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2 **Resolution Relating to**  
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**RESOLUTION**  
Sponsor(s): Councilors Shannon,  
Bushor, Decelles, Paul: Bd. of Finance

Introduced: 05/07/12  
Referred to: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

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6  
7 **AUTHORIZATION TO EXECUTE**  
8 **MUTUAL AID AGREEMENT WITH**  
9 **VERMONT AIR NATIONAL GUARD**  
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11  
12 **CITY OF BURLINGTON**  
13

14 In the year Two Thousand Twelve.....  
15 Resolved by the City Council of the City of Burlington, as follows:

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17 That WHEREAS, the Secretary of the Air Force and the Vermont Air National Guard and the Fire  
18 Department of the City of Burlington, Vermont have determined that it is in their mutual interest and  
19 benefit to enter into an agreement to secure each with the benefits of mutual aid fire protection and  
20 hazardous materials incident response for the protection of life and property from fire and hazardous  
21 materials incidents; and

22 WHEREAS, a mutual aid agreement between the Vermont Air National Guard and the City has  
23 been in place since February 1, 2008 and the Vermont Air National Guard wishes to have these mutual  
24 aid agreements reviewed and re-entered into every five years; and

25 WHEREAS, the Fire Department has reviewed the proposed renewed agreement and finds it to be  
26 beneficial to the City and its ability to respond effectively to fire and hazardous materials incidents; and

27 WHEREAS, agreements between the City and agencies of the United States Government such as  
28 the Air Force require city council approval pursuant to City Charter § 48(57);

29 WHEREAS, on April 30, 2012, the Board of Finance reviewed and recommended the approval of  
30 this agreement;

31 NOW, THEREFORE, BE IT RESOLVED that the Mayor and Fire Department Director, or his  
32 designee, are hereby authorized to execute a mutual aid agreement with the Secretary of the Air Force and  
33 the Vermont Air National Guard, or their designees in form and substance substantially similar to the  
34 attached agreement, subject to the prior approval by the City Attorney.  
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**AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION  
AND HAZARDOUS MATERIALS INCIDENT RESPONSE (S)**

Whereas, the Secretary of the Air Force and the Vermont Air National Guard, acting pursuant to the authority of United States Code, title 42, Section 1856 (a) and the City of Burlington, Vermont, acting pursuant to 24 Vermont Statutes Annotated, Section 1957, desire to enter into an agreement to secure each with benefits of mutual aid fire protection and hazardous materials incident response for the protection of life and property from fire and hazardous materials incidences. For this purpose, on \_\_\_\_\_ the parties hereby enter into the following agreement:

- a. On request to a representative of the Vermont Air National Guard Fire Department by a representative of the Burlington Fire Department fire fighting equipment and personnel of the Vermont Air National Guard Fire Department will be dispatched to any point within the area for which the Burlington Fire Department normally provides fire protection or hazardous materials incident response as designated by the representatives of the Burlington Fire Department.
- b. On request to a representative of the Burlington Fire Department by a representative of the Vermont Air National Guard Fire Department, fire fighting equipment or hazardous materials incident response and personnel of the Burlington Fire Department will be dispatched to any point within the fire fighting or hazardous materials incident response jurisdiction of the Vermont Air National Guard Fire Department as designated by the representative of the Vermont Air National Guard 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 an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Burlington Fire Department normally provides fire protection, the chief of the Vermont Air National Guard Fire Department or his or her representative may assume full command on arrival at the scene of the crash.
- d. The Burlington 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 Firefighting on Federal Property*.
- e. 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.
- f. All equipment used by the Burlington Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the Burlington Fire Department under this agreement will, at the time of such action, be an employee or volunteer member of the Burlington Fire Department.

The Burlington Fire Department agrees to release, acquit, and forever discharge the United States, its officers, agents, and employees, for all liability arising out of or connected with the use of United States equipment or personnel for fire control, crash, and rescue activities at or in the vicinity of the city of Burlington, Vermont and the city of Burlington further agrees to indemnify, defend, and hold harmless the United States, its officers, agents, and employees against any and all claims, of whatever description, arising out of or connected with such use of United States equipment or personnel. The agreements contained in the preceding sentence do not extend to claims arising out of or connected with services rendered solely for the protection of United States property or personnel, or to claims for damages caused solely by the negligence or willful misconduct of its officers, agents, or employees of the United States, without contributory fault on the part of any person, firm, or corporation; provided, however, that insofar as this paragraph may be inconsistent with the waiver or claims provisions contained in any reciprocal agreement for mutual aid in furnishing fire protection heretofore or hereafter entered into by the lessor with any agency of the United States pursuant to Public Law 84-46 (42 U.S.C. 1856, et seq.), the rights and obligations of the parties shall be governed by said waiver of claims provision and not by this paragraph.

- g. In the event of a state or national emergency or other military necessity, with or without notice, in The Adjutant General for the State of Vermont sole discretion, the availability of military assets and personnel under this agreement may be suspended or terminated.

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JAMES G. O'NEIL, COLONEL  
USP&FO, VTNG

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MIRO WEINBERGER  
Mayor, City of Burlington  
Duly authorized agent for the  
City of Burlington, Vermont

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SETH LASKER  
Chief Engineer, BFD  
Duly authorized agent for the  
City of Burlington, Vermont

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MICHAEL D. DUBIE  
Major General  
The Adjutant General

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The Civil Engineer for Chief  
National Guard Bureau



# Burlington Fire Department

BUSINESS OFFICE

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TO: BOARD OF FINANCE

FROM: Lise E. Veronneau, Business Administrator   
BURLINGTON FIRE & POLICE DEPARTMENTS

DATE: April 17, 2012

RE: **Mutual Aid Agreement with Vermont Air National Guard**

The Burlington Fire Department has reviewed the proposed renewed agreement (attached) and finds it to be beneficial to the City and its ability to respond effectively to fire and hazardous materials incidents.

The Secretary of the Air Force and the Vermont Air National Guard and the Fire Department of the City of Burlington, Vermont have determined that it is in their mutual interest and benefit to enter into an agreement to secure each with the benefits of mutual aid fire protection and hazardous materials incident response for the protection of life and property from fire and hazardous materials incidents.

A mutual aid agreement between the Vermont Air National Guard and the City has been in place since February 1, 2008 and the Vermont Air National Guard wishes to have these mutual aid agreements reviewed and re-entered into every five years.

Agreements between the City and agencies of the United States Government such as the Air Force require city council approval pursuant to City Charter § 48(57) and will be forwarded to City Council upon the Board of Finance's review.

We have been working with the City Attorney to document this agreement and draft a resolution for the City Council, to approve in May, accordingly.

CC: Seth Lasker, Fire Chief  
Mayor Miro Weinberger  
Paul R. Sisson, Temporary CAO  
Eugene Bergman, Asst City Attorney  
Scott Schrader, Assistant CAO  
Rich Goodwin, Assistant CAO

