



SANTA ROSA COUNTY EMERGENCY MANAGEMENT

BRAD BAKER
Director
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4499 Pine Forest Road | Milton, Florida 32583

MEMORANDUM

TO: Santa Rosa County Commission

FROM: Brad Baker, EM Director

THROUGH: Tony Gomillion, County Administrator

SUBJECT: MOU - Dept. of the Navy / SRC Fire Districts

DATE: June 20, 2016

RECOMMENDATION

Recommend Board approval of the updated Mutual Aid Agreement between the Department of Navy, Santa Rosa County, and all fire departments situated in Santa Rosa County for the provision of fire fighting assistance.

BACKGROUND

This Operating Agreement (N00204-201690330-249) reflects changes in command, fire chiefs and contact information. The agreement establishes protocols for NAS Pensacola and NAS Whiting Field and identifies responsibility and operational procedures to ensure that all calls for assistance are responded to appropriately by all parties. The agreement remains in full force and effect until cancelled by mutual agreement of the parties and supersedes all previous agreements concerning the rendering of assistance for the purposes stated in the agreement.

COMPLETION

The Santa Rosa County Attorney has reviewed the agreement and, upon approval by the Board, original documents will be forwarded to the BOCC for signature.

**MUTUAL AID AGREEMENT
(N00204-20160330-249)
BETWEEN
COMMANDING OFFICER, NAVAL AIR STATION,
PENSACOLA, FLORIDA 32508-1051
AND
COMMANDING OFFICER, NAVAL AIR STATION,
WHITING FIELD, MILTON, FLORIDA 32507-6155
AND
BOARD OF COUNTY COMMISSIONERS,
SANTA ROSA COUNTY, FLORIDA**

FOR THE PROVISION of FIRE FIGHTING ASSISTANCE

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this ___ day of _____, 2016 by and between Commanding Officer, Naval Air Station Pensacola; and Commanding Officer, Naval Air Station Whiting Field for fire support provided by Fire & Emergency Services Gulf Coast (hereinafter, "Navy"); with the Board of County Commissioners of Santa Rosa County, Florida; and the Fire Departments of Allentown, Avalon, Bagdad, Berrydale, East Milton, The City of Milton, Harold, Holley-Navarre, Navarre Beach, Munson, Midway, Pace, Skyline, Jay, and Gulf Breeze (hereinafter, "Santa Rosa County", each constituent member of which constitutes a "Party" to this Agreement) for firefighting assistance.

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and response to hazardous materials incidents occurring within areas under their respective jurisdictions, and

WHEREAS, each of the Parties hereto maintains equipment and personnel for the protection of life and property from fire to include basic medical support, basic and advanced life support, special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions and

WHEREAS, the Parties hereto desire to augment the fire protection and hazardous material response capabilities available in their respective jurisdictions by entering into this Agreement, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire or hazardous material incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and the Commanding Officer, Naval Air Station Pensacola; and Commanding Officer, Naval Air Station Whiting Field to enter into Mutual Aid Agreements (MAA) with non-Federal Fire Departments located in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and of the Naval Air Station Pensacola, and Naval Air Station Whiting Field and outlying installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Assistant Agreement (MAA) to provide personnel and equipment required for fire prevention; the protection of life and property from fire; fire fighting and suppression to include emergency services, including basic medical support, basic and advanced life support; hazardous material containment and confinement; and special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions.

2. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at a fire or hazardous material incident, may request fire fighting assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.

3. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Departments shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

a. The senior officer on duty of the Fire Department receiving a request for assistance shall take the following actions:

(1) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(2) In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Fire Department without jeopardizing the mission of the Fire Department providing such resources.

b. The senior officer of the Fire Department requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Fire Departments involved, a senior officer of the Fire Department furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

4. The rendering of assistance under the terms of this Agreement shall not be mandatory.

a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

5. The officers and personnel of the Fire Departments of the Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours (consistent with local security requirements) and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.

6. Each Party hereby agrees that the general intent with respect to the rendering of assistance under this Agreement is not to seek reimbursement from the Party requesting such assistance. Exceptions to this understanding would apply in the event of lost or damaged equipment, substantial amounts of supplies expended that directly related to support provided under this MAA, or other significant costs incurred that exceed originally available funding as demonstrated by documentary proof of unprogramed/unbudgeted/unforecasted outlays and expenditures that were directly related to support provided under this MAA.

a. Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, Santa Rosa County is permitted to seek reimbursement for direct expenses and losses (defined as additional fire fighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States.

b. Under the authority of 42 U.S.C. § 1856a, either Party may seek reimbursement from the other for the costs incurred by it in providing services to the other Party in response to a request for assistance.

7. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

8. Independent of, and in addition to, any provisions of this Agreement, Commanding Officer, Naval Air Station Pensacola; and Commanding Officer, Naval Air Station Whiting Field is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DOD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DOD 3025.1-M.

TRAINING:

1. Whenever either Party hosts fire protection training for its own Fire Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").
2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate. Further, any such training will be provided on a space available basis only.
3. The Guest Department and/or its members will be solely responsible for the payment of any and all costs necessary for the Guest Department personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.
4. This Agreement is entered into voluntarily by both Parties with no obligation on the part of either to provide such training to the other or, if such training is offered to the other Party, to participate in such training.
5. The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department for training provided by the Host Department, as such rules, regulations and guidelines are made known to the Guest Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.
6. The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department under the terms of this Agreement.

Communications:

1. Santa Rosa County hereby given permission to Navy Enterprise Land Mobile Radio (ELMR) Program, Naval Air Station Pensacola, and Naval Air Station Whiting Field to utilize the County emergency dispatch radio frequencies. The purpose of this authorization is to ensure direct radio communications with the Santa Rosa County Communications Center and mutual aid personnel for mutual aid and/or emergency situations. Radio frequencies are not to be used to supplement an agency's radio communications system.
2. The Department of the Navy agrees to acquire, at its own expense, radio communications equipment meeting the specifications established by the Federal Communications Commission to operate on the Santa Rosa County's radio frequencies, and to operate and maintain such equipment as provided in this Agreement.
3. The equipment shall be and remain the property of the Department of the Navy, but Santa Rosa County shall be the licensee thereof, pursuant to the Federal Communications Commission, and all applications to the Federal Communications Commission for construction permits and

licenses or for authority to add to or modify station license shall be made by and in the name of Santa Rosa County.

4. Santa Rosa County hereby authorizes the Department of the Navy to operate said equipment by its law enforcement officers, fire suppression personnel or such regularly employed and salaried assistants as the Department of the Navy may designate. The Department of the Navy agrees that said equipment will be operated only during emergency or disaster situations and for periodic tests.

5. The Department of the Navy agrees to operate and maintain said equipment in accordance with the rules and regulations of the Federal Communications Commission and the operating procedures established by Santa Rosa County. In the event of any violation of such rules and regulations by the Department of the Navy, or of any other law respecting the operation of said equipment, Santa Rosa County may immediately terminate this Agreement and, upon providing such termination notice, the termination is immediately effective. Upon such notice, any future access to Santa Rosa County radio system shall be prohibited.

Execution of this Agreement:

This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Party. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this to the agreement on the respective dates under each signature. Santa Rosa County, Florida, through its Board of County Commissioners signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2016, and the Department of Navy signing by and through the Commanding Officer, Naval Air Station, Pensacola; and Commanding Officer, Naval Air Station, Whiting Field duly authorized to execute same on the ___ day of _____, 2016.

COUNTY:

Santa Rosa County, Florida, a political Subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners

NAVY:

Department of the Navy, a government body, corporate and politic, acting by and through its duly authorized Commanding Officers

Lane Lynchard, Chairman
Board of County Commissioners
Milton, Florida
Date: _____

T. A. BAHLAU, CAPT, USN
Commanding Officer
Naval Air Station
Whiting Field
Date: _____

C. T. MARTIN, CAPT, USN
Commanding Officer
Naval Air Station
Pensacola
Date: _____

ATTEST:
Clerk of the Circuit Court

Bob D. Brown
Regional Counsel

By: _____
Donald C. Spencer

Date: _____

BCC Approved:
