



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
CITY OF LAWTON FIRE DEPARTMENT**

SUBJECT: All Hazards Mutual Aid Fire Support Agreement (PL02)

This is a Mutual Aid Agreement (MAA) between the USAG/IMCOM, Fort Sill, and the City of Lawton Fire Department. When referred to collectively, the USAG/IMCOM, and City of Lawton Fire Department, 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 such as 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 City of Lawton Fire Department 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 will 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 preferable display tier agency identification batch upon entry at the Access Control Point (IE: County

SUBJECT: All Hazards Mutual Aid Fire Support Agreement (PL02)

Firefighter ID, Department ID, etc.). The Fort Sill Fire Dept. Incident Command will notify Fire Dispatch of the in-bound mutual aid fire responders and how many units that will be arriving to Fort Sill. Fire Dispatch will then notify the 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 City of Lawton Fire Department, the Fort Sill Fire & Emergency Services firefighting equipment and personnel will be dispatched to any point within the firefighting jurisdiction of the City of Lawton Fire Department 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.

3.1.4. Acting through this MOU, Fort Sill & Emergency Services agrees to respond with the Lawton Fire Department to the I-44 corridor that intersects the Fort Sill installation. It is understood that this corridor falls within the confines of the Lawton City Limits and as such is part of the Lawton Fire Department's response area. However, the parties recognize that due to the location of Fort Sill's Fire Station #1, in many instances Fort Sill Fire & Emergency Services may be able to provide for a quicker response in the event of an emergency. Therefore, this agreement is made by the parties in an effort to reduce the life safety risk for the citizens of both Fort Sill and Lawton.

3.2. The City of Lawton Fire Department will –

3.2.1. On request to a Fire Chief or his designated representative of the City of Lawton Fire Department from a Fire Chief or his designated representative of the Fort Sill Fire & Emergency Services, the City of Lawton Fire Department 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.

3.2.1. Provide equipment used by City of Lawton Fire Department to carry out this agreement. Personnel acting for the City of Lawton Fire Department under this agreement will be an employee or volunteer member of the City of Lawton Fire Department.

3.3 Both parties will –

3.3.1. Agree the Garrison liaison and City of Lawton Fire Department liaison will maintain close contact and notify each other as soon as possible of any adjustments required to procedures documented in this Agreement.

SUBJECT: All Hazards Mutual Aid Fire Support Agreement (PL02)

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.

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. City of Lawton Fire Department 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 City of Lawton Fire Department 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.

SUBJECT: All Hazards Mutual Aid Fire Support Agreement (PL02)

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.

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 MOA. 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.i.pilcher.civ@mail.mil at (580) 442-3111.

5.1.1.2. Fire & Emergency Services POC. Bobby Klein, bobby.j.klein.civ@mail.mil , at (580) 442-5172.

5.1.2. City of Lawton Fire Department.

5.1.2.1. Dewayne Burk, Fire Chief, dburk@cityof.lawton.ok.us, office (580) 581-3290, and fax (580) 581-3512.

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

SUBJECT: All Hazards Mutual Aid Fire Support Agreement (PL02)

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 City of Lawton Fire Department, Fire Prevention Division, 1701 SW Lee Blvd., Lawton, OK 73501-5698.

5.3. **REVIEW OF AGREEMENT:** This MOA 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 MOA 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 MOA 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 MOA may be terminated by either Party by giving at least 60 days written notice to the other Party. The MOA 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 MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.9 **LIABILITY:** All Federal agencies, including the U.S. Army, are subject to the Federal Tort Claims Act, 28 U.S. Code sections 2671-2680 (Act). The Act is a limited waiver of sovereign immunity, meaning the Government may be sued in tort for incidents arising out of any agent or employee's wrongful act or omission that was performed within the scope of that person's employment. The waiver of immunity is limited, but generally renders the Government liable as a private person would be under state law. The Army agrees that the Act applies to this agreement and the Army will be responsibility for any injury, damage, or loss compensable under the Act.

SUBJECT: All Hazards Mutual Aid Fire Support Agreement (PL02)

5.10. **EFFECTIVE DATE:** This MOA 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.

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

5.12. **CANCELLATION OF PREVIOUS AGREEMENT:** This MOA cancels and supersedes the previously signed agreement between the same parties with the subject Mutual Aid Fire Protection Agreement, Agreement # PL02 and effective date of 5 June 2007.

6. AGREED:

For the City of Lawton Fire Department –

For the Garrison –



DEWAYNE BURK
Fire Chief
City of Lawton Fire Department



(Date)



SAMUEL W. CURTIS
COL, SF
Commanding



(Date)