



**DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT HOOD
FORT HOOD, TEXAS 76544-5000**

REPLY TO
ATTENTION OF

IMHD-ESF

**DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (US)**

This agreement, entered into this ____ day of _____ 2016, between the Secretary of the Army acting according to the authority of Section 1856, Title 42, United States Code and the CITY OF KILLEEN, TEXAS, and by and through their duly authorized CITY MANAGER or MAYOR and by and between Fort Hood, through its duly authorized Garrison Commander such governments acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.001 *et seq.*, known as the "Interlocal Cooperation Act."

WHEREAS, the parties hereto desire to secure for each the benefits of mutual aid in fire prevention, the protection of life and property; and

WHEREAS the parties are owners of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and the fighting of fires and in emergency services, and has assigned individuals trained in the use of such equipment, the same being and composing fire departments of each of the parties hereto; and

WHEREAS the parties have authority to enter into agreements providing for the use of fire trucks and other fire protection and firefighting equipment for citizens outside of their respective jurisdictional limits; and

WHEREAS the parties are desirous of obtaining additional, secondary service for their citizens in the event of an emergency whereby the fire department of a particular party would need additional assistance; and

THEREFORE, agree to the following:

a. On request to a representative of the Fort Hood Fire and Emergency Services by a representative of any of the above named entities, firefighting equipment and personnel of the Fort Hood Fire and Emergency Services will be dispatched, when available, to any point within the area for which any of the above named entities normally provide fire protection as designated by the representative of the above named entities.

b. On request to a representative of any of the above named entities by a representative of the Fort Hood Fire and Emergency Services, firefighting equipment and personnel of any of the above named entities will be dispatched, when available, to any point within the firefighting jurisdiction of the Fort Hood Fire and Emergency Services.

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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, they cannot render aid.

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

(1) Any request for aid shall include a statement of the amount and type of equipment and number of 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 number of personnel to be furnished shall be determined by the representative of the responding party.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment will be dispatched, and will be subject to the orders of the requesting party's official.

(3) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.

(4) A responding organization will 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. The authorized official of the responding party, once determining that the health, safety, and welfare of the responding party's personnel shall be endangered by any order of the requesting party, may withdraw all of responding party's personnel from the scene and must notify the requesting party.

(5) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the above named entities normally provides protection, the Chief of Fort Hood Fire and Emergency Services or his or her representative may assume full command on arrival at the scene of the crash.

e. With the exception of Aircraft Rescue and Firefighting, which will remain the sole responsibility of the Fort Hood Fire & Emergency Services, each party will endeavor to respond to all requests for assistance. Nothing herein imposes any duty or obligation upon any party to respond to any fire emergency. The provision of fire protection service to each party's own area of responsibility shall always remain the primary function of that party's department.

f. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of the agreement except those claims authorized under **15 U.S.C. 2210 as amended**.

g. The chief fire officers and personnel of the fire departments of all 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 and drills.

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h. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to implement this agreement effectively. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

i. All personnel and equipment furnished by a party to this agreement in carrying out this agreement will at all times be personnel and equipment of that party, and that party shall have the sole responsibility for any expenses (including taxes, salaries, and maintenance costs). Each party paying for the performance of governmental functions or services must take those payments from current revenues available to the paying party.

j. This agreement shall become effective upon the date hereof and remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by any party to the remaining parties, giving 180 days' notice of the said cancellation.

k. See annex 1 (attached) for supplemental data in reference to Fire Protection and Aircraft Rescue & Firefighting Operations on Robert Gray Army Airfield Joint Use Airport.

FORT HOOD

For the Fort Hood Fire Department

For the Secretary of the Army

Coleman D. Smith
Chief, Fort Hood Fire Department

Todd M. Fox
Colonel, US Army
Garrison Commander

Date

Date

CITY OF KILLEEN

For the Killeen Fire Dept.

For the City of Killeen

Jerry D. Gardner
Chief, Killeen Fire Department
City of Killeen

Glenn Morrison
City Manager
City of Killeen

Date

Date