



**DEPARTMENT OF THE NAVY**

NAVAL AIR STATION CORPUS CHRISTI  
11001 D STREET SUITE 101  
CORPUS CHRISTI, TX 78419-5021

MAA N00216-20241218-15445

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N00/564  
18 DEC 2024

**MUTUAL AID FIRE FIGHTING AGREEMENT  
BETWEEN  
NAVAL AIR STATION, CORPUS CHRISTI  
AND  
FIRE DEPARTMENTS AND EMERGENCY SERVICE DISTRICTS LOCATED IN NUECES  
COUNTY  
FOR THE PROVISION OF FIRE FIGHTING ASSISTANCE**

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this \_\_ day of \_\_\_\_\_ 2024 by and between Naval Air Station, Corpus Christi, TX, USA (hereinafter, "NASCC"), and the City of Corpus Christi, City of Robstown, City of Port Aransas, Nueces County Emergency Services District #1, Nueces County Emergency Services District #2, Nueces County Emergency Services District #3, Nueces County Emergency Services District #4, and Nueces County Emergency Services District #5 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 this MAA to provide personnel and equipment required for fire prevention; the protection of life and property from fire; firefighting 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 Incident Commander of such Fire Department present at an emergency incident or in the absence of an on-scene Incident Commander, the senior officer of a Fire Department or Emergency Service District belonged to a Party to this Agreement, may request resource assistance under the terms of this Agreement from the other Party's Fire Department, whenever they deem it necessary to make such a request.

c. In the absence of more specific procedures developed and agreed upon by the technical heads of each Party's Fire Department, the Parties intend to 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.

(3) The National Incident Management System (NIMS) model will be utilized by all agencies.

(a) When providing mutual aid assistance under NIMS:

i. The response effort must be organized and function in accordance with the National Incident Management System guidelines;

ii. The personnel, equipment and resources of a responding local government entity being used in the response effort are under the operational control of the requesting government entity unless otherwise agreed;

iii. Direct supervision and control of personnel, equipment, and resources and personal accountability remain the responsibility of the designated supervisory personnel of the responding local government entity;

iiii. Unless otherwise agreed in advance, an emergency medical service organization providing assistance under the system shall use the medical protocols authorized by the organizations medical director

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 to this Agreement, with the exception of the Department of the Navy and NASCC agree to the following:

(1) 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 unprogrammed/unbudgeted/unforecasted outlays and expenditures that were directly related to support provided under this MAA.

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

(3) 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.

(4) The Parties hereby waive all claims against all other Parties for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

g. 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.

h. 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.

c. Unless otherwise agreed or required by law, the Guest Department 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, unless so required by law.

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.

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

c. 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.

d. 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. CANCELLATION OF PREVIOUS AGREEMENT: This MAA cancels and supersedes the previously signed agreement between the same parties with the Agreement# N00216-20180730-2733, and effective date of 4 September 2015. This agreement does not supersede any Automatic Aid Agreements (AAA) currently in place.

6. EXECUTION OF THIS AGREEMENT: This Agreement shall become effective upon the date annotated above and shall remain in full force and effect for ten (10) years or 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.

7. IN WITNESS WHEREOF, the parties hereto have made and executed this to the agreement on the respective dates under each signature. The Parties through their respective governing body signing by and through its SIGNING OFFICIAL authorized to execute same by Governing Body action on the date and year indicated next to each respective signature block, and NASCC, Corpus Christi, Texas, by and through its SIGNING OFFICIAL authorized to execute the same.

Mutual Aid Firefighting Agreement Executed by Naval Air Station Corpus Christi Texas, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind Naval Air Station Corpus Christi Texas.



JEFFREY L. HAWKINS  
Fire Chief  
NAS Corpus Christi, Texas

12/18/24

DATE



T. C. JURICA, CAPT, USN  
Commanding Officer,  
NAS Corpus Christi, Texas

12/18/24

DATE

Mutual Aid Firefighting Agreement Executed by the City of Corpus Christi, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind City of Corpus Christi.

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PETER ZANONI	REBECCA HUERTA
City Manager	City Secretary
Corpus Christi, Texas	Corpus Christi, Texas

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BRANDON WADE	JOHN HYLAND
Fire Chief	Airport Public Safety Chief
Corpus Christi, Texas	Corpus Christi International Airport
	Corpus Christi, Texas

Mutual Aid Firefighting Agreement Executed by the City of Robstown, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind the City of Robstown.

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DAVID MARTINEZ  
Mayor  
Robstown, Texas

DATE

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JAVIER ZAPATA  
Fire Chief,  
Robstown, Texas

DATE



Mutual Aid Firefighting Agreement Executed by the City of Port Aransas, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind the City of Port Aransas.

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DAVID PARSONS  
City Manager  
Port Aransas, Texas

DATE

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ADAM MALDONADO  
Fire Chief,  
Port Aransas, Texas

DATE

Mutual Aid Firefighting Agreement Executed by the Nueces County Emergency Services District #1, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind Nueces County Emergency Services District #1.

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KYLE LUCKENBACK  
Board President  
Nueces County ESD #1  
Corpus Christi, Texas

DATE

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MICHAEL CLACK  
Fire Chief,  
Nueces County ESD #1  
Corpus Christi, Texas

DATE

Mutual Aid Firefighting Agreement Executed by the Nueces County Emergency Services District #2, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind Nueces County Emergency Services District #2.

GARY GRAHAM	DATE	WESTON BESEDA	DATE
Board President		Fire Chief,	
Nueces County ESD #2		Nueces County ESD #2	
Corpus Christi, Texas		Corpus Christi, Texas	

Mutual Aid Firefighting Agreement Executed by the Nueces County Emergency Services District #3, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind Nueces County Emergency Services District #3.

GARY EULENFELD	DATE	JOHN DAVIS	DATE
Board President		Fire Chief,	
Nueces County ESD #3		Nueces County ESD #3	
Corpus Christi, Texas		Corpus Christi, Texas	

Mutual Aid Firefighting Agreement Executed by the Nueces County Emergency Services District #4, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind Nueces County Emergency Services District #4.

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GEOFF ATWOOD

DATE

Board President

Nueces County ESD #4

Corpus Christi, Texas

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MICHAEL CLACK

DATE

Fire Chief,

Nueces County ESD #4

Corpus Christi, Texas

Mutual Aid Firefighting Agreement Executed by the Nueces County Emergency Services District #5, which hereby represents the signatures to this agreement below are the persons within the capacity and authority to legally bind Nueces County Emergency Services District #5.

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JAY BEHRENS

Board President

Nueces County ESD #5

Corpus Christi, Texas

DATE

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WAYNE

DATE

Fire Chief,

Nueces County ESD #5

Corpus Christi, Texas

WURSTHORN