



**DEPARTMENT OF THE ARMY
UNITED STATES ARMY GARRISON, FORT CAVAZOS
1001 761ST TANK BATTALION AVENUE
FORT CAVAZOS, TEXAS 76544-5002**

**MUTUAL AID AGREEMENT (MAA)
TEMPLE FIRE DEPARTMENT (TFD)
MAA 24-009**

This agreement, entered into this ____ day of ____, 2024, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and the Temple Fire Department (TFD) is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting, 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.

It is agreed that

- a. On request to a representative of the Fort Cavazos Fire and Emergency Services (FES) by a representative of the TFD, firefighting equipment and personnel of the FES will be dispatched when available to any point within the area for which the TFD normally provides fire protection as designated by the representative of the TFD.
- b. On request to a representative of the TFD by a representative of the FES, firefighting equipment and personnel of the TFD will be dispatched when available to any point within the area for which the FES normally provides fire protection as designated by the representative of the FES.
- 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.

SUBJECT: City of Temple Mutual Aid Agreement (MAA)

(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 the TFD normally provides fire protection, the Chief of FES 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 (CFO) 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 and personnel used by the FES in carrying out this agreement will be owned by the FES; and all equipment and personnel used by the TFD will be owned by the TFD.

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.

For the City of Temple

For the Secretary of the Army

Brynn Myers
City Manager

Lakicia R. Stokes
Colonel, US Army
Commanding