

AN ORDINANCE 2018-11-29-0947

**AUTHORIZING A MUTUAL AID AGREEMENT BETWEEN THE  
CITY OF SAN ANTONIO AND JOINT BASE SAN ANTONIO TO  
ALLOW FOR BETTER COORDINATION DURING A CIVIL  
EMERGENCY OR DISASTER.**

\* \* \* \* \*

**WHEREAS**, Joint Base San Antonio is a United States military facility located in/near San Antonio, Texas. The facility is under the jurisdiction of the United States Air Force 502d Air Base Wing, Air Education and Training Command (AETC). The facility is an amalgamation of the United States Army Fort Sam Houston, the United States Air Force Randolph Air Force Base, Lackland Air Force Base, and Camp Bullis, which were merged on October 1, 2010; and

**WHEREAS**, the City of San Antonio has entered into emergency response and preparedness Mutual Aid Agreements (MAA) in the past, including a current MAA with the Alamo Area Council of Governments; and

**WHEREAS**, in response to the devastation caused by Hurricane Harvey, the City entered into mutual aid agreements with the City of Houston, Harris County, Aransas Pass, and Aransas County in order to provide needed resources to assist our fellow Texans during a time of need; and

**WHEREAS**, in 1996 the City entered into mutual aid agreements with local military installations before the creation of JBSA, to include individual agreements with Randolph AFG, Lackland AFB, Kelly AFG, and Ft. Sam Houston; and

**WHEREAS**, the Office of Emergency Management has developed a close partnership with the military over the past few years and this agreement will help solidify this relationship and strengthen the City's ability to respond and recover from a catastrophic disaster or civil emergency by providing written procedures to ensure that adequate equipment and manpower will be available to ensure that mutual aid is accomplished in the minimum time possible, potentially saving lives and property; **NOW THEREFORE:**

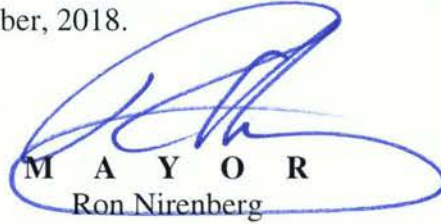
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee, or the Director of the Office of Emergency Management or his designee is authorized to execute a Master Mutual Aid Agreement (the Agreement) with Joint Base San Antonio for a term beginning on December 1, 2018 and ending on November 30, 2027. A copy of the Agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

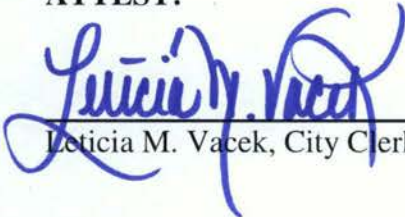
**SECTION 2.** The Agreement may be renewed for two additional nine year terms without further City Council action. Additionally, non-substantive revisions and amendments to the Agreement may be made without further City Council approval or action.

**SECTION 3.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.


**PASSED AND APPROVED** this 29th day of November, 2018.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	22						
<b>Date:</b>	11/29/2018						
<b>Time:</b>	09:49:14 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving a Mutual Aid Agreement with Joint Base San Antonio to provide better coordination during a civil emergency or disaster for the City of San Antonio. [Erik Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x			x	

# Attachment I

**MASTER MUTUAL AID AND SUPPORT AGREEMENT  
BETWEEN  
JOINT BASE SAN ANTONIO AND  
THE CITY OF SAN ANTONIO**

**SUPPORT AGREEMENT NO. FB3047-18XXX-043**

**SUBJECT: FOR EMERGENCY RESPONSE TO INCLUDE EMERGENCY SERVICES**

**GENERAL PROVISIONS**

**ARTICLE I. PREAMBLE AND AUTHORITY**

This Master Mutual Aid Agreement (the Agreement) is entered into by and between Joint Base San Antonio (hereinafter referred to as JBSA), a Department of Defense (DoD) military organization located in San Antonio, Texas and the City of San Antonio, a home-rule municipality, situated in Bexar County, Texas (hereinafter referred to as City), collectively referred to as the Parties, to memorialize their intent to provide mutual aid to each other in times of need, in accordance with the terms and conditions set forth below, and under the authority provide to a Texas home-rule municipality, and the following authority for Joint Base San Antonio:

Dept. of Defense Instruction (DoDI) 3025.01, *Defense Support to Civil Authorities (DSCA)*  
DoDI 3025.12, *Military Assistance for Civil Disturbances*  
DoDI 4000.19, *Support Agreement*  
AFI 25-201, *Intra-service, Intra-agency, and Inter-agency Support Agreement Procedures*

**ARTICLE 2. CONTENTS OF AGREEMENT**

This Agreement addresses the following areas for mutual aid and support between the Parties:

**Section I -** Mutual Aid for Emergency Management

**Section I (A) -** CHEMICAL, BIOLOGICAL, RADIOLOGICAL,  
NUCLEAR AND EXPLOSIVE (CBRNE)  
EVENTS

**Section II -** Explosive Ordnance Disposal (EOD)

**Section III -** Fire and Emergency Services

### **ARTICLE III. TERM, CANCELLATION & RENEWAL**

This Agreement shall remain in full force and effect unless and until termination as follows:

- 3.1 This Agreement remains in effect for a period of nine years and may be renewed for two additional nine year terms upon agreement of the parties.
- 3.2 This Agreement may be rescinded by mutual consent between the parties.
- 3.3 This Agreement may also be canceled by either party upon giving no less than 30 days and no more than 180 days written notice to the other party.
- 3.4 Termination of the Agreement between the parties affected by such notification shall not affect the continuation of the agreement as to any party not indicating an intention to withdraw.
- 3.5 Termination of the relationship affected by this Agreement shall not preclude future agreements for mutual support between the parties terminated hereunder.
- 3.6 Non-substantive revisions and amendments to this Agreement may be made, upon agreement of the Parties in writing, without further City Council approval or action.

### **ARTICLE IV. AGREEMENT EXCLUSIVITY**

This agreement is intended to supersede all previous mutual aid agreements between the parties. This agreement is not intended to be exclusive between JBSA and the City contained in this agreement. Any of the parties may, as they deem necessary or expedient, enter into separate support agreements with any other party or parties. Entry into such separate agreements shall not, unless specifically stated, affect any relationship or covenant contained; provided that no such separate agreement shall terminate any responsibility herein undertaken unless notice shall be given pursuant to cancellation & termination procedures outlined in this agreement.

## **SECTION I**

### **MUTUAL AID AGREEMENT FOR EMERGENCY MANAGEMENT**

#### **ARTICLE I. BACKGROUND**

This support agreement facilitates information flow in the pre-incident prevention phase in order to place assets on alert or to preposition assets for quick response. During the post-incident response phase, this agreement can also be executed for support and planning functions. Activities include those functions that are critical to support and facilitate multi-agency and multi-jurisdictional planning and coordination for emergency operations. This includes alert and notification, deployment and staffing of emergency response teams, incident action planning, coordination of operations, logistics and material, direction and control, information management, facilitation of requests for assistance, resource acquisition and management (to include allocation and tracking), worker safety and health, facilities management, financial management, and other support as required.

#### **ARTICLE II. PARTIES**

- 2.1 **CIVIL/CIVILIAN AGENCY** means The City of San Antonio (City).
- 2.2 **MILITARY AGENCY** means Joint Base San Antonio (JBSA)

#### **ARTICLE III. ASSUMPTIONS**

Major accidents may occur at any time without warning, on or off JBSA involving aircraft, nuclear weapons or components, toxic fuels, toxic industrial chemicals (TICs), toxic industrial materials (TIMs), explosives, hazardous materials and/or other natural, technological, or man-made disasters.

#### **ARTICLE IV. TYPES OF AID AND SUPPORT**

The Parties agree to provide the following types of aid and support to each other, upon request:

- 4.1 Alert, notify, and assist with situation reports and assessments to regional and field components during a disaster/emergency.
- 4.2 Assist in documentation support during and after an incident.
- 4.3 Collect, evaluate, disseminate, and use information regarding incident prevention and response actions and the status of resources.
- 4.4 Develop contingency, long-term, demobilization, and other plans related to the incident.
- 4.5 Establish the operational period and tempo.
- 4.6 Identify and implement compatible resource tracking systems when possible.
- 4.7 Participate in EOC information sharing during the incident regarding resource levels, resource availability, estimation of damage, change of status, etc.
- 4.8 Prepare and document response and recovery priorities.
- 4.9 Provide Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) subject

- matter experts and technical resources for planning and decision making.
- 4.10 Provide computer and modeling support to assist in plume modeling, casualty predictions, and other modeling if available.
  - 4.11 Provide other emergency management resources/activities deemed necessary and appropriate for preserving life and property.

## **ARTICLE V. CIVILIAN ROLES AND RESPONSIBILITIES**

The City agrees to assume the following roles and responsibilities:

- 5.1 Coordinate with JBSA when developing the Comprehensive Emergency Response Plan (CERP).
- 5.2 Provide a list of inventoried equipment that might be available during an incident.
- 5.3 Collaborate with JBSA, and when feasible, purchase compatible response, detection, and decontamination equipment for incidents involving the use of CBRNE to ensure interoperability and the right mix of equipment is available for responding to such incidents.
- 5.4 Provide other emergency management resources/activities deemed necessary and appropriate for preserving life and property.

## **ARTICLE VI. JBSA ROLES AND RESPONSIBILITIES**

JBSA agrees to assume the following roles and responsibilities:

- 6.1 Coordinate and participate with the local/regional/State community plan (Local Emergency Planning Committee (LEPC/CITY EOC).
- 6.2 Coordinate the Installation Emergency Management Plan (IEMP) 10-2 and supporting functional plans with the local authorities.
- 6.3 Provide unclassified lists of inventory of equipment to the local authorities.
- 6.4 Collaborate with local authorities in the purchase of response, detection, and decontamination equipment for incidents involving the use of CBRNE to ensure interoperability and the right mix of equipment is available for responding to such incidents within the JBSA and the local area.
- 6.5 Provide other emergency management resources/activities deemed necessary and appropriate for preserving life and property.

## **ARTICLE VII. GENERAL REQUESTING PROCEDURES**

On request to a representative of the JBSA Emergency Management (EM) office a representative of the appropriate local agency, equipment and personnel of the JBSA EM office will be dispatched to any point within the area requesting the support.

## **ARTICLE VIII. REQUESTING SUPPORT FROM CIVILIAN AGENCIES**

On request to a representative of the civilian agency by a representative of the JBSA EM office for equipment, incident response and personnel of the civilian agency will be dispatched to the

designated JBSA location.

#### **ARTICLE IX. REQUESTING SUPPORT FROM JBSA**

On request to a representative of the JBSA EM office by a representative of the civilian agency for equipment, incident response and personnel of the civilian agency will be dispatched to the designated civilian agency.

#### **ARTICLE X. GENERAL RESPONSE PROCEDURES**

All personnel providing emergency management from the JBSA EM office or civilian agencies will use appropriate personal protective equipment when entering a contaminated environment or as necessary. The Incident Commander will ultimately direct personnel in and out of control zones.

## SECTION I (A)

### CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR AND EXPLOSIVE (CBRNE) EVENTS

#### ARTICLE I. PURPOSE

This agreement establishes policy, responsibilities, and procedures between JBSA and the City to prepare, prevent, respond, and recover from a disaster/emergency. A disaster/emergency might be naturally occurring or be caused by CBRNE events or natural, technological, or man-made (terrorist) disaster. The event may take place on or off JBSA. This agreement supports and will be executed in accordance with the National Response Framework (NRF), the National Incident Management System (NIMS), and all federal, Department of Defense (DoD), United States Air Force (USAF), state and local guidelines.

#### ARTICLE II. DEFINITIONS

As used in this Section I (A), and the remainder of this Master Mutual Aid and Support Agreement, the following words and phrases have the meaning ascribed to them in this section:

- 2.1 *Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) Incident.* The deliberate or inadvertent release of chemical, biological, radiological, nuclear or high-yield explosive devices with potential to cause significant numbers of casualties and high levels of destruction.
- 2.2 *Common Operating Picture (COP).* A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.
- 2.3 *Defense Support of Civil Authorities (DSCA).* Refers to Department of Defense (DoD) support, including Federal military forces, DoD civilians and DoD contractor personnel, and DoD agencies and components, for domestic emergencies and for designated law enforcement and other activities.
- 2.4 *Disaster.* See *Major Disaster*
- 2.5 *Emergency Operations Center (EOC).* The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (i.e. Federal, State, regional, county, city, tribal), or some combination thereof.
- 2.6 *Emergency.* Absent a Presidentially declared emergency, any incident, human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities, save lives, and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

- 2.7 *Emergency Responders.* Firefighters, law enforcement/security personnel, and emergency medical technicians, emergency management and operations personnel, Explosive Ordnance Disposal (EOD) personnel, physicians, nurses, medical treatment providers at medical treatment facilities, disaster preparedness officers, public health officers, bio-environmental engineers, and mortuary affairs personnel.
- 2.8 *Emergency Support Function (ESF).* A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local, and tribal governments or to Federal departments and agencies conducting missions of primary Federal responsibility.
- 2.9 *First Responders.* Firefighters, law enforcement and/or security personnel, emergency medical technicians, and EOD personnel (for suspected explosive CBRNE events) that provide the initial, immediate response to a CBRNE incident.
- 2.10 *Hazard Mitigation.* Any action taken to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities.
- 2.11 *Hazard.* Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.
- 2.12 *Hazardous Material.* A substance or material, including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purpose of the NFR, the term is intended to include oil, hazardous substances, hazardous waste, pollutants, and contaminants as defined by the National Contingency Plan.
- 2.13 *Immediate Response.* Any form of immediate action taken by a DoD Component or military commander, under the agency of Department of Defense Directive (DoDD) 3025.1 and any supplemental guidance prescribed by the head of a DoD Component, to assist civil authorities or the public to save lives, prevent human suffering, or mitigate great property damage under imminently serious conditions occurring where there has not been any declaration of catastrophic or major disaster or emergency by the President or attack. (DoD 3025.1-M)
- 2.14 *Imminently Serious Conditions.* Those conditions that result from any civil emergency or attack, such as from CBRNE weapons, that may require immediate action by military commanders to save lives, prevent human suffering, or mitigate great property damage.
- 2.15 *Incident Commander(IC).* The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.
- 2.16 *Incident Command Systems (ICS).* A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities,

equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

- 2.17 *Incident of National Significance*. An actual or potential high-impact event that requires a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, nongovernmental and/or private sector entities in order to save lives and minimize damage.
- 2.18 *Liaison Officer*. An agency official sent to another agency to facilitate interagency communications and coordination.
- 2.19 *Major Disaster*. As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.
- 2.20 *National Oil and Hazardous Substances Pollution Contingency Plan (NCP)*. The purpose of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) is to provide the organizational structure and procedures for preparing for and responding to discharges of oil and releases of hazardous substances, pollutants, and contaminants. The first plan, developed in 1968, provided the first comprehensive system of accident reporting, spill containment, and cleanup, and established a response headquarters, a national reaction team, and regional reaction teams. Congress has broadened the scope of the National Contingency Plan over the years. As required by the [Clean Water Act of 1972](#), the NCP was revised the following year to include a framework for responding to hazardous substance spills as well as oil discharges. Following the passage of [Superfund legislation](#) in 1980, the NCP was broadened to cover releases at hazardous waste sites requiring [emergency removal actions](#). Over the years, additional revisions have been made to the NCP to keep pace with the enactment of legislation. The latest revisions to the NCP were finalized in 1994 to reflect the oil spill provisions of the [Oil Pollution Act of 1990](#).
- 2.21 *National Defense Area (NDA)*. An area established on non-federal lands located within the United States, its possessions or territories, for the purpose of safeguarding classified defense information or protecting government equipment and/or material. The establishment of an NDA temporarily places such non-federal lands under the effective control of DoD and results only from an emergency event.
- 2.22 *National Incident Management System (NIMS)*. A system mandated by Homeland Security Presidential Directive (HSPD)-5 that provides a consistent nationwide approach for Federal, State, local and tribal governments to effectively and efficiently prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the Incident Command System; multiagency coordination

systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

- 2.23 *National Response Framework (NRF)*. The National Response Framework establishes a comprehensive all-hazards approach to enhance the ability of the United States to manage domestic incidents. The plan incorporates best practices and procedures from incident management disciplines—homeland security, emergency management, law enforcement, firefighting, public works, public health, responder and recovery worker health and safety, emergency medical services, and the private sector—and integrates them into a unified structure. It forms the basis of how the federal government coordinates with state, local, and tribal governments and the private sector during incidents. It establishes protocols to help save lives and protect the health and safety of the public, responders, and recovery workers; ensure security of the homeland; prevent an imminent incident, including acts of terrorism, from occurring; protect and restore critical iNFRastructure and key resources; conduct law enforcement investigations to resolve the incident, apprehend the perpetrators, and collect and preserve evidence for prosecution and/or attribution; protect property and mitigate damages and impacts to individuals, communities, and the environment; and facilitate recovery of individuals, families, businesses, governments, and the environment.
- 2.24 *National Security Area (NSA)*. A National Security Area is an area established on non-Federal lands located within the United States, its possessions, or territories for the purpose of safeguarding classified and/or restricted data information or protecting Department of Energy (DOE) equipment and/or material.
- 2.25 *Posse Comitatus*. The Act sets forth limitations on the domestic use of the Army and the Air Force. Originally enacted in 1878, the Act provides: Whoever, except in cases and under circumstances expressly authorized by the Constitution or Act of Congress, willfully uses any part of the Army or the Air Force as a posse comitatus or otherwise to execute the laws shall be fined under this title or imprisoned not more than two years or both. DoDD 5525.5 extended the substantive prohibitions of the Posse Comitatus Act (PCA) to the United States Navy and United States Marine Corps.
- 2.26 *Resources*. Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an Emergency Operations Center.
- 2.27 *Unified Command (UC)*. UC is an important element in multi-jurisdictional domestic incident management. It provides guidelines for agencies with different legal, geographic, and functional responsibilities to work together effectively. UC overcomes much of the inefficiency and duplication of effort that can occur when agencies with functional and geographic jurisdictions, or agencies at different levels of government, work together without a common system. All agencies with jurisdictional responsibility at a multi-jurisdictional incident participate in the UC and contribute to the process of determining overall incident strategies; selecting objectives; ensuring that joint planning for tactical activities is accomplished in accordance with approved incident objectives; ensuring the integration of tactical operations; and making maximum use of all assigned resources. The proper selection of participants to work within a UC structure depends upon the location of the incident (which geographical administrative jurisdictions are

involved) and the type of incident (which functional agencies of the involved jurisdiction(s) are required).

2.28 WMD. Weapons of Mass Destruction.

### **ARTICLE III. BACKGROUND**

Coordinated mutual support and assistance provided by City and JBSA will undoubtedly be needed during events of National Significance, especially prior to the arrival of Federal assets. The National Response Framework provides a mechanism through which the City and JBSA may apply for Federal assistance if local resources are overwhelmed due to an Incident of National Significance. However, the City and JBSA recognize that mutual support will be necessary during incidents that are not of national significance. The Secretary of Defense authorizes Defense Support of Civil Authorities (DSCA) for domestic incidents as directed by the President or when consistent with military readiness operations and appropriate under the circumstances and the law. For these reasons, civilian agencies and JBSA have established this agreement to provide mutual aid and support during localized emergencies that are not of national significance and for emergencies that may later be declared an Incident of National Significance.

### **ARTICLE IV. ASSUMPTIONS**

- 4.1 Any major area-wide emergency/disaster may affect some or all parties to this agreement. JBSA and City will prioritize its needs and the utilization of available resources. The level of assistance provided to either party will be determined by resources available and the extent to which the supplier is affected by the emergency/disaster. Levels of assistance shall comply with all applicable directives.
- 4.2 JBSA will not provide assistance to City if it could adversely affect national security or military preparedness.
- 4.3 Nothing in this agreement impairs or otherwise affects the agency of the Secretary of Defense over the DoD.
- 4.4 The Secretary of Defense shall retain command of military forces providing civil support.
- 4.5 Individuals within JBSA forces deployed during an initial response action will recognize their force presentation structure, understand their chain of command, know the source of their tasking and support, and be able to affect an efficient hand-off to follow-on forces.
- 4.6 All signing parties will develop pre-incident plans for training, mobilization, deployment and field operations in order to sufficiently execute aid and support.
- 4.7 A WMD attack employing a contagious substance may require quarantine to prevent the spread of contamination.
- 4.8 If appropriate personal protective equipment and capabilities are not available and an area is contaminated with CBRNE or other hazardous materials, it is possible that response actions into a contaminated may be delayed until the material has dissipated to a level that is safe for emergency response personnel to operate or until appropriate personal protective equipment and capabilities arrive, whichever is sooner.
- 4.9 In large scale or cross-jurisdictional incidents the ICS process calls for the formation of a Unified Command. In incidents involving multiple jurisdictions a Unified Command allows agencies with different legal, geographic, and functional responsibilities to work together effectively. If such an incident occurs, City and JBSA will establish and act in

- accordance with a Unified Command.
- 4.10 National Response Framework policies and procedures must be taken into account for all actual and potential Incidents of National Significance even prior to the arrival of Federal assets.

#### **ARTICLE V. TYPES OF AID AND SUPPORT**

- 5.1 Assist in establishing situational awareness and a common operating picture.
- 5.2 Coordinate logistical support for JBSA and City during field operations.
- 5.3 Coordinate with appropriate NRF and NIMS elements to include the Homeland Security Operations Center (HSOC), the Joint Field Office (JFO) and the National Response Coordination Center (NRCC).
- 5.4 Develop a demobilization plan and exit strategy for withdrawing forces from an affected area.
- 5.5 Develop a mechanism for re-supply of forces operating within an affected area.
- 5.6 Develop policies and procedures for the effective use and coordination of JBSA and City assets.
- 5.7 Evaluate the incident to identify lessons learned; and development of initiatives to mitigate the effects of future incidents.
- 5.8 Manage deployment to, employment in, and redeployment from the affected area.
- 5.9 Manage pre-incident activities including training, equipment purchase, and evaluation of operational readiness.
- 5.10 Provide planning guidance and coordination assistance.
- 5.11 Provide other emergency management resources/activities deemed necessary and appropriate for preserving life and property.

#### **ARTICLE VI. CITY ROLES AND RESPONSIBILITIES**

- 6.1 The City will make all requests for regional, State, and Federal assets.
- 6.2 The City will not request JBSA to request assets from regional, State, and Federal authorities.
- 6.3 The City, in coordination with JBSA EOC will be responsible for all costs in requesting, processing, and maintaining a security clearance, if one is deemed necessary.

#### **ARTICLE VII. JBSA ROLES AND RESPONSIBILITIES**

- 7.1 In accordance with DoDI 3025.01, Volume I, Defense Support to Civil Authorities (DSCA), JBSA will not procure or maintain any supplies, material, or equipment exclusively for providing DSCA in civil emergencies, unless otherwise directed by the Secretary of Defense.
- 7.2 JBSA will report to higher-headquarters the status of any involvement with DSCA.
- 7.3 Establish Personal Protection Equipment (PPE) standards.

#### **ARTICLE VIII. JURISDICTIONAL RESOLUTIONS**

- 8.1 The JBSA Commander may declare a National Defense Area resulting from an emergency that threatens the safeguarding of classified defense information or protecting

DoD equipment and/or material. Establishment of a national defense area temporarily places such non-Federal lands under the effective control of the Department of Defense and results only from an emergency event. The senior DoD representative at the scene will define the boundary, mark it with a physical barrier, and post warning signs. The landowner's consent and cooperation will be obtained whenever possible; however, military necessity will dictate the final decision regarding location, shape, and size of the national defense area. *Posse Comitatus* restrictions do not apply within National Defense Areas.

- 8.2 In accordance with DoD Manual 3150.8-M, *Nuclear Weapons Accident Response Procedures (NARP)*, the JBSA Commander may declare a National Security Area (NSA). Establishment of an NSA temporarily places such non-Federal lands under the effective control of Department of Energy (DOE) and results only from an emergency event. The senior DOE representative having custody of the material at the scene will define the boundary, have the boundary marked with a physical barrier, and have warning signs posted. The landowners consent and cooperation will be obtained whenever possible; however, operational necessity will dictate the final decision regarding location, shape, and size of the NSA.

#### **ARTICLE IX. GENERAL REQUESTING PROCEDURES**

- 9.1 When either JBSA or City are requesting assistance, they will provide:
- a. The name, title, and phone number(s) of the requesting officer or official.
  - b. A brief assessment of the condition(s) that deem the request for aid. Include the cause of the event (if known); extent of damage; estimated number of dead, injured, and missing military and DoD civilian personnel as well as other civilian personnel; and an initial determination of the presence of any CBRNE materials. Provide an initial determination on whether "Immediate Response or Imminently Serious Conditions" exist.
  - c. A description of the type and amount of aid needed. Include quantity and types of equipment as defined by FEMA's *National Mutual Aid Glossary of Terms and Definitions*; description of how aid/equipment will be used; and, the expected duration of aid/participation in relief operations.
  - d. An assessment of specific responding procedures, including any personal protective measures first/emergency responders must don due to the presence of CBRNE materials; the location to which the equipment and personnel are to be dispatched, and the name, title, and phone number(s) of the person who is in charge at the incident site.
  - e. Initial request for support may be oral (telephonic), but must be followed up in writing within twenty four hours.

#### **ARTICLE X. REQUESTING SUPPORT FROM LOCAL CIVIL AGENCIES**

JBSA requests for assistance will be made to the City, and must be authorized by the Commander, JBSA, or their appointed representative.

## **ARTICLE XI. REQUESTING SUPPORT FROM JBSA**

- 11.1 The City must request mutual aid assistance through the JBSA Command Post, except fire emergencies.
- 11.2 If "Immediate Response or Imminently Serious Conditions" exist, JBSA may respond immediately to assist in saving lives, prevent human suffering, or mitigate great property damage. The City can request immediate support directly from the base by contacting the JBSA Command post.
- 11.3 If "Immediate Response or Imminently Serious Conditions" DO NOT apply, the City must first exhaust its available resources and request assistance from the regional, State, and Federal Government. JBSA resources can only be provided when response or recovery requirements are beyond the capabilities of the City (as determined by FEMA or another lead Federal agency for emergency response).

## **ARTICLE XII. GENERAL RESPONSE PROCEDURES**

- 12.1 The City entering JBSA in support of this agreement will follow base entry procedures in accordance with the Installation Security Plan, IEMP 10-2 and the Anti-Terrorism Plan.
- 12.2 JBSA forces deployed in support of this agreement remain under the ultimate control of the JBSA Commander or their appointed representative. However, they may be assigned to City authorities under the Incident Command System (ICS) for tactical purposes. If and when the JBSA Commander or authorized military representative recalls military personnel their redeployment will be immediate.

## **ARTICLE XIII. LOCAL CIVILIAN AGENCY RESPONSE TO JBSA REQUEST**

### **13.1 *ON BASE***

- a. City forces deployed in support of this agreement remain under the ultimate control of the City. However, they may be assigned to JBSA authorities under the Incident Command System (ICS) for tactical purposes. If and when the City recalls personnel their redeployment will be immediate.
- b. Upon arriving at the appropriate entrance gate responders will provide proper identification and report directly to the staging area.

### **13.2 *OFF BASE***

- a. City responders will likely be the first responders to a military accident off base. The City will normally take charge of any incident site within their jurisdiction and JBSA will deploy a Disaster Response Force (DRF) to the incident site to provide support to the City and provide a military presence. If the situation necessitates, the Commander or appointed representative of JBSA may declare a National Defense Area (NDA) or a National Security Area (NSA) pursuant to federal law. Responding military personnel must adhere to the *Posse Comitatus Act* and will not enforce or execute civilian laws unless directed by the President of the United States.

- b. Unless otherwise directed the JBSA Commander or appointed representative, the City retains control of all disaster sites off base. JBSA elements, when requested, will report to the staging area, other areas as directed, or to the ranking City official at the scene, normally the Incident Commander. Responders from JBSA will remain under the direct control of the Incident Commander or his/her designees.

#### **ARTICLE XIV. JBSA RESPONSE TO CITY REQUEST: OFF BASE**

- 14.1 JBSA will deploy requested assets as soon as possible after notification. This element will support the City Incident Commander and provide any required military support, within existing capabilities.
- 14.2 JBSA personnel responding to the request for assistance will not normally take control of the incident site unless the JBSA Commander or appointed representative determines that just-cause exists to declare an NDA at the incident site. The NDA will be limited to areas at the incident site having military or national security significance. City authorities will remain in control of the remainder of the incident site for consequence management.
- 14.3 When a major accident or CBRNE event occurs off base that does not involve a DoD asset, JBSA personnel will only provide assistance if such assistance is requested and is warranted under the DSCA umbrella. If JBSA personnel, such as Emergency Responders or First Responders, are the first responders on the scene, the Incident Commander will take control of the incident site until appropriate City authorities arrive, are briefed by the Incident Commander, and assume control of the scene.

#### **ARTICLE XV. INTEROPERABILITY REQUIREMENTS**

The NIMS requires that preparedness organizations at all jurisdictional levels establish standards, guidelines, and protocols necessary to promote interoperability among member jurisdictions and agencies. JBSA and City authorities will act in accordance with the interoperability standards established by the National Integration Center.

#### **ARTICLE XVI. COMMUNICATIONS SYSTEMS**

- 16.1 City and JBSA will work toward a Common Operating Picture (COP) and develop plans/procedures to develop communication interoperability.
- 16.2 JBSA and the City will participate in communication interoperability drills/exercises.

#### **ARTICLE XVII. PLANS**

JBSA and the City will make unclassified plans, supporting regulations and guidance, statutes, resource lists, and other documents available to the other party upon request. This exchange of documents and information will be handled in accordance with DoD regulations for classified and controlled material.

#### **ARTICLE XVIII. CONTRACT SERVICES**

The City and JBSA will make any emergency service contracts it has with private contractors available to each other when available. JBSA's use of such contracts may be limited by Federal

and State procurement laws and policies, budgetary constraints, and the ability of the local civilian agency contractors to perform acceptably for both the local civilian agency and JBSA during an emergency.

#### **ARTICLE XIX. SPECIAL EVENTS**

Large special events or special events involving both parties to the agreement shall be planned and staffed in accordance with this agreement. If an incident occurs during the event, the appropriate sections of this agreement should be utilized during the mitigation of that incident.

#### **ARTICLE XX. EXERCISE**

- 20.1 Exercise planning officials at JBSA and the City will coordinate exercises that will allow interaction between all parties. They will notify each other of upcoming exercises and invite each other to participate, observe, and/or critique exercises of mutual interest.
- 20.2 Regular participation in these exercises will assist with the continued improvement of response efforts.

#### **ARTICLE XXI. TRAINING**

- 21.1 JBSA and the City offering training will make it available to the other party within the limits of budgets, regulations, or other constraints. Training units will provide schedules of CBRNE applicable training and course descriptions upon requests.
- 21.2 Regular participation in training will assist with the continued improvement of response efforts.

#### **ARTICLE XXII. ON-SITE VISITS**

On-site visits for JBSA and the City are critical for development of site management procedures during an incident and gaining familiarity of emergency response plans. Additionally, on-site visits will facilitate familiarity with response assets belonging to other emergency response organizations that may be of potential use during a hazardous event. For these reasons, JBSA and the City will annually conduct on-site visits and tours of: high value and/or high threat facilities.

#### **ARTICLE XXIII. LIAISON**

- 23.1 During emergencies in which this agreement is invoked, JBSA and the City will exchange a Liaison Officer between their Emergency Operations Centers (EOCs). These personnel will be knowledgeable about the capabilities and limitations of their individual agencies and will be able to submit tasking requirements to the appropriate agency upon request.
- 23.2 During emergencies a unified command post will be established with representatives from both agencies in attendance. In the case a unified command is not established, a department or JBSA liaison should report to the Command Post.
- 23.3 The City liaison officers to JBSA may be limited in their ability to participate in the EOC due to security constraints. JBSA and the City will work together in advance of an

incident to assist the City liaison officer in obtaining a security clearance. The City is responsible for all costs in requesting, processing, and maintaining a security clearance.

#### **ARTICLE XXIV. PUBLIC INFORMATION**

- 24.1 An incident Joint Information Center (JIC) will be established by both parties upon identification of an event subject to the terms of this agreement.
- 24.2 All requests for information must be coordinated through the JIC consistent with State and Federal laws.

#### **ARTICLE XXV. ACCOUNTING & REIMBURSEMENT**

JBSA and the City will seek reimbursement for costs incurred by this mutual aid agreement and AFI 10-802.

#### **ARTICLE XXVI. INDEMNITY & LIABILITY**

JBSA and the City waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to this agreement.

#### **ARTICLE XXVII. REVIEW & REVISION**

In accordance with AFI 25-201, *Intra-service, Intra-agency, and Inter-agency Support Agreement Procedures*, this agreement will be reviewed and revised triennially at a minimum. Changes in the national security and threat environment, updates to local planning documents, and other changes may necessitate out-of-cycle revisions.

- 27.1 JBSA and the City Emergency Management Offices will serve as Primary Point of Contact (POC) for this document and are responsible for reviewing and updating triennially.

## **SECTION II**

### **EXPLOSIVE ORDNANCE DISPOSAL (EOD)**

#### **ARTICLE I. BACKGROUND**

- 1.1 DoD Component military organizations have personnel specially trained to handle all types of explosives, including improvised explosive devices. Other Federal agencies request assistance from DoD Component Commander in emergencies involving explosives. These situations call for immediate action to abate the safety threat by treatment in place or removal to a safe location for treatment.
- 1.2 U.S. EPA's Military Munitions Rule (MMR) (62 FR 6622, Feb. 12, 1997) makes it clear that EOD personnel engaged in an explosives or munitions emergency response are exempt from the generator, transporter, treatment, storage, and disposal unit requirements of the Solid Waste Disposal Act (42 USC Sec 6901, et seq.). The standards the MMR established govern this MOA, whether the Federal or state government is administering the MMR or the Solid Waste Act, in whole or part.
- 1.3 Except for providing temporary storage or treatment of explosives to provide emergency lifesaving assistance to civilian authorities or to assist law enforcement agencies per established agreements between DOD and the Federal agency concerned, the DOD is prohibited by law (10 USC 2692) from using DOD installations for the storage or treatment of non-DOD owned hazardous materials.

#### **ARTICLE II. PURPOSE**

- 2.1 This MOA, which addresses the roles and responsibilities of all parties regarding notification responsibilities during emergency response operations, is intended to:
- 2.2 Minimize the risk to public safety from the DoD Component EOD operations. Maximize the efficiency, safety, and speed of any explosives treatment or retrieval operation. Establish a framework for mutual assistance and consultation among the parties with respect to Component EOD explosives or munitions emergency response operations

#### **ARTICLE III. SCOPE**

This MOA applies to DoD Component EOD explosives or munitions response operations.

#### **ARTICLE IV. DEFINITIONS**

As used in this Section II, the following words and phrases have the meaning ascribed to them in this section:

- 4.1 Explosives or Munitions Emergency. A situation, which involves the suspected or detected presence of unexploded ordnance (UXO), damaged or deteriorated explosives or munitions, improvised explosive device (IED) post rendered-safe hazardous components,

other potentially explosive material or devices, or other potentially harmful military munitions or devices, that creates an actual or potential imminent threat to human health, to include public safety, or the environment, to include property, as determined by an EOD specialist. The EOD specialist may determine that such situations require immediate and expeditious action to control, mitigate, or eliminate the threat.

4.2 Explosives or Munitions Emergency Response. All immediate response activities by an EOD response specialist to control, mitigate, or eliminate the actual or potential threat encountered during an explosive or munitions emergency. An explosives or munitions emergency response may include in-place render safe procedures, treatment or destruction of the explosives or munitions or the transport of the items to another location to be rendered safe, treated, or destroyed. Any reasonable delay in the completion of an explosives or munitions emergency response caused by a necessary, unforeseen, or uncontrollable circumstance does not terminate the explosives or munitions emergency response. Explosives or munitions emergency response can occur on either private or public lands and are not limited to responses to RCRA facilities. There are two types of explosives or munitions emergency responses:

- a. Level 1 Response. Immediate response to situations where explosives or munitions are not properly secured or under military control if military munitions and thus threaten or potentially threaten human health and safety, the environment, or property. When extenuating circumstances exist, e.g., adverse weather, nightfall, or safety considerations, delay actions necessary to terminate an explosives or munitions emergency, the response will be delayed until the necessary action(s) can be accomplished. EOD or Technical Escort Unit (TEU) personnel must ensure explosives or munitions are in a safe and secure environment.
- b. Level 2 Response. Response actions to situations involving explosives or munitions which pose an imminent and substantial danger to human health and safety, the environment, or property, but for which response actions may be temporarily delayed without compromising safety or increasing risk. When EOD or TEU support is not required during a Level 2 response, qualified personnel, such as weapons officers, ammunition handlers, and trained and certified DoD contractors may conduct Level 2 responses, or as directed. In such cases, time may allow for an emergency permit to be obtained. The parties acknowledge that explosives or munitions emergencies present unique facts and circumstances and must therefore be evaluated case-by-case. In the absence of full and complete information, which frequently occurs when notice of an explosive or munitions emergency is received and first responded to, emergency response specialists, based on their knowledge, training, and experience, must use their best judgment in assessing risk. It is therefore to be expected that as the response to an explosive or munitions emergency progresses, a Level 1 response may become a Level 2 response and vice versa.

4.3 Explosive or Munitions Emergency Response Specialist. Personnel trained in the identification, handling, treatment, transport, and destruction of explosives or chemical and conventional munitions. Explosives or munitions emergency response specialists

include DoD EOD personnel who are trained to respond to emergency situations involving military munitions and explosives; DoD Technical Escort Unit (TEU) personnel who are trained to respond to chemical munitions emergencies; and DOE, National Guard, and Coast Guard specialists who are trained to respond to chemical munitions emergencies. EOD and TEU personnel respond to on-installation and off-installation incidents involving military munitions. They also respond to request by other Federal agencies or local civil authorities for assistance with incidents involving non-military explosives with component commander approval. DoD certified civilian or contractor personnel; and other Federal, State, or local government, or civilian personnel similarly trained in explosives or munitions emergency responses are also included.

- 4.4 Military Munitions. Per Title 40, Code of Federal Regulations, Part 260.10, *Hazardous Waste Management System, General*, Sub Part B, *Definitions*; all ammunition products and components produced or used by or for DoD or the U.S. Armed Services for national defense and security, including military munitions under the control of the Department of Defense, the U.S. Coast Guard, the U.S. Department of Energy, and National Guard personnel. The term military munitions:
- a. Includes: Confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries used by DoD Components, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and any components of such, and non-nuclear components of nuclear devices, managed under DOE's nuclear weapons program after all required sanitization operations under the Atomic Energy Act of 1954, as amended, have been completed.
  - b. Does not include: wholly inert items, improvised explosive devices, and nuclear weapons, devices, and components of such.
- 4.5 A DoD military emergency response in the public sector is a response to an event that occurs outside of a military installation.

## **ARTICLE V. ROLES AND RESPONSIBILITIES**

- 5.1 DoD Component Commander (Installation Commander) is responsible for:
- a. Approving emergency response by military personnel to civil authorities.
  - b. Ensuring consideration is given to military readiness before granting support to civil authorities by military personnel.
  - c. Providing, consistent with the military EOD organization's training and military mission requirements, explosives or munitions emergency response or EOD technical support to other Federal agencies and civil authorities, as requested.

- d. Ensuring compliance with the provisions of 10 USC §2692, which prohibits bringing non-DoD owned hazardous materials onto DoD installations, except under certain circumstances.
- e. Providing a telephone point of contact for the explosives or munitions emergency response or EOD technical support to civil authorities.
- f. Providing information relating to the emergency response necessary for civil authorities to complete post-incident reports, conduct investigations, and other requirements.
- g. Ensuring incident information for civil agency incident reports supporting litigation, are released in compliance with national security, and Freedom of Information Act requirements.
- h. Ensuring military emergency responders provide the environmental office a point of contact and the following information for requesting a temporary emergency permit:
  - 1) Type of military munitions (hazardous waste) involved, to the extent known.
  - 2) Manner and location of proposed disposal, treatment, or storage.
  - 3) Manner in which military munitions or explosive will be transported to another site, if required.
- i. Ensuring explosive or munitions emergency response records are kept for at least three years identifying the dates of the response, the responsible persons responding, the type and description of material addressed, and its disposition.
- j. Ensuring all civil agency requests for emergency response to explosive incidents other than military munitions are followed-up in writing.

5.2 DoD Component Environmental Office organization is responsible for:

- a. Consulting with the Environmental Regulatory Authorities' point of contact to request a temporary emergency permit that allows a response that is not in compliance with normal RCRA requirements.
- b. Providing Environmental Regulatory Authorities with the following data:
  - 1) Type of military munitions (hazardous waste) involved, to the extent known.
  - 2) \* Manner and location of proposed disposal, treatment, or storage.
  - 3) Manner in which military munitions or explosive will be transported to another site, if required.

5.3 Agencies Requesting Assistance are responsible for:

- a. Contacting the appropriate environmental regulatory agency, upon identification of an

- emergency, regarding emergency notification requirements.
- b. Contacting the DoD Component Commander (nearest military installation commander) for emergency response to discovered military munitions.
  - c. Requesting EOD emergency response support for explosive incidents other-than military munitions from the DoD Component Commander.
  - d. Providing support and security to the site as requested by the responding DoD unit.
  - e. Requesting an emergency permit when a response involving non-military munitions or explosives requires a permit.
  - f. Ensuring site and residual contamination remediation at the emergency response site, if the object of the emergency response is a non-military explosive or munitions. (Note: The DoD EOD or TEU organization responding to an explosives or munitions emergency or providing a donor explosive used to destroy the object is not, under any condition or circumstances, responsible for remediation actions. If the objective of the emergency response is a military munitions, then DoD, the military service, or other Federal agency (e.g., DOE) retains responsibility for any remediation of residual contamination.)
  - g. Requesting incident information from the installation commander regarding responding EOD organization, as necessary to complete the required reports.
  - h. Completing reports and notifications required by the environmental regulatory agency.

#### 5.4 Environmental Regulatory Authorities:

- a. Provide a telephone point of contact for emergency response calls.
- b. Upon request, issue temporary emergency permit based on Texas Administrative Code Title 30 Part 1 Chapter 35, Emergency Permits of the Texas Commission on Environmental Quality, Environmental Regulatory Code.
- c. Assist in expediting issuance of written temporary emergency permit that may be required within five (5) business days.

### ARTICLE VI. FUNDING/REIMBURSEMENT

- 6.1 In accordance with Department of Defense Instructions (DoDI) 3025.01, *Defense Support to Civil Authorities (DSCA)*, DODI 3025.12 *Military Assistance to Civil Disturbance*, DoDI 4000.19, *Support Agreement*, and AFI 25-201 *Intra-service, Intra-agency, and Inter-agency Support Agreement Procedures*, DOD components ordinarily provide DOD resources in response to the City on a cost reimbursable basis. Requests for reimbursement may be requested but will not prevent response if incident involves Military Munitions Rule (MMR) or falls under the immediate response guidelines. City authorities providing mutual aid support to JBSA can seek financial reimbursement of costs in accordance with the FEMA "Standard Rate."
- 6.2 Military forces employed during a response to support the City shall remain under the military command and control of the DOD Component Commander (or designee) at all times, but will operate in accordance with National Incident Management System procedures.

**SECTION III**  
**FIRE PROTECTION**  
**AND HAZARDOUS MATERIALS INCIDENT RESPONSE**

**ARTICLE I. BACKGROUND**

- 1.1 Each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions.
- 1.2 As set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, medical transport, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions.
- 1.3 The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and Air Force Instruction 322001, Fire Emergency Services Program.

**ARTICLE II. PURPOSE**

- 2.1 The Parties desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.
- 2.2 This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

**ARTICLE III. SCOPE AND RESPONSIBILITIES**

- 3.1 On request to a representative of the JBSA fire department by a representative of the San Antonio Fire Department (SAFD), fire protection equipment and personnel of the JBSA fire department will be dispatched to any point within the area for which SAFD normally provides fire protection services as designated by the representatives of SAFD.
- 3.2 On request to a representative of SAFD by a representative of the JBSA fire department, fire protection equipment and personnel of SAFD will be dispatched to any point within the jurisdiction of JBSA as designated by the representative of the JBSA fire department.
- 3.3 Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

- a. Any request for aid will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
- b. 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 that official.
- c. The 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.
- d. Hazardous Materials incident response will include the response to, and control and containment of, any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
- e. In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which SAFD normally provides fire protection services, the chief of the JBSA fire department or his or her representative may assume full command on arrival at the scene of the crash.
- f. Where local agencies do not always assign an incident safety officer, a JBSA representative will be assigned to act as the incident safety officer.

3.4 Each Party agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), the City is permitted to seek reimbursement for all or any part of its 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. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law, each Party reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

- 3.5 Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561. This should include, but not be limited to the establishment of a unified command system, or in lieu of a unified command system, a liaison from the mutual aid agency shall report to and be assigned to the command post.
- 3.6 Each Party 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 this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.
- 3.7 All equipment used by SAFD in carrying out this Agreement will, at the time of action, be owned by it; and all personnel acting for SAFD under this Agreement will, at the time of such action, be an employee of SAFD.
- 3.8 The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will 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.
- 3.9 Neither Party will 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 protection services needed within their own jurisdictions.
- 3.10 Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

- 3.11 **Notice.** All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

**For City of San Antonio:**

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City of San Antonio  
315 South Santa Rosa Avenue  
San Antonio, Texas 78210

**For JBSA:**

**Contact Person---**  
502 ABW Commander  
2080 Wilson Rd  
Joint Base San Antonio  
Fort Sam Houston, Texas 78234-7680

**EXECUTED** and **AGREED** to this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY:**

**JBSA:**

By: \_\_\_\_\_  
Sheryl Sculley  
City Manager

By: \_\_\_\_\_  
Name  
Title

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
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