

DEPARTMENT OF THE NAVY

NAVAL SUBMARINE BASE KINGS BAY 1063 USS TENNESSEE AVENUE KINGS BAY, GEORGIA 31547-2606 CS-23-559

SUBASE KINGS BAY 3000 12 Sep 2024

MEMORANDUM OF AGREEMENT
FOR
MUTUAL AID IN THE EVENT OF A FIRE, MEDICAL, HAZMAT OR DISASTER
EMERGENCY
BETWEEN
COMMANDING OFFICER
NAVAL SUBMARINE BASE KINGS BAY, KINGS BAY GEORGIA
AND
THE NASSAU COUNTY BOARD OF COMMISSIONERS, YULEE, FLORIDA

Subj: MEMORANDUM OF AGREEMENT

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 12th day of September 2024 by and between Commanding Officer, Naval Submarine Base Kings Bay, Georgia, USA (hereinafter, "Naval Submarine Base Kings Bay"), and the Nassau County Board of Commissioners, Yulee, USA, for firefighting assistance (hereinafter, "Nassau").

WITNESSETH:

WHEREAS, each of the Parties hereto maintain equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions, and

WHEREAS, the Parties hereto desire to prevent the loss of life and property and augment the emergency 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 an emergency incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy to enter into Mutual Aid Agreements (MAA) with non-Federal Fire Departments located in the vicinity of any 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 prevent the loss of life and property within the civilian community and Naval Submarine Base Kings Bay 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 Aid Agreement (MAA) to provide personnel and equipment required for the protection of life and property from fire; emergency response services including emergency medical services, hazardous material response, and technical rescue events within the scope of services provided by each department.

Subj: MEMORANDUM OF AGREEMENT

- 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 an emergency scene, 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.
- a. When requesting mutual aid onboard Navy installations, the senior Navy Fire and Emergency Services (F&ES) fire officer will request specific resources needed through the Region Dispatch Center (RDC) and have installation security notified of the request.
- b. The RDC will make appropriate communications with appropriate mutual aid partners and inform Entry Control Point (ECP) sentries of the response, to include responding agency, type (Aerial, Pumper, Heavy Rescue, Ambulance, etc.), and number of vehicles responding.
- c. Navy Security Forces (NSF) will provide an escort for the (first arriving) emergency vehicle(s) OR emergency vehicles will be allowed to proceed to the scene of the emergency OR emergency vehicles will meet at a pre-determined staging area and await an escort.
- d. Mutual aid partners responding to emergencies onboard naval installations will normally enter/exit through the Main Gate ECP, unchallenged by sentry personnel.
- e. ECP will communicate mutual aid partner's arrival and departure to include agency name, type, and number of vehicles to RDC.
- f. Mutual aid fire department vehicles arriving at the ECP unannounced will be challenged by sentry personnel.
- (1) The sentry will verify the driver's credentials and conduct a visual check on the interior of the vehicle.
- (2) The sentry will communicate the agency name, unit number, number of personnel, and destination to the RDC.
- 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 Department 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 Party 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) Per 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 Party without jeopardizing the mission of the Party providing such resources.
- b. The senior officer of the Party 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

Subj: MEMORANDUM OF AGREEMENT

technical heads of the Parties involved, a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

- c. The Parties Agree to the use of each entities' radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.
- 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. 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.
- 6. Independent of, and in addition to, any provisions of this Agreement, Naval Submarine Base Kings Bay 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 ("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.
- 3. The Guest Department will be solely responsible for the payment of any and all costs necessary for their 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. Specific training will be provided on assigned ships and aircraft.
- 5. The Guest Department is responsible for ensuring that its members observe all training rules, regulations, and guidelines provided by the Host 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 who does not meet the prerequisites necessary to attend the training under the terms of this Agreement.

Subj: MEMORANDUM OF AGREEMENT

EXECUTION OF THIS AGREEMENT:

This Agreement shall become effective upon the date of the last signature to this Agreement and shall remain in full force and effect for no more than ten years from the effective date or until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from either Party desiring to terminate this Agreement. 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 agreement on the respective dates under each signature. Nassau County, Florida through its Legislative Body signing by and through its Chairman of the Board authorized to execute same by Legislative Body action on the 12th day of September 2024 and The Department of the Navy signing by and through the Commanding Officer, Naval Submarine Base, Kings Bay, Georgia duly authorized to execute same on the 12th day of September 2024.

Thomas P. Middleton Jr.
Installation Fire Chief
Naval Submarine Base Kings Bay, GA

Christopher G. Bohner Commanding Officer Naval Submarine Base Kings Bay, GA

A.M. "Hupp" Huppmann Chairman of the Board Nassau County Commissioners

Copy To:

Jason Krause, Fire Chief Commander, Navy Region Southeast Fire and Emergency Services



BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY FIRE RESCUE

Brady Rigdon, Fire Chief Billy G. Roland, Assistant Fire Chief 96160 Nassau Place, Yulee, Florida 32097 (904) 530-6600 or (855) 305-3905 Fax (904) 321-5748



May 26, 2022

Freddie Thompson, Jr. Fire Chief N30, Naval SUBASE Kings Bay Fire & Emergency Services 870 Hunley Ave. Bldg. 2014 Kings Bay, GA 31547

Dear Mr. Thompson,

We have reviewed and evaluated the triennial Mutual Aid Agreement between Commanding Officer, Naval Submarine Base Kings Bay, Kings Bay, GA and Nassau County Fire Rescue (Contract Number CM2241). Nassau County Fire Rescue has determined that there are no changes or modifications needed and the agreement will remain in force until the next scheduled three (3) year review.

Sincerely,

Brady Rigdon, MPA

Fire Chief

Attachment:

Contract Number CM2241



FIRE AND EMERGENCY SERVICES DEPARTMENT (N30)

870 Hunley Ave. Bldg. 2014 Kings Bay, GA 31547

03 May 2022

Nassau County Board of Commissioners Attn: Brady Rigdon, Fire Chief 96160 Nassau Place Yulee, FL 32097

Subj: Mutual Aid Agreement 3 Year Review

Dear Mr. Rigdon,

Your assistance is requested with completing the triennially review of the Mutual Aid Agreement between Naval Submarine Base Kings Bay Fire & Emergency Service and Nassau County Board of Commissioners. In accordance with Naval Operations Instruction 11320.23G Navy Fire & Emergency Services Program, Mutual Aid Agreements are reviewed every three years by each party to evaluate its effectiveness and to determine if modifications are necessary. At this time, the Mutual Aid Agreement is current and in force with no changes or modifications.

Please find the attached Mutual Aid Agreement for your convenience. Please feel free to contact Nichele Murray at (912) 573-2114 or <u>nichele.murray@navy.mil</u> for any questions or concerns.

Respectfully,

Freddie Thompson Jr. Fire Chief N30 Naval SUBASE Kings Bay Fire & Emergency Services



FIRE AND EMERGENCY SERVICES DEPARTMENT (N30)

870 Hunley Ave. Bldg. 2014 Kings Bay, GA 31547

May 7, 2018

Nassau County Board of Commissioners Attn: Brady Rigdon, Fire Chief 96160 Nassau Place Yulee, FL 32097

Subj: Mutual Aid Agreement 3 Year Review

Dear Chief Rigdon,

Your assistance is requested with completing the triennially review of the Mutual Aid Agreement between Naval Submarine Base Kings Bay Fire & Emergency Service and Nassau County Board of Commissioners. In accordance with Naval Operations Instruction 11320.23G Navy Fire & Emergency Services Program, Mutual Aid Agreements is reviewed every 3 years by each party to evaluate its effectiveness to determine if modifications are necessary.

Please find the attached Mutual Aid Agreement for your convenience. Upon completion of your review, please sign and date in the space provided below and return as soon as possible. Please feel free to contact Nichele Murray at (912) 573-2114 or nichele.murray@navy.mil for any questions or concerns.

Respectfully,

Niversia Charles Pilma Residen

Freddie Thompson Jr.
Fire Chief N30
Naval SUBASE Kings Bay
Fire & Emergency Services

Encl: Acknowledgment of Review

ACKNOWLEDGEMENT of REVIEW

By signing this document, you are acknowledging that the Mutual Aid Agreement made the 1st day of June, 2015 between Commanding Officer, Naval Submarine Base, 1063 USS Tennessee Ave., Kings Bay, GA 31547 and Nassau County Board of Commissioners, Yulee, Florida, for the provision of Fire Fighting Assistance has been reviewed with no changes or modifications at this time.

Date	5-31-18
Title	Fire Chief, Nassau County Board of Commissioners
Printed Name	Brady Rigdon
Signature	RSIG

Date	4-22-18	
Title	County Manager, Nassau County Board of Commissioners	
Printed Name	Shanea Jones	
Signature	Silz	

MUTUAL AID AGREEMENT BETWEEN

COMMANDING OFFICER, NAVAL SUBMARINE BASE KINGS BAY, 1063 USS TENNESSEE AVE,

KINGS BAY, GEORGIA 31558-7272

AND

NASSAU COUNTY BOARD OF COMMISSIONERS
NASSAU COUNTY, FLORIDA
FOR THE PROVISION of FIRE FIGHTING ASSISTANCE

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 27th day of July 2015 by and between Commanding Officer, Naval Submarine Base Kings Bay, Kings Bay Georgia (hereinafter, "Navy"), and the Local Nassau County Board of Commissioners, Yulee, Florida, for firefighting assistance (hereinafter, "Nassau County").

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, and advanced life support, special rescue events involving vehicular mishaps; 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 Submarine Base Kings Bay, Kings Bay, Georgia, 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 Submarine Base Kings Bay, Kings Bay, Georgia 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 Aid 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, and advanced life support; hazardous material containment and confinement; and special rescue events involving vehicular mishaps; 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:
 - i. Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
 - ii. 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 unprogrammed/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, Nassau 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, Naval Submarine Base Kings Bay, Kings Bay Georgia 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.

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. Nassau County Fire Rescue Department, Yulee Florida through its County Commission signing by and through its Chairman of Board of Commissioners authorized to execute same by County Board of Commissioners action on the ______ day of July, 2015, and the Department of Navy signing by and through the Commanding Officer, Naval Submarine Base Kings Bay, Kings Bay, Georgia duly authorized to execute same on the ______ day of July, 2015.

SIGNATURES

Captain James Jepks Commanding Officer

Naval Submarine Base Kings Bay, Georgia 30 oct 2015

Date

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

A LEDWARDS

Its: Chairman

ATTEST AS TO CHAIRMAN'S

SIGNATURE:

HOWA KAWFORD

Its: Ex-Office Clerk

APPROVED AS TO FORM BY THE

- 5 -

MICHAEL S. MULLIN

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3877

SECTION 1 - GENERAL INFORMATION	V		
Requesting Department: Fire Rescue	Contact Person: Lisa Brannan		
Telephone: (904) 530-6600	Email: lbrannan@nassaucountyfl.com		
SECTION 2 - VENDOR INFORMATION			
Name: Commanding Officer, Naval Submarine Base Kings Bay			
Address: 1063 USS Tennessee Avenue City: Kings Bay	Canala CA 7'- C. J. 24547		
Vendor's Administrator Name: Jeremy Wright	State: GA Zip Code: 31547 Title: Assistant Fire Chief of Special Operations, Health, and Safety		
Telephone: (912) 573-2102	Email: jeremy,j.wright4.civ@us.navy.mil		
SECTION 3 – VENDOR AUTHORIZED S	ICNATODY		
Authorized Signatory Name: Christopher G. Bohner	Title: Commanding Officer		
Authorized Signatory Email: christopher.g.bohner.mil	@us.navy.mil		
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BE	HALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)		
SECTION 4 - CONTRACT INFORMATIO			
	Officer, Naval Submanne Base Kings Bay and Nassau County BOCC		
shall remain in full force for up to ten (10) years.	ng Requested: Review and approval for new MOA for Mutual Aid to be effective upon final signature and		
	SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)		
Procured Method: □Quotes □ITB □RFI	P □RFQ □Piggyback □Exemption □Sole Source □Single Source		
□Other:			
Amount of Initial Contract Term:			
Amount of Renewal Options (if applicable):	Year 1: Year 2:		
Total Amount of Continue to a value of the conti	Year 3: Year 4:		
Account Number:	otions):(Estimate if necessary)		
	eral Other:		
County Authorized Signatory: BOCC Chair			
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF			
SECTION 5 – INSURANCE			
Insurance Category: Category M Category H Other: N/A per Risk Department			
modification category. Dealogory 2 Dealogo			
	Risk Manager Initials:		
SECTION 6 – AMENDMENT INFORMATI	ION		
Contract Tracking No:	Amendment No:		
	Extension with Increase		
☐ Supplemental Agreement ☐ Other:			
Contract Amount with Previous Amendments:	Amount of this Amendment:		
New Contract Amount including this Amendme	ent:		
Account Code Change From: County Authorized Signatory: BOCC Chain			
(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHAL			
APPROVALS PURSUAN	NT TO NASSAU COUNTY PURCHASING POLICY		
	3.		
Department Head/Contract Manager Date	Procurement Date		
	(Signature required only if procurement related)		
	4.		
Office of Mgmt. & Budget Date	County Attorney Date		
	A CHR. THE A CANADA A		
COUNTY MAN	AGER – FINAL SIGNATURE APPROVAL		
County Manager	Date		