



Item: Agreement for Mutual Aid in Fire Protection and Hazardous Materials Incident Response (ICBM Alert/Launch Facilities/ICBM Transport Incidents and On/Off Base Support)

From: Randall E. McCamley, Fire Chief

Initiated By: Malmstrom AFB, Commander

Presented By: Randall E. McCamley

Action Requested: Approve the Agreement for Mutual Aid in Fire Protection and Hazardous Materials Incident Response and authorize the City Manager to execute the Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Agreement for Mutual Aid in Fire Protection and Hazardous Materials Incident Response and (authorize/not authorize) the City Manager to execute the Agreement.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.

Staff Recommendation: Staff recommends that the City Commission approve the Agreement for Mutual Aid in Fire Protection and Hazardous Materials Incident Response (ICBM Alert/Launch Facilities/ICBM Transport Incidents and On/Off Base Support) with the Secretary of the Air Force acting by and through the Commander, Malmstrom Air Force Base (MAFB).

Background: There has been a long standing mutual aid agreement with MAFB to provide assistance when requested during emergencies. Since the last time the agreement was signed in September, 2005, MAFB has assisted GFFR in three alarm fires to back fill fire stations. Reciprocally, GFFR has provided assistance during an aircraft crash on MAFB and at other times when MAFB has had equipment shortages.

Additionally, the Hazardous Materials Technician Team has been a mutual effort between MAFB Fire Protection, Montana Air National Guard Fire Department and GFFR. This mutual agreement has made the Regional HazMat Team one of the best trained and equipped teams in the State.

Workload Impacts: Fire Service Mutual Aid assists the fire service in staffing and equipping itself for a major incident like an airliner crash, or major man-made or natural disaster. Mutual aid agreements have been signed to allow the neighboring fire services to lend assistance without prior approval from the elected body or the MAFB Commander, respectively, before rendering assistance. Therefore, the agreement may actually decrease the workload for fire services on the receiving end of a mutual aid response.

Also, responding to a mutual aid request is not mandatory. In other words, there is no expectation that a fire service would respond and leave its jurisdiction with diminished protection.

Purpose: Each department agrees that its intent, with respect to the rendering of assistance to the department under this agreement, is not to seek reimbursement from the department requesting such assistance.

Additionally each department waives all claims against the other department for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

Each department agrees to follow the Incident Command System and to abide by the direction and commands of the department requesting mutual aid assistance.

Project Work Scope: If approved, this Agreement will remain in effect for 5 years from the date of signature.

Conclusion: A Mutual Aid Agreement has been in place between GFFR and MAFB since the inception of the practice started in the State of Montana. Over the years this Agreement has been of mutual benefit to both organizations and will continue if approved by the Commission.

Concurrences: This Agreement for Mutual Aid in Fire Protection and Hazardous Materials Incident Response has been reviewed and approved by the City Attorney and Great Falls Fire Rescue Chief.

Fiscal Impact: There are no direct fiscal impacts.

Alternatives: The Commission could choose to disapprove this mutual aid agreement.

Attachments/Exhibits: Agreement for Mutual Aid in Fire Protection and Hazardous Materials Incident Report (ICBM Alert/Launch Facilities/ICBM Transport Incidents and On/Off Base Support)

**AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND HAZARDOUS
MATERIALS INCIDENT RESPONSE
(ICBM ALERT/LAUNCH FACILITIES, ICBM TRANSPORT INCIDENTS AND ON/OFF BASE SUPPORT)**

This Mutual Aid Agreement (the "Agreement"), is made and entered into this ___ day of _____ 20___, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, Malmstrom Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the GREAT FALLS FIRE RESCUE. Together the Air Force and GREAT FALLS FIRE RESCUE 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 events 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, 15 U.S.C. § 2210 and , Montana Code Annotated section 7-33-2405 the regulations implementing same at 44 Code of Federal Regulations Part 151 and Air Force Instruction 32-2001, The Fire Protection Operations and Fire Prevention Program.
- b. This Agreement shall 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 Malmstrom AFB fire department by a representative of the GREAT FALLS FIRE RESCUE, fire protection equipment and personnel of the Malmstrom AFB fire department will be dispatched to any point within the area for which the GREAT FALLS FIRE RESCUE normally provides fire protection services as designated by the representatives of the GREAT FALLS FIRE RESCUE.
- d. On request to a representative of the GREAT FALLS FIRE RESCUE by a representative of the Malmstrom AFB fire department, fire protection equipment and personnel of the GREAT FALLS FIRE RESCUE will be dispatched to any point within the jurisdiction of the Malmstrom AFB as designated by the representative of the Malmstrom AFB 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 and shall specify the location to which the equipment and personnel are to be dispatched, but 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 site for the responding organization.

(2) The responding organization shall report to the officer in charge (IC) of the requesting organization at the location to which the equipment is 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). Hazardous Materials incident response shall include the response to, and control and containment of any release or suspected release of any material suspected to be or known 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 hazardous materials 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 GREAT FALLS FIRE RESCUE normally provides fire protection services, the chief of the Malmstrom AFB 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 Malmstrom AFB 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 (Title 44 of the Code of Federal Regulations, Part 151), GREAT FALLS FIRE RESCUE 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 (NFPA) 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 above.

i. All equipment used by GREAT FALLS FIRE RESCUE in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for GREAT FALLS FIRE RESCUE under this Agreement will, at the time of such action, be an employee or volunteer member of GREAT FALLS FIRE RESCUE.

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. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties shall attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they shall attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral shall be divided equally between the Parties, and the selection of any third party neutral shall be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause shall be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

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

TERMS OF THE AGREEMENT

n. This Agreement shall become effective on the date of the last signature to the Agreement and will remain in effect for 5 years from that date (the "Term") and automatically renews annually for a term 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 at least one hundred and eighty

(180) days in advance of the proposed date of termination. Such notification shall be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement shall 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.

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

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

For the Air Force:

Malmstrom AFB Fire Department
c/o Commander

21 77th St N. Suite 144
Malmstrom AFB, MT, 59402-7538

And:

Department of the Air Force
c/o The AF Fire Chief

HQ AFCESA/CEXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Malmstrom AFB
c/o Fire Chief

341 CES/CEF
21 73rd St.
Malmstrom AFB, MT 59402

For: GREAT FALLS FIRE RESCUE

Attention to: Fire Chief
105 9th St. South
Great Falls, MT 59401

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

FIRE DEPARTMENT
For: GREAT FALLS FIRE RESCUE
By: _____
Name: _____
Fire Chief
Date: _____

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force
By: _____
Name: _____
Commander, 341st Missile Wing
Date: _____

For Malmstrom AFB Fire Department
By: _____
JOSHUA S. TRUNDLE, SMSgt, USAF
Fire Chief, Malmstrom Air Force Base

CITY OF GREAT FALLS

Gregory T. Doyon, City Manager
City of Great Falls

DATE: _____

DATE: _____

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney