

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager is authorized to sign a Memorandum of Agreement by and between the City of El Paso and The Texas A&M Engineering Service on behalf of its Texas A&M Task Force 1, to increase the effectiveness of the TX-TF1 Water Rescue Program to begin on the date of the last signature and shall be in force until March 31, 2030.

Approved this ____ day of _____ 2025.

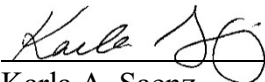
CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

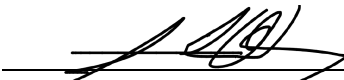
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan Killings, Fire Chief
El Paso Fire Department




USE OF TEEK EQUIPMENT BY NON-TEEX EMPLOYEE

EQUIPMENT CHECKLIST:

DESCRIPTION	INVENTORY #	SERIAL #
TRAILER	9127108	4LYBG161XRH002389
TRAILER	912-7111	4LYBG1612RH003049
Boat, Zodiac 420	716F149	XMPDS820A424
Boat, Zodiac 420	716F148	XMPDS821A424
Engine, Tohatsu	716F156	052172BC
Engine, Tohatsu	716F154	052158BC
MSAT	TEEX	TEEX
		El Paso FD

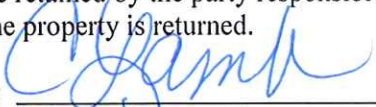
I understand that I am under financial liability for loss or damage to the above item(s) if the loss or damage results from my negligence, intentional act, or failure to exercise reasonable care, safeguard, maintain, and service it (them).

PROPERTY MUST BE FOR DESIGNATED USE ONLY!

User's signature: 
 Printed name: Jonathan Killings
 Telephone number: (915) 212-5600
 Cell Number: (915) 212-5600
 Date Out: 11/2024
 Expected Date of Return: March 31, 2030



This form is to be retained by the party responsible for maintaining equipment records and inventory until the property is returned.

TEEX Signature: 
 Printed Name: Chastity Gams

Additional information as needed:

Memorandum of Agreement

Between

**The Texas A&M Engineering Extension Service
on Behalf of its Texas A&M Task Force 1 (TX-TF1)**

And

El Paso Fire Department I

This Memorandum of Agreement (“MOA”) is entered into by and between Texas A&M Engineering Extension Service (“TEEX”) on behalf of its Texas A&M Task Force 1 (“TX-TF1”) and El Paso Fire Department (the “Participating Agency”).

I. Definitions

1. Member: An individual who has been formally accepted into TX-TF1, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance of TX-TF1 Standard Operating Guidelines (SOG).
2. Participating Agency Equipment: Vehicles, boats, trailers, and other equipment owned by the Participating Agency.
3. TEEX Equipment: TX-TF1 vehicles, boats, trailers, and other equipment owned by the State of Texas.
4. TX-TF1 Sponsored Training: Training and/or exercises performed at the direction, control, or funding of TX-TF1.

II. Scope

The provisions of this MOA apply to bailment of State of Texas owned equipment and use of approved Participating Agency equipment for the express purpose of providing specialized equipment necessary for emergency response to rescues and evacuations during floodwater and swift water events.

These responses may be local or regional to the Participating Agency or may be statewide, or out of state via Emergency Management Assistance Compact (EMAC) request. The Participating Agency must already have an active MOU with TX-TF1.

III. Period of Performance

This MOA shall begin on the date of the last signature and shall be in force until the first to occur of either March 31, 2030, or termination by one or both parties by 30 days’ advance written notice to the other party. Prior to or on the termination date, this MOA may be reviewed for re-issuance and affirmed with the signing of a new MOA between both parties, not to exceed a maximum period of five years.

IV. Responsibilities

A. TX-TF1 Responsibilities:

1. TX-TF1 shall determine and provide TEEX Equipment for bailment based on the needs associated with the geographical area of response of the Participating Agency. TEEX Equipment may be made



5. Participating Agency shall provide qualified staffing and TEEX Equipment within two (2) hours of notification by TX-TF1.
6. Participating Agency shall provide the number of vehicle(s) capable of safely towing the assigned TEEX Equipment and transporting the Participating Agency's assigned Members throughout the deployment time period. If the Participating Agency is unable to provide vehicle resources for the response they may request use of rental vehicles by contacting TX-TF1.
7. Upon activation for a state deployment or EMAC response, the Participating Agency shall provide a completed ICS-218 "Support Vehicle/Equipment Inventory" form listing all TEEX Equipment, Participating Agency Equipment, and rental vehicles to be used during the response. Any changes to the ICS-218 form must have prior approval.
8. Participating Agency Members are expected to bring all appropriate personal protective equipment (PPE) to complete the mission. Items that a Participating Agency wishes to bring outside of appropriate PPE and those listed on the ICS-218 form, require prior written approval by TX-TF1 Director or designee. Unapproved Participating Agency Equipment that is lost, damaged, or stolen will be the sole responsibility of the Participating Agency.
9. Participating Agency must notify TX-TF1 of lost, damaged, or stolen TEEX Equipment and/or approved Participating Agency Equipment as soon as possible, but not later than 24 hours after damage or loss occurred or is discovered. Participating Agency Member(s) shall provide written documentation to include photos providing details of damage or loss, to include who was involved, what happened, why, when, and where damage or loss occurred. If damage or loss was the result of an accident, the appropriate accident forms and procedures must be completed according to established timelines. If the TEEX or Participating Agency Equipment is stolen, the police report shall be provided to TEEX.
10. If the Participating Agency is unable to accept a deployment mission, the Participating Agency shall make all TEEX Equipment available for temporary reassignment by TX-TF1 to other Participating Agencies or personnel.
11. Participating Agency certifies that the credentials of participating Member(s) provided by El Paso Fire Department meet the latest NFPA 1006 Standard for Technical Rescuer Professional Qualifications.

The following items apply if Participating Agency houses prepositioned TEEX Equipment at Participating Agency's facility:

1. Participating Agency shall store all TEEX Equipment indoors and in a secure facility.
2. Participating Agency shall perform and document routine and preventive maintenance of the TEEX Equipment.
3. Participating Agency shall provide for the repair or replacement of the TEEX Equipment if damaged, lost, or stolen when not being used, maintained or stored in an agreed upon manner or by individuals not approved by TX-TF1 in the use of the TEEX Equipment.

4. Participating Agency shall provide monthly updates to TX-TF1 on the use of the TEEX Equipment and standard records indicating the regular maintenance of the TEEX Equipment in accordance with TX-TF1 policy.
5. Participating Agency shall make issued TEEX Equipment available for inspection by officials of TX-TF1 on a semi-annual basis either at the Participating Agency facility or at a TX-TF1 Sponsored Training.
6. Upon termination of the MOA by either party, the Participating Agency shall return the TEEX Equipment to TX-TF1 in the same condition as when it was received with considerations for reasonable wear and tear, as determined by TEEX's representative.

V. General Provisions

A. Title

1. The TEEX Equipment remains the property of the State of Texas and the Participating Agency may not encumber the title to the issued TEEX Equipment in any way.
2. Participating Agency may not modify, transfer, or loan the issued TEEX Equipment to a third party without the written permission of TX-TF1.

B. Liability

1. Participating Agency shall assess the risk that may be applicable under this MOA and obtain and maintain such insurance coverage as Participating Agency deems appropriate and prudent.
2. TX-TF1 provides the TEEX Equipment "as is" and disclaims the warranties of fitness for a particular purpose and all other warranties, express or implied. Participating Agency is solely responsible for determining the appropriateness of using the TEEX Equipment and, to the extent permitted by law, assumes any risks associated with such use.
3. Each party is solely responsible for its own acts under this MOA to the extent permitted under the laws of the State of Texas.
4. Except as specifically provided, each party shall bear its own costs and expenses incurred under this MOA without expectation of reimbursement from the other party.
5. Participating Agency assumes all risk and liability of property damage, personal injury and death resulting from use of the TEEX Equipment. Participating Agency shall, to the extent allowed by law, release and indemnify TEEX, TX-TF1, The Texas A&M University System, and its regents, officers, employees, representatives, agents, and volunteers for any claim related to Participating Agency's use of the TEEX Equipment.

C. Additional Provisions

1. This MOA is not intended to create a partnership, joint venture, or employment relationship between TX-TF1 and Participating Agency. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

- Any notices required or permitted under this MOA will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

TX-TF1: [200 Technology Way, College Station, TX 77845]

Participating Agency: [416 N Stanton, El Paso, TX 79901]

- This MOA constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this MOA. This MOA may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this MOA and any other documents constituting part of this MOA, the terms of this MOA shall control.
- This MOA is assignable only with the written consent of both parties.
- This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.
- Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TEEX is to be in the county in which the principal office of TEEX's governing officer is located.
- The failure of either party at any time to require performance by the other party of any provision of this MOA will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- Each party shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this MOA.
- In case any one or more of the provisions contained in this MOA shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this MOA shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOA that are required by changes in federal or state law or regulations are automatically incorporated into the MOA without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this MOA for failure or delay in fulfilling or performing any obligation under this


Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

12. This MOA may be signed in counterparts each one of which is considered an original but all of which constitute a single instrument.

Participating Agency hereby acknowledges that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Agency shall abide by all terms and conditions specified herein and certify that the information provided to TX-TF1 is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE, on behalf of its Texas A&M Task Force 1:

<i>DMC</i>		David Coatney	4/7/25
	Authorized Signature	Printed Name	Date
	200 Technology Way	College Station	TX, 77845
	Address	City	State, Zip
	(979) 458-6797	37167167164025	
	Phone Number	TX VIN	

PARTICIPATING AGENCY:

The City of El Paso
 Agency Name

_____ Authorized Signature	Dionne Mack Printed Name	_____ Date
416 N Stanton Address	El Paso City	Texas, 79901 State, Zip
(915) 212-5665 Phone Number	17460007499-014 TX VIN	

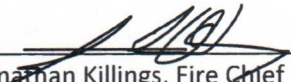


- available for an extended time period or on an as needed basis and shall be determined by TX-TF1 staff.
2. TX-TF1 shall provide the TEEX Equipment in good working order with associated supplies and items necessary for emergency response and maintenance of the equipment, but TX-TF1 makes no warranties as to the condition of the TEEX Equipment.
 3. TX-TF1 will provide training in the maintenance and reporting requirements of the TEEX Equipment.
 4. TX-TF1 will direct and coordinate the maintenance and or repair of the TEEX Equipment other than routine and preventative maintenance.
 5. If the Participating Agency is issued TEEX Equipment for prepositioned use, the full list of TEEX Equipment and corresponding identification numbers will be recorded in an appendix to this MOA. Any temporary changes to issued TEEX Equipment will be documented on an ICS-213 "General Message" form while any permanent changes will be amended in the appendix.
 6. If the Participating Agency is issued TEEX Equipment on an as-needed basis, the full list of TEEX Equipment and corresponding identification numbers will be recorded on an ICS-213 form by TX-TF1 Staff and tracked until that TEEX Equipment is returned to TX-TF1 at the end of the needed period of time.
 7. TX-TF1 will reimburse the Participating Agency for costs associated with state deployment or Emergency Management Assistance Compact ("EMAC") response of the TEEX Equipment and Participating Agency Equipment as listed on an ICS-218 "Support Vehicle/Equipment Inventory" form.
 - i. Costs include fuel for the TEEX Equipment, fuel for Participating Agency boat motors, fuel or standard mileage charges for Participating Agency owned vehicles(s), and repair or replacement of Participating Agency owned vehicles to include standard gear load-out, boats, and trailers damaged due to deployment subject to TX-TF1's procedures for such reimbursements.
 - ii. All costs incurred by the Participating Agency for activities outside of a state deployment or EMAC response are the sole responsibility of the Participating Agency and are not subject to reimbursement request of TX-TF1.

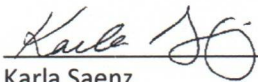
B. The Participating Agency Responsibilities:

1. Participating Agency shall make the TEEX Equipment available for TX-TF1 sponsored training and response when requested by TX-TF1.
2. Participating Agency may only use the TEEX Equipment for the intended purpose under this MOA.
3. Participating Agency may use the assigned TEEX Equipment for local or regional response outside of a State of Texas deployment, and/or training events outside of TX-TF1 Sponsored training events but does so at its own expense.
4. Participating Agency shall provide Members in number and skill level that is required for the safe utilization of the TEEX Equipment for each response as requested by TX-TF1.

APPROVED AS TO CONTENT:


Jonathan Killings, Fire Chief
El Paso Fire Department

APPROVED AS TO FORM:


Karla Saenz
Assistant City Attorney