

**MUTUAL AID & ASSISTANCE AGREEMENT  
BETWEEN  
U.S. ARMY GARRISON, YUMA PROVING GROUND  
AND  
CITY OF YUMA, ARIZONA**

SUBJECT: Reciprocal Agreement for Aid and Assistance between United States Army Garrison, Yuma Proving Ground (USAG YPG) and City of Yuma

1. BACKGROUND: This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and City of Yuma (COY) is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

2. REFERENCES/AUTHORITIES:

- a. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements
- b. 44 CFR Part 151 – Reimbursement for costs of firefighting on Federal property
- c. DoDI 6055.06, DoD Fire and Emergency Services Program
- d. DoDI 6055.17, DoD Emergency Management (EM) Program
- e. DoDI 7000.14R, Financial Management Regulations
- f. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities
- g. Army Regulation (AR) 5-9, Installation Agreements
- h. AR 420-1, Army Facilities Management, Chapter 25, Fire and Emergency Services
- i. AR 525-27, Army Emergency Management Program
- j. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety

3. PURPOSE: To secure for both parties the benefits of reciprocal aid and assistance agreement for fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and

advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions with respect to property located in the vicinity of areas where the parties maintain fire and emergency medical facilities.

#### 4. UNDERSTANDING OF THE PARTIES:

a. On request to a representative of the USAG YPG Fire Department by a representative of the COY Fire Department, firefighting equipment and personnel of the USAG YPG Fire Department will be dispatched when available to any point within the area for which the COY Fire Department normally provides fire protection as designated by the representative of the COY Fire Department.

b. On request to a representative of the COY Fire Department by a representative of the USAG YPG Fire Department, firefighting equipment and personnel of the COY Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the USAG YPG Fire Department.

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.

#### 5. GENERAL PROVISIONS: Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. 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.

b. 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.

c. 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.

d. If a crash of aircraft operating out of USAG YPG owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the COY Fire Department normally provides fire protection, the Chief of the USAG YPG Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

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. 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 local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

g. The technical heads 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.

h. All equipment used respectively by USAG YPG Fire Department or COY Fire Department in carrying out this agreement will be owned by the USAG YPG Fire Department or COY Fire Department respectively, and all personnel acting for USAG YPG Fire Department or COY Fire Department under this agreement will be an employee or volunteer member of their respective USAG YPG Fire Department or COY Fire Department.

i. Effective date. 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 party, giving thirty (30) days notice of said cancellation.

j. Review and Modification. The parties will review the agreement biennially and give notice if modifications appear necessary.

CITY OF YUMA, a municipal Corporation

By \_\_\_\_\_  
Jay Simonton  
Acting City Administrator

\_\_\_\_\_  
KENNETH O. MUSSELWHITE, SR.  
Garrison Manager  
USAG Yuma Proving Ground

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Richard Files  
City Attorney

ATTEST:

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Lynda Bushong  
City Clerk

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GERALD E. BALL  
Fire Chief  
USAG Yuma Proving Ground

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Date