

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF JASPER AND THE CITY OF HARDEEVILLE
REGARDING FIRE PROTECTION AND EMERGENCY SERVICES**

THIS AGREEMENT made and entered into as of this _____ day of _____, 2022, by and between the County of Jasper, South Carolina and the City of Hardeeville, South Carolina.

WHEREAS, Jasper County and the City of Hardeeville maintain equipment and personnel for the suppression of fires within their own jurisdictions and areas; and

WHEREAS, Jasper County desires to provide for its citizens in the areas surrounding Hardeeville, as more specifically defined in the attached Exhibit "I", increased fire protection services in the event of large fires or conflagrations; and

WHEREAS, the City of Hardeeville desires to provide for its citizens increased fire protection services in the event of large fires or conflagrations; and

WHEREAS, both Jasper County and the City of Hardeeville agree that it is in the best interests of their citizens to secure, by agreement, both a Fire Protection Services Agreement and Mutual Aid Agreement to provide supplemental fire and emergency services to each other; and

WHEREAS, Section 5-7-60 of the Code of Laws of South Carolina authorizes the municipality to perform many of its functions and provide many of its services in areas outside the corporate limits by contract and to make charges thereof; and

WHEREAS, Section 4-21-10 of the Code of laws of South Carolina provides authority for a governing body of a county to provide fire protection and ambulance services by contract with municipalities and for the charging of a service fee for services; and as identified in the Jasper County Code of ordinance Section 9-3 – Powers of the county deputy administrator for emergency services. Subparagraph (11) to enter into mutual aid agreements as may be to the benefit of the county; and

THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the City of Hardeeville, South Carolina shall provide Automatic Aid for Structure Fires and Motor Vehicle Collision(MVC) with reported entrapment to a portion of Jasper County as described in Exhibit "I" and Mutual Aid to Jasper County, and that Jasper County shall provide Automatic Aid for Structure Fires and motor vehicle accidents with reported entrapment inside the corporate limits of the City of Hardeeville as may be amended from time to time (the "City"), as described in Exhibit "II", and Mutual Aid to the City of Hardeeville on the following terms and conditions.

Section 1. AUTOMATIC AID

1. The City will automatically respond with one pumper and one duty officer to any structure fire or MVC with entrapment in the portion of Jasper County as described in Exhibit "I" provided that such assistance shall not interfere with the responsibilities for emergencies

within its service area. Additional resources will respond as requested through mutual aid and subject to availability.

2. Jasper County Fire and Rescue will automatically respond with one medic unit, one pumper or tanker and a Duty Officer to any structure fire or MVC with entrapment located within the City as described in Exhibit "II" provided that such assistance shall not interfere with the responsibilities for emergencies in its service area. Additional resources will respond as requested through mutual aid and subject to availability.

Section 2. MUTUAL AID

1. The City of Hardeeville agrees that its Fire Department will provide Mutual Aid to Jasper County Fire and Rescue, and Jasper County Fire and Rescue agrees that it will provide Mutual Aid to the City upon the following terms and conditions.
 - a. The City will respond one Pumper and a Duty Officer to any request for mutual aid and provided that such assistance shall not interfere with the responsibilities for emergencies in its service area.
 - b. Jasper County Fire and Rescue will respond, one Medic Unit, one Pumper and a Duty Officer to any request for mutual aid and provided that such assistance shall not interfere with the responsibilities for emergencies in its service area.
 - c. Additional resources will respond as requested and are available.

Section 3. SERVICE DELIVERY PROVISIONS

1. Service delivery by the Hardeeville Fire Department and Jasper County Fire and Rescue will be provided under the same dispatch processes, fire apparatus response levels and procedures as that in effect on July 1, 2021.
2. The Chief Officers of each District, parties to this agreement, shall ensure that Joint Training Drills are conducted on a quarterly basis.
3. Each District will follow normal Incident Command and Accountability procedure regardless of which Officer of either District is in charge.
4. The Fire Chiefs of the Districts partyed to this agreement are authorized and directed to meet, draft, and establish detailed plans and procedures of operation necessary to effectively implement this agreement.

Section 4. COMPENSATION AND INSURANCE

1. The City of Hardeeville shall be responsible for compensating the City of Hardeeville personnel, as well as being responsible for all insurance coverages including tort, vehicle, general liability, Worker's Compensation, and any other required coverage for its personnel and equipment.
2. Jasper County shall be responsible for compensating Jasper County personnel as well as being responsible for all insurance coverages including tort, vehicle, general liability, worker's compensation, and any other required coverage for its personnel and equipment.
3. All services performed under this agreement shall be rendered without additional financial reimbursement to either party other than that included herein.

Section 5. SEVERABILITY

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event of such invalidation, it is the intention of the parties that the Agreement shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

Section 6. TERM OF AGREEMENT AND RENEWALS

The term of this agreement shall be for three years, beginning the effective date provided for above, and ending on February 28, 2025). The agreement will be automatically renewed unless one of the parties provides written notice to the other party by January 1st of the year they wish to cancel.

Section 7. EFFECTIVE DATE

The Agreement shall take effect after its execution by the duly authorized Jasper County deputy administrator for emergency Services and the duly authorized council for the city of Hardeeville.

IN WITNESS WHEREOF, the City of Hardeeville and Jasper County, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate, either of which is to be considered an original, thereby binding the City and County for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

[SEPARATE SIGNATURE PAGES FOR EACH PARTY FOLLOW]

SIGNATURE PAGE FOR JASPER COUNTY

IN WITNESS WHEREOF, the Jasper County Fire Chief/Deputy Administrator for Emergency Services, on behalf of Jasper County pursuant to § 9-3 (11) of the Code of Ordinances of Jasper County, has caused this Agreement to be executed.

Jasper County, South Carolina
Emergency Services Department

BY: _____

Printed Name: Russell Wells

Title: Jasper County Fire Chief/Deputy
Administrator for Emergency Services

Attest.

BY: _____

Printed Name: _____

Title: _____

SIGNATURE PAGE FOR CITY OF HARDEEVILLE

IN WITNESS WHEREOF, City of Hardeeville has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

Hardeeville, South Carolina (L.S.),

BY: _____

Printed Name: Michael J. Czymbor

Title: City Manager

Attest.

BY: _____

Printed Name: _____

Title: _____

[Approved by Action of Hardeeville City Council at its meeting held on _____]

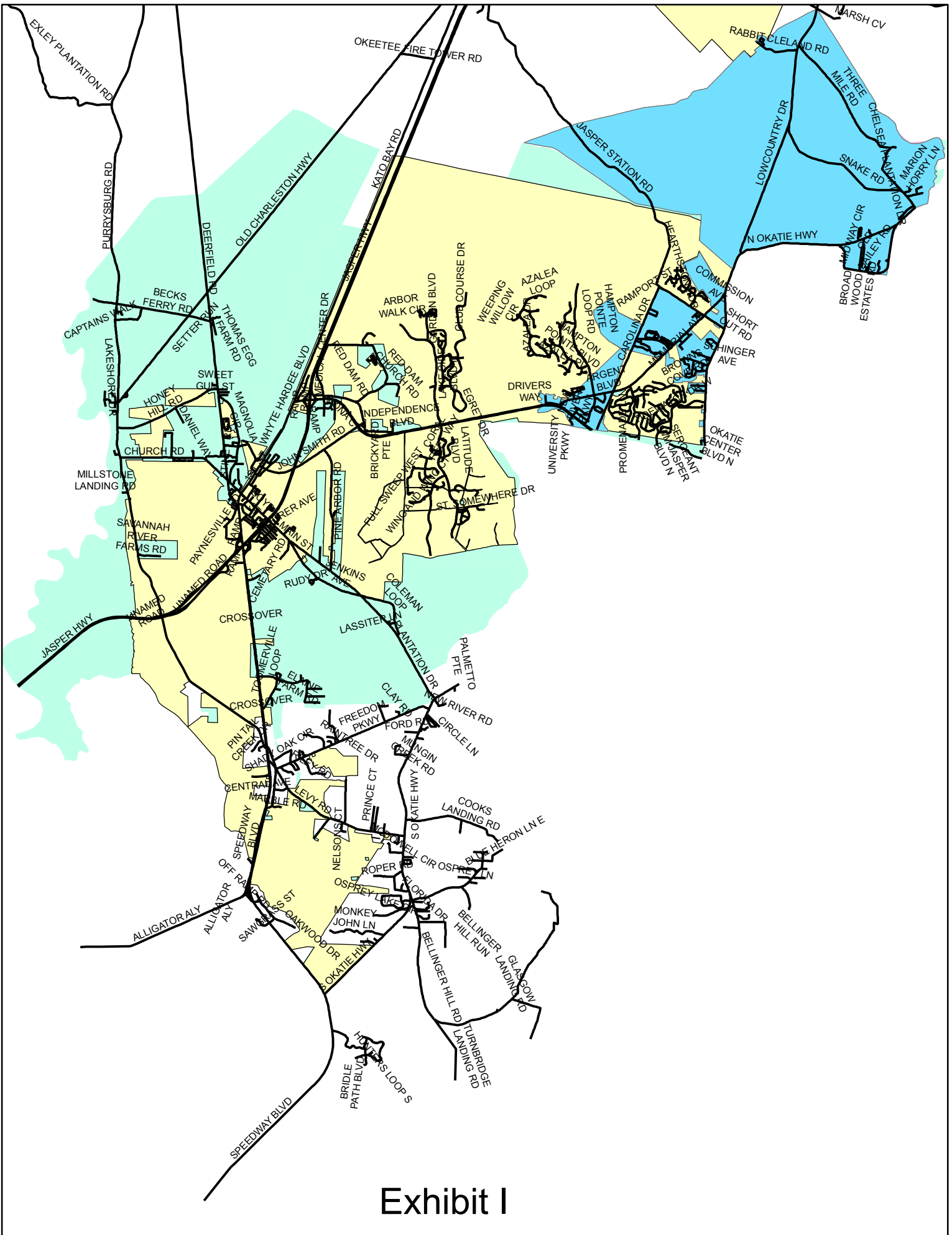
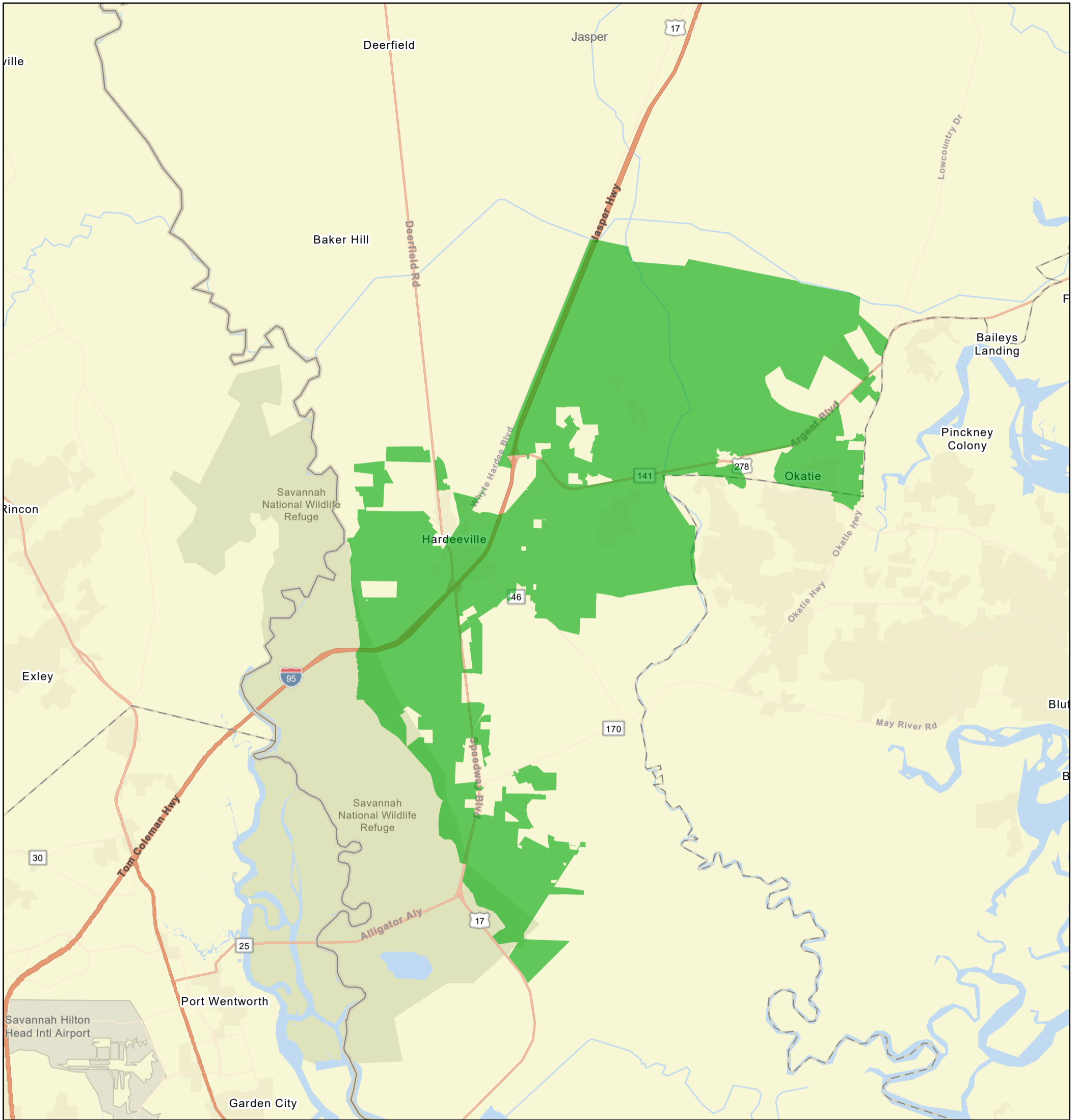


Exhibit II



1/19/2022

1:152,733

