

RESOLUTION NO.: R-2015-056

*Authorizing the City Manager and Fire Chief to execute an Automatic Aid Agreement
for Fire Protection and Other Emergency Services between the
City of West Columbia Fire Department and City of Columbia Fire Department*

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 4th day of August, 2015, that the City Manager and the Fire Chief are authorized to execute the attached Automatic Aid Agreement for Fire Protection and Other Emergency Services, or on a form approved by the City Attorney between the City of West Columbia Fire Department and City of Columbia Fire Department.

Requested by:

City Manager _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 8/4/2015
Final Reading: 8/4/2015

AUTOMATIC AID AGREEMENT
FOR FIRE PROTECTION AND OTHER EMERGENCY SERVICES

THIS AGREEMENT is made and entered into this 15th day of September, 2015, by and between the City of West Columbia Fire Department and the City of Columbia Fire Department to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this agreement.

WITNESSETH:

WHEREAS, an informal agreement for mutual aid in fire protection and response to other emergencies has existed between the City of West Columbia Fire Department and the City of Columbia Fire Department; and,

WHEREAS, it is the desire of the Automatic Aid Agreement participants to this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and,

WHEREAS, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel; and,

WHEREAS, it is the desire of the City of West Columbia Fire Department and the City of Columbia Fire Department to initiate an "Automatic Aid Agreement" for fire department services:

NOW, THEREFORE, IT IS AGREED:

1. The parties hereto acknowledge that this Agreement is being entered into pursuant to

applicable South Carolina law.

2. That the Automatic Aid Agreement participants executing this agreement agree to dispatch their respective assigned fire department units on an automatic basis, if such units are available. Each jurisdiction agrees that the closest available, most appropriate unit(s) regardless of jurisdictional boundaries will respond.

3. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid Agreement.

4. This agreement shall encourage the development of cooperative procedures and protocols, including but not limited to, communications coordination, training, health and safety, and other activities that will enhance the ability of the fire departments to fulfill their missions.

5. It is expressly understood and agreed that either party may serve as initial incident commander exercising command and control functions within the others jurisdiction until relieved by an official from the primary jurisdiction having authority. The responding party will then fall under the chain of command of the jurisdiction having authority.

6. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.

7. The City of West Columbia Fire Department and the City of Columbia Fire Department shall retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees.

8. Participants in this Automatic Aid Agreement do further agree to the following standard service criteria as the primary response system elements of this Automatic Aid Agreement:

- A. The Automatic Aid participants will use a Computer Aided Dispatch system(s) that automatically selects the closest, most appropriate unit(s) for dispatch.
- B. The Automatic Aid Agreement allows the closest, most appropriate emergency response unit to an emergency to be dispatched automatically - regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit.
- C. The Automatic Aid Agreement utilizes a preplanned system of communications. Communications support for participants includes the provision of a main dispatch and multiple tactical radio frequencies, station alerting systems, direct phone lines between each participating fire station and the Dispatch Centers, and paging systems. These systems are in place and supported by the Dispatch Centers.
- D. All participants will use standard command procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters. The Incident Management System for use by Automatic Aid participants shall be NIMS.
- E. It is the desire of all Automatic Aid participants to explore other opportunities for joint training, including entry level training, mini academies, refresher training and systems training. By training together and using common procedures, participants have a higher level of confidence in each other.
- F. To ensure compatibility of equipment, participants should maintain a mutually agreed upon inventory of equipment (based upon minimum NFPA standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by related NFPA Standards).
- G. Participants shall utilize standardized terminology for all apparatus.

- H. Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and ISO recommendations). The Dispatch Centers can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.
- I. Participants recognize the importance of service delivery and personnel safety issues. Participants shall develop a plan to accomplish staffing per NFPA standards.
- J. Departments will use safety officers at emergency scenes and will follow standardized procedures as recommended by NFPA. Staff filling the role of safety officer will participate in training.
- K. Participants agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander that is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tankers.
- L. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide some assistance outside its jurisdictional boundaries and that the level of service delivered within the Automatic Aid Agreement will be comparable.
- M. Participants shall define "time of dispatch" as the point in time at which the Dispatch Center has notified the station or (responding unit if out of station) of the call through the station alert system or radio.
- N. Participants shall measure "response time" from the time of dispatch to time of arrival

on-scene.

- O. Calls outside the response boundaries of the automatic aid response agreement will be considered mutual aid where such written agreements exist. Requests for and responses to mutual aid will be at the sole discretion of the department/fire district involved.

9. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10. It is specifically agreed by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursements from City, State and Federal agencies.

11. In the event a party shall sustain a loss or damage to its equipment or injury to any of its personnel while responding to an incident in the jurisdiction of the other party, unless a result of the negligent actions of the other party, such loss shall be the sole responsibility of the party responding to the incident, and the other party shall not have any liability for such damage or injury. Should the loss or damage be the result of negligence or the negligent actions of the other party, the party responding shall retain all rights available for compensation under the laws of the State of South Carolina.

12. The parties further understand that this agreement supersedes any previous Automatic Aid Agreement between either of the parties hereto.

13. If one party wishes to terminate this agreement, six months (180 days) notice in writing of intention to terminate shall be given to the parties involved.

14. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

15. The parties to this agreement hereby agree that other departments dispatched by the Dispatch Centers may be added to this Automatic Aid Agreement upon approval of the participants.

16. This Automatic Aid Agreement shall be reviewed and renewed by the parties, with appropriate signatures and authorization, every five years or as deemed necessary. Failure to review and/or renew this Automatic Aid Agreement within five years after signing shall result in its mutual termination.

IN WITNESS WHEREOF, the parties to hereto have executed this Agreement in duplicate original, the day and year first above written.

WITNESSES:

Kelli Ricard
Marta M. Valentino

Derna M. Smith
Kelli Ricard

WITNESSES:

Ashley Jenkins
Tasha Watson

Michael Cook
Joni Hines

CITY OF WEST COLUMBIA

By: Jennifer J. Cunningham
Its: City Administrator

By: Wyatt Coleman
Its: Fire Chief

CITY OF COLUMBIA

By: Teresa B. Wilson
Its: City Manager

By: Aubrey D. Jenkins
Its: Fire Chief

APPROVED AS TO FORM
Jeanne Lisowski
Legal Department City of Columbia, SC