



1 **APPROVED AS TO LEGAL FORM:**

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4 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

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3 **AGREEMENT FOR MUTUAL AID IN FIRE EMERGENCY SERVICES**

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5 This Mutual Aid Agreement (the "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
6 20\_\_\_\_, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander,  
7 Little Rock Air Force Base, Arkansas pursuant to the authority of 42 U.S.C. § 1856a and the City of Little  
8 Rock, Arkansas, Little Rock Fire Department ("LRFD"), pursuant to the authority of Ark. Code. Ann. § 25-  
9 20-101 et seq. Together the Air Force and the LRFD are hereinafter referred to as the "Parties".

10 **WITNESSETH:**

11 **WHEREAS**, each of the Parties hereto maintains equipment and personnel for the suppression of fires  
12 and the management of other emergency incidents occurring within areas under their respective  
13 jurisdictions; and,

14 **WHEREAS**, as set forth in 42 U.S.C. § 1856 the term ‘fire protection’ includes personal services and  
15 equipment required for fire prevention, the protection of life and property from fire, firefighting, and  
16 emergency services, including basic medical support, basic and advanced life support, hazardous material  
17 containment and confinement, and special rescue events involving vehicular and water mishaps, and trench,  
18 building, and confined space extractions; and,

19 **WHEREAS**, the Parties hereto desire to augment the fire protection capabilities available in their  
20 respective jurisdictions by entering into this Agreement.

21 **NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS,**  
22 **OBLIGATIONS AND AGREEMENTS HEREIN ESTABLISHED, THE PARTIES HEREBY**  
23 **AGREE AS FOLLOWS:**

24 a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15  
25 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal  
26 Regulations Part 151 Emergency Management and Assistance and AFI 32-2001, Fire and  
27 Emergency Services Program.

28 b. This Agreement will serve as the agreement between the Parties for securing to each mutual  
29 aid in Fire Protection Services as defined above.

30 c. On request to a representative of the Little Rock Air Force Base Fire Department  
31 (LRAFBFD) by a representative of LRFD, fire protection equipment and personnel of the  
32 LRAFBFD will be dispatched to any point within the area for which LRFD normally provides Fire  
33 Protection Services as designated by the representatives of LRFD.

1           d. On request to a representative of LRFD by a representative of LRAFBFD, fire protection  
2 equipment and personnel of LRFD will be dispatched to any point within the jurisdiction of the  
3 Little Rock Air Force Base as designated by the representative of LRAFBFD.

4           e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject  
5 to the following conditions:

6           1) Any request for aid hereunder will include a statement of the amount and type of equipment  
7 and personnel requested and will specify the location to which the equipment and personnel  
8 are to be dispatched, but the amount and type of equipment and the number of personnel  
9 to be furnished will be determined by the responding organization. The requesting  
10 organization will ensure access to site for the responding organization.

11           2) The responding organization will report to the Officer in charge of the requesting  
12 organization at the location to which the equipment is dispatched, and will be subject to  
13 the orders of that official.

14           3) The responding organization will be released by the requesting organization when the  
15 services of the responding organization are no longer required or when the responding  
16 organization is needed within the area for which it normally provides fire protection.

17           4) HAZMAT Incident Response will include the response to, and control and containment of  
18 any release or suspected release of any material suspected to be or known to be hazardous.  
19 Where the properties of a released material are not known, it will be considered hazardous  
20 until proven otherwise by the requesting organization using all technical resources  
21 available. Clean-up and removal of contained HAZMAT will be the responsibility of the  
22 requesting organization.

23           5) In the event of a crash of an aircraft owned or operated by the United States or military  
24 aircraft of any foreign nation within the area for which LRFD normally provides Fire  
25 Protection Services, the Chief of LRAFBFD, or her or his or her representative, may  
26 assume full command on arrival at the scene of the crash.

27           6) Where local agencies do not assign an incident safety officer, an Air Force representative  
28 will be assigned to act as the Incident Safety Officer for Little Rock Air Force Base to  
29 observe Air Force operations.

30           f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party  
31 under this Agreement is not to seek reimbursement from the Party requesting such assistance.  
32 Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire  
33 Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal Regulations issued there under (44  
34 Code of Federal Regulations Part 151), LRFD is permitted to seek reimbursement for all or any part of its  
35 direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred

1 in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of  
2 42 U.S.C. § 1856a, and pursuant to any applicable State or Local IAW each Party hereby reserves the right  
3 to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs  
4 over normal operational costs) incurred by it in providing fire protection services to the other Party in  
5 response to a request for assistance. Furthermore, LRFD agrees to indemnify and hold harmless the United  
6 States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by  
7 the Air Force in providing Fire Protection Services to LRFD, which agreement to indemnify and hold  
8 harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or  
9 pollution of or contamination to air, land, water, person or property or such uses that may result in response  
10 actions under CERCLA, RCRA, or any other Federal, State or Local Laws. Notwithstanding any other  
11 provision of this Agreement, termination of this Agreement shall in no way affect LRFD's obligation under  
12 this paragraph to indemnify and hold harmless the United States from any liability that may arise from the  
13 use of fire-fighting foams, chemicals, or other materials by the Air Force in providing Fire Protection  
14 Services to LRFD, which obligation shall survive such termination.

15 g. Both Parties agree to implement the National Incident Management System during all emergency  
16 responses on and off Installations IAW National Fire Protection Association Standard 1561.

17 h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal  
18 injury, or death occurring as a consequence of the performance of this Agreement. This provision does not  
19 waive any right of reimbursement pursuant to paragraph f.

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

23 j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the  
24 Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the  
25 requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources  
26 as may be dispatched in response to such request.

27 k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for  
28 assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment  
29 and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible  
30 for the provision of Fire Protection Services needed within their own jurisdictions.

31 l. Disputes.

32 Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute  
33 using unassisted negotiation techniques (i.e., without the assistance of a neutral third-party). Either  
34 Party may request in writing that unassisted negotiations commence. As part of the unassisted  
35 negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are

1 involved, and shall use other early resolution techniques appropriate to the circumstances. If the  
2 dispute involves material issues of fact, the Parties may employ a neutral third-party to provide a  
3 confidential evaluation of the issues of fact.

4 m. Alternative Dispute Resolution.

5 (1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations,  
6 and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall  
7 employ alternative dispute resolution procedures involving nonbinding mediation of the  
8 dispute by a neutral third party. The alternative dispute resolution procedures employed shall  
9 include a confidential evaluation of both the facts and the law and the issuance of confidential  
10 recommendations by the neutral third-party.

11 (2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute  
12 resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be  
13 employed if determined by either Party to be inappropriate after taking into consideration the  
14 factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute  
15 resolution as inappropriate shall document its reasons in writing and deliver them to the other  
16 Party. The Parties shall enter into a master written alternative dispute resolution Agreement  
17 governing alternative dispute resolution proceedings that may be amended as needed to fit  
18 individual proceedings. (A template of an acceptable alternative dispute resolution agreement  
19 may be found at [www.adr.af.mil](http://www.adr.af.mil)).

20 (3) The Government's obligation to make any payment arising out of an agreement resolving a  
21 dispute under this Agreement is contingent upon the availability of funds proper for such  
22 payment. LRFD's obligation to make any payment arising out of an agreement resolving a  
23 dispute under this Agreement is contingent upon the availability of funds proper for such  
24 payment.

25 n. All notices, requests, demands, and other communications which may or are required to be delivered  
26 hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail  
27 delivery service or by Certified Mail, return receipt requested, at the following addresses:

28 For the Air Force:  
29 Little Rock Air Force Base  
30 c/o Commander, 19<sup>th</sup> Airlift Wing  
31 1250 Thomas Avenue  
32 Little Rock AFB, AR, 72099

33  
34 And:

35  
36 Department of the Air Force  
37 Air Force Civil Engineer Center/CXF  
38 139 Barnes Drive, Suite 1  
39 Tyndall AFB, FL, 32403-5319

1 And:  
2  
3 Little Rock Air Force Base  
4 c/o Installation Fire Chief  
5 239 Avenue A West  
6 Little Rock AFB, AR, 72099  
7  
8 For Little Rock Fire Department  
9 Little Rock Fire Department  
10 Attention to Fire Chief  
11 Delphone D. Hubbard  
12 500 West Markham Street, Suite 203  
13 Little Rock, AR, 72201  
14

15 **TERMS OF THE AGREEMENT**

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17 o. This Agreement will become effective on the date of the last signature to the Agreement and will  
18 remain in effect for five (5) years from that date (the "Term") and automatically renews for an additional  
19 five (5)-year period with the right to renew for additional two (2), five (5)-year terms not to exceed a total  
20 of twenty (20) years. Either Party may unilaterally terminate this Agreement during the Term by sending  
21 notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of  
22 termination. Such notification will be in the form of a written submission to the other Party.

23 p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between  
24 the Parties concerning the rendering of assistance from one to the other for the purposes stated in this  
25 Agreement.

26 q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will  
27 not become effective unless executed in writing by both Parties.

28 r. This Agreement may be executed in one or more counterparts, each of which will be deemed an  
29 original.

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

32 **FIRE DEPARTMENT**  
33 **For Little Rock Fire Department**

**THE UNITED STATES OF AMERICA**  
**by the Secretary of the Air Force**

34  
35 \_\_\_\_\_  
36 **DELPHONE D. HUBBARD**  
37 **Fire Chief**  
38 **City of Little Rock, Arkansas**  
39 **Date:** \_\_\_\_\_  
40

\_\_\_\_\_  
**JOHN M. SCHUTTE, Colonel, USAF**  
**Commander, 19th Airlift Wing**  
**Little Rock Air Force Base, Arkansas**  
**Date:** \_\_\_\_\_

1 \_\_\_\_\_  
2 **FRANK SCOTT, JR.**  
3 **Mayor**  
4 **City of Little Rock, Arkansas**  
5 **Date:**

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