

ORIGINAL  
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RESOLUTION NO.: R-2022-098

*Authorizing the City Manager and Fire Chief to execute Mutual Aid Agreement for Fire Protection between McEntire Joint National Guard Base and the City of Columbia*

BE IT RESOLVED by the Mayor and City Council this 6<sup>th</sup> day of December, 2022, that the City Manager and the Fire Chief are authorized to execute the attached Mutual Aid Agreement for Fire Protection, or on a form approved by the City Attorney between the City of Columbia and McEntire Joint National Guard Base.


Requested by:

Chief Jenkins

Approved by:

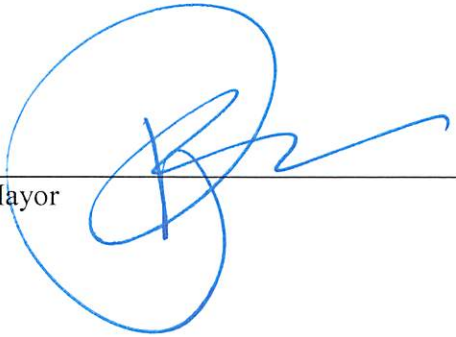
  
City Manager

Approved as to form:

  
City Attorney

Introduced: 12/6/2022

Final Reading: 12/6/2022

  
Mayor

ATTEST:  
  
City Clerk

## **MUTUAL AID AGREEMENT**

This Mutual Aid Agreement (the "Agreement"), is made and entered into as of the date of the last party's signature to this Agreement, between the Secretary of the Air Force (the "Air Force") (acting by and through the Commander, 169<sup>th</sup> Fighter Wing, McEntire Joint National Guard Base ("JNGB") pursuant to the authority of 42 U.S.C. § 1856a) and the City of Columbia and its Fire Department (the "City of Columbia Fire Department"). Together the Air Force and City of Columbia Fire Department are hereinafter referred to as the "Parties".

### **WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856, the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and AFI 32-2001, Fire and Emergency Services Program.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the McEntire Fire Department by a representative of the City of Columbia Fire Department, fire protection equipment and personnel of the McEntire Fire Department will be dispatched to any point within the area for which the City of Columbia Fire Department normally provides fire protection services, as designated by the representatives of the City of Columbia Fire Department.
- d. On request to a representative of the City of Columbia Fire Department by a representative of the McEntire Fire Department, fire protection equipment and personnel of the City of Columbia Fire Department will be dispatched to any point within the jurisdiction of McEntire Fire Department, as designated by the representative of the McEntire Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, while specifying the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and the number of personnel to be furnished shall be determined by the responding organization. The requesting organization shall ensure access to the site for the responding organization.

(2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and/or personnel are to be dispatched, and shall be subject to the orders of that official.

(3) The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) HAZMAT incident response shall include the response to, and control and containment of any release or suspected release of any material known or suspected to be hazardous. Where the properties of a released material are not known, it shall be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT shall be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City of Columbia Fire Department normally provides fire protection services, the chief of the McEntire fire department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for McEntire fire department to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), the City of Columbia Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by City of Columbia Fire Department in carrying out this Agreement shall, at the time of action hereunder, be owned by it; and all personnel acting for City of Columbia Fire Department under this Agreement shall, at the time of such action, be an employee or volunteer member of City of Columbia.

j. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes Parties to Negotiate. If a dispute should arise under or related to this Agreement, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures in accordance with 5 U.S.C. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into

consideration the factors enumerated in 5 U.S.C. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at [www.adr.af.mil](http://www.adr.af.mil)).

(3) The Air Force's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The Columbia Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

McEntire Joint National Guard Base  
c/o Commander, 169<sup>th</sup> Fighter Wing  
1325 South Carolina Rd. Stop 1  
Eastover, SC 29044

And: Department of the Air Force  
c/o The AF Fire Chief  
Air Force Civil Engineer Center/CXF  
139 Barnes Dr., Suite 1  
Tyndall AFB FL 32403-5319

And: McEntire Joint National Guard Base  
c/o Fire Chief  
1325 South Carolina Rd. Stop 36  
Eastover, SC 29044

For the City of Columbia:

City of Columbia Fire Department  
Attn: Fire Chief  
1800 Laurel St.  
Columbia, SC 29201

And: City Manager, City of Columbia  
PO Box 147  
Columbia, SC 29217

And: City Attorney, City of Columbia  
Post Office Box 667  
Columbia, SC 29202

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the "Term") and automatically renews for an additional five-year period with the right to renew for additional two five year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FOR: MCENTIRE JNGB:


\_\_\_\_\_  
Date: \_\_\_\_\_  
QUAID H. QUADRI, Col., SCANG  
Commander, 169th Fighter Wing

\_\_\_\_\_  
Date: \_\_\_\_\_  
WALTER C. HUMMEL, Col.  
SCANG Commander, 169th MSG

\_\_\_\_\_  
Date: \_\_\_\_\_  
GARETH D. FLEISCHER, Lt. Col., SCANG  
Base Civil Engineer, 169th CES

\_\_\_\_\_  
Date: \_\_\_\_\_  
MICKEY J. JACKSON, GS-12, SCANG  
Fire Chief, 169th CES/CEF

FOR: CITY OF COLUMBIA, SOUTH CAROLINA:

 Date: 12/16/2022  
TERESA WILSON  
City Manager, City of Columbia

11-17-2022

\_\_\_\_\_  
Date: \_\_\_\_\_  
AUBREY JENKINS  
Fire Chief, City of Columbia