



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

Agenda Item No.

16b

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Ordinance/First Reading Ordinance/Second & Final Reading Resolution/First & Final Reading Information Only

AGENDA DATE REQUESTED: March 13, 2023

ORDINANCE/RESOLUTION CAPTION:

TO APPROVE A MEMORANDUM OF UNDERSTANDING AND AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF GREENVILLE FOR AND ON BEHALF OF THE GREENVILLE FIRE DEPARTMENT AND BOILING SPRINGS FIRE DISTRICT FOR CERTAIN EMERGENCY INCIDENTS WITHIN THE DESIGNATED AREAS OF THE CITY AND THE DISTRICT

REVISED: EXHIBIT REVISED PRIOR TO FIRST AND FINAL READING

SUMMARY BACKGROUND:

This Resolution authorizes an Automatic Aid Agreement for certain emergency incidents occurring within the city limits of Greenville and the Boiling Springs Fire District.

IMPACT IF DENIED:

Both agencies will still work under Mutual Aid Agreements.

FINANCIAL IMPACT:

N/A

REQUIRED SIGNATURES

Department Director

DocuSigned by:
Brian Horton
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City Attorney

DocuSigned by:
Leigh Padletti
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DocuSigned by:

OMB Director

City Manager

DocuSigned by:
John McDonough
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A R E S O L U T I O N

TO APPROVE A MEMORANDUM OF UNDERSTANDING AND AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF GREENVILLE FOR AND ON BEHALF OF THE GREENVILLE FIRE DEPARTMENT AND BOILING SPRINGS FIRE DISTRICT FOR CERTAIN EMERGENCY INCIDENTS WITHIN THE DESIGNATED AREAS OF THE CITY AND THE DISTRICT

WHEREAS, the city of Greenville (the “City”) is an incorporated municipality and political subdivision of the State of South Carolina; and

WHEREAS, the Boiling Springs Fire District (the “District”) is a special purpose district and political subdivision of the State of South Carolina, created by special legislation of the South Carolina General Assembly prior to the South Carolina Home Rule Act; and

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the City and the District acknowledge that this Agreement is an intergovernmental agreement authorized under Article VIII, Section 13, of the South Carolina Constitution; and

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

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810 provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the Parties are dedicated to providing support to each other to improve the safety of their citizens and their firefighters; and

WHEREAS, “Automatic Aid” is defined herein as assistance that is automatically dispatched for emergency incidents occurring within the designated areas of the Parties’ respective jurisdictions; and

WHEREAS, the Parties desire to memorialize their understanding of Automatic Aid for certain emergency incidents that occur in the designated response areas of their respective jurisdictions in an agreement in substantially the same form as the agreement attached hereto and incorporated herein as Exhibit A (the “Agreement”); and

WHEREAS, City Council finds the Agreement reasonable and in the best interests of the citizens of the city of Greenville; and

WHEREAS, City Council finds the Agreement should be approved and made to have full force and effect;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, City Council approves the Agreement in substantially the same form as Exhibit A, attached hereto and incorporated herein, and hereby authorizes the City Manager to execute same. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

RESOLVED THIS 13 DAY OF MARCH, 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

MEMORANDUM OF UNDERSTANDING
AND AUTOMATIC AID AGREEMENT

This Memorandum of Understanding (“Agreement”) is made and entered into by and between the City of Greenville, South Carolina (the “City”), for and on behalf of the City of Greenville Fire Department (“GCFD”), and the Boiling Springs Fire District (“BSFD”) (each a “Party” and collectively, the “Parties”), and shall be effective on the date that the Agreement has been signed by the last of the Parties hereto. Each party is responsible for any approval requirements of their respective governing bodies as may be required under the laws of the State of South Carolina.

WHEREAS, the City is an incorporated municipality and political subdivision of the State of South Carolina; and

WHEREAS, the BSFD is a special purpose district and political subdivision of the State of South Carolina, created by special legislation of the South Carolina General Assembly prior to the South Carolina Home Rule Act; and

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the City and the BSFD acknowledge that this Agreement is an intergovernmental agreement authorized under Article VIII, Section 13, of the South Carolina Constitution; and

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

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810 provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in the State at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the Parties are dedicated to providing support to each other to improve the safety of their citizens and their firefighters; and

WHEREAS, “Automatic Aid” is defined herein as assistance that is automatically dispatched for emergency incidents occurring within the designated areas of the Parties’ respective jurisdictions; and

WHEREAS, the Parties desire to memorialize their understanding of Automatic Aid for certain emergency incidents that occur in the designated response areas of their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

I. Terms of Automatic Aid Dispatch.

A. It is expressly agreed and understood that the primary responsibility of the GCFD and the BSFD is to provide emergency services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that a Party whose assistance is requested shall be the sole judge as to whether or not it can respond to an emergency incident and to what extent it can comply with the request for assistance from the other Party.

B. This Agreement applies to "identified" calls for service occurring within the designated areas of the City and the BSFD.

C. Each Party agrees to follow the following procedure for Automatic Aid:

1. Upon receiving a dispatch from a Communication Center/PSAP, the GCFD and/or the BSFD will automatically respond to emergency incidents occurring in each fire department's protection area.
2. The request for assistance shall include: (i) a description of the situation creating the need for assistance, (ii) the specific aid needed, (iii) the specific apparatus needed, and (iv) the location to which firefighters are to be dispatched. It is recommended that all the information listed above be delivered through the Computer Automatic Aid (CAD) and that the fire departments acknowledge their response with Mobile Data Terminals (MDT) if available.
3. All emergency incident operations will be conducted in accordance with 29 CFR §1910.134, Respiratory Protection Program, for personnel working in atmospheres that pose an immediate threat to life and health (IDLH).
4. All tactical units and personnel responding to a mutual dispatch emergency incident will operate in accordance with the Incident Command System prescribed by the U.S. Department of Homeland Security's National Incident Management System (NIMS). The use of 10-codes shall be prohibited. Good judgment for using "Plain Language" should prevail. Keep radio traffic to the minimum necessary to convey information. Radio traffic shall be clear and concise. Upon arrival at scene, the use of the Blue Card radio reporting template to convey the situation to incoming units is recommended. Incidents will be under the command of the first arriving officer on scene, regardless of jurisdiction, until command is assumed by an officer of appropriate rank from the jurisdiction in which the incident is located.
5. Units responding to emergency incidents must comply with the agreed upon standard operating guidelines (SOG) for structural firefighting, its SOG for incident management, and/or the Incident Commander's directions. A committee will be formed with equal representation from each Party to establish these SOGs.
6. Incident Commanders will use a personnel accountability system to monitor the location and assignment of personnel during emergency incident operations.
7. Only personnel trained according to NFPA 1001, Standard for Fire Fighter Professional Qualifications, Firefighter II, or an equivalent level will participate in emergency incidents when providing Automatic Aid.

8. All Automatic Aid apparatus will be staffed with a minimum of three personnel meeting NFPA qualifications examples (NFPA 1001, NFPA 1002 and NFPA 1021).

D. Each Party shall bear its own costs and expenses in complying with this Agreement. The assisting Party shall not be reimbursed by the requesting Party for the use of its equipment and personnel. For the avoidance of doubt, this Agreement shall in no manner affect the compensation, pension, or retirement rights of any responding personnel.

E. Each Party shall be responsible for its own equipment and personnel and further agrees to waive any and all claims it may have against the other Party for compensation of any loss, damage, personal injury, or death occurring as a result of any performance under the terms of this Agreement.

F. The Parties agree to participate in quarterly joint training exercises.

II. **Apparatus and Personnel Staging.** The Parties agree to use the following levels of staging:

A. ON SCENE: Staging area for personnel will be designated by the Incident Commander. All personnel arriving at the scene shall report to staging and check in for accountability.

B. LEVEL I: Level I is located one or two blocks from the scene, where apparatuses are staged, but not committed to the emergency incident until given an assignment by the Incident Commander.

C. LEVEL II: For large emergency incidents where command desires to maintain a reserve of apparatuses and manpower close to the scene, respond and standby at the pre-determined, designated staging area and await assignment by the Staging Area Manager.

III. **Recordkeeping.**

A. The requesting Party shall be primarily responsible for maintaining records relating to the emergency incident for which Automatic Aid has been requested. However, each Party shall maintain records of activities of its personnel that it would otherwise generate within its own jurisdiction including, but not limited to, incident reports. Each Party shall make these records available to the other Party upon request and without cost.

B. The requesting Party shall be primarily responsible for responding to Freedom of Information ("FOIA") requests relating to the emergency incident for which assistance has been requested. However, each Party shall maintain records as set forth above and assist the requesting Party in responding to FOIA requests in a timely manner and without cost.

IV. **Terms of the Agreement.**

A. Term; Termination. This Agreement shall continue in effect for three years, unless earlier terminated by the Parties hereto as provided herein. Any renewal of this Agreement shall be accomplished only by legislative act of equal dignity.

B. Termination. Each Party shall have the right to terminate this Agreement upon 90 days' prior written notice to the other Party. Such notice shall be effective upon receipt by the other Party.

C. Entire Agreement; Amendments. This Agreement represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any existing agreements, written

or otherwise, among the Parties concerning the subject matter of Automatic Aid. This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of each of the Parties to this Agreement.

D. Other Agreements. THIS AGREEMENT DOES NOT ALTER, IN ANY WAY, EXISTING AGREEMENTS WITH OTHER AGENCIES SUCH AS THE GCFCA COUNTYWIDE MUTUAL AID AGREEMENT OR THE SC STATEWIDE MUTUAL AID AGREEMENT.

E. Assignment. This Agreement may not be assigned by either Party hereto without the express written consent of the other Party. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

F. Employment Status. Nothing herein shall be construed or interpreted to imply that the firefighters responding in accordance with this Agreement shall be the employees of the fire agency requesting such assistance.

G. Insurance. Each Party shall maintain suitable insurance coverage for general liability, automobile liability, workers' compensation for the benefit of its own employees, and other such coverage as may be required by law or deemed advisable by individual Parties.

H. No Indemnification or Third-Party Rights. To the extent provided by law, the Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits, or damages that arise from the activities of their employees, officers, and officials under this Agreement. No right of indemnification is created by this Agreement, and the Parties expressly disclaim such right. This Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this Agreement.

I. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of South Carolina.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties hereto have executed this Agreement as of the dates set forth below.

CITY OF GREENVILLE, SOUTH CAROLINA

John F. McDonough

City Manager

Date: _____

BOILING SPRINGS FIRE DISTRICT

Name: _____

Title: _____

Date: _____

DRAFT

Approved as to form:

City Legal Department

Reviewed:

City Fire Chief

Reviewed:

City Interim Director of OMB

Received:

City Risk Manager

Received:

City Purchasing Administrator

DRAFT