



**DEPARTMENT OF THE NAVY**  
NAVAL SUBMARINE BASE KINGS BAY  
1063 USS TENNESSEE AVENUE  
KINGS BAY, GEORGIA 31547-2606

CS-24-465

3000  
Ser 00/

**N42237-25-15849**

**MUTUAL AID AGREEMENT  
BETWEEN  
COMMANDING OFFICER NAVAL SUBMARINE BASE KINGS BAY  
AND  
NASSAU COUNTY, FL, USA  
FOR THE PROVISION of FIREFIGHTING ASSISTANCE**

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 25<sup>th</sup> day of April 2025 by and between Commanding Officer, Naval Submarine Base Kings Bay, USA (hereinafter, "Navy"), and the Local Government Entity, Nassau County, FL, USA, for firefighting assistance (hereinafter, "Nassau").

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains 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 by providing mutual emergency response capabilities that available in their respective jurisdictions, 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 and the Commanding Officer, Naval Submarine Base Kings Bay, 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 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.

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.
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) 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 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 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:**

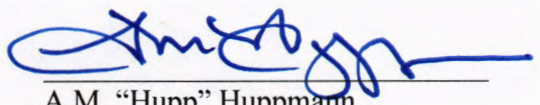
1. Whenever either Party hosts fire protection training ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").
2. The Host Department will not charge the Guest Department 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 in reference to specific aircraft, airport familiarization, as well as FAA required training.
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.

#### **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 no more than six 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 to the agreement on the respective dates under each signature. Nassau County, Florida, USA through its governing body signing by and through its Board of Commissioners authorized to execute same by Governing Body action on the 14th day of July, 2025 and the Department of Navy represented by the Commanding Officer, Naval Submarine Base Kings Bay, Georgia, USA duly authorized to execute same on the \_\_\_\_ day of \_\_\_\_\_, 2025.



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

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

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, Florida, USA through its governing body signing by and through its Board of Commissioners authorized to execute same by Governing Body action on the 14th day of July, 2025 and the Department of Navy represented by the Commanding Officer, Naval Submarine Base Kings Bay, Georgia, USA duly authorized to execute same on the 22nd day of July, 2025.



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



CAPT W.M. Dull  
Commanding Officer  
Naval Submarine Base Kings Bay, GA





## MAA Notable Changes

- Updated memorandum is streamlined
  - Retains general agreement intent, but excludes some of the operational clarity that the previous agreement included
- Language in heading differs
- Name of parties in agreement changed - “Local Government Entity” as opposed to NCBOCC
- Removed “augment the emergency response capabilities” from 2<sup>nd</sup> preamble
- Inserted “and the Commanding Officer, Naval Sub...” in 4<sup>th</sup> preamble
- 2<sup>nd</sup> term and condition, omits subpoints 2a-2f (1&2)
  - Specific operational details like escort procedures, communication, and Entry Point Control protocols.
  - Protocol for requesting mutual aid onboard Navy installations
- 3<sup>rd</sup> term and condition, a2, reworded “per the terms...” to “in accordance with...”
- Training section, line item 4, additional language regarding airport familiarization and FAA training
- Execution of Agreement changed from remaining in effect for ten (10) years from effective date, to remaining in effect for six (6) years from effective date
- In Witness Whereof language now states “governing body signing by and through its BOC authorized to execute” as opposed to specifically saying “Legislative Body signing by and through its Chairman of the Board”



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**MUTUAL AID AGREEMENT  
BETWEEN  
COMMANDING OFFICER NAVAL SUBMARINE BASE KINGS BAY  
AND  
NASSAU COUNTY, FL, USA  
FOR THE PROVISION of FIREFIGHTING ASSISTANCE**

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this 25<sup>th</sup> day of April 2025 by and between Commanding Officer, Naval Submarine Base Kings Bay, USA (hereinafter, "Navy"), and the Local Government Entity, Nassau County, FL, USA, for firefighting assistance (hereinafter, "Nassau").

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains 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 by providing mutual emergency response capabilities that available in their respective jurisdictions, 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 and the Commanding Officer, Naval Submarine Base Kings Bay, 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 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.

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. -2a-2F(4+2)
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) 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 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 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 in reference to specific aircraft, airport familiarization, as well as FAA required training.
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.

#### **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 no more than six 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 to the agreement on the respective dates under each signature. Nassau County, Florida, USA through its governing body signing by and through its Board of Commissioners authorized to execute same by Governing Body action on the XX day of XXXXXXXXX, 20XX and the Department of Navy represented by the Commanding Officer, Naval Submarine Base Kings Bay, Georgia, USA duly authorized to execute same on the XX day of XXXXXXXXX, 20XX

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

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









DEPARTMENT OF THE NAVY  
NAVAL SUBMARINE BASE KINGS BAY  
1063 USS TENNESSEE AVENUE  
KINGS BAY, GEORGIA 31547-2606

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 12<sup>th</sup> 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.

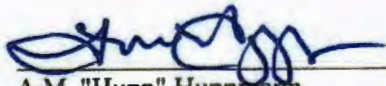
**IN WITNESS WHEREOF**, the parties hereto have made and executed this agreement on the respective dates under each signature. Nassau County, Florida through its Legislative Body signing by and through its Chairman of the Board authorized to execute same by Legislative Body action on the 12<sup>th</sup> 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 12<sup>th</sup> day of September 2024.

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

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



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

Copy To:

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