City of Killeen

Agenda

City Council Workshop

Tuesday, June 27, 2017 | **1:00 PM** | **Utility Collections Conference Room 210 West Avenue C Killeen, Texas 76541**

SPECIAL CITY COUNCIL WORKSHOP MEETING

Items for Discussion at Workshop of July 27, 2017

1. DS-17-071 Discuss Agenda Items for the Regular City Council Meeting of July 11, 2017

2. DS-17-072 Briefing - Youth Advisory Commission Annual Report

Attachments: Presentation

3. DS-17-073 Discuss the HOP Transit System

4. DS-17-074 Discuss Impact Fees and Establish Community Impact Advisory Committee

Attachments: Presentation

5. DS-17-075 Discuss Rosewood Drive Project

Attachments: Presentation

6. DS-17-076 Receive Briefing on Management Audit Summary Findings, and Provide Guidance to City Manager Regarding Same

7. DS-17-077 Discuss City Facility Usage

8. DS-17-078 City Manager Updates

- Association of Defense Communities National Summit
- TCMA Conference
- Budget FY 17/18
- Other

9. DS-17-079 Planning Session to Discuss and Establish Council Priorities

Attachments: Staff Report

Councilmember Requests for Future Agenda Items

10. RQ-17-002 Future Agenda Item Requests:

- Request to Consider Additional Ad Hoc Committee Members
- Request Municipal Utilities District Discussion

Items for Regular City Council Meeting of July 11, 2017

Minutes

11. MN-17-015 Consider Minutes of Regular City Council Meeting of June 27, 2017.

Attachments: Minutes

Resolutions

12. RS-17-065 Consider a memorandum/resolution approving the mutual aid agreement and Interlocal Agreement with the Department of the Army, Fort Hood, and Fire Department.

Attachments: Staff Report

Mutual Aid Agreement

Annex 1

Interlocal Automatic

Presentation

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on June 23, 2017.

_____

Dianna Barker, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session..

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted

to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

Dedicated Service -- Every Day, for Everyone!

City of Killeen

Legislation Details

File #:	DS-17-071	**Version:**	1	**Name:**	Discuss Agenda Items for the Regular City Council Meeting of July 11, 2017
Type:	Discussion Items			**Status:**	Discussion Items
File created:	6/7/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Discuss Agenda Items for the Regular City Council Meeting of July 11, 2017				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-17-072	**Version:**	1	**Name:**	Youth Advisory Commission Annual Report
Type:	Discussion Items			**Status:**	Discussion Items
File created:	5/24/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Briefing - Youth Advisory Commission Annual Report				
Sponsors:	Volunteer Services, Community Services Department				
Indexes:					
Code sections:					
Attachments:	Presentation				

Date	Ver.	Action By	Action	Result

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YOUTH ADVISORY COMMISSION

DS-17-072

June 27, 2017

2016-2017 Officers

- Chairperson: Olivia Winder
- Vice President: Jason McDonald
- Treasurer: Arianna Chavez
- Secretary: Jaelyn Rivas
- Historian: My'Azia Williams
- Sister Cities Chair: Anna Rice
- Junior YAC Co-Chairs: Skylar Vanderberg & Khalil Corbett-Canada

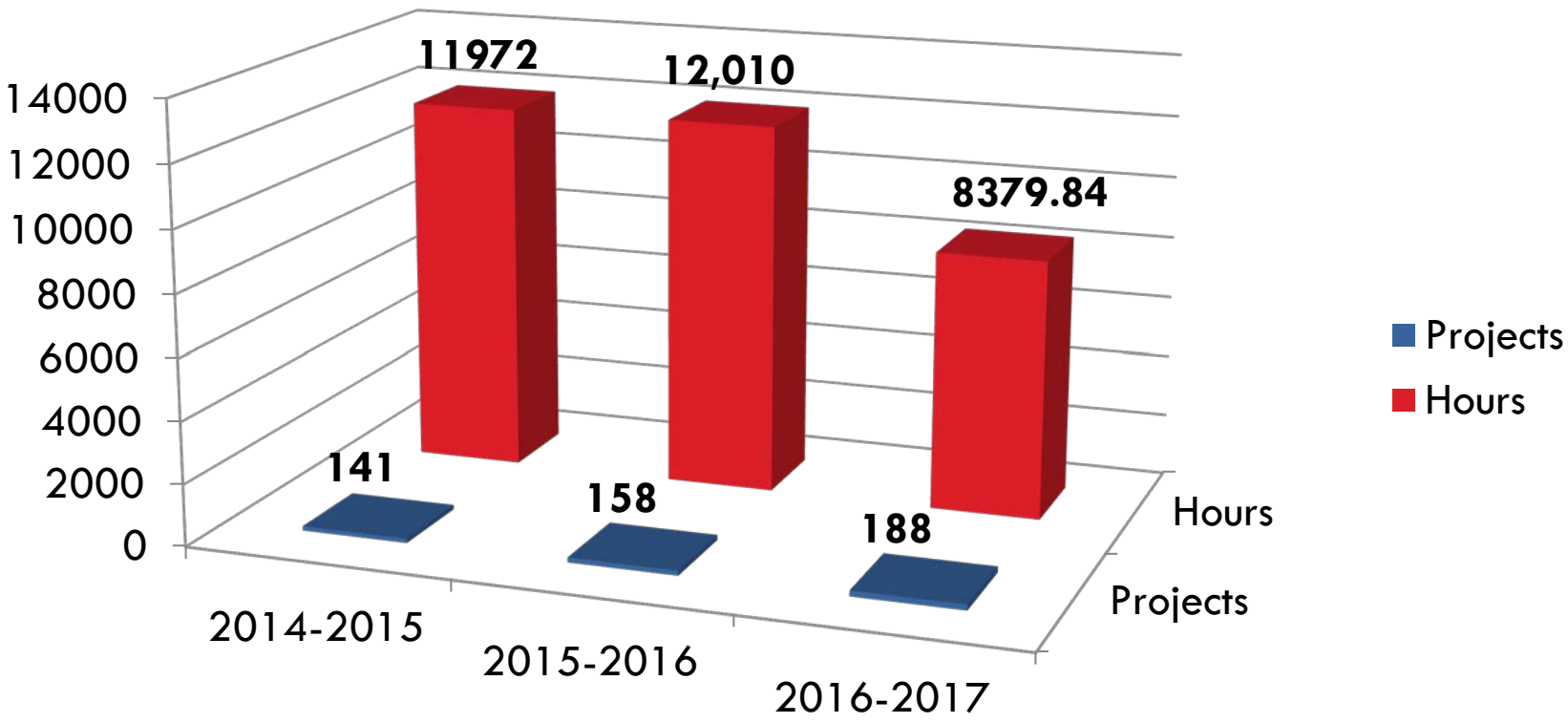
<u>General Membership</u>

- 37 Commissioners
- 58 Resource Members
- 39 Junior YAC Members

What is YAC? & Why Join?

- Volunteer program for local youth in the community under the umbrella of KVI.
- Created in 1993 to serve as a liaison to the Killeen City Council.
- Exist to assist in minimizing community problems relating to youth while encouraging positive growth and development.
- Opportunities to make life-long friendships.
- Represent YAC and the City of Killeen at various events.
- Make a positive impact on your community.
- Develop and enhance leadership skills.
- Have Fun!

Community Service Events



New Events

Off The Record, Family Volunteer Day and the Special Needs Dances are a few newly created events initiated by YAC this year.

Summary & Future Plans

We've discussed

- 2016-2017 Officers
- What is YAC? & Why Join?
- Community Service Events
- New Events

Future Plans for 2017-2018

- **Recruit:** By developing a stronger relationship and presence within the Killeen Independent School District.
- **Reach:** Through the means of continuing our initiatives to create events and programs that address and meet the needs of the youth in our community.
- **Represent:** Build effective relationships with our civic and community leaders so we can better represent and articulate the needs of our peers.

City of Killeen

Legislation Details

File #:	DS-17-073	**Version:**	1	**Name:**	Discuss the HOP Transit System
Type:	Discussion Items			**Status:**	Discussion Items
File created:	6/2/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Discuss the HOP Transit System				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-17-074	**Version:**	1	**Name:**	Impact Fees
Type:	Discussion Items			**Status:**	Discussion Items
File created:	5/3/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Discuss Impact Fees and Establish Community Impact Advisory Committee				
Sponsors:	City Manager Department, Public Works Department				
Indexes:					
Code sections:					
Attachments:	Presentation				

Date	Ver.	Action By	Action	Result

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IMPACT FEES

DS-17-074

June 27, 2017

Background

- August 16, 2016 – CCM/R 16-094R directs staff to begin the process of implementing impact
- February 21, 2017 – City staff requests the formation of a Community Impact Advisory Committee as mandated by state statutes. City Council directs staff to halt work on impact fees.
- February 28, 2017 – A resolution formally advising staff to halt impact fees is disapproved.

Items Remaining

- Establish Capital Impact Advisory Committee (CIAC).
- Prepare final draft of Impact Fee Report (Consultant).
- Council discussion item for land use assumptions and Impact Fee CIP.
- Recommendation from CIAC regarding land use assumptions and Impact Fee CIP
- Hold a public hearing for land use assumptions and Impact Fee CIP.

Items Remaining

- Council discussion item for Impact Fee Study.
- Receive recommendation from CIAC for Impact Fee Study.
- Hold a public hearing for Impact Fee Study.
- Adopt Impact Fee Ordinance.
- After one year grace period, the collection of impact fees can begin.

Recommendation

- City staff recommends that the City Council appoint a CIAC. Staff recommends the City Council consider assigning the P&Z Commission to serve as the CIAC.

City of Killeen

Legislation Details

File #:	DS-17-075	**Version:**	1	**Name:**	Discuss Rosewood Drive Project
Type:	Discussion Items			**Status:**	Discussion Items
File created:	6/8/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Discuss Rosewood Drive Project				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:	Presentation				

Date	Ver.	Action By	Action	Result

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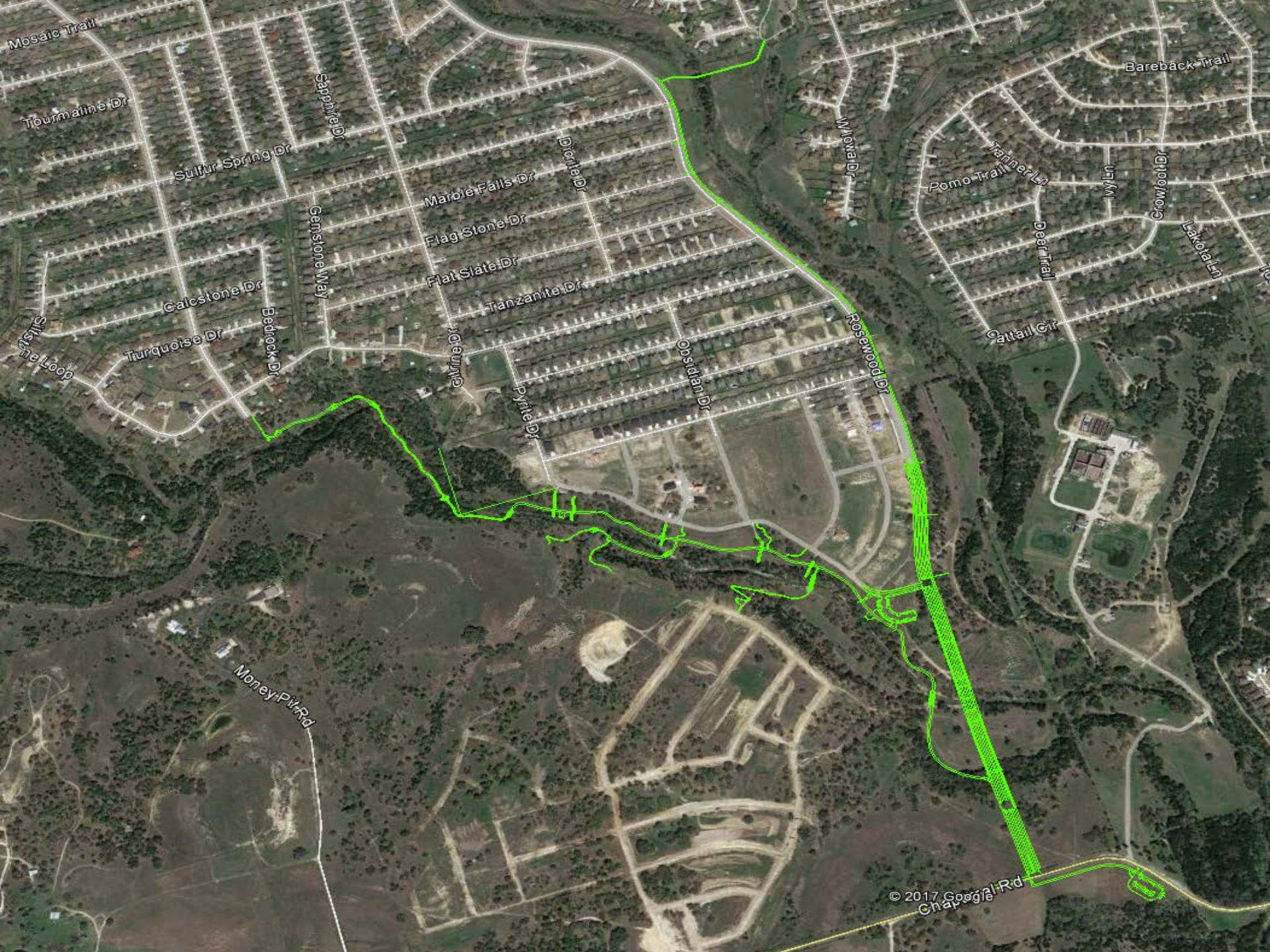
ROSEWOOD DRIVE EXTENSION

DS-17-075

June 27, 2017

Project Description

- Project consists of three distinct projects:
  - Rosewood Drive Extension (CSJ 0909-36-156)
  - Heritage Oaks Trail, Segment 3 (CSJ 0909-36-160)
  - Heritage Oaks Trail, Segment 4 (CSJ 0909-36-152)
- Funding is a combination of multiple federal programs and a local match.
- Multi-modal transportation project containing roadway, sidewalk, and hike & bike trail improvements.


Mosaic Trail
Tourmaline Dr
Sapphire Dr
Sulfur Spring Dr
Marble Falls Dr
Dicite Dr
Gemstone Way
Flag Stone Dr
Flat Slate Dr
Calcstone Dr
Tanzanite Dr
Turquoise Dr
Bedrock Dr
Citrine Dr
Pyrite Dr
Obsidian Dr
Rosewood Dr
Willow Dr
Bareback Trail
Tanner Ln
Pomo Trail
Wy Ln
Crowfoot Dr
Dear Trail
Lakota Ln
Cattail Cir
Money Pit Rd
Chapel Rd
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Project Timeline

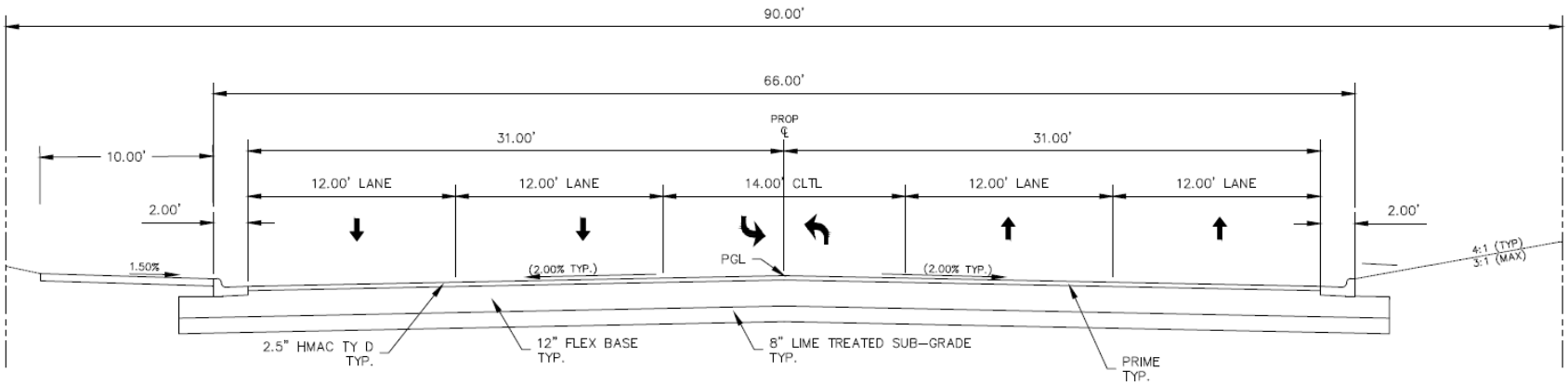
- 4/28/15 – CC authorizes funding application for HOHBT, Seg. 4.
- 10/27/15 – CC authorizes funding application for STPMM grant for Rosewood Drive Extension with HOHBT, Seg. 3.
- 12/15/15 – CC authorizes advanced funding agreement (AFA) for HOHBT, Seg. 4 funding.
- 2/9/16 – CC authorizes design contract for HOHBT, Seg. 4.
- 2/9/16 – CC authorizes funding application for HOHBT, Seg. 3.
- 3/22/16 – CC authorizes AFA for Rosewood Dr. Extension
- 12/13/16 – CC authorizes design contract for Rosewood/HOHBT, Seg. 3.
- 8/1/17 – Project design complete.
- 10/17/17 – Anticipated project letting.
- 1/9/18 – Anticipated project award.
- 1/1/20 – Anticipated project completion.

Project Funding

Rosewood Drive / Heritage Oaks Hike & Bike Trail Funding				
		Amount		
Funding Source	Cat.	Federal	Local	Total
TAP (Statewide)	9	$2,448,281	$1,765,004	$4,213,285
STPMM	7	$5,003,585	$2,500,896	$7,504,481
TAP (MPO)	9	$640,000	$160,000	$800,000
STPMM*	7	$356,415	$89,104	$445,519
Total Funding		$8,448,281	$4,515,004	$12,963,285

*Funding was indicated verbally during KTMPO TAC meeting on June 7, 2017.

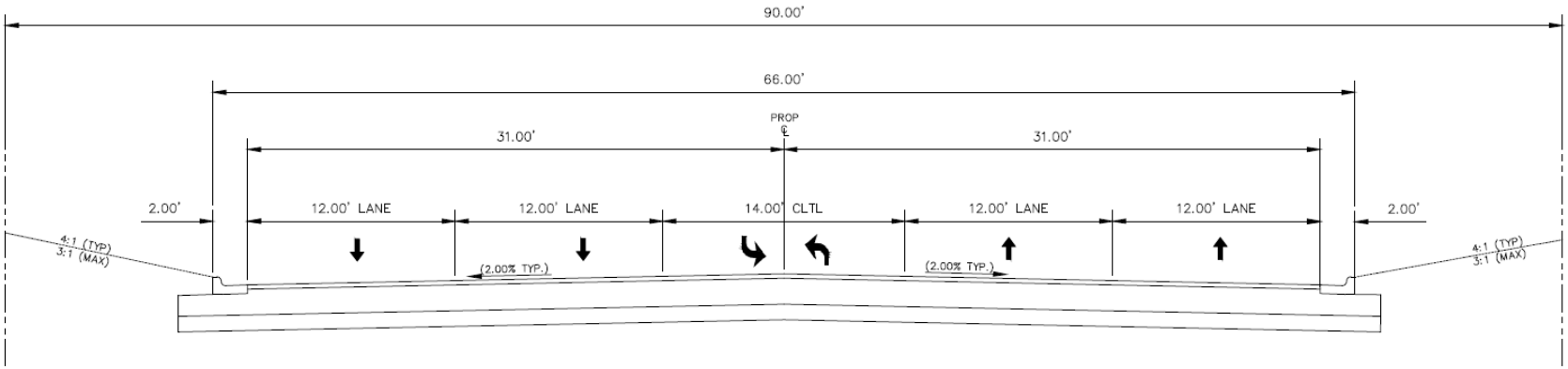
Typical Sections



1 ROSEWOOD DR. TYPICAL SECTION

STA 11+00 – STA 20+95.12

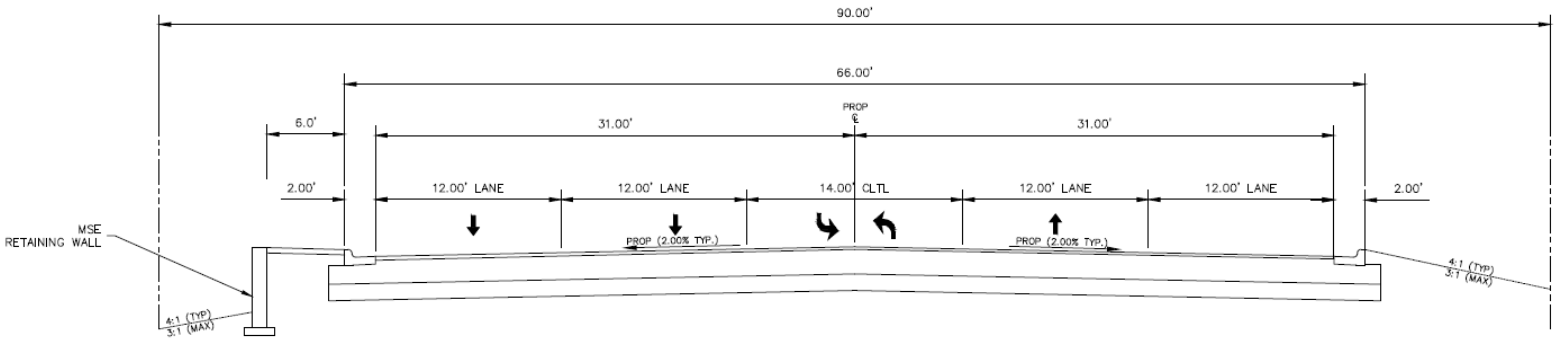
Typical Sections



2 ROSEWOOD DR TYPICAL SECTION

STA 20+95.12 to STA 23+74.76

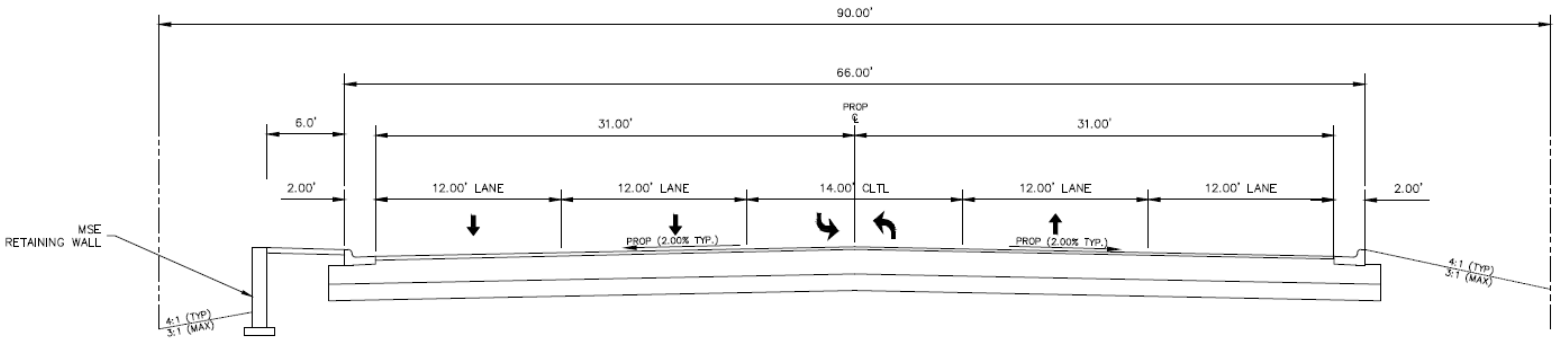
Typical Sections



3 ROSEWOOD DR. TYPICAL SECTION

STA 23+74.76 to STA 24+49.76

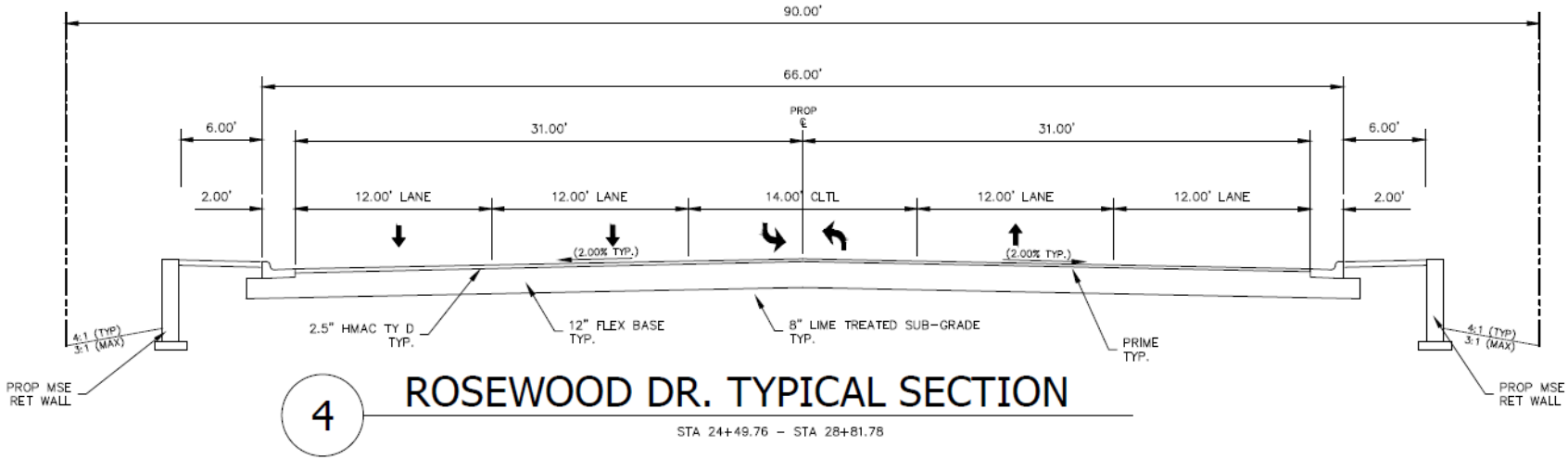
Typical Sections



3 ROSEWOOD DR. TYPICAL SECTION

STA 23+74.76 to STA 24+49.76

Typical Sections



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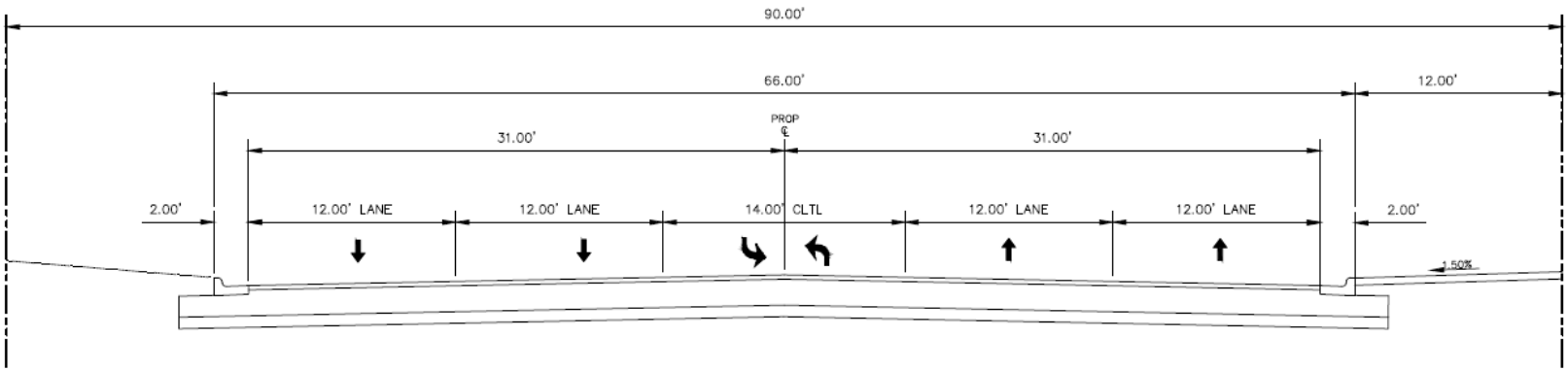
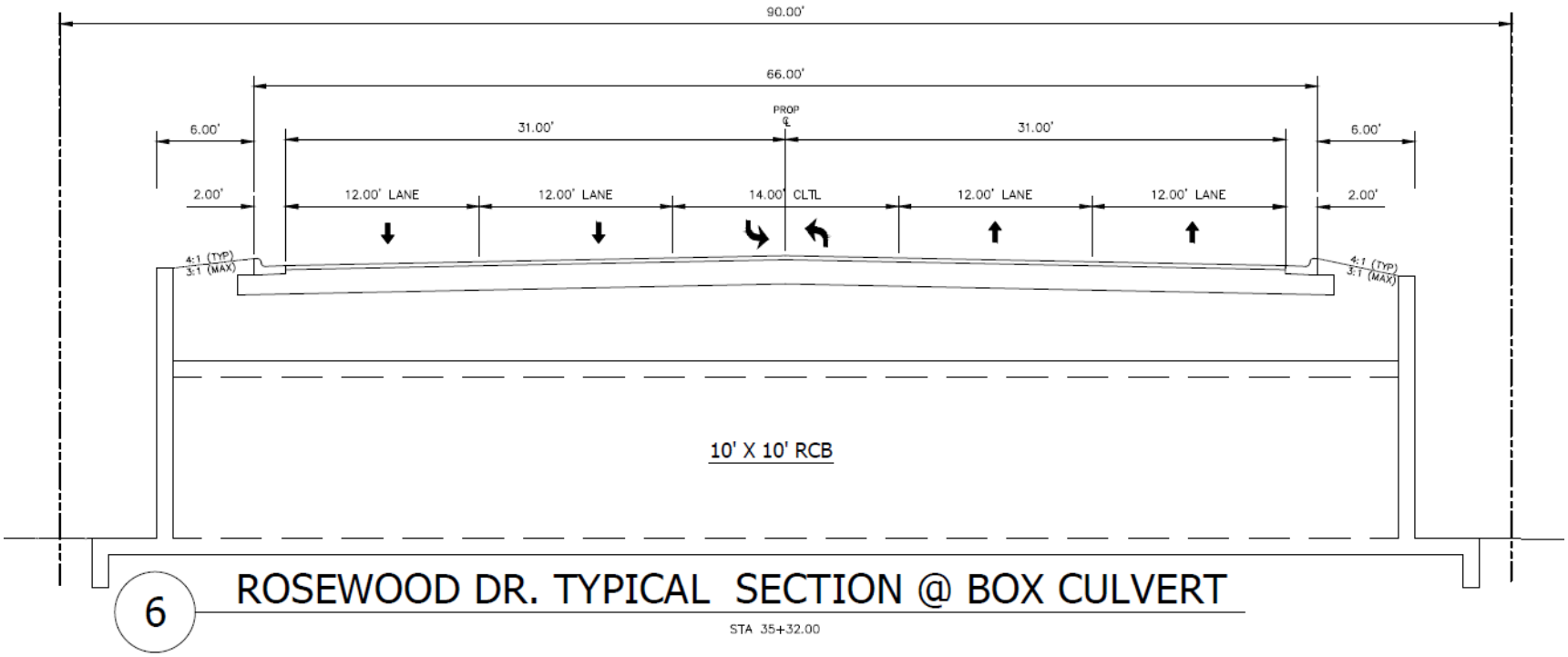


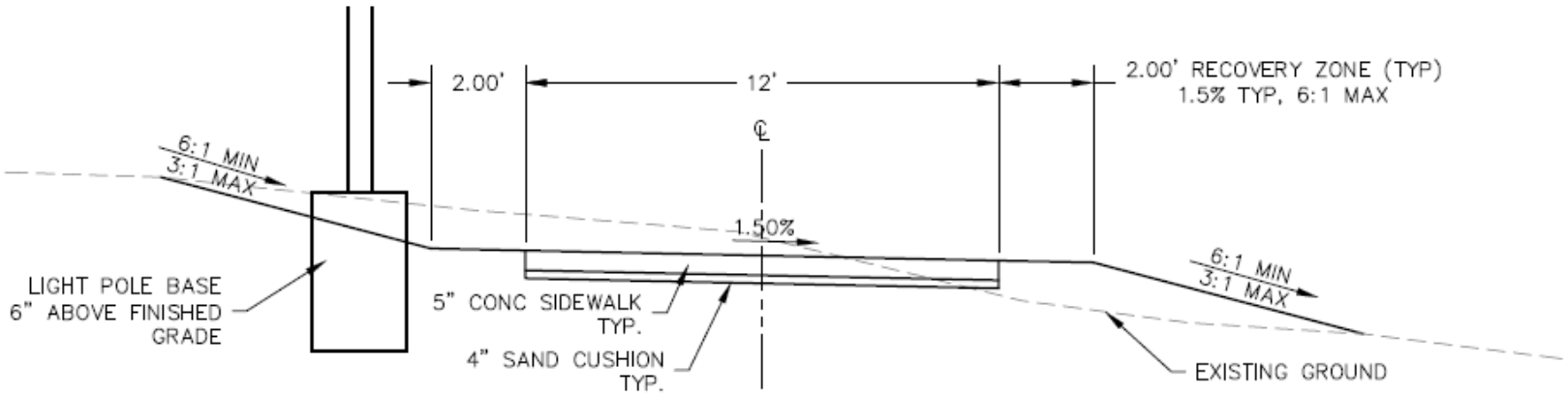
5 ROSEWOOD DR. TYPICAL SECTION

STA 37+39.67 to STA 43+25

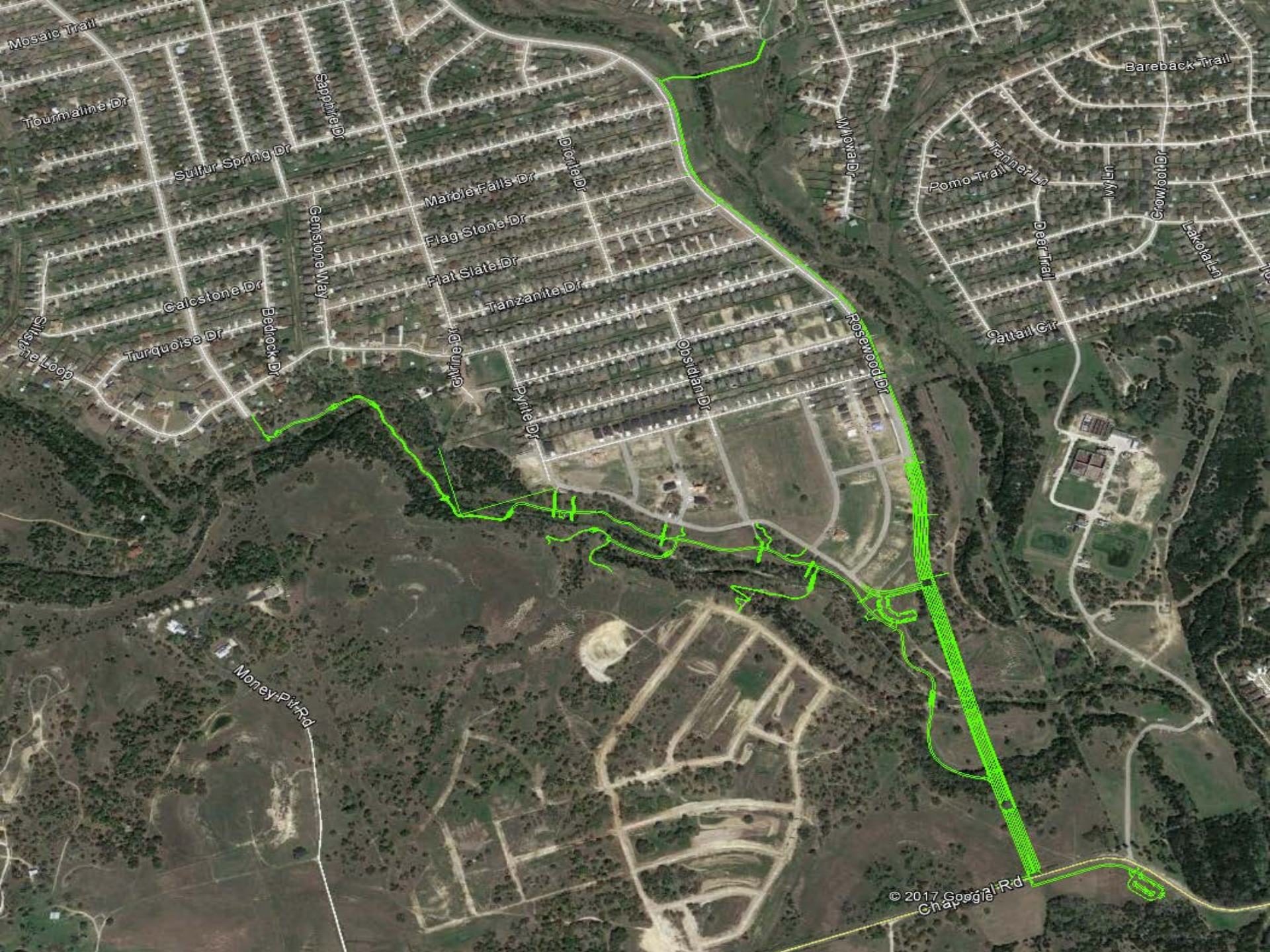
Typical Sections



Typical Sections



PROPOSED HERITAGE OAKS SEG #4 TYPICAL SECTION
STA 11+93.79 – STA 19+72.07
STA 20+68.29 – STA 31+89.59
STA 32+95.15 – STA 69+22.31
STA 70+60.79 – STA 75+50
STA 87+07.68 – STA 95+96.89


Mosaic Trail
Tourmaline Dr
Sapphire Dr
Sulfur Spring Dr
Marble Falls Dr
Dicite Dr
Gemstone Way
Flag Stone Dr
Flat Slate Dr
Calcstone Dr
Tanzanite Dr
Turquoise Dr
Bedrock Dr
Citrine Dr
Pyrite Dr
Obsidian Dr
Rosewood Dr
Willow Dr
Bareback Trail
Tanner Ln
Pomo Trail
Wy Ln
Crowfoot Dr
Dear Trail
Lakota Ln
Cattail Cir
Money Pit Rd
Chapel Rd
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City of Killeen

Legislation Details

File #:	DS-17-076	**Version:**	1	**Name:**	Briefing on Management Audit Summary Findings
Type:	Discussion Items			**Status:**	Discussion Items
File created:	6/19/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Receive Briefing on Management Audit Summary Findings, and Provide Guidance to City Manager Regarding Same				
Sponsors:	City Auditor, City Manager Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-17-077	**Version:**	1	**Name:**	Discuss City Facility Usage
Type:	Discussion Items			**Status:**	Discussion Items
File created:	6/2/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Discuss City Facility Usage				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-17-078	**Version:**	1	**Name:**	City Manager Updates
Type:	Discussion Items			**Status:**	Discussion Items
File created:	6/13/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	City Manager Updates				

- Association of Defense Communities National Summit
- TCMA Conference
- Budget FY 17/18
- Other

Sponsors: City Manager Department

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-17-079	**Version:**	1	**Name:**	Planning Session
Type:	Discussion Items			**Status:**	Discussion Items
File created:	6/7/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Planning Session to Discuss and Establish Council Priorities				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:	Staff Report				

Date	Ver.	Action By	Action	Result

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STAFF REPORT

DATE: **June 27, 2017**

TO: **City Council**

FROM: **Ron Olson, City Manager**

SUBJECT: **Discussion of City Issues**

BACKGROUND AND FINDINGS:

This agenda item replaces work that would have been done in a planning retreat, if one could have been scheduled in a timely manner.

The intent of this item is to discover what the biggest, most important issues are to the City Council, with the further intent of having the City Manager work on the most important issues first. We will begin by asking each individual Council Member to tell us what they believe the City's most important issue or challenge is. We will brainstorm through a complete list. Then, we will use sticky dots to prioritize the list. The City Manager will take the prioritized list and make a plan for addressing the highest priorities, and bring it back to the City Council at a future meeting for confirmation.

City of Killeen

Legislation Details

File #:	RQ-17-002	**Version:**	1	**Name:**	Future Agenda Item Requests
Type:	Future Agenda Requests			**Status:**	Future Agenda Items
File created:	6/20/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Future Agenda Item Requests: • Request to Consider Additional Ad Hoc Committee Members • Request Municipal Utilities District Discussion				
Sponsors:	City Council				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	MN-17-015	**Version:**	1	**Name:**	Minutes of Regular City Council Meeting of June 27, 2017
Type:	Minutes			**Status:**	Minutes
File created:	6/13/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Consider Minutes of Regular City Council Meeting of June 27, 2017.				
Sponsors:	City Secretary				
Indexes:					
Code sections:					
Attachments:	Minutes				

Date	Ver.	Action By	Action	Result

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City of Killeen
Regular City Council Meeting
Killeen City Hall
June 27, 2017 at 5:00 p.m.

MINUTES OF THE JUNE 27, 2017 REGULAR COUNCIL MEETING WILL BE PROVIDED IN THE COUNCIL PACKETS FOR JULY 11, 2017 REGULAR CITY COUNCIL MEETING

City of Killeen

Legislation Details

File #:	RS-17-065	**Version:**	1	**Name:**	Mutual Aid Agreement with Department of the Army, Fort Hood and Fire Department
Type:	Resolution			**Status:**	Resolutions
File created:	6/9/2017			**In control:**	City Council Workshop
On agenda:	6/27/2017			**Final action:**	
Title:	Consider a memorandum/resolution approving the mutual aid agreement and Interlocal Agreement with the Department of the Army, Fort Hood, and Fire Department.				
Sponsors:	Fire Department				
Indexes:					
Code sections:					
Attachments:	Staff Report Mutual Aid Agreement Annex 1 Interlocal Automatic Presentation				

Date	Ver.	Action By	Action	Result

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STAFF REPORT

DATE: **June 27, 2017**

TO: **Ronald L. Olson, City Manager**

FROM: **Brian Brank, Fire Chief**

SUBJECT: **Fort Hood Mutual Aid Agreement and Fort Hood Interlocal Automatic Aid Agreement**

BACKGROUND AND FINDINGS:

Mutual Aid and Interlocal Agreements supply fire department services with additional resources when a single incident or multiple incidents deplete all resources from any one entity. The Agreements are the legal documents which set, in writing, the conditions under which all entities agree to operate. After the 2016 Mutual Aid and Interlocal Agreement were approved by Council, Fort Hood requested a number of changes due to a change in command. These Agreements are separate from the Mutual Aid Agreement with Carl R. Darnall Medical Center that was signed in 2013 and remains in effect and unchanged.

THE ALTERNATIVES CONSIDERED:

Which alternative is recommended? Why?

1. Not entering into these agreements results in lack of resources in large scale events.
2. Entering into these agreements creates cooperation between the Department of the Army, Fort Hood, and the Killeen Fire Department to help mitigate large scale events for each entity.

CONFORMITY TO CITY POLICY:

These Mutual Aid and Interlocal Agreements conform to city policy and state laws. Council reapproves when a change of command occurs.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

The only cost would be overtime in a large scale incident. Surrounding cities will assist should this occur; depending on the size of incident, overtime could be avoided.

Is this a one-time or recurring expenditure?

Incidents of this nature are unpredictable.

Is this expenditure budgeted?

Depending on the scale of event and the required contribution

If not, where will the money come from?

Emergency Declaration only in very unusually large scale events

Is there a sufficient amount in the budgeted line-item for this expenditure?

All but the most catastrophic events.

RECOMMENDATION:

Staff recommends that the City Council approve the Mutual Aid Agreement and Interlocal Agreement with the Department of the Army, Fort Hood, Texas, and authorize the City Manager, or his designee, to execute the agreements.

DEPARTMENTAL CLEARANCES:

Legal, Fire

ATTACHED SUPPORTING DOCUMENTS:

Mutual Aid Agreement
Annex 1
Interlocal Agreement

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT HOOD
FORT HOOD, TEXAS 76544-5002

REPLY TO
ATTENTION OF

MUTUAL AID AGREEMENT (MAA)
KILLEEN FIRE DEPARTMENT (KFD)
MAA 1702

This agreement, entered into this ____day of _____, 2017, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and the Killeen Fire Department (KFD) is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting, 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.

It is agreed that

a. On request to a representative of the Fort Hood Fire and Emergencey Services (FES) by a representative of the Killeen Fire Department (KFD), firefighting equipment and personnel of the FES will be dispatched when available to any point within the area for which the KFD normally provides fire protection as designated by the representative of the KFD.

b. On request to a representative of the KFD by a representative of the FES, firefighting equipment and personnel of the KFD will be dispatched when available to any point within the area for which the FES normally provides fire protection as designated by the representative of the FES.

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.

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

(1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

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

(3) 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.

(4) 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 KFD normally provides fire protection, the

Chief of FES or his or her representative may assume full command on arrival at the scene of the crash.

e. 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 this agreement except those claims authorized under 15 U.S.C. 2210.

f. The Chief Fire Officers (CFO) and personnel of the fire departments of both 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 prefire planning inspections and drills.

g. 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 effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment and personnel used by the FES in carrying out this agreement will be owned by the FES; and all equipment and personnel used by the KFD will be owned by the KFD.

This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

Fort Hood FES

_____
Name
Chief

Date:_____

For the Secretary of the Army

_____
Todd M. Fox
Colonel, US Army
Garrison Commander

Date:_____

Killeen Fire Department

_____
Brian Brank
Chief

Date:_____

For the City of Killeen

_____
Ronald L. Olson
City Manager

Date:_____

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)
CITY OF KILLEEN AGREEMENT

ANNEX #1
FIRE PROTECTION AND AIRCRAFT RESCUE & FIREFIGHTING OPERATIONS ON ROBERT GRAY ARMY AIRFIELD JOINT USE AIRPORT

The Fort Hood Fire & Emergency Services (Fort Hood FESD) will have primary responsibility for all aircraft fire rescue operations on the Joint Use Airport. This includes all emergencies within the Aircraft Operations Area (AOA) on the Joint Use Airport. The Fort Hood FESD will respond to emergencies including, but not limited to, aircraft crashes, aircraft fires, aircraft in-flight emergencies, fuel spills and land based vehicle fires and accidents that occur within the AOA. The Fort Hood FESD will also provide First Responder Medical treatment to those requiring medical attention on board taxiing aircraft as well as those persons requiring medical care inside the AOA. The Fort Hood FESD agrees to provide Aircraft Rescue and Firefighting (ARFF) services that meet or exceed those standards the Federal Aviation Administration requires of Part 139 certificated airports.

The Fort Hood FESD will immediately notify the Killeen Fire Department of any accidents involving a civilian aircraft on the Joint Use Airport. The Fort Hood FESD and the Killen Fire Department will create and maintain Operational Response Guidelines for response to incidents on the Joint Use Airport. The Killeen Fire Department will dispatch identified equipment to the airport when the Senior Fire Officer (SFO) from Fort Hood FESD determines the nature of the response may be beyond the capabilities of the Fort Hood FESD Aircraft Rescue & Firefighting equipment to handle.

When a request for Mutual Aid from the Fort Hood FESD is received, the Killeen Fire Department will respond the requested units and personnel, if available. The Killeen Fire Department equipment and personnel will enter the aircraft parking ramp area at the Killeen Regional Airport via the Corporate Aviation Gate (RGAAF Gate Number-16B/KFHRA Gate Number-T4), and stage on the north aircraft parking ramp until requested by the Fort Hood Senior Fire Officer (SFO) or respond to any other location on or off of the airport as requested by the Fort Hood Senior Fire Officer (SFO), to assist with an ongoing operation.

The terminal building will have a fire alarm reporting system capable of transmitting any trouble and/or fire alarms to the Monaco Fire Alarm Computer located in the Fire Control Office of the Fort Hood FESD. The Fort Hood FESD will notify the Killeen Fire Department of any and all fire alarms and/or trouble alarms that are received via the Monaco reporting system. The Killen Fire Department will respond and investigate the cause of these alarms. If a fire or serious accident has occurred in the terminal, Killeen Fire Department will be responsible for the "command and control' of the incident since the terminal building is City of Killeen property.

The Fort Hood FESD will respond to any point on the airport when called upon to assist by the Killeen Fire Department. The Fort Hood FESD will also assist the Killeen Fire Department with vehicle fires,

vehicle accidents, medical emergencies and wild land fire protection in the vicinity of the Joint Use Airport, when called upon by the Killeen Fire Department.

The Fort Hood FESD will provide Hazardous Materials (HAZMAT) response to the Joint Use Airport, as well as, to any area they are requested by the Killeen Fire Department. The HAZMAT response includes, but not limited to, industrial or conventional chemicals, fuels, solvents or events of Terrorism involving a Weapon of Mass Destruction including Weapons in a Chemical, Biological, or Radiological in nature.

The Fort Hood FESD will provide technical rescue services to the Joint Use Airport and any area in the vicinity of the airport. Technical Rescues include, but not limited to, high angle, trench, confined space, and vehicular or aircraft accident extrications.

The Fort Hood FESD and the Killeen Fire Department will draft and maintain Standard Operating Procedures (SOP) for use on and in the vicinity of the airport. The SOP's will be updated as needed and as warranted by the flying mission on the Joint Use Airport. The undersigned parties will mutually agree and sign these SOP's as changes are made.

Any addition and/or changes to this annex will be agreed upon by the undersigned parties. This annex will be updated as Standard Operating Procedures are developed and agreed upon.

This agreement and the provisions thereof or subject to cancellation by either party named herein by providing a "letter of intent to cancel the agreement" to the other named party. The letter must be received no less than 180 days prior to the effective cancellation date.

The document is subject to revisions and changes.

FORT HOOD

For the Fort Hood Fire Department

_____

Coleman D. Smith
Chief, Fort Hood Fire Department

_____
Date

For the Secretary of the Army

_____

Todd M. Fox
Colonel, US Army
Garrison Commander

_____
Date

CITY OF KILLEEN

For the Killeen Fire Dept

_____

Brian Brank
Chief, Killeen Fire Department
City of Killeen

_____
Date

For the City of Killeen

_____

Ronald L. Olson
City Manager
City of Killeen

_____
Date

INTERLOCAL AUTOMATIC AID AGREEMENT FOR FIRE SERVICES

This Agreement, entered into on this ____day of _____, ___ 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 and by and between Fort Hood, through its duly authorized Garrison Commander (GC) 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," Texas Government Code, Chapter 791, current version and as amended in the future.

The purpose of this Interlocal Automatic Aid agreement is to outline the procedures for implementing an Automatic Assistance response between the City of Killeen Fire Department, hereinafter referred to as "Killeen" and Fort Hood Fire Department, hereinafter referred to as "Fort Hood". This Agreement is a guide for routine operations and is not intended to replace or adjust the agreement for Mutual Aid and Disaster Assistance currently in effect.

PART I
SERVICES AND CONDITIONS

1.1. In consideration of each party's automatic assistance to the other upon the occurrence of an emergency condition in any portion of the designated area where this agreement for Automatic Assistance is in effect, firefighting equipment in the amount established in Part 4 of this agreement shall be dispatched to such points where the emergency condition exists in order to assist in the protection of life and property subject to the conditions hereinafter stated.

1.2. For purposes of this agreement, "emergency conditions" shall include any first alarm structure fire or grass fire requiring fire response.

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

> 1.3.1. The predetermined amount of automatic aid listed in this agreement shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either party's forces at the time of need for assistance under this Agreement.

1.3.2. Once at the scene of the emergency, the personnel providing services under this agreement shall provide those services in accordance with the instructions of the requesting party's on-scene commander.

PART 2
INDEMNITY CLAIMS

2.1. Any civil liability related to the furnishing of services hereunder is the responsibility of the requesting party which would be responsible for furnishing the fire protection services absent this agreement, except to the extent liability results from the gross negligence or willful misconduct of the responding party's personnel.

2.2. All claims for workers compensation benefits arising out of this agreement shall be the sole responsibility of the party who is the general employer of the employee filing such claim.

2.3. At no time shall the employees of a responding party be considered to be borrowed servants or on loan to the requesting party under this agreement.

2.4. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of their duties under this Agreement. However, this waiver shall not apply to those cases in which the claim results from the failure of either party to accept responsibility for any civil liability for which a requesting party is responsible as determined and required by the Interlocal Cooperation Act. (Texas Government Code, Chapter 791, current version and as amended in the future.).

2.5. All personnel providing services under this Agreement shall, during the time response services are being performed, be paid firefighters, volunteer firefighters, or certified EMS personnel of the fire department where they are regularly employed or regularly volunteer.

2.6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment, volunteer members, or EMS personnel of the fire department. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

PART 3
PAYMENT

3.1. The requesting party agrees to reimburse the responding party for any chemical agent or supplies used by the responding party. The responding party shall submit an itemized bill for any such agent or supplies used and the requesting party shall pay the amount billed within thirty (30) days of receipt of the bill. Each party must make said payments from current revenues available to the paying party.

3.2. If Federal Emergency Management Agency (FEMA) or the State of Texas Governors' Division of Emergency Management (GDEM) has declared a disaster and is reimbursing the agencies responding to the disaster for the expenses incurred for the incident, all personnel salaries and benefits to include the cost of backfill personnel salaries and benefits at overtime rates, shall be included in the itemized bill in addition to the cost of any such agent or supplies used. If the personnel salaries and benefits are included in the itemized bill, payment shall be made when the reimbursement is made by FEMA or GDEM for the incident.

PART 4
AMOUNT AND TYPE OF ASSISTANCE

This Agreement is for the exchange of fire service in specified response areas. Fire units shall respond on first alarm structural fires or grass fires, as designated, in the stipulated response areas. Fire units required in addition to first alarm assignment shall be requested in accordance with procedures established in the Bell County Agreement for Mutual Aid and Disaster Assistance.

RESPONSE AREAS
Fire Response

4.1. KILLEEN shall provide the following to FORT HOOD:

4.1.1 One Fire Engine, Ladder Truck or Grass Fire Truck on structure or grass fires respectively into FORT HOOD's fire response area generally located:

<u>Area 1</u>

Kouma and Liberty Village housing areas, bordered by U.S. 190 to the North, Watercrest Road to the South, Clear Creek to the West and U.S. Government Boundary to the East.

Area 2

Pershing Park and Venable Village housing areas, bordered by Business U.S. 190 to the North, U.S. HWY 190 to the South and West, and Fort Hood Street to the East.

4.2. FORT HOOD will provide the following to KILLEEN:

4.2.1. A Fire Engine, Ladder Truck or Grass Fire Truck on structure and grass fires into Killeen's fire response area generally located in the following areas.

Area 3

Bounded on the north and west by the Fort Hood property line, bounded on the south by FM 439 (Rancier Avenue), bounded on the east by WS Young Drive extending north to the Fort Hood Property line.

Area 4

This area is for grass fires only, along Business Hwy 190 and US Hwy 190;

Bounded on the north by Fort Hood's property line, bounded on the west by the Bell County Line, bounded on the east by Bus Hwy

190 (Veterans Memorial Blvd) and Willow Springs Overpass, bounded on the south by Fort Hood's property line, including the area in and around the flood control dam area south of Fort Hood's Bernie Beck Gate.

PART 5
TRAINING

Joint training exercise shall be conducted, at a minimum four times per year to comply with the Insurance Service Organization (ISO). The training exercises shall be coordinated by the respective department training officer or designee, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

5.1 Apparatus Familiarization
5.2 Coordination of Engine Companies
5.3 Equipment/Minor Tools Carried
5.4 Incident Command System /NIMS

5.5 5-Inch Hose Program Procedures
5.6 Communications Procedures
5.7 Hazardous Materials Team Response Operations Familiarization
5.8 Water Tanker Operations

PART 6
COMMUNICATIONS

Dispatch of an Automatic Aid request shall be toned out on the responders' primary radio channel. Communications from the Dispatch Center to mobile units and fire ground communications utilizing portable radios shall be on the radio frequencies utilized by the Department in whose jurisdiction the emergency incident occurs. Communications procedures and documents shall be provided at the initial training session and updated as needed thereafter.

PART 7
DISPATCH TO EMERGENCIES

Upon receipt of an alarm in any of the designated response areas, the dispatch center receiving the alarm shall dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department shall be notified immediately upon completion of the dispatch.

PART 8
INCIDENT COMMAND

The officer on the first arriving company shall take command of the incident until relieved by the appropriate jurisdictional authority. National Incident Management System (NIMS) shall be the system used for Incident Command.

PART 9
FIRE INCIDENT REPORTING

Each department shall be responsible for obtaining needed information to complete fire reports for incidents within their respective jurisdictions. Assisting units shall cooperate' with jurisdictional units to provide necessary information.

PART I0
TERM

This agreement shall begin on _____ and shall terminate _____, provided that it shall automatically renew annually for one year terms.

PART 11
NOTICE OF TERMINATION

The parties hereto may terminate their interest under the agreement without recourse or liability for breach or damages, upon ninety (90) days' written notice of their intent to terminate to the other party. Termination of this agreement for any reason shall not relieve either party of any obligation accruing hereunder prior to such termination, and due and owing to the other party.

PART 12
ENTIRE AGREEMENT

This agreement shall take the place of and supersede any previous agreements. It shall only be amended in writing and signed by all parties.

IN WITNESS THEREOF, all parties have caused the agreement to be duly executed on date above written.

ATTEST:

_____
Dianna Barker
CITY SECRETARY

CITY OF KILLEEN

_____
Ronald L. Olson
CITY MANAGER

_____
Todd M. Fox
Colonel, US Army
Garrison Commander

MUTUAL AID AGREEMENT-DEPT OF ARMY, FT. HOOD AND KILLEEN FIRE DEPARTMENT

RS-17-065

June 27,2017

Mutual Aid Agreement- Dept of Army, Ft. Hood and Killeen Fire Department

- Consists of
  - Mutual Aid Agreement
  - Annex 1
  - Interlocal Automatic Aid Agreement for fire services
- Provides additional resources for complex emergency incidents
- Required for change of Fort Hood command
- Is not related to the Carl R. Darnell Center Mutual Aid Agreement of 2013
- Alternatives:
  - Not Entering into the agreement
    - Results in lack of resources in large scale events
  - Enter into agreement
    - Creates cooperation between Department of Army, Ft. Hood and KFD
    - Provides depth of resources to mitigate large scale events

Mutual Aid Agreement- Dept of Army, Ft. Hood and Killeen Fire Department

- Financial impact
  - In most cases this saves money
  - Overtime for large scale events may be necessary
  - Events of this nature are unpredictable
- All but the most catastrophic events are covered by budgeted funds
- Staff recommends approval of Mutual Aid Agreement-Dept of Army, Ft. Hood and Killeen Fire Department