

ORIGINAL
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RESOLUTION NO.: R-2024-057

Authorizing the City Manager to execute a Memorandum of Understanding between the United States Department of Interior National Park Service Congaree National Park and the Columbia Fire Department

BE IT RESOLVED by the Mayor and City Council this 16th day of July, 2024, that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form to be approved by the City Attorney, between the United States Department of Interior National Park Service Congaree National Park and the Columbia Fire Department to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, vehicular fires, hazardous materials incidents, and wildfires in Congaree National Park.

Requested by:

City Manager

Approved by:


City Manager

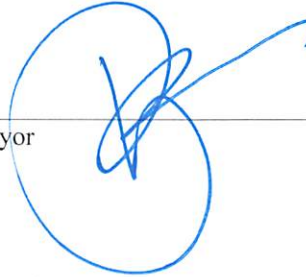
Approved as to form:


City Attorney

Introduced: 7/16/2024

Final Reading: 7/16/2024

Mayor



ATTEST:


City Clerk

GENERAL AGREEMENT G5720-23-0920

between

**UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
CONGAREE NATIONAL PARK
and
THE COLUMBIA FIRE DEPARTMENT**

ARTICLE I. PURPOSE

This General Agreement (Agreement) is entered into by and between the United States Department of the Interior, National Park Service (NPS), through the Regional Director of Interior Region 2 (Region), and Columbia Fire Department of Richland County, (individually, a Party, and collectively, the Parties. The purpose of this agreement is to establish the terms and conditions under which the Parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, vehicular fires, hazardous materials incidents, and wildfires in Congaree National Park.

As used in this agreement:

The term/title "Congaree National Park" (CONG) encompasses the area authorized by 54 U.S.C. § 320301; Pub. L. 59-209.

The term "Department" refers to the Columbia Fire Department and persons employed and certified by the Department as qualified firefighters to perform fire suppression activities within their territorial jurisdiction.

The term "Unified Command" refers to operations within the Incident Command System where the Department and CONG would share command of an emergency incident.

Whereas the NPS and the Department have determined that providing mutual fire suppression assistance will facilitate the economic administration of CONG and the Department, will be mutually advantageous and is in the public interest, and

Whereas it is their mutual desire to work in harmony and to cooperate in the use of trained personnel and equipment where threats to human life and property arise within their respective jurisdictions, and

Whereas the following authorities are relevant:

ARTICLE II. AUTHORITIES

A. NPS

1. 42 U.S.C. § 1856a (a).

Reciprocal Fire Protection Agreements - Effective January 3, 2012 each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

2. 54 U.S.C. § 102711.

Provides that the Secretary of the Interior "may use applicable appropriations for the System to render emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes ... " outside the National Park System.

3. In carrying out responsibilities following: DOI Departmental Manual-Safety Management Part 485, Chapter 19-Fire Safety, Director's Order 58: Structural Fire Management, Director's Order 18: Wildland Fire Management, NPS Reference pursuant to the authorities referenced above, the NPS must comport with applicable law and the requirements and restrictions articulated in applicable policy and guidance including, without limitation, the NPS Reference Manual 58: Structural Fire Management, and NPS Reference Manual 18- Wildland Fire Management.

Now, therefore, the Parties agree as follows:

ARTICLE III. STATEMENT OF WORK

A. Fire inside CONG Boundaries

In the event of a structural, vehicular, hazardous materials incident, or wildland fire on CONG land:

1. The NPS agree to:

- A. Cooperate and coordinate with Department personnel in fire suppression activities.
- B. Provide the Department an annual familiarization tour of the CONG's facilities, equipment and access points in case a request for assistance is executed. This includes walk-through inspections for the Department to

familiarize their personnel with buildings and sensitive areas, to include museum collections and historic structures.

- C. Maintain all existing and all new alarm systems in buildings to the National Fire Protection Association (NFPA) National Fire Alarm and Signaling Code. A list of CONG personnel shall be available on a 24-hour basis to respond to any alarms.
- D. Notify the Department immediately of a fire or of an incident requiring assistance by calling 911 and / or another Department emergency number.

2. Columbia Fire Department agrees to:

- A. Provide structural fire suppression for structures located within CONG in their respective fire protection district.
- B. Deploy, when requested by CONG, available qualified personnel, and equipment to assist in vehicular, hazardous materials, and wildland fire suppression on federally owned land within CONG.
- C. Utilize only minimum impact suppression techniques on federally owned land within CONG. Minimum suppression tactics shall be used to minimize damage to collections and historic materials when suppressing fires near or within historic structures or structures containing museum collections.
- D. Cooperate with CONG under a Unified Incident Command, by assuming the Incident Commander role on fires. A NPS employee, preferably the park superintendent or division chief, shall serve as an agency representative in the incident command structure.
- E. Provide CONG with technical assistance within its ability to assist with water distribution flow testing, building inspections, and code compliance.

3. The Parties jointly agree to:

- A. Provide to the other Party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each Party shall provide the other Party with an updated list of such persons and telephone numbers, phone numbers for text messages, and e-mail.
- B. After notifying the other Party of a fire's discovery, either Party may take immediate action in the other Party's area of primary responsibility in order to save lives or to protect property.

- C. Each Party to this Agreement waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
- D. Neither Party to this Agreement shall reimburse the other Party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.
- E. Nothing in this Agreement authorizes any of the Parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the Parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This Agreement does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law.

B. Requests for Assistance

- 1. Fire suppression personnel/equipment from the Department will be requested as follows:
 - A. Emergencies - CONG will request emergency assistance by calling 911 and/or another Department emergency number. Alternatively, when a fire alarm is activated, the Department will be immediately contacted via the 911 dispatch system, followed by park staff.
 - B. Non-Emergency - CONG will initiate contact during business hours by contacting the Fire Chief or his/her designee.

C. Mutual Threat & Primary Aid Zone

- 1. The Park and Department agree to the establishment of a primary aid zone.
 - A. The primary aid zone shall include Park lands and those lands within 10 miles of the Park's authorized boundary.
 - B. The Park and Department agree to initiate protective measures within the primary aid zone while attempting to contact the agency with primary responsibility.

- C. It is recognized that the Department's responsibility of structural fire on lands outside the park may prevent it from standing by on fires on Park property until the Park gathers sufficient resources to assume control of the fire.
- D. It is recognized that the Park has limited fire-fighting capabilities and immediate initial response to fires within 10 miles of the authorized boundary of the Park may not always be feasible.
- E. In either case, the Department or the Park if feasible will assist the other with fire suppression and crowd control resources when requested and if available.

ARTICLE IV. TERM OF AGREEMENT

Unless earlier terminated by operation of the terms of this Agreement, or by agreement of the Parties in writing, this Agreement will be in effect for a period of five (5) years beginning on the date the last signature is affixed to this Agreement.

ARTICLE V. KEY OFFICIALS

NPS:

Gregory Hauburger
Superintendent, Congaree National Park
100 National Park Road
Hopkins, SC 29061
803-647-3971
greg_hauburger@nps.gov

Columbia Fire Department:
Aubrey D. Jenkins
Columbia Richland Fire Department Fire Chief
1800 Laurel Street
Columbia, SC 29201
803-915-9577

In the event of change(s) in Key Officials the affected Party will provide written notice

to the other Party in advance of the change, if possible, or within a reasonable time afterward.

ARTICLE VI: PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the Parties, any property furnished by one Party to the other shall remain the property of the furnishing Party unless otherwise specified in writing. Any property furnished by CONG to the Department during the performance of this Agreement shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE VII. MODIFICATION AND TERMINATION

This Agreement may be modified only by a written instrument executed by the Parties.

Either Party may terminate its participation in this Agreement by providing at least sixty (60) days advance written notice (a "termination notice") to the other Party. In the event that one Party provides the other Party with notice of its intention to terminate, the Parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The Parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to try to avoid terminating this Agreement.

ARTICLE IX: STANDARD CLAUSES

A. **Non-Discrimination:** All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.

C. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS

property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

D. Disclaimers of Government Endorsement: The Department shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position which the Fire Department represents. No release of information relating to this Agreement may state or imply that the NPS approves of the Fire Department work product or considers the Fire Department work product to be superior to other products or services.

E. Modifications: This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the Department.

F. Waiver: No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

G. No Agency: The Department is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Department represent itself as such to third parties. The NPS is not an agent or representative of the Department, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the Department and the NPS.

H. Officials Not to Benefit: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.

I. Liability: The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.

J. Non-Exclusive Agreement: This Agreement in no way restricts the NPS and the Department from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

K. Partial Invalidity: If any provision of this Agreement or the application thereof to any

party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

L. **Freedom of Information Act:** Any information provided to the NPS under this Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552.

M. **Public Information Release:** The Department must obtain prior approval from the CONG Superintendent for any public information release which refers to the Department of Interior, any bureau, park unit, or employee, or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

ARTICLE X: AUTHORIZING SIGNATURES

NATIONAL PARK SERVICE:

for Chris Mett
Regional Director
Interior Region 2
National Park Service

8/6/24
Date

COLUMBIA FIRE DEPARTMENT:

Aubrey D. Jenkins
Aubrey D. Jenkins
Columbia Richland Fire Department Fire Chief

7/25/2024
Date

APPROVED AS TO FORM
Camille
Legal Department City of Columbia, SC