



DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY GARRISON
FORT SILL, OKLAHOMA 73503-1899

REPLY TO
ATTENTION OF:

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES ARMY GARRISON (USAG) FORT SILL
AND
COMANCHE COUNTY EMERGENCY MANAGEMENT / FIRE SERVICE

SUBJECT: Mutual Aid Fire Protection Agreement

1. References:

- a. DoD 4000.19-I, Interservice and Intragovernmental Support, 9 August 1995.
- b. 42 United States Code (USC) 1856a.
- c. 15 USC 2210.

2. Purpose. This agreement establishes procedures for both parties to secure the benefits of mutual aid in fire prevention, fire fighting, and the protection of life and property from fire.

3. Problem. In cases where the USAG, Directorate of Emergency Services (DES) Fire Department (hereafter referred to as the Fort Sill Fire & Emergency Services) or the Comanche County Emergency Management / Fire Service does not have the resources available to combat fires, outside agencies may be needed to assist in the protection of life and property. By working jointly, Comanche County and Fort Sill will be able to provide better service to the community.

4. Scope. This memorandum of understanding (MOU) applies to the Fort Sill Fire & Emergency Services and the Comanche County Emergency Management / Fire Service and all personnel acting for either.

5. Responsibilities of the Fort Sill Fire & Emergency Services.

- a. On request to a representative of the Fort Sill Fire & Emergency Services by a representative of the Comanche County Emergency Management / Fire Service, the Fort Sill Fire & Emergency Services fire fighting equipment and personnel will be dispatched to any point within the fire fighting jurisdiction of the Comanche County Emergency Management / Fire Service.

SUBJECT: Mutual Aid Fire Protection Agreement

b. Provide equipment used by Fort Sill Fire & Emergency Services to carry out this agreement. Personnel acting for the Fort Sill Fire & Emergency Services under this agreement will be an employee or volunteer member of the Fort Sill Fire & Emergency Services.

6. Responsibilities of the Comanche County Emergency Management / Fire Service.

a. On request to a representative of the Comanche County Emergency Management / Fire Service by a representative of the Fort Sill Fire & Emergency Services, the Comanche County Emergency Management / Fire Service fire fighting equipment and personnel will be dispatched to any point within the fire fighting jurisdiction of the Fort Sill Fire & Emergency Services.

b. Provide equipment used by Comanche County Emergency Management / Fire Service to carry out this agreement. Personnel acting for the Comanche County Emergency Management / Fire Service under this agreement will be an employee or volunteer member of the Comanche County Emergency Management / Fire Service.

7. Agreements and Understandings of All Parties.

a. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

b. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid under this agreement will specify the location to which equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Comanche County Emergency Management / Fire Service normally provides fire protection, the Chief of the Fort Sill Fire & Emergency Services or his representative may assume full command on arrival at the scene of the crash.

SUBJECT: Mutual Aid Fire Protection Agreement

(5) Each party hereby waives all claims against every other party for compensation or any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

(6) The Chief fire officers and personnel of the fire departments of both parties to the 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 and drills.

(7) The technical heads of the fire department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

c. This document survives the departure or position change of any of the signatories. It remains in effect until canceled by mutual agreement or until canceled by 180 days advance written notice to the other party. It shall be reviewed when deemed necessary by either party and may be amended upon mutual consent of all parties. Each party shall provide sufficient advance notice in writing to the other prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

8. Points of Contact (POCs).

a. Garrison.

(1) MOU POCs. Ms. Winona Morris, garrison support agreements manager (SAM), and Ms. Dora Presley, Manpower and Agreements Division, Resource Management Office (RMO), 6607 NW Fort Sill Boulevard, Building 467R, Fort Sill, OK 73503-1899, (580) 442-3560/2911 or e-mail: winona.morris@us.army.mil or dora.a.presley@us.army.mil.

(2) Technical POC is Charles H. Rivera, Fort Sill Fire & Emergency Services, at 442-6010, email: charles.rivera@sill.army.mil.

b. Comanche County Emergency Management/Fire Service functional POC is Clint Wagstaff, Fire Chief, at (580) 355-0535, e-mail: emergencymanager@sbcglobal.net

SUBJECT: Mutual Aid Fire Protection Agreement

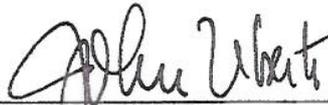
9. Effective Date. Date of the last signature below.



Ron Kirby, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
Comanche County, OK

6-5-06

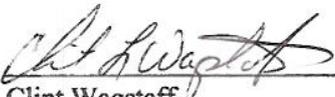
(Date)



JOHN UBERTI
Colonel, FA
Garrison Commander

18 May 2006

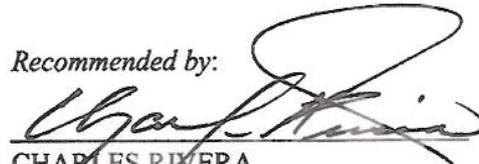
(Date)



Clint Wagstaff
Director / County Fire Chief
Comanche County Emergency Management

6-5-06

(Date)

Recommended by:


CHARLES RIVERA
Fire Chief
Fort Sill Fire & Emergency Services

5-16-06

(Date)



Attest:
Earlene Shriver
COUNTY CLERK, Comanche County, OK

6-5-06

(Date)