

MUTUAL AID AGREEMENT
SE_NASP_FES_GULF COAST_CITY OF FOLEY_245_01132025
BETWEEN
COMMANDING OFFICER, NAVAL AIR
STATION, PENSACOLA, FLORIDA 32508-
1051 AND
AND
CITY OF FOLEY, ALABAMA

FOR THE PROVISION OF MUTUAL AID EMERGENCY RESPONSE ASSISTANCE AND
TRAINING

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into and between Commanding Officer, Naval Air Station Pensacola; for fire support provided by the Fire & Emergency Services Gulf Coast NAS Pensacola and NAS Whiting Field (hereinafter, "FESGC"), and the City of Foley, Alabama.

WITNESSETH:

WHEREAS, each of the Parties has a Fire Department, the names of which are FESGC, Fire Department for the Navy and The City of Foley Fire Department (hereinafter referred to as "FFD"; and

WHEREAS, each of the Parties hereto maintains equipment and personnel to respond to and provide services that include, but are not necessarily limited to: fire suppression, hazardous material incidents, weather or manmade emergencies, and incidents of mass casualties; and

WHEREAS, the Parties hereto desire to augment the emergency response services and 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 fire suppression, hazardous material incidents, weather or manmade emergencies, and incidents of mass casualties is feasible; and

WHEREAS, each of the Parties recognizes that by FESGC and FFD training together in non-emergency simulation trainings provides valuable knowledge and experience of operational processes that will enhance familiarity and abilities of FESGC and FFD to operate together during actual emergency aid situations pursuant to this Agreement; and

WHEREAS, it is the policy of the Department of the Navy and the Commanding Officers, of Naval Air Station Pensacola and Naval Air Station Whiting Field, to enter into Mutual Aid Agreements with non-federal fire departments located in the vicinity of a naval installation, where practicable; and

WHEREAS, it is the desire of the City of Foley to enter into Mutual Aid Agreements with neighboring first responder agencies; 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 and periodically train together in order to enhance the safety and security of the civilian community of The City of Foley Alabama and of the Naval Air Station Pensacola and Naval Air Station Whiting Field including outlying installations and facilities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I. AUTHORITY

The authority to enter into this Agreement is set forth in 42 U.S.C. 1856a, 15 U.S.C. 2210, the regulations implementing same at 44 C.F.R. Part 151.

SECTION II. PROCEDURE FOR REQUESTING ASSISTANCE

The technical heads of each Party's Fire Departments shall work together to implement plans and procedures in a manner compatible with the operational authorities of each. 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 situation may request 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. The senior officer on duty of the Fire Department receiving a request for assistance shall forth with take the following action:

- a. Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
- b. If determined that assistance can be provided; equipment and personnel, in quantities and amounts that can be provided to the requesting Fire Department without jeopardizing the mission of the assisting Fire Department shall be dispatched.

The rendering of assistance under the terms of this Agreement shall not be mandatory; however, 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.

SECTION III. LIABILITY

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 protection services response needed within their own jurisdictions.

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. This provision shall be interpreted in accordance with 42 U.S.C. 1856a.

SECTION IV. REIMBURSEMENT

Each Party hereby 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. The Parties hereby recognize that pursuant to Section II of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (Title 44 C.F.R. §151), the City of Foley 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, each Party hereby reserves the right to 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.

SECTION V. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources, personnel or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head.

In the event the assistance of the FESGC is requested by the FFD, the FESGC officers shall remain under the command and control of a FESGC supervisor while operating within the City of Foley.

In the event the assistance of the FESGC is requested by the FESGC, the FFD officers shall remain under the command and control of a FFD supervisor while operating within the jurisdictional boundaries of the FESGC.

SECTION VI. TRAINING

FESGC and FFD agree that when a training is offered by either Department and it is possible to invite additional officers from the other party's department to the training that notice shall be provided to the other of the training opportunity. Costs or fees, whenever possible, shall not be charged and such charges if required, shall be limited to actual costs or fees, if any, incurred for the provision of the training.

SECTION VII. CONFLICT

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

SECTION VIII. EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until (10) Years from the date of execution at which point it will remain active until review complete. Under no circumstances may this agreement be renewed, amended, or extended except in writing. Upon becoming effective this agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to another for the purposes stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this foregoing Mutual Aid Agreement to be signed on the date indicated

City of Foley, Alabama

Department of the Navy:

By:

RALPH HELLMICH Date
Mayor
City of Foley, Al

CHANDRA S. NEWMAN Date
Commanding Officer
Naval Air Station Pensacola

By:

JOSEPH DARBY Date
Fire Chief
City of Foley

DANIEL W. CHIAPPETTA Date
Fire Chief
Fire and Emergency Service Gulf Coast

ATTEST TO:

By:

 Date
City Clerk
Foley, AL