer Fire Department, Easley Fire Department, Holly Springs Volunteer Fire Department, Liberty Fire Department, Norris Volunteer Fire Department, Pickens Fire Department, Pumpkintown Volunteer Fire Department, Six Mile Volunteer Fire Department, Vineyards Fire Department

IT IS AGREED THAT:

1. Upon request of a representative of any Pickens County Fire Department listed above, to any representative of any other Pickens County Fire Department, that fire fighting equipment and/or personnel of the requested department will be dispatched to any point within the requesting fire department's jurisdiction as designated by the representative of the requesting department.
2. Any dispatch of equipment and/or personnel pursuant to this agreement is subject to the following conditions:
 - a. Any request for aid hereunder shall be so requested that the amount and type of equipment and location of incident be clearly identified prior to the dispatching of requested fire fighting equipment and/or personnel.
 - b. The responding fire department officer shall report to the Incident Commander of the requesting fire department at the prearranged location and shall coordinate his activities with that Officer.
 - c. A responding fire department shall be released by the requesting fire department when the services of the responding fire department are no longer needed or when the responding fire department is needed within the area for which it normally provides fire protection.
 - d. IT IS AGREED THAT: The responding fire department has the primary obligation to serve its own area. THEREFORE, IT IS AGREED THAT: the responding fire department shall be the sole judge as to whether or not it can respond to the request and adequately provide services to its primary area of responsibility.

3. Each party hereto shall procure and maintain, at its sole expense, insurance including the following coverage: Comprehensive General Liability; Automobile Liability; Professional; Liability, and Workers Compensation. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel.
4. Each party hereto agrees to waive all claims against all other parties for any loss, damage, personal injury, sickness or death occurring in consequences of the performance of this mutual aid agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto, or its personnel.
5. Each party hereto (the "Indemnifying Party") hereby agrees to hold harmless, indemnify, and defend all other parties hereto and their personnel from any and all claims, demands, judgments, expenses, liability, losses, and suits in law or in equity which are made by a third party and which are caused directly and solely by the indemnifying party or its personnel, regardless of the location where such claims arose. Included in the costs hereby indemnified against by the Indemnifying Party are attorney fees required to defend any other party hereto; or to enforce the provisions of this section against the Indemnifying Party.
6. This agreement may be terminated in its entirety by either party through written notice given to the other party thirty days prior to termination.

Central Fire Department	<u>Edward Reynolds</u>
Clemson Univ. Fire Dept.	<u>William Davis</u>
Dacusville Fire Department	<u>Charles H. Hamilton</u>
Easley Fire Department	<u>Butter Lomax</u> <u>J. Scott McC</u>
Holly Springs Fire Dept.	<u>Richard A. Stutz</u>
Liberty Fire Department	<u>Mike Sargent</u> <u>Chris Rowland</u>
Norris Fire Department	<u>James H. Davis</u>
Pickens Fire Department	<u>Daryl W. Baker</u>
Pumpkintown Fire Dept.	<u>Mark Hill</u>
Six Mile Fire Department	<u>Ronan B. Du</u>
Vineyards Fire Department	<u>Philip D. Black</u>