

**Mutual Aid Fire Fighting
Assistance Agreement**

This Agreement, made and entered into this 15th day of November, 2022, by and between Camden County, Georgia and Nassau County, Florida.

Witnesseth:

Whereas, each of the parties hereto maintains equipment and personnel for the suppression of fires within its own areas; and

Whereas, the parties hereto desire to augment the fire protection available in their respective areas; and

Whereas, the lands or districts of the parties hereto are adjacent of contiguous so that mutual assistance in a fire emergency is deemed feasible; and

Whereas, it is the policy of Camden County and Nassau County to conclude such agreements wherever practicable; and

Whereas, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms; and

Whereas, the parties entered into a Mutual Aid Fire Fighting Assistance Agreement May 3, 2005; and

Whereas, 42 U.S.C. §1856a authorizes such mutual agreements; and

Whereas, the parties desire to continue to provide for the mutual assistance for fire protection as beneficial to the health, safety, and welfare of its citizens.

Now, therefore, it is agreed that:

-1-

Whenever it is deemed advisable by the senior officer of a fire department belonging to a party to this agreement, or by the senior officer of such fire department actually present at a fire, to request fire fighting assistance under the terms of this agreement, he/she is authorized to do so, and the senior officer on duty of the fire department receiving the request shall forthwith take the following action:

- a. Immediately determine if the requested apparatus and personnel are available to respond to the call.

b. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the call should be sent, with instructions as to their mission.

-2-

The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting service if assistance cannot be rendered.

-3-

It is hereby expressly acknowledged and agreed between the parties that neither this agreement nor its terms shall be construed or applied so as to create or impose any "first response" duty or responsibility with regard to fires or emergencies within each others' respective jurisdictions.

-4-

The loss, injury or damage to personnel or equipment in the rendition of mutual aid assistance pursuant to the terms of this agreement shall be born and imposed as if such loss, injury or damage occurred in the home jurisdiction of the personnel or equipment.

-5-

No liability shall be imposed on either party to this agreement, their personnel or governmental entity for failure to respond for the purpose of extinguishing or controlling any fire or other immediate response emergency. This immunity is not exclusive of other similar immunities granted by statute or common law.

-6-

The parties hereto waive all claims against every other party for compensation for any loss, damage, injury, or death occurring in consequence of the performance of this agreement.

-7-

All services performed under this agreement shall be rendered without reimbursement of either party or parties.

-8-

The senior officer of the fire department of the requesting service shall assume full charge of the operations. However, under procedures agreed to by the technical heads of

the fire departments involved, a senior officer of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.

-9-

The various officers and personnel of the fire departments of the parties to this agreement are to participate in bi-annual training multi-company drills occurring one during the day and one at night. Both departments will alternate hosting the training.

-10-

Assistance under this agreement may be requested or authorized by either of the following officials:

For Nassau County

Chairman of County Commission
County Manager
Fire Chief
Assistant Fire Chief/Deputy
Battalion Chief

For Camden County

Chairman of County Commission
County Commission
County Administrator
Fire Chief
Assistant Fire Chief
Battalion Chief/Captain

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This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party with sixty (60) days notice of said cancellation. This agreement shall be subject to review for continuation every three years on the anniversary of the signing and approved by resolution of the governing bodies of the parties.

In witness whereof, the parties hereto have executed this agreement on the day and year first above written.

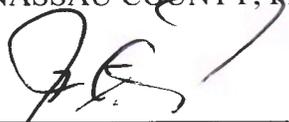
Camden County, Georgia

By: *Ray A. Blount*
Chairman

Attest: *Katie Bishop*
Chairman of County Commission

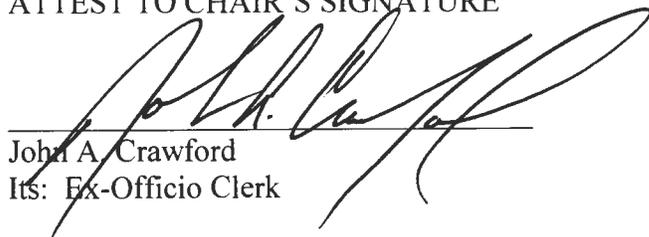
(Signatures Continue on Next Page)

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



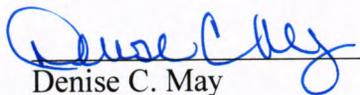
Klynt Farmer
Its: Chairman

ATTEST TO CHAIR'S SIGNATURE



John A. Crawford
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



Denise C. May