

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

AGENDA DATE: November 12, 2024
PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Jonathan P. Killings, (915) 212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2. Set the Standard for a Safe and Secure City
SUBGOAL: 2.1. Maintain standing as one of the nation's top safest cities

SUBJECT:

That the Mayor 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-TFI Water Rescue Program to begin on the date of the last signature and shall be in force until March 31, 2025

BACKGROUND / DISCUSSION:

In an effort to increase the effectiveness of the TX-TFI Water Rescue Program, by continually increasing Participating Agency capacity and capabilities, certain emergency response equipment (flood and swift water rescue boats and related equipment) can be assigned under this MOA by TX-TFI to Participating Agencies to improve local, regional, and state response capabilities to water events.

PRIOR COUNCIL ACTION:

On November 1, 2023 a Memorandum of Understanding was entered between Texas A&M Task Force 1 (TXTF1), a division of the Texas A&M Engineering Extension Service (TEEX), and the Participating Agency/Employer (Employer) El Paso Fire Department, located in El Paso, Texas.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Fire

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



RESOLUTION

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

That the Mayor 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-TFI Water Rescue Program to begin on the date of the last signature and shall be in force until March 31, 2025

Approved this ____ day of _____ 2024.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

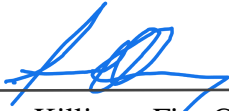
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan Killings, Fire Chief
El Paso Fire Department

Memorandum of Agreement

Between

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

And

The City of El Paso

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-TFI) and the City of El Paso by and through the El Paso Fire Department, the **Participating Agency**.

I Purpose

The TX-TFI Water Rescue Program is a robust response capability serving Texas and the nation. Personnel are provided by Participating Agencies that certify the credentials of their participating members using the latest NFPA 1006 Standard for Technical Rescuer Professional Qualifications.

Statistics show that 90 percent of savable victims of flooding disasters are saved within the first few hours following such an occurrence. Water rescue resources placed in close proximity to flood prone areas increase the prospect to successfully rescue survivors of natural disasters. TX-TFI Water Rescue Squads are staffed by TX-TFI Participating Agencies which can respond as needed for water events.

In an effort to increase the effectiveness of the TX-TFI Water Rescue Program, by continually increasing Participating Agency capacity and capabilities, certain emergency response equipment (flood and swift water rescue boats and related equipment) can be assigned under this MOA by TX-TFI to Participating Agencies to improve local, regional, and state response capabilities to water events.

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 swiftwater events.

These responses may be local or regional to the Participating Agency or may be statewide. The Participating Agency must already have an active MOU with TX-TFI.

III. Period of Performance

This MOA shall begin on the date of the last signature and shall be in force until the 31st day of March, 2025 or until terminated by one or both parties by 30 day written notice. 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.

IV. 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.

V. 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 available for an extended time period or on an as needed basis and shall be determined by TX-TF1 staff.
2. TX-TF1 shall endeavor to 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 not associated with routine 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 by 213 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 "General Message" 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 the 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 trainings 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.
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 218 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 Operations Chief, Deputy Operations Chief, or Director. 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) is to provide written documentation 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.
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.

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

11. Participating Agency shall store all TEEX Equipment indoors and in a secure facility.
12. Participating Agency shall perform and document routine and preventive maintenance of the TEEX Equipment.
13. 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.

14. 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.
15. 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.
16. 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.

VI. 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. TX-TF1 provides the TEEX Equipment "as is," with no representations or warranties as to its condition or fitness for a particular purpose.
2. Each party is solely responsible for its own acts under this MOA to the extent permitted under the laws of the State of Texas.
3. 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.
4. 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 for any claim related to Participating Agency's use of the Equipment.

Participating Agency hereby acknowledge 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-TFI 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:

<u>Jeff B. Saunders</u> Authorized Signature	<u>Jeff Saunders</u> Printed Name	<u>10-14-24</u> Date
<u>200 Technology Way</u> Address	<u>College Station</u> City	<u>TX, 77845</u> State, Zip
<u>(979) 458-0849</u> Phone Number	<u>37167167164025</u> TXVIN	

PARTICIPATING AGENCY:

The City of El Paso

Agency Name

<u>Oscar Leeser</u> Authorized Signature	<u>Oscar Leeser</u> Printed Name	<u></u> Date
<u>300 N. Stanton</u> Address	<u>El Paso</u> City	<u>TX 79901</u> State, Zip
<u>(915) 212-0021</u> Phone Number	<u></u> TXVIN	

Approved as to Form:

Carlos L. Armedariz
 Carlos L. Armedariz
 Assistant City Attorney

Approved to Content:

Jonathan Killings
 Jonathan Killings, Fire-Chief
 El Paso Fire Department