

**MUTUAL AID FIRE FIGHTING AGREEMENT
BETWEEN
COMMANDING OFFICER - NAVAL AIR STATION,
FIRE DEPARTMENTS AND EMERGENCY SERVICE DISTRICTS LOCATED IN NUECES COUNTY
FOR THE PROVISION OF FIRE FIGHTING ASSISTANCE
April 15, 2015**

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is effective April 15th, 2015 and entered into by and between the Naval Air Station Corpus Christi, Fire Departments within Nueces County, and Emergency Service Districts located within Nueces County for fire-fighting assistance.

1. WITNESSETH.

a. WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and response to hazardous materials incidents occurring within areas under their respective jurisdictions, and

b. WHEREAS, each of the Parties hereto maintains equipment and personnel for the protection of life and property from fire to include basic medical support, basic and advanced life support, special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions and,

c. WHEREAS, the Parties hereto desire to augment the fire protection and hazardous material response capabilities available in their respective jurisdictions by entering into this Agreement, and

d. WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire or hazardous material incident is feasible, and

e. WHEREAS, it is the policy of the Fire Departments located within Nueces County to enter into Mutual Aid Agreements (MAA) with both Federal and non-Federal Fire Departments located within Nueces County, whenever practicable, and

f. WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the whole community located within Nueces County.

2. NOW, THEREFORE, BE IT AGREED THAT.

a. The Parties enter into a Mutual Aid Agreement (MAA) to provide personnel and equipment required for fire prevention; the protection of life and property from fire; fire fighting and suppression to include emergency services, including basic medical support, basic and advanced life support; hazardous material containment and confinement; and special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions.

b. The senior officer of a Fire Department or Emergency Service District belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at a fire or hazardous material incident, may request fire fighting assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.

c. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Departments shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

1) The senior officer on duty of the Fire Department receiving a request for assistance shall take the following actions:

(a) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(b) In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Fire Department without jeopardizing the mission of the Fire Department providing such resources.

2) The senior officer of the Fire Department requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Fire Departments involved, a senior officer of the Fire Department furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

d. The rendering of assistance under the terms of this Agreement shall not be mandatory.

1) The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

2) Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

e. The officers and personnel of the Fire Departments of the Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours (consistent with local security requirements) and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.

f. Each Party hereby agrees that the general intent with respect to the

rendering of assistance under this Agreement is not to seek reimbursement from the Party requesting such assistance. Exceptions to this understanding would apply in the event of lost or damaged equipment, substantial amounts of supplies expended that directly related to support provided under this MAA, or other significant costs incurred that exceed originally available funding as demonstrated by documentary proof of unprogramed/unbudgeted/unforecasted outlays and expenditures that were directly related to support provided under this MAA.

1) Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, signators of this agreement permitted to seek reimbursement for direct expenses and losses (defined as additional fire fighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States.

2) Under the authority of 42 U.S.C. § 1856a, Parties may seek reimbursement from the requesting party for the costs incurred by it in providing services to the other Party in response to a request for assistance if the operation extends past the agreed upon operational period, which will be eight hours. If units are used past the agreed upon operational period, then reimbursement will be made to the requested fire department at the current Federal Emergency Management Agency (FEMA) rates.

g. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

h. Independent of, and in addition to, any provisions of this Agreement, NASCC is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DOD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States (42 U.S.C. §§ 5121-5206; DOD 3025.1-M).

i. When conflicts arise, the Parties will strive to solve at the lowest organizational level; though if resolution is not achieved, it will be forwarded to the respective Fire Chiefs who will review the facts surrounding the conflict, and attempt to resolve the issue if it is within their organizational or legal limits to take needed action. If the Fire Chiefs are unable to reach a mutually agreeable resolution, they will identify a representative in their respective City, Military or other political/governmental organizational to resolve the conflict.

3. TRAINING.

a. Whenever either Party hosts fire protection training for its own Fire Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").

b. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate. Further, any such training will be provided on a space available basis only.

c. The Guest Department and/or its members will be solely responsible for

the payment of any and all costs necessary for the Guest Department personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

d. This Agreement is entered into voluntarily by all Parties with no obligation on the part of either to provide such training to the other or, if such training is offered to the other Party, to participate in such training.

e. The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department for training provided by the Host Department, as such rules, regulations and guidelines are made known to the Guest Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.

f. The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department under the terms of this Agreement.

4. LOCAL GOVERNMENT ENTITIES

a. Local Government Entity shall mean a county, municipality, special district, or other political subdivision of the State of Texas.

a. This agreement shall be authorized by the governing body of each Local Government Entity to the Agreement.

b. Each Local Government Entity paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

c. The requesting Local Government Entity shall pay the reimbursement from available funds. If federal money is available to pay costs associated with the provision of mutual aid assistance, the requesting local government entity shall make the claim for the eligible costs of the responding local government entity on the requesting entity's subgrant application and shall disburse the federal share of the money to the responding local government entity, with sufficient local funds to cover the actual costs of the responding local government entity in providing assistance.

5. EXECUTION

a. This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Party. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement. This agreement does not supersede any Automatic Aid Agreements (AAA) currently in place.

b. IN WITNESS WHEREOF, this agreement is executed by each respective governmental entities acting by and through its authorized representatives in the manner required by each respective Charter or Federal Regulation, or otherwise as required by law, on the date of the last signature herein.

Remainder of page intentionally left blank; signature pages to follow.

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **NAVAL AIR STATION CORPUS CHRISTI**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **NAVAL AIR STATION CORPUS CHRISTI**.

S.E. BANTA, CAPT, U.S. NAVY
COMMANDING OFFICER
NAVAL AIR STATION CORPUS CHRISTI

DATE: ____/____/____

J.T. MORRIS, CIV, FIRE CHIEF
NAVAL AIR STATION CORPUS CHRISTI
FIRE & EMERGENCY SERVICES

DATE: ____/____/____

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **CITY OF CORPUS CHRISTI**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **CITY OF CORPUS CHRISTI**.

RONALD L. OLSON, CITY MANAGER
CITY OF CORPUS CHRISTI
DATE: ____/____/____

ATTEST:

Rebecca Huerta, City Secretary
CITY OF CORPUS CHRISTI
DATE: ____/____/____

ROBERT ROCHA, FIRE CHIEF
CORPUS CHRISTI FIRE DEPARTMENT
DATE: ____/____/____

JOHN HYLAND, AIRPORT PUBLIC SAFETY CHIEF
CORPUS CHRISTI INTERNATIONAL AIRPORT
DATE: ____/____/____

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **CITY OF ROBSTOWN**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **CITY OF ROBSTOWN**.

PAULA WAKEFIELD, CITY SECRETARY
CITY OF ROBSTOWN,

DATE: ____/____/____

RICHARD GONZALEZ, FIRE CHIEF
ROBSTOWN FIRE DEPARTMENT

DATE: ____/____/____

ROLANDO PADILLA, EMS DIRECTOR
ROBSTOWN EMERGENCY MEDICAL SERVICES

DATE: ____/____/____

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **CITY OF PORT ARANSAS**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **CITY OF PORT ARANSAS**.

DAVID PARSONS, CITY MANAGER
CITY OF PORT ARANSAS

DATE: ____/____/____

CHRIS SHANKLIN, FIRE CHIEF
PORT ARANSAS FIRE DEPARTMENT

DATE: ____/____/____

TIM McINTOSH, EMS DIRECTOR
PORT ARANSAS EMERGENCY MEDICAL SERVICES

DATE: ____/____/____

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 1**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 1**.

DAMIEN FORNERIS, PRESIDENT
Nueces County ESD #1
CORPUS CHRISTI, TEXAS

DATE: ____/____/____

MICHAEL CLACK, FIRE CHIEF
Nueces County ESD #1
ANNAVILLE FIRE DEPARTMENT

DATE: ____/____/____

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 2**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 2**.

JENNIFER WELP, PRESIDENT
Nueces County ESD #2
CORPUS CHRISTI, TEXAS

DATE: ____/____/____

DALE SCOTT, FIRE CHIEF
Nueces County ESD #2
FLOUR BLUFF VFD

DATE: ____/____/____

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 3**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 3**.

JUSTIN HARRIS, PRESIDENT
Nueces County ESD #3
BISHOP DISTRICT VFD

DATE: ____/____/____

MIKE HARBISON, FIRE CHIEF
Nueces County ESD #3
BISHOP DISTRICT VFD

DATE: ____/____/____

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 4**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 4**.

GEOFF ATWOOD, PRESIDENT
Nueces County ESD #4
BLUNTZER, TEXAS

DATE: ____/____/____

LLOYD BLUNTZER, FIRE CHIEF
Nueces County ESD #4
BLUNTZER VFD

DATE: ____/____/____

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 5**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 5**.

JAY BEHRENS, PRESIDENT
Nueces County ESD #5
AGUA DULCE, TEXAS

DATE: ____/____/____

WAYNE WURSTHORN, FIRE CHIEF
Nueces County ESD #5 - AGUA DULCE VFD

DATE: ____/____/____

MUTUAL AID FIRE FIGHTING AGREEMENT EXECUTED by the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 6**, which hereby represents that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the **NUECES COUNTY EMERGENCY SERVICE DISTRICT # 6**.

BILL ORDMER, PRESIDENT
Nueces County ESD #6
DRISCOLL, TEXAS

DATE: ____/____/____

IGNACIO HERNANDEZ, EMS DIRECTOR
Nueces County ESD #6

DATE: ____/____/____