



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

Agenda Item No.

16a

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: May 8, 2023

ORDINANCE/RESOLUTION CAPTION:

RESOLUTION TO APPROVE A MUTUAL AID AGREEMENT BETWEEN THE CITY OF GREENVILLE FOR AND ON BEHALF OF THE GREENVILLE FIRE DEPARTMENT AND FIRE DEPARTMENTS IN GREENVILLE COUNTY FOR CERTAIN EMERGENCY INCIDENTS WITHIN THE DESIGNATED AREAS

SUMMARY BACKGROUND:

This Resolution authorizes an agreement to provide for mutual aid, assistance hazardous materials protection, technical rescue protection, and back-up fire protection services between the City of Greenville Fire Department and Fire Departments in Greenville County for certain emergency incidents within the designated areas.

IMPACT IF DENIED:

The Agreement for mutual aid between City of Greenville Fire Department and other fire departments in Greenville County will not be executed.

FINANCIAL IMPACT:

N/A

REQUIRED SIGNATURES

Department Director

DocuSigned by:
Brian Horton
85BBFCF3109DB492...

City Attorney

DocuSigned by:
Leigh Paolletti
5CBFADF322244F8...
DocuSigned by:

OMB Director

City Manager

Brandon Madden
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A RESOLUTION

TO APPROVE A MUTUAL AID AGREEMENT BETWEEN THE CITY OF GREENVILLE FOR AND ON BEHALF OF THE GREENVILLE FIRE DEPARTMENT AND FIRE DEPARTMENTS IN GREENVILLE COUNTY FOR CERTAIN EMERGENCY INCIDENTS WITHIN THE DESIGNATED AREAS

WHEREAS, the fire departments in Greenville County (the “Parties”) wish to enter into an agreement to provide for mutual aid, assistance hazardous materials protection, technical rescue protection, and back-up fire protection services for their respective fire districts; and

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the Parties hereto 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 _____ DAY OF _____, 2023.

MAYOR

Attest:

CITY CLERK

EXHIBIT A

STATE OF SOUTH CAROLINA)	AGREEMENT FOR MUTUAL AID
)	
COUNTY OF GREENVILLE)	

WHEREAS, the undersigned fire departments in Greenville County (the “Parties”) wish to enter into an agreement to provide for mutual aid, assistance hazardous materials protection, technical rescue protection, and back-up fire protection services for their respective fire districts; and

WHEREAS, the purpose of this agreement is to define the scope of such mutual aid and the responsibilities of the Parties hereto;

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

- (1) It is agreed and understood that the primary responsibility of each of the undersigned fire departments shall be to provide fire protection and services within the boundaries of its own fire district. Therefore, it is agreed that the fire department whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

- (2) Only an authorized official of the fire department requiring such assistance shall make a request for assistance. The request shall include a description of the situation creating the need for assistance, an estimate of the amount and type of equipment and materials needed and the number of personnel requested, and shall specify the location to which the equipment, materials, and personnel are to be dispatched.

- (3) The assisting fire department shall report to the officer in charge of the requesting fire department or to the designated staging area, if applicable, at the scene of the incident. The assisting fire department shall use its best efforts to cooperate with and aid the requesting fire department.

- (4) The assisting fire department shall be released by the officer in charge when its services are no longer required or when it is needed to respond to a call within the boundaries of its own fire district; provided, however, the assisting fire department shall use its best efforts to complete its requested services before being released.

- (5) Each of the Parties hereto agrees that it 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 terms of this agreement.

- (6) The assisting fire department shall not be reimbursed by the requesting fire department for the use of their equipment and personnel. However, it shall be the responsibility of the requesting fire department to reimburse the assisting fire department for any firefighting material (e.g., foam) it uses to control the incident or to replace such materials. Furthermore, the assisting fire department will not be responsible for cleanup or removal of hazardous materials created by the incident or firefighting efforts.

(7) All equipment used by the assisting fire department in carrying out this agreement shall, at the time of such action, be owned by it.

(8) Nothing contained herein shall be construed or interpreted to mean the assisting fire department is an agent or employee of the requesting fire department.

(9) All responding agencies will follow communication and accountability policies set forth by the Greenville County Fire Chiefs Association.

(10) This agreement shall be effective from **January 1, 2023**, until **December 31, 2024**. Any party to this agreement may withdraw from and terminate its support of this agreement by providing written notice to all other Parties hereto. Any party may be added to this agreement by providing written notice to all Parties hereto.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have hereunto set their hand and seals as of the dates set forth below.

CITY OF GREENVILLE, SC, FOR AND OBO
GREENVILLE CITY FIRE DEPARTMENT

Brian Horton
Fire Chief

Date: _____

Fire Chief

Fire District

City Administrator/Commission Chairperson

Commissioner

Commissioner

or _____
City

or _____
Commissioner

or _____
Commissioner

or _____
Commissioner