

RESOLUTION NO.: R-2004-47

*Authorizing execution of Richland District Two Mutual Aid Agreement*

BE IT RESOLVED this 1st day of September, 2004 that the City Manager is authorized to execute the attached Richland School District Two Mutual Aid Agreement for the uses and purposes therein mentioned.

ORIGINAL  
STAMPED IN REC

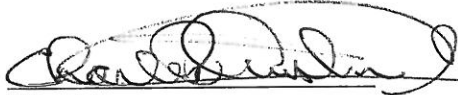
Requested by:

\_\_\_\_\_



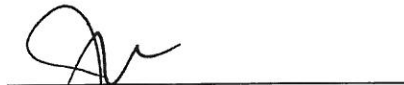
\_\_\_\_\_  
Mayor

Approved by:



\_\_\_\_\_  
City Manager

Approved as to form:



\_\_\_\_\_  
City Attorney

ATTEST:



\_\_\_\_\_  
City Clerk

Introduced: 9/1/2004

Final Reading: 9/1/2004

**RICHLAND SCHOOL DISTRICT TWO**  
**MUTUAL AID AGREEMENT**

This Agreement is made this 21-day of June 2004 by and between Richland School District Two, and the Richland County Sheriff's Department, Columbia Police Department, Forest Acres Police Department, Richland County Emergency Services Division, and the Columbia Fire Department.

**RECITALS**

**WHEREAS** the potential for a major catastrophe due to earthquake, flood, or other natural or manmade disaster causes all governmental entities within Richland County to be prepared to share resources and information among themselves as well as with the State of South Carolina in order to protect the public welfare; and

**WHEREAS** greater efficiency in mitigation, planning, response and recovery can be achieved by joining the efforts of the CITIES, DISTRICT, and the COUNTY together in pre-disaster agreements; and

**WHEREAS**, the South Carolina Code of Laws, Section 25-1-450, requires that State, county and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

**WHEREAS** Richland School District Two recognizes the need for an agreement to provide disaster response and recovery organization;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA FOR DISASTER RESPONSE AND RECOVERY OPERATIONS**

The parties to this Agreement recognize an Operational Area, which designates an intermediate level of organization for coordination and communication between political subdivisions within Richland County boundaries. The parties agree to participate in an organizational structure, or Operational Area Organization, which is a planning partnership for a systematic approach limited to exchanging disaster intelligence, mutual aid requests and resource requests in order to foster the effective flow of such disaster information and resource requests in emergencies, and to prepare for disasters through cooperative training and exercise activities. Each of the parties to this Agreement shall designate individuals to be trained to staff technical functions in the Emergency Operations Center ("EOC"). Each party to this Agreement shall also designate, in writing, a line of succession of officials who are empowered to speak on behalf of the party at the EOC.

2. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties under this Agreement. There shall not be any monetary compensation required from any party to another party as a condition of assistance provided under this agreement. Nothing in this agreement shall be construed as altering any pre-existing disaster response agreements between the parties. Nothing in this agreement shall be construed as altering coordination of fire and law enforcement resources accomplished through their respective mutual aid systems.

3. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM; INCIDENT COMMAND SYSTEM and/or MULTI-AGENCY COORDINATION SYSTEM

Standardized Emergency Management Procedures shall regulate Operational Area disaster response and recovery procedures. The Richland County Emergency Operations Plan based on the Incident Command System shall be the primary method and criteria used to conduct Operational Area EOC operations. The Richland County School District Two Director of Operations and his/her designated alternates, will act as the Operational Area EOC Coordinator in matters affecting disaster information sharing, mutual aid requests, and resource management as they pertain to Richland School District Two.

4. PROVISION OF FACILITIES AND SUPPORT

The DISTRICT shall provide an emergency operations center located at 124 Risdon Way, Columbia, SC, as the site for the Operational Area EOC. The DISTRICT will provide EOC support staff and all necessary supplies for the Operational Area Organization EOC during actual operations and drills. All parties to this Agreement may provide staff for the decision making and operational positions of the Operational Area Organization.

5. TERM OF AGREEMENT

The Agreement shall be effective from the date it is executed until it is rescinded by a formal agreement. This Agreement may be terminated at any time by agreement of a majority of the parties.

6. WITHDRAWAL OF A PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of this Agreement upon giving thirty (30) calendar days written notice to the other parties. Notice shall be deemed to have been given three days after such notice is posted by first class U.S. Mail or, alternatively, sent by confirmed facsimile to each existing party to this Agreement.

7. ADDITIONAL PARTIES

Additional organizations, which are public entities, including but not limited to special districts, within the geographical boundaries of Richland County, may join in this Agreement and become parties thereto upon execution of an Amendment to this Agreement. Such Amendments shall be signed by the chief executive or administrative officer of the organization and may not contain

limitations to or deviations from the terms and conditions contained in this Agreement.

The executed Amendment shall automatically become a part of this agreement after the expiration of thirty (30) calendar days following the notification of intent, in the fashion stated in Section 6 above, by the new party to all existing parties, of the execution of the Amendment.

Notwithstanding this provision, any existing party to this Agreement may give notice, within the thirty (30) day period and in the fashion stated in Section 6 above, to all other existing parties of its objection to the addition to this Agreement of the new party. In such event, the addition to this Agreement of the new party shall require the unanimous consent of the existing parties.

8. SALARIES, EMPLOYMENT AND WORKER'S COMPENSATION BENEFITS

The salaries, employment and Worker's Compensation benefits of each employee participating in the Operational Area Organization shall be the responsibility of the party that employs the individual. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reason of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

Richland School District Two by: \_\_\_\_\_

Richland County Sheriff's Department by: \_\_\_\_\_

Forest Acres Police Department by: \_\_\_\_\_

Richland County Emergency Services Division by: \_\_\_\_\_

City of Columbia by:  \_\_\_\_\_

JURISDICTION

OFFICIAL

DATE

Richland School District Two

Superintendent

Richland County Sheriff's Department

Sheriff

Forest Acres Police Department

Chief of Police

Richland County Emergency Services

Director

City of Columbia

City Manager



9/2/04