



**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**

**MUTUAL AID AGREEMENT (MAA) BETWEEN
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL
AND
WICHITA MOUNTAINS WILDLIFE REFUGE**

SUBJECT: Mutual Aid Agreement (MAA) For All Hazards And Fire Support (PW01)

This is a Mutual Aid Agreement (MAA or Agreement) between the USAG/IMCOM, Fort Sill, and the U.S. Fish and Wildlife Service Wichita Mountains Wildlife Refuge (Refuge). When referred to collectively, the USAG/IMCOM and Wichita Mountains Wildlife Refuge 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.
- 1.3. National Wildlife Refuge System, 16 U.S.C 668(dd).
- 1.4. Department of Interior Departmental Manual, Part 620 (Wildland Fire Management).
- 1.5. Fish and Wildlife Coordination Act, 16 U.S.C. 661-666(c).
- 1.6. Fish and Wildlife Act of 1956, 16 U.S.C 742(f) et. seq.
- 1.7. DoDI 400.19 (Support Agreements), 25 April 2013

2. PURPOSE: To set forth the conditions under which both Parties may reciprocally benefit from mutual aid. The Refuge has capacity to provide response assistance to hazards such as wildfires, search and rescues, floods, and plane crashes, and non-emergency activities such as prescribed fire burns and training. Fort Sill can provide assistance with all hazards.

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3. RESPONSIBILITIES OF THE PARTIES:

3.1. The Garrison will –

3.1.1. Admit Wichita Mountains Wildlife Refuge personnel onto the installation who provide identification as may be required by the Provost Marshall, IMCOM or DoD Policy or regulation. All Refuge staff 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 Refuge staff members will be cleared for entry onto Fort Sill without vetting. Refuge staff should be in a government-issued vehicle that preferably displays their agency identification badge for entry at the Access Control Point. 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 Wichita Mountains Wildlife Refuge, dispatch Fort Sill Fire & Emergency Services firefighting equipment and personnel to any point within the firefighting jurisdiction of the Wichita Mountains Wildlife Refuge 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 Wichita Mountains Wildlife Refuge will –

3.2.1. On request to a Fire Chief or his designated representative of the Wichita Mountains Wildlife Refuge from a Fire Chief or his designated representative of the Fort Sill Fire & Emergency Services, dispatch Wichita Mountains Wildlife Refuge firefighting equipment and personnel 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 Wichita Mountains Wildlife Refuge to carry out this Agreement. Personnel acting for the Wichita Mountains Wildlife Refuge under this Agreement will be an employee of the Wichita Mountains Wildlife Refuge.

3.3. Both Parties will –

3.3.1 Ensure their personnel are current with required training according to each agency's respective policies. This agreement does not obligate the Department of the Interior, the

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Department of the Army, United States Army Garrison/IMCOM Fort Sill, or the Refuge to any current or future expenditure of resources and funds in advance of the availability of appropriations from Congress. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving contribution of funds between parties of this Agreement will be handled in accordance with applicable laws, regulations, and procedures.

3.3.2. Agree the Garrison liaison and Wichita Mountains Wildlife Refuge liaison will maintain close contact and notify each other as soon as possible of any adjustments required to procedures documented in this Agreement.

3.3.3. 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.

3.3.4. Agree to inform the Garrison Public Affairs Office (PAO) when any on or off post media coverage is involved or other media releases are planned. All photos and testimonials must be provided to PAO and obtain PAO approval prior to release. Wichita Mountains Wildlife Refuge may not invite media coverage without PAO approval.

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

3.3.5.1. 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.

3.3.5.2. 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 3.3.5.4.

3.3.5.3. 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.

3.3.5.4. 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 Wichita Mountains Wildlife Refuge 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.

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3.3.5.5. 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.

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

3.3.7. 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 installations for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

3.3.8. 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.

3.3.9. Agree that during the performance of this Agreement, the Parties 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. 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) 442-6010.

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5.1.2. Wichita Mountains Wildlife Refuge.

5.1.2.1. Tony Booth, Refuge Manager, tony_booth@fws.gov at (580) 429-2112.

5.1.2.2. Jay Mickey, District Fire Management Officer, jay_mickey@fws.gov at (580) 429-2114 (office) or (580) 351-8756 (cell).

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

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 Wichita Mountains Wildlife Refuge, 32 Refuge Headquarters, Indianola, OK 73552-9760.

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.

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 45th 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.

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

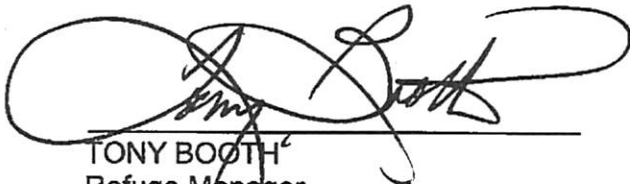
5.11. **CANCELLATION OF PREVIOUS AGREEMENT:** This MAA cancels and supersedes the previously signed Agreement between the same Parties with the subject Mutual Aid Fire Protection Agreement, Agreement # PW01 and effective date of 31 May 2006.

5.12. No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.


AGREED:

For the Wichita Mountains Wildlife Refuge –

For the Garrison –



TONY BOOTH
Refuge Manager
Wichita Mountains Wildlife Refuge



SAMUEL W. CURTIS
COL, SF
Commanding

May 4, 2017
(Date)

8 May 2018
(Date)