



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
462 NW HAMILTON ROAD, SUITE 120
FORT SILL, OKLAHOMA 73503

REPLY TO
ATTENTION OF:

**MUTUAL AID AGREEMENT (MAA)
BETWEEN
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
COMANCHE COUNTY EMERGENCY MANAGEMENT/FIRE SERVICE**

SUBJECT: All Hazards Mutual Aid Fire Support Agreement (PC02)

This is a Mutual Aid Agreement (MAA) between the USAG/IMCOM, Fort Sill, and the Comanche County Emergency Management/Fire Service. When referred to collectively, the USAG/IMCOM, and Comanche County Emergency Management/Fire Service, are referred to as the "Parties". USAG/IMCOM, Fort Sill is also referred to as the "Garrison".

1. AUTHORITIES:

- 1.1. 42 United States Code (USC) 1856a.
- 1.2. 15 USC 2210.

2. PURPOSE: To set forth the conditions under which both Parties may reciprocally secure the benefits of all hazards mutual aid fire support in areas including, but not limited to, wildfires, prescribed fire burns, search and rescue, floods, plane crashes, and training.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. The Garrison will –

3.1.1. Admit Comanche County Emergency Management/Fire Service staff members and customers onto the installation that provide the identification as may be required by the Provost Marshall, IMCOM or DoD Policy or regulation. All personnel entering Fort Sill will undergo background screening at the Visitor Control Center (VCC) prior to being granted access, be in compliance with laws of the State of Oklahoma, and be subject to search under Federal regulations. In the event of an emergency (Life, Health, & Safety), the emergency responders will be cleared for entry onto Fort Sill without vetting. Responders must be in an agency response vehicle and preferably

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display their agency identification badge upon entry at the Access Control Point (i.e., County Firefighter ID, Department ID, etc.). The Fort Sill Fire Department Incident Command will notify Fire Dispatch of the in-bound mutual aid fire responders and the number of units arriving to Fort Sill. Fire Dispatch will then notify the Military Police (MP) Desk and Access Control Points to allow access to Fort Sill. Once the incident is over, the un-vetted responders should depart the Installation directly without any deviations or side trips.

3.1.2. On request to the Fire Chief or his designated representative of the Fort Sill Fire & Emergency Services by a Fire Chief or his designated representative of the Comanche County Emergency Management/Fire Service, the Fort Sill Fire & Emergency Services firefighting equipment and personnel will be dispatched to any point within the firefighting jurisdiction of the Comanche County Emergency Management/Fire Service to assist with any hazard.

3.1.3. 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 of the Fort Sill Fire & Emergency Services.

3.2. The Comanche County Emergency Management/Fire Service will –

3.2.1. On request to a Fire Chief or his designated representative of the Comanche County Emergency Management/Fire Service from a Fire Chief or his designated representative of the Fort Sill Fire & Emergency Services, the Comanche County Emergency Management/Fire Service firefighting equipment and personnel will be dispatched to any point within the firefighting jurisdiction of the Fort Sill Fire & Emergency Services to assist with any hazard.

3.2.2. 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.

3.3 Both Parties will –

3.3.1. Agree the Garrison liaison and Comanche County Emergency Management/Fire Service liaison will maintain close contact and notify each other as soon as possible of any adjustments required to procedures documented in this Agreement.

3.3.2. Agree that 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.

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3.3.3. Agree to inform the Public Affairs Office (PAO) when any on or off post media coverage is involved or other media releases. All photos and testimonials must be provided to PAO and obtain PAO approval prior to release. Comanche County Emergency Management/Fire Service may not invite media coverage without PAO approval.

3.3.4. Agree that any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

3.3.4.1. 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.

3.3.4.2. 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 that official except as specifically noted in paragraph 3.3.4.4.

3.3.4.3. 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.

3.3.4.4. 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 Comanche County Emergency Management/Fire Service normally provides coverage, the Chief of the Fort Sill Fire & Emergency Services or his representative may assume full command on arrival at the scene of the crash.

3.3.4.5. 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.

3.3.5. Agree that the requesting and responding departments will not bill for fuel, labor, etc.

3.3.6. Agree that 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.

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3.3.7. Agree that 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.

3.3.8. Agree that during the performance of this agreement, the participants will abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

4. **PERSONNEL:** Each party is responsible for all costs of its personnel including pay and benefits, support, travel and equipment. Each party is responsible for supervision and management of its personnel.

5. **GENERAL PROVISIONS:**

5.1. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MAA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the Garrison.

5.1.1.1. Agreement POC. Winona Morris, winona.f.morris.civ@mail.mil at (580) 442-3560; or Carleen Pilcher, carleen.l.pilcher.civ@mail.mil at (580) 442-3111.

5.1.1.2. Fire & Emergency Services POC. Clint Langford, clint.a.langford.civ@mail.mil, at (580) 442-3591.

5.1.2. Comanche County Emergency Management/Fire Service.

5.1.2.1. Michael Merritt, Director, em@comanchecounty.us at (580) 355-0535 (office) or (580) 351-8780 (cell), and fax (580) 355-9306.

5.1.2.2. Don Hawthorne, Chairman of the Board of County Commissioners for Comanche County, (580) 695-1543.

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MAA may be mailed to the following addresses.

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5.2.1. To the Garrison. Ms. Winona Morris, Garrison Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 NW Hamilton Road, Fort Sill, OK 73503-9004.

5.2.2. To Comanche County Emergency Management/Fire Service, 315 SW 5th Street, Suite 107, Lawton, OK 73501.

5.3. **REVIEW OF AGREEMENT:** This MAA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

5.4. **MODIFICATION OF AGREEMENT:** This MAA may only be modified by the written agreement of the Parties and duly signed by their authorized representative. Each Party shall provide sufficient advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

5.5. **DISPUTES:** Any disputes-relating to this MAA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19. The Garrison Commander has final decision making authority after consulting with all signatories.

5.6. **TERMINATION OF AGREEMENT:** This MAA may be terminated by either Party by giving at least 60 days written notice to the other Party. The MAA may also be terminated at any time upon the mutual written consent of the Parties.

5.7. **TRANSFERABILITY:** This Agreement is not transferable except with the written consent of the Parties. The document survives the departure or position change of any of the signatories.

5.8. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MAA embodies the entire agreement between the Parties regarding the MAA's subject matter.

5.9. **EFFECTIVE DATE:** This MAA takes effect beginning on the day after the last Party signs. It remains in effect for nine years or until amended, revised, superseded, or terminated by mutual consent or until canceled by 60 days written notice to the other Party.

5.10. **EXPIRATION DATE:** This Agreement expires nine years after the date of the last signature.


5.11. **CANCELLATION OF PREVIOUS AGREEMENT:** This MAA cancels and supersedes the previously signed agreement between the same Parties with the subject

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Mutual Aid Fire Protection Agreement, Agreement # PC02 and effective date of 5 June 2006.

6. AGREED:


For the Comanche County –



Don Hawthorne, Chairman



Gail Turner, Member



Johnny Owens, Member

For the Garrison –



SAMUEL W. CURTIS
COL, SF
Commanding

2 Apr 2017

(Date)



Carrie Tubbs, County Clerk





John Fleur, Assistant District Attorney