DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON - FORT HUACHUCA
2837 BOYD AVENUE
FORT HUACHUCA, ARIZONA 85613-7001

MEMORANDUM OF UNDERSTANDING
BETWEEN
US ARMY GARRISON, FORT HUACHUCA (USAG)
AND
FIRE DEPARTMENTS OF LOCAL COMMUNITIES
(Fire Protection / Mutual Fire Fighting Contingency Aid)

SUBJECT: Fire/Emergency Services (Mutual Aid), Agreement Number: IM-W91QUS-21-028-MOU

1. References:

a. DoDI 4000.19, Support Agreements.

b. DoDI 6055.6, DoD Fire and Emergency Services Program.

c. AR 420-1. Army Facilities Management (Chapter 25-Fire and Emergency Services).

d. 43 U.S.C. § 1736 (b), Federal Land Policy and Management Act of 1976.

e. 15 U.S.C. § 2210, Reimbursement for costs of firefighting on Federal property.

f. 42 U.S.C. § 1856a, Authority to enter into reciprocal agreement; waiver of claims; reimbursement, ratification of prior agreements.

2. Purpose. This Memorandum of Understanding (MOU) formalizes the relationship between the Commander, US Army Garrison, Fort Huachuca (hereinafter referred to as the Army), and the Fire Departments of the Local Communities to Fort Huachuca (hereinafter referred to as the Fire Departments) in providing fire, rescue, Hazardous Materials (HazMat) and Emergency Medical Services (EMS) support to the Army at Fort Huachuca, Arizona, and for the Army to provide fire, rescue, HazMat and EMS support to the Fire Departments. Fire/EMS support is described as any fire or EMS management, or rehabilitation action requested by the receiving agency and performed by the sending agency.

3. General Terms. This Agreement provides a basis for cooperation between the parties, the Army and the Fire Departments, on all aspects of fire/emergency services and management. In addition, it will facilitate the cooperative use of resources. It is in the best interest of the government to provide assistance when parties determine that assistance is needed.

4. Understandings.

a. On request to an authorized representative of the Army (Fort Huachuca) by a representative of the Fire Departments, fire and emergency services equipment and personnel of the Army will be dispatched when available to any point within the area for which the Fire Departments normally provide fire protection as designated by the representative of the Fire Departments.

b. On request to a representative of the Fire Departments by an authorized representative of the Army (Fort Huachuca), fire/emergency services equipment and personnel of the Fire Departments will be dispatched when available to any point within the firefighting jurisdiction of the Army (Fort Huachuca).

c. 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.

d. 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 the 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/emergency services.

(4) If a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Fire Departments normally provides fire protection, the Chief of the Army (Fort Huachuca) Fire Department or their representative may assume full command on arrival at the scene of the crash.

(5) Beyond the provisions above, each Party of this MOU is responsible for supervision and management of its personnel.

e. Each party hereby waives all claims against every other party for compensation for 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.

f. Consistent with 42 U.S.C. § 1856a, reimbursement may be sought of any party for all or any part of the cost incurred by such party in furnishing fire protection for on behalf of any other party.

g. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with the local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and training exercises.

h. The technical leaders of the fire departments 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.

i. All equipment used by the Fire Departments in carrying out this agreement will be owned by the Fire Departments; and all personnel acting for the Fire Departments under this agreement will be an employee or volunteer of the Fire Departments.

j. This agreement will be reviewed by the Parties no later than 1 October 2026. Any changes to this agreement by the Parties will be made during this review. If changes are made to the agreement, the document will be re-published, signed, and distributed to the Parties through operational sections.

k. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other parties, giving thirty (30) days notice of said cancellation.

5. Pursuant to Section 22, Title 41, United States Code, no member of, or delegate to, Congress will be admitted to any share or part of this instrument, or benefits that may arise there from.

6. This MOU is executed as of the last date shown below and expires ten years after that date, at which time it will be subject to review, renewal, or expiration.

7. Resources. This MOU does not document or provide for the exchange of funds or manpower between the Parties; nor does it make any commitment of funds or resources. Nothing herein will be construed as obligating the Fire Departments or the Army (Fort Huachuca) to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of funding approved and made for payment under this instrument and modification thereto.

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8. Points of Contact.

Director of Emergency Services (Fort Huachuca)
Darren W. Crossley
U.S. Army Garrison, Fort Huachuca
Fort Huachuca, AZ 85613-7012
Phone (520) 533-3232

Fort Huachuca Fire Chief
Chief Bradley Nicholson
US Army Garrison, Fort Huachuca
Fort Huachuca, AZ 85613-7012
Phone (520) 533-8376

Fort Huachuca Environmental Chief
Dawn Rohr
US Army Garrison (DPW), Fort Huachuca
Fort Huachuca, AZ 85613-6000
Phone (520) 533-5215

Fort Huachuca Forester
Shane Hall
US Army Garrison (DPW), Fort Huachuca
Fort Huachuca, AZ 85613-6000
Phone (520) 533-5701

City of Sierra Vista Fire Department
Chief Brian Jones
675 Giulo Cesare Ave.
Sierra Vista, Arizona 85635
Phone (520) 417-4400

City of Douglas Fire Department
Chief Kevin Lomeli
1400 10th Street
Douglas, Arizona 85607
Phone (520) 417-7371

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Fry Fire District (Fire Department)
Chief Mark Savage
4817 S. Apache Ave,
Sierra Vista, Arizona 85650
Phone (520) 378-2665

Palominas Fire District (Fire Department)
Chief Jon Buonaccorsi
9902 South Palominas Road
Hereford, Arizona 85615
Phone (520) 803-9919

Whetstone Fire District (Fire Department)
Interim Chief Sam Foster
2422 N. Firehouse Lane
Huachuca City, Arizona 85616
Phone (520) 456-1717

Sonoita-Elgin Fire District (Fire Department)
Chief Jon Buonaccorsi
P.O. Box 322
Sonoita, Arizona 85637
Phone (520) 455-5854

City of Benson Fire Department
Chief Keith Spangler
375 E 7th Street
Benson, Arizona 85602
Phone (520) 586-9832

IN WITNESS WHERE OF, the parties hereto have executed this agreement as of the last date written below.

ACCEPTANCE for the US Army Garrison, Fort Huachuca, Arizona

By: _____ Date 21 Sep 2021
JARROD MORELAND
Colonel, MI
Commanding

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ACCEPTANCE for the Mutual Aid Partners of the Local Communities

By: _____ Date 28 Sep 2021
BRIAN JONES
Fire Chief
City of Sierra Vista Fire & Medical Services

By: _____ Date 2/3/22
KEVIN LOMELI
Fire Chief
City of Douglas Fire Department

By: _____ Date 28 SEPT. 2021
MARK SAVAGE
Fire Chief
Fry Fire District (Fire Department)

By: _____ Date 2-10-2022
JON BUONACCORSI
Fire Chief
Palominas Fire District (Fire Department)

By: _____ Date 10/28/2021
ROBERT JARVIS JR.
Fire Chief
Whetstone Fire District (Fire Department)

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By: Jonath E. Buonaccorsi Date 2-10-2022

JON BUONACCORSI
Fire Chief
Sonoita-Eglin Fire District (Fire Department)

By: Keith Spangler Date 3-15-22

KEITH SPANGLER
Fire Chief
City of Benson Fire Department