

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND HAZARDOUS MATERIAL INCIDENTS RESPONSE (US)

This agreement, entered on this 15th day of August 2012, between the Secretary of the Air Force acting pursuant to the authority of 42 U.S.C. 1856(a) and the Rapid City Fire Department is securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incident, and in fire fighting. It is agreed that:

- a. On request to a representative of the Ellsworth Air Force Base Fire Department by a representative of the Rapid City Fire Department, fire fighting equipment and personnel of the Ellsworth Air Force Base will be dispatched to any point within the area for which the Rapid City Fire Department normally provides fire protection or hazardous materials incident response as designated by the representative of the Rapid City Fire Department.
- b. On request to a representative of the Rapid City Fire Department by a representative of the Ellsworth Air Force Base Fire Department, fire fighting equipment or hazardous materials incident response and personnel of the Rapid City Fire Department will be dispatched to any point within the fire fighting or hazardous materials incident response jurisdiction of the Ellsworth Air Force Base Fire Department as designated by the representative of the Ellsworth Air Force Base Fire Department.
- c. Any dispatch of equipment and personnel 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 a representative of the responding organization.
 - (2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.
 - (3) A 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) In the event of a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Rapid City Fire Department normally provides fire protection, the chief of the Ellsworth Air Force Base Fire Department or his representative may assume full command on arrival at the scene of the crash.

(5) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer to observe operations when responding to mutual aid emergencies.

d. The Rapid City Fire Department and Ellsworth Air Force Base Fire Department may claim reimbursement for the direct expenses and losses that are additional fire fighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 CFR Part 151, *Reimbursement for Costs of Fire Fighting on Federal Property*; Title 42, US Code, *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, Section 5121; and Air Force Instruction 10-802, *Military Support to Civil Authorities*, para 4.5.2.

e. Both parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with NFPA 1561.

f. Each party waives all claims against every 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 d above.

g. All equipment used by the Rapid City Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the Rapid City Fire Department under this agreement will, at the time of such action, be an employee or volunteer of the Rapid City Fire Department.

For Rapid City Fire Department:

For the Secretary of Air Force:

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