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DEPARTMENT OF THE ARMY

US ARMY INSTALLATION MANAGEMENT COMMAND DIRECTORATE OF EMERGENCY SERVICES-FIRE BUILDING 23025, 761st TANK BATTALION AVENUE & 58TH STREET FORT HOOD, TEXAS 76544-5021

July 29, 2008

REPLY TO ATTENTION OF

Mutual Aid Agreements

Judge Dan Gaddis 710 Main Street Georgetown, Texas 78626

The Fort Hood Fire Department is currently in the process of updating our Department of the Army Mutual Aid Agreements for Fire, Rescue and HazMat assistance.

Attached you will find the most recent copy of the agreement. We ask that you please staff this agreement with the Authority Having Jurisdiction to sign for your city or county.

We appreciate all of the assistance you have provided to Fort Hood in the past and graciously look forward to assisting you and your jurisdiction as needed in the future. Please provide a telephonic or written response to this request within 30 days of receipt of the agreement with your jurisdiction's intent to sign or deny this agreement.

Once you have signed the agreement, please return in the envelope that is provided. When the final agreement has been signed by the Fort Hood Garrison Commander, we will mail you a signed copy.

Please contact me if needed, by email at <u>billy.rhoads@us.army.mil</u> or telephonically at (254) 286-5581.

Sincerely.

Billy J. Rhoads Fort Hood Fire Chief

Fort Hood, Texas

Enclosure



DEPARTMENT OF THE ARMY HEADQUARTERS, US ARMY GARRISON BUILDING 1001, ROOM W321 FORT HOOD, TEXAS 76544-5000

REPLY TO ATTENTION OF

DEPARTMENT OF THE ARMY MUTUAL AID AGREEMENT (US)

This agreement, entered into this	day of	, 2008, between the Secretary of the Army acting
according to the authority of section 185	6a, title 42, Un	ited States Code and Williamson County, TX is to secure for
each the benefits of mutual aid in fire pr	evention, the pr	rotection of life and property from fire, and firefighting, to
include emergency services, including b	asic medical su	pport, basic and advanced life support, hazardous material
containment and confinement, and speci	al rescue event	s 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 Department (FHFD) by a representative of Williamson County, firefighting equipment and personnel of the FHFD will be dispatched when available to any point within the area for which Williamson County normally provides fire protection as designated by the representative of Williamson County.
- b. On request to a representative of Williamson County by a representative of the FHFD, firefighting equipment and personnel of Williamson County will be dispatched when available to any point within the area for which Williamson County normally provides fire protection as designated by the representative of Williamson County.
- 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 Williamson County normally provides fire protection, the Chief of the FHFD 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 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 used by Williamson County in carrying out this agreement will be owned by Williamson County; and all personnel acting for Williamson County under this agreement will be an employee or volunteer member of Williamson County.
- i. 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.

Chief, Fort Hood Fire and Emergency Services

For the Secretary of the Army

WILLIAM V. HILL, III

COL, AR Commanding

Judge Dan Gaddis

For the County of Williamson