

AGENDA ITEM # 15

June 1, 1999

VOL.104, pg.440

Consider approving mutual aid agreement with Department of the Army pertaining to fire prevention.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve mutual aid agreement with Department of the Army pertaining to fire protection.

Vote: Motion carried 4 - 0

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REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HEADQUARTERS III CORPS AND FORT HOOD
FORT HOOD, TEXAS 76544-5008

DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (US)

This agreement, entered into this 1st day of June 1999, between the Secretary of the Army acting according to the authority of Section 1856, Title 42, United States Code and the COUNTY OF WILLIAMSON, TEXAS, and by and through their duly authorized COUNTY JUDGE, COMMISSIONER, OR AUTHORITY HAVING JURISDICTION and by and between Fort Hood, through its duly authorized COUNTY JUDGE or COMMISSIONER such governments acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.001 *et seq.*, known as the "Interlocal Cooperation Act."

WHEREAS, the parties hereto desire to secure for each the benefits of mutual aid in fire prevention, the protection of life and property; and

WHEREAS the parties are owners of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and the fighting of fires and has assigned individuals trained in the use of such equipment, the same being and composing fire departments of each of the parties hereto; and

WHEREAS the parties have authority to enter into agreements providing for the use of fire trucks and other fire protection and fire fighting equipment for citizens outside of their respective jurisdictional limits; and

WHEREAS the parties are desirous of obtaining additional, secondary service for their citizens in the event of an emergency whereby the fire department of a particular party would need additional assistance; and

THEREFORE, agree to the following:

a. On request to a representative of the Fort Hood Fire and Emergency Services by a representative of any of the above named entities, fire fighting equipment and personnel of the Fort Hood Fire and Emergency Services will be dispatched, when available, to any point within the area for which any of the above named entities normally provide fire protection as designated by the representative of the above named entities.

b. On request to a representative of any of the above named entities by a representative of the Fort Hood Fire and Emergency Services, fire fighting equipment and personnel of any of the above named entities will be dispatched, when available, to any point within the fire fighting jurisdiction of the Fort Hood Fire and Emergency Services.

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, they cannot render aid.

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

(1) Any request for aid shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the representative of the responding party.

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

(3) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.

(4) 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. The authorized official of the responding party, once determining that the health, safety, and welfare of the responding party's personnel shall be endangered by any order of the requesting party, may withdraw all of responding party's personnel from the scene and must notify the requesting party.

(5) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the above named entities normally provides protection, the Chief of Fort Hood Fire and Emergency Services or his or her representative may assume full command on arrival at the scene of the crash.

e. Although each party will endeavor to respond to all requests for assistance, nothing herein imposes any duty or obligation upon any party to respond to any fire emergency. The provision of fire protection service to each party's own area of responsibility shall always remain the primary function of that party's department.

f. 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 the agreement except those claims authorized under 15 U.S.C. 2210 *as amended*. (See attached).

g. The chief fire officers and personnel of the fire departments of all 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 and drills.

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

i. All personnel and equipment furnished by a party to this agreement in carrying out this agreement will at all times be personnel and equipment of that party, and that party shall have the sole responsibility for any expenses (including taxes, salaries, and maintenance costs).

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

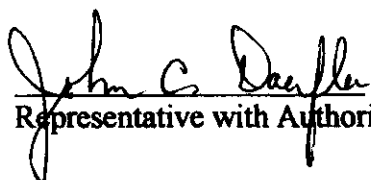
Chief, Fort Hood Fire and Emergency Services

For the Secretary of the Army

Ed White
Chief, Fort Hood Fire &
Emergency Services

DAVID B. HALL
COL, Cavalry
Garrison Commander

COUNTY OF WILLIAMSON

 6-1-99
Representative with Authority to Sign

AGENDA ITEM # 16

June 1, 1999

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There is no item #16 on this agenda.

AGENDA ITEM # 17

June 1, 1999

Hold public hearing on Resubdivision of Lot 19, Block B, Hillside at Brushy Creek.

At 10:09 a.m. Judge Doerfler announced public hearing open on Resubdivision of Lot 19, Block B, Hillside at Brushy Creek.

S.D. Kallman, Inc. project manager S.D. Harter introduced himself and answered questions.

He had a letter of serviceability for water and sewer by the Brushy Creek Municipal Utility District.

At 10:10 a.m. Judge Doerfler announced public hearing closed on Resubdivision of Lot 19, Block B, Hillside at Brushy Creek, Block B.

AGENDA ITEM # 18

June 1, 1999

Consider granting final plat approval to Lot 19, Block B, Hillside at Brushy Creek.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To grant final plat approval to Resubdivision of Lot 19, Block B, Hillside at Brushy Creek.

Vote: Motion carried 4 - 0

AGENDA ITEM # 19

June 1, 1999

Consider endorsing proposal to establish nature trail from Cedar Park to Round Rock.

Commissioner Heiligenstein introduced Robert D. (Bob) Wunsch who discussed a nature trail extending from Cedar Park to Round Rock. Mr. Wunsch is involved with the 1800 acre development of Avery Ranch which will contain a golf course, 6 community centers - 5 of which will be a minimum of 1 acre with one major 15 acre center, 3200/4200 single family residences with some commercial properties. In conjunction with City of Cedar Park and Avery Ranch the development could donate 24,000 linear feet for the hike and bike trail.

This would be a joint venture of cities of Round Rock, Cedar Park, Austin, Avery Ranch, Lower Colorado River Authority (LCRA) and Williamson County with the possibility of regional park grant through Texas Parks and Wildlife as well as recreational area grants. The maximum regional park grant could be \$500,000.00.

Commissioner Heiligenstein discussed Round Rock access with the ability to travel (walk, ride, jog, etc.) 15 miles without ever crossing a road on a 20' wide nature trail.

EMS Director John Sneed asked if emergency vehicles would have access to the trail.

Mr. Wunsch felt the biggest issue would be environmental.

Commissioner Heiligenstein discussed the enhancement of this nature trail with the proposed park land (Mayfield tract) as well as the positive reception by his precinct.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To request 6 month proposal from Land Strategies for project coordination services of the nature trail with funding from bond package.

Vote: Motion carried 4 - 0