

MEMORANDUM OF AGREEMENT

FB52CX-MOA-3019

FOR

MUTUAL AID

IN FIRE PROTECTION

BETWEEN

USAF FIRE DEPARTMENT AT DAEGU AIR BASE

AND

HEADQUARTERS OF DAEGU FIRE DEPARTMENT, ROK

대구 공군기지 미 공군 소방대와

대한민국 대구 광역시

소방본부 간의

화재방재에

관한

상호 지원 협정

Pursuant to the authority of 42 United States Code 1856(a), the Secretary of the Air Force and the Chief of Headquarters, Daegu Fire Department, Republic of Korea, agree to secure for each the benefits of mutual aid in the protection of life and property from fire, and firefighting at Daegu Air Base and Daegu City. This agreement will be effective upon the date of appropriate representatives' signature. It is agreed that:

미 법전 제 42 조 1856(a)항에 의거, 미공군성 장관과 대한민국 대구 광역시 소방본부장은 대구 공군기지와 대구 광역시에서 화재 발생시 인명과 재산 보호, 그리고 진화작업에 있어 상호지원의 이익을 확고히 하기 위해 합의한다. 본 합의서는 양측 대표자의 서명일 부터 발효하며 다음 사항들을 합의한다.

a. On request to a representative of the USAF Fire Department by a representative of the Headquarters, Daegu Fire Department, the USAF Fire Department will dispatch fire fighting equipment and personnel, when available, to an area where the Headquarters, Daegu Fire Department normally provides fire protection.

가. 대구 광역시 소방본부의 요청시, 미 공군 소방대는 대구 광역시 소방본부가 통상적으로 방재 관할업무를 제공하는 지역으로 지원가능한 소방장비와 소방대원들을 파견한다.

b. On request to a representative of the Headquarters, Daegu Fire Department by a representative of the USAF Fire Department, the Headquarters, Daegu Fire Department will dispatch fire fighting equipment and personnel, when available, to an area where the USAF Fire Department normally provides fire protection.

나. 미 공군 소방대의 요청시, 대구 광역시 소방본부는 미 공군 소방대가 통상적으로 방재 관할업무를 제공하는 지역으로 지원 가능한 소방장비와 소방대원을 파견한다.

c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

다. 본 협정에 의한 지원 제공은 의무사항은 아니지만, 지원 요청을 받은 측은 어떠한 사유로 지원을 할 수 없는 경우 지원을 요청하는 측에 즉시 통보해야 한다.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions.

라. 본 협정에 따른 소방장비와 소방대원의 파견은 다음 조건에 따른다.

(1) Any request for aid under this agreement will 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. The amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization shall determine.

본 협정에 의한 지원 요청에는 장비의 숫자와 종류, 소방대원의 규모, 특히 장비와 소방대원이 파견될 위치 등이 포함 되어야 한다. 그러나 지원될 장비의 숫자와 종류, 소방대원의 규모는 지원하는 소방대의 대표자가 결정한다.

(2) On a request for mutual aid assistance by the USAF Fire Department to the Headquarters, Daegu Fire Department, USAF Fire Department will contact the Base Defense Operations Center (BDOC), 11th Fighter Wing for immediate base access for fire fighters and vehicles dispatched by Headquarters, Daegu Fire Department. A representative of the USAF Fire Department or USAF Security Forces will escort them from main gate to the fire scene.

미 공군 소방대에서 대구 광역시 소방본부에 상호 지원을 요청할 시에는 미 공군 소방대는 대구 소방본부에서 파견된 소방요원들과 소방차량의 신속한 기지 출입을 위해 11 전비 기지 작전과 (기작과)에 연락을 취하고, 미 공군 소방요원이나 미 공군 헌병대원이 정문에서부터 화재 현장까지 이들을 인솔한다.

(3) 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 officer.

지원하는 소방대는 소방장비가 파견된 위치에 있는 지원요청 소방대의 현장 지휘관에 보고해야 하고 그의 명령에 따라야 한다.

(4) The responding organization will be released by the requesting organization when the service of the responding organization is no longer required, or when the responding organization is needed within the area where it normally provides fire protection.

소방지원 업무가 더 이상 필요치 않거나, 지원하는 소방대의 통상적인 방재 관할 지역 내에 파견된 소방대가 필요할 경우, 지원을 요청한 소방대는 파견 소방대의 지원업무를 해지한다.

(5) If a crash of aircraft owned or operated by the United States occurs within the area where the Headquarters, Daegu Fire Department normally provides fire protection, the Fire Chief of the USAF Fire Department or his representative may assume full command on arrival at the scene of the crash.

대구 광역시 소방본부의 통상적인 방재 관할지역 내에 미국적 항공기 추락사고가 발생할 경우 미 공군 소방대장 또는 그의 대리인은 사고현장 도착 즉시 방재업무에 관한 모든 지휘권을 행사한다.

(6) If a crash of aircraft owned or operated by the Republic of Korea occurs within the area where the USAF Fire Department normally provides fire protection, the Fire Chief of the Headquarters, Daegu Fire Department or his representative may assume full command on arrival at the scene of the crash.

미 공군 소방대의 통상적 방재 관할지역 내에 한국적 항공기 추락사고가 발생할 경우 대구 광역시 소방본부장 또는 그의 대리인은 사고 현장 도착 즉시 방재업무에 관한 모든 지휘권을 행사한다.

e. Each party hereby waives all claims against the other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement.

마. 양측은 상대방에게 본 협정 이행 결과로 발생하는 재산의 손실 및 피해, 부상 또는 사망에 대한 보상청구를 하지 않는다.

f. The fire chiefs and personnel of the Headquarters, Daegu Fire Department and the USAF Fire Department are encouraged to perform frequent reciprocal visits to each other's activity for familiarization, within the limits of local security requirements and if feasible, conduct joint pre-fire planning inspections and fire drills.

바. 대구 광역시 소방본부와 미 공군 소방대의 소방대장과 소방요원들은 현지 보안을 위한 필요조건 범위 내에서 상대방 소방활동에 대한 숙지를 위해 상호 자주 방문할 것을 촉구하고, 가능하면 합동으로 사전 방재계획 점검 및 소방훈련을 실시 한다.

g. All equipment used by the Headquarters, Daegu Fire Department in carrying out this agreement will, at the time of action, be owned by it. All personnel acting for the Headquarters, Daegu Fire Department under this agreement will, at time of action, be employees or volunteer fire fighters of the Headquarters, Daegu Fire Department.

아. 소방 방재 임무수행시, 본 협정을 이행하기 위해 대구 광역시 소방본부가 사용하는 모든 장비는 그들 소유의 장비로 제한하고, 본 협정 하에 대구 광역시 소방본부를 위해 활동하는 모든 소방대원들은 대구 광역시 소방본부 소속 소방 공무원이나 의용 소방대원으로 제한 한다.

h. All equipment used by the USAF Fire Department in carrying out this agreement will, at the time of action, be owned by it. All personnel acting for the USAF Fire Department under this agreement will, at time of action, be fire fighters the USAF Fire Department.

자. 소방 방재 임무 수행시, 본 협정을 이행하기 위해 미 공군 소방대가 사용하는 모든 장비는 그들 소유의 장비로 제한하고, 본 협정 하에 미 공군 소방대를 위해 활동하는 모든 소방대원들은 미 공군 소방대 소속 소방요원들로 제한 한다.

i. No party shall be reimbursed by any other party for any costs incurred pursuant to this agreement

본 협정과 관련하여 발생하는 어떠한 비용에 대해서 상호 배상하지 않는다.

j. This agreement shall become effective upon the date signed and will remain in force until cancelled by mutual agreement of the parties or written notice from one party to opposite party after expression of termination.

차. 본 합의는 서명일로 부터 효력을 발생하며 양측의 상호 합의로 취소되거나, 또는 어느 일방이 상대방에게 해지의사를 서면으로 통보할 때 까지 유효하다.

FOR THE MAYOR OF DAEGU CITY

대구 광역시장을 대리하여



HAM, SEONG WOONG

Director

함 성 응

소방 본부장

FOR THE SECRETARY OF THE AIR FORCE

미 공군성 장관을 대리하여



MICHAEL E. PELLETIER, Lt Col, USAF

Commander, 607th Support Squadron

마이클 이. 펠리티어, 미 공군 중령

제 607 지원대대장

2004. 9. 21

Date (서명일자)

5 OCTOBER 2004

Date (서명일자)

**LEGAL MEMORANDUM FOR  
MEMORANDUM OF AGREEMENT  
FB52CX-MOA-3019  
BETWEEN  
TAEGU AIR BASE FIRE DEPARTMENT, REPUBLIC OF KOREA  
AND  
TAEGU CITY FIRE DEPARTMENT, REPUBLIC OF KOREA  
CONCERNING  
MUTUAL AID IN FIRE PROTECTION**

**1. Background/Introduction:**

- a. The United States Air Force's Taegu Air Base Fire Department and the Republic of Korea Taegu City Fire Department desire to enter into an agreement concerning mutual aid in fire protection.
- b. The stated purpose of this MOUI is to provide the parties with the benefits of mutual aid in fire protection, prevention and suppression

**2. Procedural Authority**

- a. Article II, Section 1, of the U.S. Constitution provides for executive power and, under the authority of the Commander in Chief of the Armed Forces granted pursuant to Article II, Section 2, Clause 2, the executive branch of the U.S. Government may enter into international commitments. DOD Directive 5530.3, dated 11 June 1987, sets forth international agreement procedures and delegates to the Secretary of the Air Force (SecAF) the authority to approve the negotiation and conclusion of certain types of agreements. This agreement falls within the categories delegated to the SecAF because it would be considered a technical, operational, or working agreement involving predominately USAF matters.
- b. United States Forces Korea (USFK) Regulation 550-51 implements all aspects of international agreements between any USFK element, at any level including component commands, and any representative of a foreign government including its agencies, instrumentalities, or political subdivisions, or an international organization. It defines an international agreement for purposes of this regulation and implements exceptions and limitations covered under other regulations. Air Force Instruction (AFI) 51-701, para 1.1.1. delegates MAJCOM commanders the authority to approve negotiation and conclusion of certain types of agreements. PACAF, the MAJCOM for 7<sup>th</sup> Air Force, has published a PACAF Supplement to AFI 51-701. In that Supplement, dated 20 January 1995, HQ PACAF delegates its authority to approve negotiation and conclusion of such agreements to the Commander, 7<sup>th</sup> Air Force.

### 3. Substantive Authority

a. 10 USC 8013(b) authorizes the Secretary of the Air Force (SAF) to take necessary actions to carry out the missions of the United States Air Force, including functions necessary or appropriate the training, operations, logistical support, maintenance and effectiveness of the Air Force. 42 USC 1856a provides explicit authority for SAF to enter into reciprocal fire protection agreements with local (including foreign) municipalities.

b. U.S. responsibilities under the terms of the Mutual Defense Treaty Between the United States of America and the Republic of Korea will be furthered by this agreement, which provides for the protection of USAF assets and Korean assets from fire damage and destruction, thereby preserving the means for deterring attack as required by Article II of the Mutual Defense Treaty. Furthermore, Article XXV of the Status of Forces Agreement between the United States and Republic of Korea calls for cooperation of the two nations in securing and protecting U.S. property, equipment and personnel.

c. The Congress of the United States has the power under Article IV, Section 3, Clause 2 of the U.S. Constitution to direct how US funds are to be used. This power may be exercised either by a direct Act of Congress, by a treaty, or through executive agreement. The only instances in which the USAF would be required to expend funds to carry out the proposed agreement are when and if it would be required to assist the Taegu City Fire Department. Expenditure of such funds is authorized under 42 USC 1856a which states "funds available to any agency head for fire protection on installations or in connection with activities under the jurisdiction of such agency may be used to carry out the purposes of this chapter." The USAF is not required, under the proposed agreement, to reimburse the Taegu City Fire Department for its expenses. Such an arrangement is permissible under 42 USC 1856a, which states that any reciprocal fire protection agreements "may" provide for the reimbursement of any party for all or part of the cost incurred by such party in furnishing fire protection on behalf of any other party. This indicates that Congress did not intend for reimbursement in every agreement.

**4. Administrative Comments:** A fiscal memorandum must accompany the proposed agreement and this legal memorandum for 7 AF/CC's approval.

**5. Legal Opinion and Conclusion:** I conclude that the proposed agreement, in its present form, is a single-service agreement and therefore does not legally have to be reported to Congress under the provisions of the Case Act IAW 1 USC 112b.

a. Additionally, I specifically find the following:

1) Taegu Air Base Fire Department and Taegu City Fire Department may negotiate the proposed agreement;

2) The proposed agreement is consistent with US law and policy;

3) There is substantive and procedural legal authority for carrying out the obligations to be undertaken by the US under the proposed agreement;

4) The proposed agreement is within the scope of the Mutual Defense Treaty (MDT), signed 1 October 1953 and 42 USC 1856a, which governs mutual aid in fire protection; and

5) The text of the proposed agreement is legally sufficient to accomplish its desired objectives.

If the proposed agreement is changed at all during negotiations, it must be staffed to 7AF/JA before signing/conclusion.



MARK E. GARRARD, Colonel, USAF  
Staff Judge Advocate



DEPARTMENT OF THE AIR FORCE  
51<sup>ST</sup> COMPTROLLER SQUADRON (PACAF)  
UNIT 2067  
APO AP 96278-2067

FISCAL MEMORANDUM

Memorandum of Understanding between the United States Air Force and Taegu City, Republic of Korea concerning mutual aid and fire protection FB52CX-MOA-3019.

1. Providing Organizations:

607<sup>th</sup> Air Support Group

2. Support will be provided involving:

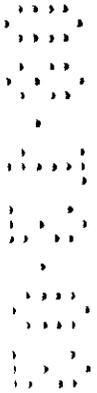
APPROPRIATION	ESTIMATED ANNUAL COST	REIMBURSABLE (YES/NO)
NONE	NONE	N/A

3. Recipient will finance the program as follows:

APPROPRIATION	DOLLAR AMOUNT
NONE	NONE

4. Reimbursement: N/A

*Lori Wortman*  
LORI A WORTMAN, Lt Col, USAF  
Commander, 51CPTS



## CERTIFICATE OF AUTHENTICITY

### 인 증 서

I certify that the English and Korean texts of the Memorandum of Understanding for Mutual Aid in Fire Protection between USAF Fire Department at Daegu Air Base and Headquarters of Daegu Fire Department, Republic of Korea, are in conformity with each other and that texts have the same meaning in all substantive respects.

본인은 대구 공군기지 미 공군 소방대와 대한민국 대구 광역시 소방본부 간의 화재방재에 관한 상호 지원협정의 본문 영어와 한국어가 일치하며, 양국어 판이 모든 실질적인 점에서 동일한 의미를 가짐을 확인 합니다.



YI, CHAE U, KGS-12

Logistics Management Specialist

607th Air Support Squadron

10 March 2004

이 재 우, 사무직 12 급

군수 기획관

제 607 군수지원대대

2004 년 5 월 25 일