

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE
82d TRAINING WING, SHEPPARD AFB, TEXAS, AND
NORTEX REGIONAL PLANNING COMMISSION MEMBERS
CONCERNING DEFENSE SUPPORT FOR CIVIL AUTHORITIES (DSCA)**

1. **PARTIES.** The parties to this Agreement are the 82d Training Wing (82 TRW), Sheppard AFB Texas (hereinafter referred to as "Sheppard AFB" or "Party") and NORTEX RPC MEMBERS Wichita County, Texas (hereinafter referred to as "NORTEX RPC MEMBERS" or "Party") (collectively referred to as "Parties").

2. **PURPOSE.** The purpose of this Agreement is to provide the framework for the exchange of emergency and civil support services between the Parties. These services shall include, but are not limited to, Emergency Medical Service (EMS), Fire, Emergency Management, and Law Enforcement.

3. **DEFINITIONS:** For purposes of this Agreement, the terms listed below will have the following meaning:

(a) "Civil emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

(b) "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

(c) "Local government" means a county, municipality, special district, or any corporate/political entity organized under state law of Texas or a state that borders Texas.

(d) "Mutual aid" includes, but is not limited to, such resources as equipment, supplies, and personnel.

(e) "Political subdivision" means a county, incorporated city, or school district.

4. **PARTIES' EMERGENCY MANAGEMENT PLAN.** Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, and response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment, and supplies, necessary to provide mutual aid. The emergency management plan shall be submitted to the Texas Division of Emergency Management.

5. **EMERGENCY MANAGEMENT DIRECTOR.** The 82 TRW Commander or his or her designee and the NORTEX Executive Director or designee shall each serve as the Emergency Management Director for NORTEX RPC and shall take all steps necessary for the implementation of this Agreement. Each Emergency Management Director may designate an Emergency Management Coordinator who shall serve as an assistant to the Director for emergency management purposes.

6. RESPONSIBILITIES. Activation of Agreement. This Agreement shall be activated in the event of either:

- (a) A Presidential declaration;
- (b) 82 TRW Commander's decision within Defense Support to Civil Authorities (DSCA) direction;
- (c) A declaration of a local state of disaster by a Party pursuant to Chapter 418 of the Texas Government Code; or
- (d) The finding of a state of civil emergency by the presiding officer of the governing body of a Party.

The activation of the Agreement shall continue until the services of the Party rendering aid are no longer required or when the Incident Commander determines, in his sole discretion, that further assistance should not be provided. The Party rendering aid maintains control of its resources at all times and may withdraw them for any reason at any time.

7. REQUEST FOR MUTUAL AID.

(a) Local Disaster. In the event of a declaration of a local disaster, the Emergency Management Director or the designated Emergency Management Coordinator of a Party seeking mutual aid shall make the request directly to the Party from whom aid is sought. A Party from whom mutual aid is sought shall furnish mutual aid to cope with the disaster to the requesting Party, subject to the terms of this Agreement. In the event of a widespread disaster affecting more than one Party hereto, each affected Party shall utilize the Multi Agency Coordination Center (MACC) or State of Texas Department of Public Safety Disaster District Committee for coordinating the provision of mutual aid.

(b) Civil Emergency. If the presiding officer of the governing body of a Party is of the opinion that a state of civil emergency exists that requires assistance from another Party, the presiding officer of the Party requesting mutual aid shall make the request directly to the Party from which assistance is sought. Before the emergency assistance is provided, the governing body of the Party whose assistance has been requested shall authorize such assistance by resolution or other official action, in accordance with Chapter 791 of the Texas Government Code. In the event of a widespread civil emergency affecting more than one Party hereto, each affected Party shall utilize its respective State of Texas Department of Public Safety Disaster District Committee for coordinating the provision of mutual aid.

(c) Request to the 82 TRW will be either for services or for available equipment as authorized by the DSCA and Department of Defense Directive (DoDD) 3025.1 Guidance. Request beyond DSCA capabilities will be considered on a case-by-case basis. Sheppard AFB will provide specific equipment as requested and needed, depending upon the dynamics of any given emergency or crisis situation; however, the Parties recognize that Sheppard AFB has a responsibility to maintain its mission while providing assistance under this Agreement.

8. CONDITIONS. Any furnishing of resources under this Agreement is subject to the following conditions:

- (a) A request for aid shall specify the amount and type of resources being requested, the location to which the resources are to be dispatched, and the specific time by which such resources are needed;

(b) The Party rendering aid shall take such action, as is necessary, to provide and make available the resources requested, provided the Party rendering aid, in its sole discretion, shall determine what resources are available to furnish the requested aid;

(c) The requesting Party will have an incident command system in place and an Incident Commander in charge of the incident. The responding Party will participate in the incident command system;

(d) The Party rendering aid shall report to the officer in charge of the requesting Party's forces at the location to which the resources are dispatched; and

(e) Responding personnel must meet the minimum standards for their position as established by their jurisdiction.

9. EXPENDING FUNDS. Each party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

10. TERMINATION. It is agreed that either Party hereto shall have the right to terminate its participation in this Agreement with or without cause upon ninety (90) days written notice to the other Party hereto.

11. TERM. This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement. This agreement is to be reviewed every two years by both parties.

12. RATIFICATION. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.

13. OTHER MUTUAL AID AGREEMENTS. Notwithstanding anything herein to the contrary it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other and third parties for mutual aid in civil emergency and/or disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies. Additionally, the existence of this Agreement shall not prevent a Party hereto from providing emergency assistance to a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity in accordance with Section 418.109(d) of the Texas Government Code or to another Local Government, which is not a Party hereto, in accordance with Section 791.027 of the Texas Government Code.

14. SEVERABILITY. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

15. VALIDITY AND ENFORCIBILITY. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into

conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

16. AMENDMENT. Except as provided by paragraph 15, this Agreement may be amended only by the mutual written consent of both Parties.

17. THIRD PARTIES. This Agreement is intended to ensure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall it be deemed or construed to create, any rights in third parties.

18. WARRANTY. This Agreement has been officially authorized by the governing body of each Party and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

19. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Texas.

20. HEADINGS. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

21. WAIVER OF LIABILITY. All Parties shall waive liability for the responding Party for any property damage or injury incurred in the normal execution of duties.

22. IMMUNITY RETAINED. No Party waives or relinquishes any immunity or defense it may enjoy under federal or state law, for the performance of an activity under this Agreement. On behalf of itself, its officers, employees, and agents, including, but not limited to, any immunity or defense available pursuant to Section 421.062 of the Texas Government Code related to the furnishing of a "homeland security activity" as that term is defined by Section 421.001(3) of the Texas Government Code.

23. PRIVACY INFORMATION. All information which is not subject to public disclosure or considered private or confidential by federal or state law, including, but not limited to the Privacy Act of 1974 or the Texas Public Information Act and/or any interpretations of such laws shall be protected from public disclosure in all activities of each Party.

24. POINTS OF CONTACT. Emergency contact numbers shall be exchanged between the parties and updated as necessary to ensure efficient and timely communications in the event of a disaster or civil emergency.

82D TRAINING WING
SHEPPARD AFB, TEXAS

By: 

MICHAEL A. FANTINI
Brigadier General, USAF
Commander, 82d Training Wing
Sheppard AFB, Texas

Date signed: SEP 20 2012

NORTEX RPC

By: 

DENNIS WILDE
NORTEX Regional Planning Commission

Date signed: 4/24/2012

Dennis Wilde

From: YEINGST, NORMAN W CTR USAF AETC 82 CES/PAE/CEX
<norman.yeingst.ctr@us.af.mil>
Sent: Thursday, September 03, 2015 8:36 AM
To: Mike Bland
Cc: Dennis Wilde; MCBURNETT, MARK D GS-14 USAF AETC 82 CES/CL; Welter, James [US];
HANSEN, MARK L CTR USAF AETC 82 CES/PAE/CEX; KULICK, EDWARD R JR GS-11 USAF
AETC 82 CES/CEY
Subject: Triannual review NORTEX Sheppard AFB MOU
Attachments: NORTEX MOU Signed 20 Sep 2012.pdf
Importance: High

Mr. Bland,

The NORTEX MOU is up for its triannual review. Please present the document for review and ratification with the executive committee at their next meeting. If they are satisfied that it needs no changes, please provide written documentation of approval confirmation. If you have any questions please contact our office. Thank you.

V/r

Norman Yeingst
Installation Emergency Manager
Emergency Management Manager
PAE
231 9th Ave. Bldg 1402
Sheppard AFB, TX 76311-3333
Comm: (940) 676-5669
DSN: 736-5669
Cell: (405) 640-6046
Norman.yeingst.ctr@us.af.mil

Dennis Wilde

From: YEINGST, NORMAN W CTR USAF AETC 82 CES/CEX <norman.yeingst.ctr@us.af.mil>
Sent: Monday, November 02, 2015 7:58 AM
To: Dennis Wilde; Mike Bland
Cc: MCBURNETT, MARK D GS-14 USAF AETC 82 CES/CL; HUEZO, JOSE R GS-11 USAF AETC 82 CES/CCO; Welter, James [US] (James.Welter@pae.com); PITTNER, CHRISTIAN A CTR USAF AETC 82 CES/CE1; KULICK, EDWARD R JR GS-11 USAF AETC 82 CES/CEY; HANSEN, MARK L CTR USAF AETC 82 CES/CEX; KIRK, JEREMY A CTR USAF AETC 82 CES/CEX
Subject: FW: NORTEX MOA/MOU Status
Importance: High

Sir,

Please see below. Per our JAG representative we cannot sign your current Mutual Aid agreement. I can brief this during the meeting on the 19th of November so that the Executive council understands. If you have any questions please contact my office.

Norman Yeingst
Installation Emergency Manager
Emergency Management Manager
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231 9th Ave. Bldg 1402
Sheppard AFB, TX 76311-3333
Comm: (940) 676-5669
DSN: 736-5669
Cell: (405) 640-6046
Norman.yeingst.ctr@us.af.mil

-----Original Message-----

From: MOUDY, PATRICK W GS-12 USAF AETC 82 TRW/JAC
Sent: Tuesday, October 27, 2015 3:45 PM
To: YEINGST, NORMAN W CTR USAF AETC 82 CES/PAE/CEX
Subject: RE: NORTEX MOA/MOU Status

Norm,

All MOUs and MOAs that the USAF enters into must meet the criteria of DoDI 4000.19, Support Agreements, 25 Apr 13, AFD 25-2, Support Agreements, 12 Oct 12, and AFI 25-201, Intra-Service, Intra-Agency, and Inter-Agency Support Agreement Procedures, 18 Oct 13.

I would not recommend the USAF agreeing to an MOU or MOA that wasn't drafted by the USAF, and I am not aware of the USAF entering into agreements under those circumstances.

Pat

PATRICK W. MOUDY, GS-12, DAF
Attorney Advisor

82 TRW/JA
317 F. Ave
Sheppard AFB TX 76311

Comm: 940-676-7183/4262
DSN: 736-7183/4262

-----Original Message-----

From: YEINGST, NORMAN W CTR USAF AETC 82 CES/PAE/CEX
Sent: Tuesday, October 27, 2015 3:14 PM
To: MOUDY, PATRICK W GS-12 USAF AETC 82 TRW/JAC
Cc: KULICK, EDWARD R JR GS-11 USAF AETC 82 CES/CEY
Subject: FW: NORTEX MOA/MOU Status
Importance: High

Sir,

Please see below. Can you provide a JAG opinion on this subject of SAFB signing their Mutual Aid agreement. As opposed to our current MOU/MOA which fits the correct format.

Norman Yeingst
Installation Emergency Manager
Emergency Management Manager
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231 9th Ave. Bldg 1402
Sheppard AFB, TX 76311-3333
Comm: (940) 676-5669
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Cell: (405) 640-6046
Norman.yeingst.ctr@us.af.mil

-----Original Message-----

From: Mike Bland [mailto:mbland@nortexrpc.org]
Sent: Monday, October 26, 2015 12:21 PM
To: YEINGST, NORMAN W CTR USAF AETC 82 CES/PAE/CEX; Dennis Wilde
Cc: HANSEN, MARK L CTR USAF AETC 82 CES/PAE/CEX; KULICK, EDWARD R JR GS-11 USAF AETC 82 CES/CEY
Subject: RE: NORTEX MOA/MOU Status

Sir,

I have been asked to respond to your request on behalf of the Executive Director of Nortex Regional Planning Commission.

As per your email stating "the MOU/MOA was sent to Mr. Bland", Mr. Bland does not have signature authority for the MOA/MOU nor does he set agenda items for the General Assembly. Per telephone conversation in August, the document was forwarded to the Executive Director of Nortex. The document was discussed and agreed that it should go before the Executive Committee for review.

In speaking with Executive Director Mr. Wilde, it is felt that SAFB should become a part of the Nortex Regional Mutual Aid Agreement rather than having a separate agreement. Nortex has always considered SAFB a valued partner within the region and feel this is the correct path to pursue.

Your concerns have been shared with Mr. Wilde. Mr. Wilde has agreed to place your request before the Executive Committee (Judges and Mayor) for referral to the General Assembly. I am sure the topic of "why does SAFB needs a separate agreement rather than becoming a part of the regional MOU/MOA" will be a topic.

I hope you find this helpful,

M. Bland
Director of Emergency Planning
Nortex Regional Planning Commission

-----Original Message-----

From: YEINGST, NORMAN W CTR USAF AETC 82 CES/PAE/CEX
[mailto:norman.yeingst.ctr@us.af.mil]
Sent: Monday, October 26, 2015 6:51 AM
To: Dennis Wilde <dwilde@nortexrpc.org>
Cc: HANSEN, MARK L CTR USAF AETC 82 CES/PAE/CEX
<mark.hansen.17.ctr@us.af.mil>; KULICK, EDWARD R JR GS-11 USAF AETC 82
CES/CEY <edward.kulick@us.af.mil>; Mike Bland <mbland@nortexrpc.org>
Subject: NORTEX MOA/MOU Status
Importance: High

Sir,

We need to know the status of the NORTEX MOA/MOU. We sent it to Mr. Bland in late August. It was supposed to go before the Council for review and approval. Can you provide an update. All we need from NORTEX is a letter from your office stating that there are no changes.

Norman Yeingst
Installation Emergency Manager
Emergency Management Manager
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231 9th Ave. Bldg 1402
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Cell: (405) 640-6046
Norman.yeingst.ctr@us.af.mil

NORTEX REGIONAL PLANNING COMMISSION

Homeland Security Committee

Wednesday, November 04, 2015 12:00 p.m.

Nortex Regional Planning Commission

4309 Jacksboro Highway, Suite 200

Wichita Falls, Texas 76302

Agenda

- 1.) **Call to Order.**
- 2.) **Review and Approval of the minutes of the Executive Subcommittee on Homeland Security Funding Allocations meeting held on August 20, 2015.**
-Action Requested
- 3.) **Review and Approval of the Threat and Hazard Identification Risk Assessment and State Preparedness Report**
-Action Requested
- 4.) **Review and Approval of Homeland Security Committee Policies and Procedures / By-Laws.**
-Action Requested
- 5.) **Review and Approval of the FY2016 Regional Priorities.**
-Action Requested
- 6.) **Discussion of Upcoming Projects.**
A. FY2014 SHSP Regional Project. 95377, 25K for EOC Train.
B. FY2016 Regional Workshops. By-laws & Guidelines
- 7.) **Review and Consideration of SAFB MOU for Mutual Aid.**
-Action Requested
- 8.) **Other Business.**
- 9.) **Adjournment.**

NORTEX REGIONAL PLANNING COMMISSION

Executive Subcommittee on Homeland Security Funding Allocations

Thursday, August 20, 2015 at 11:00 a.m.

4309 Jacksboro Highway, Suite 200

Wichita Falls, Texas

MEMBERS:

Judge Randy Jackson, Archer County
Judge Rusty Stafford, Baylor County
Judge Kenneth Liggett, Clay County
Judge Mark Christopher, Foard County
Judge Ronald Ingram, Hardeman County
Judge Mitchell Davenport, Jack County
Judge Rick Lewis, Montague County
Judge Woody Gossom, Wichita County
Judge Greg Tyra, Wilbarger County
Mayor Glenn Barham, City of Wichita Falls

STAFF:

Mr. Dennis Wilde, Executive Director
Mr. Mike Bland, Director of Emergency Planning
Ms. Sabina Baca, Emergency Planner

Mr. Dennis Wilde called the meeting to order at 11:10 a.m. and acknowledged there was a quorum present. He addressed the second item on the agenda which was review and approval of the minutes from the June 16, 2015 meeting. He asked if there were any additions, deletions or corrections to the minutes as presented. Mayor Barham made reference there were two agenda item fives (5) listed on the minutes. It was determined that the second agenda item 5 should have been listed as agenda item 6. A motion was made by Mayor Glenn Barham to accept and approve the minutes as corrected and seconded by Judge Greg Tyra. Motion carried.

Mr. Wilde addressed the third item on the agenda which was review and approval of equipment transfer of the Foard County Communications trailer. Mr. Wilde stated that Judge Mark Christopher, Foard County had notified Nortex Regional Planning Commission that the trailer was available to any other jurisdiction that wanted to house it. Judge Greg Tyra stated that Judge Kenneth Liggett, Clay County had requested the trailer. Mayor Barham discussed the City of Wichita Falls Fire Department had also made a request for the trailer. He stated Clay County had asked for the trailer prior to the City of Wichita Falls and that he feels Clay County should receive the trailer. Mr. Bland stated a form required by SAA will need to be completed between Foard County and Clay County to transfer the equipment. He

NORTEX REGIONAL PLANNING COMMISSION

Executive Subcommittee on Homeland Security Funding Allocations Minutes

August 20, 2015

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stated an inventory was completed August 11, 2015 of the Foard County Communications trailer and found the equipment was in good shape. A motion was made to approve the transfer of the communications trailer from Foard County to Clay County by Judge Ronald Ingram and seconded by Judge Rick Lewis. Motion carried.

Mr. Wilde moved to the fourth item on the agenda which was discussion of the Regional Repeater transfer of equipment. He called upon Mr. Bland to lead the discussion. Mr. Bland stated on June 16, 2015 the Executive Subcommittee on Homeland Security Funding Allocations made a motion to dissolve the Regional Repeater system and release the equipment and frequencies to the local jurisdictions. He stated the equipment consists of repeaters, NXU's, ACU's Mobile radios, and frequencies. He went on to state the equipment and frequencies need to be transferred to the jurisdictions. Mr. Bland discussed a Texas Department of Public Safety State Administrative Agency Homeland Security Grant Program Property Transfer Record form would need to be signed between Nortex Regional Planning Commission and the jurisdictions. A motion was made to transfer the Regional Repeater equipment and frequencies to the jurisdictions by Judge Ronald Ingram and seconded by Judge Kenneth Liggett. Motion carried.

Mr. Wilde moved to the fifth item on the agenda which was other business. Mr. Bland suggested a name change for the Executive Subcommittee on Homeland Security Funding Allocations due to the committee assuming a greater role than funding allocations. A motion was made to change the name of the Executive Subcommittee on Homeland Security Funding Allocations to Homeland Security Committee by Judge Ronald Ingram and seconded by Judge Mark Christopher. Motion Carried.

The meeting was adjourned at 11:35 p.m.