

REQUEST FOR CITY COUNCIL CONSIDERATION

Meeting Date: August 15, 2022

Agenda Item: 5A	Prepared by: Chris Noury, City Attorney
Agenda Section: Consent: Resolution	Date: July 28, 2022
Subject: A Resolution to approve the Mutual Aid Agreement with the Horry Georgetown Fire Chiefs' Association	Division: Legal

Background:

Attached is a Resolution to approve the Mutual Aid Agreement between the City of North Myrtle Beach and Horry Georgetown Fire Chiefs' Association for the purpose of securing to each the benefits of providing and receiving mutual aid for fire suppression, fire prevention, EMS, technical rescue, hazardous materials, and any other planned or unplanned situation that is required.

Recommended Action:

Adoption of the Resolution

Reviewed by Division Head	Reviewed by City Manager	Reviewed by City Attorney
Council Action: Motion By _____ 2 nd By _____ To _____		

A RESOLUTION

A RESOLUTION TO APPROVE THE MUTUAL AID AGREEMENT BETWEEN THE CITY OF NORTH MYRTLE BEACH AND Horry Georgetown Fire Chiefs' Association AND TO AUTHORIZE THE CITY MANAGER TO SIGN THE MUTUAL AID AGREEMENT ON BEHALF OF THE CITY.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL FOR THE CITY OF NORTH MYRTLE BEACH, SOUTH CAROLINA:

Section 1: The Mutual Aid Agreement referenced above is hereby approved.

Section 2: The City Manager is authorized to sign the Mutual Aid Agreement on behalf of the City.

Section 3: The Resolution shall become effective upon the date of passage.

DONE, RATIFIED AND PASSED, THIS _____ DAY OF _____, 2022.

ATTEST:

Mayor Marilyn Hatley

City Clerk

Resolution: RES 22-07



Horry Georgetown Fire Chiefs' Association

Mutual Aid Agreement



This agreement, voluntarily entered into by and between the undersigned parties, is for the purpose of securing to each the benefits of providing and receiving mutual aid for fire suppression, fire prevention, EMS, technical rescue, hazardous materials, and any other planned or unplanned situation that is required.

This agreement shall remain in effect for five (5) years from October 1, 2022, or until terminated as stated below, and shall be reviewed annually by the Executive Committee of this Association. This agreement will automatically renew for one additional year, one time only, after which it will terminate. This agreement may be modified during the annual review by a simple majority of members of the Executive Committee.

IT IS AGREED THAT:

Upon a request by a party listed in this agreement, the other participating departments shall dispatch to the requesting party the necessary personnel and/or equipment applicable to the following conditions:

1. The requesting party shall specify the nature of the response, the type and amount of equipment, the number of personnel, as well as the location to which they shall report.
2. The National Incident Management System (NIMS) shall be utilized and all responding assets and personnel shall be subject to the directions and orders of the designated Incident Commander.
3. Each department shall complete their own incident documentation and/or reporting mechanism to ensure compliance with local, state, and federal incident reporting requirements. Each party shall make their records available to the other parties upon request without charge.
4. All personnel dispatched to a mutual aid request shall be active, qualified personnel of a bonafide fire department within Horry or Georgetown Counties and the equipment shall be owned by the providing agency.
5. In the event a provider's personnel and equipment need to return to their home jurisdiction, the requesting party hereby agrees to immediately release such personnel and equipment. Additionally, it is also the intent of the parties that the personnel and equipment of a providing party shall be released upon determination by the Incident Commander that their assistance is no longer necessary.
6. If a request for mutual aid provides an undue hardship for the requested party to provide emergency services within their own jurisdiction, they may deny the request or only provide what they deem acceptable. The requestor must then make a request to another party listed in this agreement.



Horry Georgetown Fire Chiefs' Association

Mutual Aid Agreement



7. All parties agree that no reimbursement shall be requested or made as a result of injury to personnel or damage to equipment resulting from mutual aid that is provided pursuant to this agreement. All parties further agree that no charges shall be levied for providing mutual aid per this agreement.
8. The parties shall be solely responsible for the acts and/or omissions of their respective members, employees, officers, and officials. No right of indemnification is created by the agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights of obligations in favor of any person or entity not a party to this agreement. Additionally the parties agree that neither will pursue subrogation of Workers Compensation claims for injuries by members of the other entity.
9. Nothing herein contained shall be construed or interpreted to imply that the firefighters transferred or assigned in accordance with this agreement are employees of the requesting agency.

This Agreement shall remain in full force for five (5) years from **October 1, 2022**. Any party to this Agreement may, at its sole discretion, elect to terminate its participation by providing written notice of termination to each of the other participating parties' fire chief and this association. In that event, termination shall only be effective as to the requesting party. This entire agreement may be terminated by a simple majority vote of the Executive Committee.