



DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
INSTALLATION DIRECTORATE-TRAINING  
HEADQUARTERS, UNITED STATES ARMY GARRISON  
1 KARKER STREET, BUILDING 4, SUITE 5900  
FORT BENNING, GEORGIA 31905-4500

**MEMORANDUM OF AGREEMENT BETWEEN**

**U.S. ARMY GARRISON, FORT BENNING, GA**

**AND**

**STATE OF GEORGIA COUNTIES  
(DAWSON, FANNIN, GILMER, HALL, LUMPKIN, UNION, WHITE)  
IM-W909H3-23-00X-MOA**

**SUBJECT:** All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement

This All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement (“Agreement”) is entered into by, between, and among the political subdivisions located wholly or partially within the State of Georgia and United States Army Garrison-Fort Benning that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, “the Parties.”)

**1. References.** See Annex E and Addendum

**2. Purpose.** This Agreement creates a systematic approach to expedite local and regional mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the U.S. Army Fort Benning, local governmental bodies, and regional emergency responders when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

**3. Definitions.**

a. Agreement – This All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement, duly executed.

b. Assisting Party – The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

c. Immediate Approval – Requests for support that require immediate approval when imminent loss of life, limb or eyesight is likely without additional assistance.

d. Pre-coordinated Approval – Requests for non-exigent support that are accomplished through deliberate staffing and higher-level authority approval.

e. Emergency – Any occasion or instance in which assistance is needed to reduce or eliminate an immediate threat to life, protect public health and safety, and to protect

improved property that is significantly threatened due to disasters or emergencies.

**4. Scope.** The intent is to share professional personnel, specialized equipment, facilities, services, and any other resources required for support during an emergency or disaster. It is understood that the Agency requesting mutual aid will have exhausted the use of internal resources before requesting mutual aid from an external participating jurisdiction/agency. Specifically, a mutual aid request can be under exigent conditions to save lives, prevent human suffering, or to mitigate excessive property damage, or it can stem from a non-exigent situation requiring pre-coordinated support. The Incident Commander's (IC) primary means to formally request mutual aid assistance is through the applicable E-911 center. Understandably, agency heads may additionally communicate these requests informally among themselves. Request(s) for assistance will ultimately be approved by the appropriate jurisdiction/agency head. At Fort Benning, GA, the Garrison Commander serves as the approval authority for use of Fort Benning resources.

**5. Understanding.** The first responsibility of the parties to this Agreement is to the residents of their respective jurisdictions and to their respective agencies. There are two broad categories of support requests: **Immediate Approval** (when without assistance there is imminent loss of life, limb, or eyesight) and **Pre-Coordinated Approval** (accomplished through deliberate staffing and higher-level authority approval). Examples of Pre-Coordinated Approval may be event support or equipment loans using a lease arrangement.

**6. Agreement.** Parties to this Agreement will provide emergency first responder support and services to the maximum extent possible within the law.

**a. Applicability.** This Agreement applies to Fort Benning, GA, and the signatories on this Agreement. Overall command and control will occur through the Incident Command System (ICS). Responding agencies will report to the Incident Command Post, position their vehicles and equipment in a staging area, and the element leader will report to the IC on site. The element leaders will provide the IC with basic information about their capabilities and receive a briefing about the jurisdiction areas, tasks, and other relevant information concerning the incident and mission.

**b. Standardization.** National Incident Management System (NIMS). This Agreement requires participating jurisdictions, at their own cost, to adopt and fully implement a standardized NIMS as directed by Homeland Security Presidential Directive-5.

1) Participating agencies will implement the NIMS during all emergency responses.

2) Participating agencies will use plain language to ensure good communications among all participating agencies.

3) This Agreement shall also encourage cooperation between participating agencies in the development of standardized incident action plans for any hazardous,

high occupancy, or industrial type sites or facilities. This Agreement encourages participating jurisdictions to conduct emergency or disaster-related exercises, testing, or other training activities outside declared emergency periods to maximize response efficiencies and interoperability between participating agencies.

4) All participating agencies 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-planning and drills. In addition, participating agencies are invited and encouraged to:

- Conduct joint training, planning, and intelligence sharing and threat assessment development.

- Identify and inventory the current services, equipment, supplies, personnel, and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating agency.

- Provide updated names, e-mail addresses and phone numbers as needed to implement an efficient and effective request/response.

- Maintain required NIMS personnel qualifications. Participating agencies will ensure that responding personnel meet the qualifications as established by the NIMS Integration Center. The qualifications of key personnel will be entered into a regional database and also entered into the NIMS Integration Center database. Each participating agency will ensure its personnel information in these databases is kept current.

**c. Reimbursement.** Each participating agency agrees that it will not seek reimbursement for normal immediate response operating costs from the agency requesting mutual aid assistance. For extended operations and planned events, each participating agency hereby recognizes that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each participating jurisdiction hereby reserves the right to seek reimbursement from the other agency for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

1) **Off-Post agency assistance to Fort Benning** - For minor costs, the miscellaneous payment guide will be used to reimburse local governments. Payment under this process will be made via the Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. To ensure compliance with fiscal law,

Fort Benning Directorate of Emergency Services (DES) will process a standing SF1034 before any services/incidentals are provided to ensure availability and obligation of funds before services are rendered. After the incident/event, Fort Benning DES will submit an invoice for payment through the General Fund Enterprise Business System (GFEB) with supporting documentation. The initial obligation can be adjusted to the actual amount at that time.

2) **Fort Benning assistance to an off-post agency** - When Fort Benning DES is required to provide reimbursable services in accordance with (IAW) this Agreement, the assisted agency must provide payment up front. Checks should be made payable to the "United States Treasury" and mailed to the DES Budget Analyst at:

Staff Budget Branch  
Program Budget Division-  
Garrison RMO IMBE-RM  
7533 Holtz Street, Building 70, Suite 2085  
Fort Benning, GA 31905

**d. Insurance.** Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage or a comparable self-insurance program, including comprehensive liability, personal injury, property damage, automobile, worker's compensation, and, if applicable, professional liability insurance.

**e. Waivers.** Each Party hereto waives all claims against other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the obligations contained herein.

**f. Immunity.** All activities performed under this agreement are deemed hereby to be governmental functions. The U.S. Army and participating political sub- divisions/ agencies, including their employees acting in their official capacity, shall not be liable for the death or injury of persons, or damage to property when complying, or attempting to comply, with the agreement, except to the extent permitted by the Federal Tort Claims Act (28 USC 2671 et. al.) in the case of the U.S. Army or applicable state and/or local statutes in the case of political subdivisions/agencies. This Agreement provides no immunity, rights or privileges for any individual who is not requested and/or authorized to respond to an emergency or disaster on behalf of a participating agency.

**g. Dispute Resolution.** Should a dispute arise between participating agencies under or related to this Agreement, the participating agencies agree that within 30 days after notice of the dispute from one participating agency to the other, the participating agencies will attempt to resolve the dispute through negotiations. If such negotiations

reach an impasse, the participating agencies agree that within 60 days of the date of the Notice of an impasse, the agencies will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The selection of any neutral third party will be by agreement of the Parties, and the cost of any neutral third-party participant will be equally divided among the agencies with the dispute. If such ADR proceeding does not result in resolution of the dispute, the participating agencies may separately pursue any other lawful remedy. However, participating agencies agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Participating jurisdictions agree that the terms of this clause will be considered the “Administrative Remedies” that must be exhausted prior to initiation of any formal litigation.

**h. Public Information Releases.** All media releases and statements will be mutually agreed upon and jointly handled according to participating guidelines. Press releases will conform to Department of Defense (DoD) press release guidelines. No information release will be issued without U.S. Army Public Affairs coordination and approval.

## **7. Requesting Support and Precedence.**

**a. Immediate Response.** This Agreement may provide mutual aid capabilities under Immediate Response Authority criteria. This authority must be exercised IAW DoD Directive (DoDD) 3025.18 paragraph 4.i. See *also* 42 U.S.C. §1856b. The Fort Benning Garrison Commander is the release authority for immediate response mutual aid. Immediate Response Authority must generally meet the following criteria:

- 1) There is a request from civil authorities for assistance with imminently serious conditions.
- 2) Time does not permit approval from higher headquarters.
- 3) Immediate notification will be made to the chain of command.
- 4) It ends when the necessity expires and must be reassessed not later than 72 hours after the request was received.

**b. Pre-Coordinated Agreements.** Separate agreements may be developed for additional support that does not meet Immediate Response Authority criteria. Examples are Equipment, Services, and Support. Pre-Coordinated Agreements include the following:

- 1) Memorandums of Agreement.
- 2) Intergovernmental Support Agreements.

3) Leases.

4) Contracts

**8. Request Procedures.** All initial requests for mutual aid will flow through E911 centers. During extended operations and once agency/installation/jurisdiction Emergency Operations Centers (EOC) are activated, information, reporting, requesting, etc., may be rerouted to appropriate staff within the EOC. During these extended operations with more structured Incident Command Posts and EOCs functioning, the Incident Commander or Operations Officer will redirect supporting agencies to the appropriate Points of Contact (POCs) within the EOCs. During a mutual aid request, the authorized requestor should provide the following information to the applicable E- 911 Center when requesting mutual aid assistance: (5Ws)

a. MUTUAL AID REQUEST FORMAT - Information required to support this type of request:

1) WHO is the requesting agency? Name, Phone Number, and Agency of requesting official.

2) WHAT specific type of asset is being requested? The amount and type of personnel, services, specialized equipment, or vehicles requested.

3) WHEN time and date asset is needed? Date and Time assets are requested.

4) WHERE does the asset need to be deployed to? A specific location to which the command and control, personnel, specialized equipment, or vehicles are to be dispatched. This location can be an address, intersection, or coordinates.

5) WHY is the asset required? Are local and regional assets depleted or no assets of the type needed are available?

b. DEPLOYMENT / INTEGRATION / RELEASE

1) DEPLOYMENT/DISPATCH - Upon official mutual aid request, *if available*, the responding participating agency shall dispatch command and control, personnel, specialized equipment, or vehicles to any point within the area for which the requesting participating agency normally provides services. If the responding participating agency is not able to dispatch the applicable resources, then its E-911 center will notify the Incident Commander, or a member of the Incident Commander's General Staff, to expedite the dispatch of secondary resources.

2) ARRIVAL - The responding agency's senior officer will report to the Incident Commander or Accountability Officer and will be subject to the Incident Commander's orders. If a DoD-owned or operated aircraft, or a military aircraft of any foreign nation

crashes within the participating jurisdiction where they normally provide emergency services, the Fort Benning Fire Chief, any Fort Benning Executive Fire Officer, or the first on-scene Fort Benning senior fire officer may assume Incident Command upon arrival at the scene of the aircraft crash.

3) TASKINGS - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will determine the mission requirements and match the responding agencies resources for the operational plan of the incident.

4) IC IN-BRIEF - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will provide the participating agency's senior officer with give complete details of the mission and any other information or intelligence as deemed necessary. Communications procedures will also be established during the IC In-Brief.

5) HAZMAT - Any hazardous materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. When the properties of a released material are not known and all technical resources available have been used, the material will be considered hazardous until stated otherwise by the Incident Commander or the Operations Officer. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting mutual aid agency.

6) INCIDENT TERMINATION - Upon incident termination, when the responding participating agencies', services are no longer required, or when their services are required within their own emergency services areas of responsibility, the Incident Commander will release the responding participating agencies.

**9. Termination.** Any party to this Agreement may terminate its participation in the Agreement at any time by providing all signatories to the Agreement thirty (30) days written notice.

**10. Other Mutual Aid Agreements.** This Agreement shall supersede all agreements related to the same subject matter, written or verbal, between the parties.

**11. Entirety.** This Agreement constitutes the entire understanding of the parties and shall not be modified, amended, or altered except by a writing signed by all parties.

**12. Term.** This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for two (2) years from that date. The Fort Benning Garrison Commander must annually review this agreement for financial feasibility. The agreement in its entirety must be reviewed and updated every two years by the parties, in accordance with Army Regulation 420-1.

**13. Expending Funds.** Each party that performs services or furnished aid pursuant to this agreement shall do so with funds available to that Party. No Party shall have any

liability for the failure to expend funds to provide aid hereunder. Further, nothing in this agreement shall obligate U.S. Army Garrison-Fort Benning to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351.

**14. Third Parties.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

**15. Warranty.** The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to the Agreement.

**16. Effective Date and Parties.** This All Hazard – All Emergency Mutual Aid Assistance Agreement (Agreement) is made and entered into this **DD** day of **MM YYYY**, between the Secretary of the Army acting by and through the Commander, Fort Benning Garrison, Georgia and the below participating jurisdictions. The authority to enter into this Agreement is set forth pursuant to the authority in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services Program* and Army Regulation 420-1 *Army Facilities Management*, Chapter 25.

**Staffing and Coordination.**

**Dawson County Clerk**

POC: Kristen Cloud  
[kcloud@dawsoncountyga.gov](mailto:kcloud@dawsoncountyga.gov)  
25 Justice Way, Suite 2235  
Dawson County, GA 30534  
(706) 344-3501

**Dawson County Sheriff**

POC: Sheriff Jeff Johnson  
[johnson@dawsoncountysheriff.org](mailto:johnson@dawsoncountysheriff.org)  
Enforcement Center  
19 Tucker Ave.  
Dawson County, GA 30534  
(706) 344-3535, ext.20051

**Fannin County Sheriff Office**

POC: Sheriff Dane Kirby  
[dkirby@fannincountyga.org](mailto:dkirby@fannincountyga.org)  
645 W. First Street,  
Blue Ridge, GA 30513  
(706) 632-2044

**Fannin County Fire**

Fire Chief: Larry Thomas  
[lthomas@fannincountyga.org](mailto:lthomas@fannincountyga.org) Law  
20 Station Ridge  
Blue Ridge, GA 30513  
(706) 632-4711



**Dawson County Fire**

POC: Fire Chief/EMA Director  
[tleist@dawsoncountyga.gov](mailto:tleist@dawsoncountyga.gov)  
393 Memory Lane  
Dawson County, GA 30534  
(706) 344-3500 ext.44504  
Troy Leist

**Fannin County EMA**

POC: Robert Graham  
[rgraham@fannincountyga.org](mailto:rgraham@fannincountyga.org)  
20 Station Ridge  
Blue Ridge, GA 30513  
(706) 632-1958

**Fannin County Commissioner**

POC: Chairman Jamie Hensley  
[jhensley@fannincountyga.org](mailto:jhensley@fannincountyga.org)  
(706) 632-2203

**Gilmer County Sheriff**

POC: Stacy L. Nicholson  
[sheriffnicholson@ellijay.com](mailto:sheriffnicholson@ellijay.com)  
1 Broad Street, suite 103,  
Ellijay, GA 30513  
(706) 635-4162

**Hall County Commissioner**

POC: Chairman Richard Higgins  
[rhiggins@hallcounty.org](mailto:rhiggins@hallcounty.org)  
2875 Browns Bridge Rd  
Gainesville, GA 30503  
(770) 535-8288

**Hall County EMA Director**

POC: Zach Brackett  
[zbrackett@hallcounty.org](mailto:zbrackett@hallcounty.org)  
470 Crescent Drive  
PO Box 907730  
Gainesville, GA 30501  
(770) 531-3132

**Gilmer County Commissioner**

POC: Chairman Charlie Paris  
[cparis@gilmercounty-ga.gov](mailto:cparis@gilmercounty-ga.gov)  
1 Broad Street, Suite 103,  
Ellijay, GA 30540  
(706) 635-4361

**Gilmer Public Safety Director**

POC: Keith Kucera  
[kkucera@gilmercounty-ga.gov](mailto:kkucera@gilmercounty-ga.gov)  
325 Howard Simmons Road  
Ellijay, GA 30540  
(706) 635-1333

**Gilmer County Fire**

POC: Chief Daniel Kauffman  
[dkauffman@gilmercounty-ga.gov](mailto:dkauffman@gilmercounty-ga.gov)  
(706) 635-1334

**Lumpkin County Sheriff**

POC: Sheriff Stacy M. Jarrard  
[stacy.jarrard@lumpkincounty.gov](mailto:stacy.jarrard@lumpkincounty.gov)  
385 East Main Street  
Dahlonega, GA 30533  
(706) 482-2623

**Lumpkin County Fire**

POC: David Wimpy  
[david.wimpy@lumpkincounty.gov](mailto:david.wimpy@lumpkincounty.gov)  
57 Pinetree Way  
Dahlonega, GA 30533  
(706) 864-3030

**Union County Commissioner**

POC: Chairman Lamar Paris  
[commissioner@uniongov.com](mailto:commissioner@uniongov.com)  
65 Courthouse Street, Suite 1  
Blairsville, GA 30512  
(706) 439-6000

**Hall County Sheriff**  
POC: Sheriff Gerald Couch  
[sheriff@hallcounty.org](mailto:sheriff@hallcounty.org)  
2859 Browns Bridge Road  
Gainesville, GA 30504  
(770) 531-6900

**Union County Fire**  
POC: Chief R. David Dyer  
[ucfd@uniongov.com](mailto:ucfd@uniongov.com)  
507 Shoe Factory Rd  
Blairsville, GA 30512

**Lumpkin County Commissioner**  
Chairman Chris Dockery  
[Chris.dockery@lumpkincounty.gov](mailto:Chris.dockery@lumpkincounty.gov)  
Courthouse Hill  
Dahlonega, GA 30533  
(706) 864-3742

**White County Public Safety Director**  
POC: David Murphy  
[dmurphy@whitecounty.net](mailto:dmurphy@whitecounty.net)  
1241 Helen Highway, Suite 100  
Cleveland, GA 30528  
(706) 865-9500

**White County Sheriff Training and Certification**  
POC: Daren Welborn  
[dwelborn@whitecounty.net](mailto:dwelborn@whitecounty.net)  
1210 Hulsey Road  
Cleveland, GA 30528  
(706) 865-5177

**Union County Sheriff**  
POC: Sheriff Mack Mason  
[sheriffmason@unioncountysoga.org](mailto:sheriffmason@unioncountysoga.org)  
378 Beasley Street  
Blairsville, GA 30512  
(706) 439-6066

**Hall County Fire Chief**  
POC: Chris Armstrong  
[carmstrong@hallcounty.org](mailto:carmstrong@hallcounty.org)  
470 Crescent Drive  
PO Box 907730  
Gainesville, GA 30501  
(770) 531-6838

**White County Commissioner POC:**  
POC: Chairman Travis Turner  
[travis.turner@whitecounty.net](mailto:travis.turner@whitecounty.net)  
1235 Helen Way  
Cleveland, GA 30528  
(706) 865-2235

**White County Fire**  
POC: Chief Michael LeFevre  
[mlefevre@whitecounty.net](mailto:mlefevre@whitecounty.net)  
1241 Helen Highway, Suite 100  
Cleveland, GA 30528  
(706) 865-9500

**White County Sheriff**  
POC: Rick Kelly  
[rkelly@whitecounty.net](mailto:rkelly@whitecounty.net)  
1210 Hulsey Road  
Cleveland, GA 30528  
(706) 865-5177

**1. Signatures.**

"By its signature on this Agreement, Fort Benning acknowledges its role in the accomplishment of the Agreement's objectives. However, nothing in this Agreement abrogates existing law and regulation regarding Fort Benning's ability to accomplish the same or its potential liability should it be able to do so. By their signatures, the participating jurisdictions acknowledge that certain limitations/requirements may exist under current law and regulation which affect Fort Benning's participation."

IN WITNESS WHEREOF, the participating jurisdictions hereto have executed this Agreement on the day, month and year written indicated.

\_\_\_\_\_  
COL Colin P. Mahle  
Commander  
U.S. Army Garrison,  
Fort Benning, GA

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
LTC Christopher Green  
Commander 5<sup>th</sup> RTB  
Dahlongega, GA

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Billy Thurmond, Chairman  
Dawson County, GA

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Troy Leist, Fire Chief/EMA Director  
Dawson County, GA

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Kristen Cloud, Clerk  
Dawson County, GA

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Sheriff Jeff Johnson  
Sheriff, Dawson County, GA

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Robert Graham, EMA Director  
Fannin County, GA

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Larry Thomas,  
Fire Chief/Deputy  
Fannin County, GA

\_\_\_\_\_  
(Date)

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Sheriff Dane Kirby  
Sheriff  
Fannin County, GA

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(Date)

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Jamie Hensley, Chairman  
Fannin Board of Commissioners  
Fannin County, GA

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(Date)

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Charlie Paris, Chairman  
Gilmer Board of Commissioners  
Director Ellijay, GA

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(Date)

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Keith Kucera  
Gilmer County, Public Safety  
Ellijay, GA

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(Date)

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Daniel Kauffman, Fire Chief  
Gilmer County, GA

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(Date)

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Sheriff Stacy L. Nicholson  
Sheriff, Gilmer County, GA

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(Date)

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Zach Brackett, EMA Director  
Hall County, GA

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(Date)

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Chris Armstrong, Fire Chief  
Hall County, GA

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(Date)

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Richard Higgins, Chairman  
Hall County Board of Commissioners  
Hall County, GA

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(Date)

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Chris Dockery, Chairman  
Board of Commissioners  
Lumpkin County, GA

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(Date)

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Sheriff Gerald Couch  
Sheriff, Hall County, GA

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(Date)

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Fire Chief David Wimpy  
Lumpkin County EMA Director

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(Date)

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Sheriff Stacy M. Jarrard  
Lumpkin County, Commission, GA  
Lumpkin County, GA

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(Date)

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Fire Chief R. David Dyer  
Union, County, GA

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(Date)

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Lamar Paris, Sole Commissioner  
Union County, GA

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(Date)

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Travis Turner, Chairman  
Board of Commissioners  
White County, GA

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(Date)

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Sheriff Mack Mason  
Sheriff, Union County, GA

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(Date)

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David Murphy, Public Safety Director  
White County, GA

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(Date)

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Michael LeFevre, Division Fire Chief  
White County, GA

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(Date)

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Rick Kelly, Sheriff  
White County, GA

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(Date)

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Mike Renshaw, County Manager  
White County, GA

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(Date)

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**ANNEX A  
(Notification Procedures)**

All participating jurisdictions shall follow the individual city, department, commission, and organization notification/contact below procedures for requesting assistance as listed

Dawson County, GA	Sheriff Office	(706) 344-3535 Ext. 20051
Dawson County, GA	E-911Center	(706) 344-3636
Fannin County, GA	Sheriff Office	(706) 632-2044
Fannin County, GA	E-911 Center	(706) 632-6022 (706) 632-8984
Fort Benning Military Installation	E-911 Center MP Desk	(706) 545-2222 (706) 545-5222
Gilmer County, GA	Sheriff Office	(706) 635-4162 (706) 635-5775
Gilmer County, GA	E-911Center	(706) 635-8911
Hall County, GA	Sheriff Office	(770) 531-6900
Hall County, GA	E-911Center	(770) 536-8812
Lumpkin County, GA	Sheriff Office	(706) 864-0414
Lumpkin County, GA	E-911 Center	(706) 864-3633
Union County, GA	Sheriff Office	(706) 439-6068
Union County, GA	E-911Center	(706) 439-6038
White County, GA	Sheriff Office	(706) 865-6370
White County, GA	E-911 center	(706) 865-0911

**ANNEX B**  
**(Interoperable Communications)**

1. Incident Commanders will designate a Communications Officer who will be responsible for ensuring that each responding agency has access to reliable communications with the Incident Command Post. This procedure may be accomplished through existing local resources or may be supplemented by responding agencies or other resources available through state and regional agreements.
  
2. Agencies / Jurisdictions participating in this Mutual Aid Agreement will task their appropriate communications personnel to contact agencies / jurisdictions that they expect to work with to plan, test, and exercise interoperability via Land Mobile Radios, Computer Aided Dispatch, and E911 center systems.
  
3. Key Points of Contact Rosters. Annex A of this agreement will be updated annually to ensure all agencies have accurate phone numbers to coordinate with one another.

## **ANNEX C (Fire Resources and Coordination)**

Fire and Emergency Service personnel and equipment support for mutual aid response zones should be coordinated between Fire Chiefs in advance of need. Discussions between agencies and templated plans for needed support based on known Fire Response Zones where mutual aid is likely and needed should be developed. This Agreement encourages this prior planning, joint training, and opportunities to exercise to ensure effective operations.

### **Types of Fire Support:**

1. Command and Control Response (Personnel, Mobile Incident Command Post, or Mobile Incident Command Trailer)
2. Structural Fire Suppression/Aerial Response
  - a. Breathing apparatus resupply
  - b. Mobile water resupply
3. Aircraft Crash Rescue/Fire Suppression Response
4. Fire and Emergency Services Medical Response; Emergency Medical Services Technician Level
5. Ambulance Emergency Medical Services Response
  - a. Emergency Medical Services Paramedic Level
6. Technical Rescue Response
  - a. Structural Collapse
  - b. Trench Collapse Rescue
  - c. Vehicle/Machinery Rescue
  - d. Confined Space Rescue
  - e. High/Low Angle Rescue
  - f. Water Rescue Response
    - 1) Shore Water Rescue



2) Surface Water Rescue

3) Swift Water Rescue

7. Hazardous Materials Response

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

8. Weapons of Mass Destruction Responses

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

## **ANNEX D**

### **(Police/Security Resources and Coordination)**

**1. Law Enforcement Equipment:** DoD equipment can be provided to Civilian Law Enforcement Agencies (CLEAs) through lease agreements. Approvals vary depending on the purpose of the request: whether it is for responses to civil disturbances or for other purposes.

a. Civil disturbance: All emergency support to civilian authorities during civil disturbances must be approved by the Secretary of Defense (SECDEF).

b. Other purposes not including arms, munitions: Equipment requested for more than 180 days must be approved through the Office of the Deputy Chief of Staff of the Army and requests for less than 180 days may be approved by the Fort Benning Installation Commander. Lease agreements – For equipment, lease agreements must be established IAW AR 700-131 paragraph 2-9. These agreements are generally pre-coordinated due to the nature of the documentation and approvals. Reimbursement – Agencies must reimburse for all costs related to the lease as outlined in AR 700-131 chapter 5. Reimbursement provisions must be part of the written lease agreement. AR 700-131 para. 5-1 a.(2). See also 10 U.S.C. § 277.

### **2. Law Enforcement Personnel Support:**

a. Military to Off-Post - Generally, use of Military Police (MP) and Department of the Army Civilian Police (DACP) off-post is prohibited by law (Posse Comitatus Act 18 U.S.C. § 1385). The purpose of the act – in concert with the Insurrection Act of 1807 – is to limit the powers of the federal government in using federal military personnel to enforce domestic policies within the United States.

b. Off-Post to Military - Pursuant to Title 10, section 2672(g) - Protection of buildings, grounds, property, and persons, the SECDEF may utilize the law enforcement resources of state and local authorities. This use may be memorialized in a formal agreement. The assistance provided to DoD components is subject to reimbursement. 10 U.S.C. 2672(g)-(h). Separate pre-coordinated agreements should be developed to support these types of arrangements.

### **3. Types of Law Enforcement Support:**

a. **Military Working Dog (MWD) Support** – MWDs are generally available under exigent circumstances where loss of life, limb, or property is likely without additional support. This aid can be rendered when the requesting agency has exhausted internal and regional assets and the MWD asset is releasable without causing undue hardship to the military installations mission and security. MWD handlers may not perform direct contact, nor arrest or question the civilian public. The MWD Team (MWDT) should be isolated from the public as much as can practically be done based on the incident.

Neither the dog handler nor the MWD shall participate directly in law enforcement activities and may only provide support. When providing support to CLEAs, MWDTs will be accompanied by a representative from the requesting agency. There is a separate standing agreement for MWD support. If agencies intend to participate in this program, they should enter into this separate pre-coordinated agreement. Reference - IAW DoDI 3025.21 Enclosure 3, paragraph 1.d. See *a/so* DoDD 5200.31E, paragraph 4.f.

**b. Transportation of apprehended suspects and prisoners** - Upon notification and verification through the Georgia Crime Information Center/National Crime Information Center (GCIC/NCIC) of an active warrant, the law enforcement agency that entered the information (and verified the information) through the GCIC/NCIC will coordinate with the MP Desk Sergeant or Civil Liaison Officer for transfer of custody.

**c. Information Sharing Concerning Service Members** - The Fort Benning Military Police (MP) Desk Sergeant (706) 545-5223/5224 will be notified of off-post incidents involving Service Members, DoD Civilians and their family members as subjects, victims, or suspects of a crime in a timely manner that does not impede the investigative process. Military Commanders' interest may necessitate initial contact from the MP Desk to the arresting agency for an initial report; Commanders' interest is driven by unit readiness for conducting operations and training for mission execution. Upon notification of an actual or suspected incident of Domestic Violence or abuse occurring off the installation involving a Service Member, the MP Desk Sergeant will contact Family Advocacy Program/Behavioral Health (FAP/BH). Additionally, the Desk Sergeant will obtain a copy of the Civil Arrest/Incident report for generation of a Law Enforcement Report (LER) or Raw Data File (RDF) IAW the above procedures. The Civil Liaison Officer (706) 545-8480 will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, if not already received by the MP Desk Sergeant.

**d. Sharing Law Enforcement Reports** - Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office. LE information/incident reports can be sent to the MP Desk Sergeant via Fax at (706) 545-6670. Access to military records needed by a civilian Law Enforcement agency for investigation or prosecution of cases will be made available by the MP Administration Office IAW all applicable laws and regulation. Requests for records should be made through the Police Records Supervisor at (706) 545-2368, who in turn will arrange for the release of the necessary information.

**e. Military Police Reporting Procedures** -

1) MP Desk will receive the report from on and off-post sources and will implement proper notification procedures.

2) MP Desk will immediately make a journal entry of the report received.

3) Upon receipt of the written police report, the MP Desk will make a blotter report of the incident.

4) When telephonic notification from a civilian Law Enforcement agency is received, the Civil Liaison will follow up with the civilian Law Enforcement agency to obtain a copy of the initial report.

5) Blotter reports will be followed up by the Department of the Army Form (DA Form) 4833, the Commander's Report of Disciplinary or Administrative Action, which will then be sent directly to the company commander of the military service member.

6) Upon adjudication through civilian courts, the commander will complete DA Form 4833 and return a copy of the report to the Fort Benning Police Records Office. This report will cite all actions taken against or in favor of the military service member and/or family member involved in the off-post incident.

7) Request prior notification of release from civilian custody in order to coordinate whether pick up by Fort Benning Police or release on individual's own recognizance depending on the severity of the offense.

f. **Sex Offender Registry** - Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.

g. **Civilian Protection Orders (CPO)** - Procedures for transmitting CPOs issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, to include designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency and sharing of information and facilities during the course of an investigation IAW 5 USC 552a (b)(7) (The Privacy Act of 1974).

h. **Military Protective Order** - Procedures for transmitting the Department of Defense Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides. The Civil Liaison Officer will contact the civilian court that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available.

i. **Access Control Point (ACP) Closure** - Agencies may be requested to assist with the ACP closure during emergency periods or in case of a special event. In the event of a change of the Force Protection level, there may be significant backups at the Main Gate ACP. These events could cause impacts on the local community to include the complete shutdown of some roadways. During these times local jurisdictions may need

to provide Law Enforcement support to assist with traffic control or rerouting of traffic all together. An emergency access location will be established for local support based on the incident location at the time of the incident.

**ANNEX E**  
**(References)**

1. Title 42 United States Code (U.S.C.) The Public Health and Welfare, Section 1856 – Reciprocal Fire Protection Agreements for the Protection of United States Property
2. Title 10 U.S.C. Armed Forces, Section 2672 – Use of military equipment and facilities
3. Title 10, U.S.C. Chapter 15 – Military Support for Civilian Law Enforcement Agencies
4. Title 10 U.S.C. 2679 – Installation-support services: Intergovernmental Support Agreements
5. Title 15 U.S.C. 2210 – Reimbursement for costs of firefighting on Federal property
6. Title 18 U.S.C. 1385 – Use of Army and Air Force as posse comitatus
7. Title 31 U.S.C. Chapter 65 – Intergovernmental Cooperation
8. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements
9. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support
10. DoDI 6055.06, DoD Fire and Emergency Services Program
11. DoDI 6055.17, DoD Emergency Management (EM) Program
12. DoDI 7000.14R, Financial Management Regulations
13. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities
14. DoDD 3025.21, Defense Support of Civilian Law Enforcement Agencies
15. DoDD 4500.09E, Transportation and Traffic Management
16. DoDD 5200.31E, DoD Military Working Dog (MWD) Program
17. DoDD 5525.21, Protection of Buildings, Grounds, Property, and Persons and Implementation of Section 2672 of Title 10, United States Code
18. Army Regulation (AR) 5-9, Installation Agreements
19. AR 190-12, Military Working Dogs

20. AR 190-45, Army Law Enforcement Reporting
21. AR 420-1, Facilities Management, Chapter 25, Fire and Emergency Services
22. AR 525-27, Army Emergency Management Program
23. AR 700-131, Loan, Lease, and Donation of Army Materiel
24. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety
25. Georgia Emergency Management Agency – Homeland Security Statewide Mutual Assistance Agreement

## **ADDENDUM**

### **TO**

#### **THE MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY GARRISON, FORT BENNING AND DAWSON COUNTY, FANNIN COUNTY, GILMER COUNTY, HALL COUNTY, LUMPKIN COUNTY, UNION COUNTY, WHITE COUNTY**

1. The intent of the addendum is to establish an automatic aid agreement in addition to the above Memorandum of Agreement between U.S. Army Garrison, Fort Benning – Camp Merrill District, GA and the Lumpkin County Fire Department, Dahlonega, GA, regarding fire prevention and firefighting services.

#### 2. Agreements and Responsibilities:

a. Camp Frank D. Merrill Fire Department (CMFD) and Lumpkin County Fire Department (LCFD) mutually agree to an automatic aid response to all calls on and/or near Camp Wahsega Road and within an 8-mile radius to include Porter Village of the main camp. Lumpkin County 911 will tone out CMFD along with LCFD (Medics) automatically for any call for service.

b. On request to a representative of the Camp Frank D. Merrill Fire Department by an authorized representative of the Lumpkin County fire Department, firefighting equipment and personnel of the Camp Frank D. Merrill Fire Department will be dispatched, when available, to any point within the area for which the Lumpkin County Fire Department normally provides fire protection as designated by the representative of the Lumpkin County Fire Department.

c. On request to a representative of the Lumpkin County Fire Department by a representative of the Camp Frank D. Merrill Fire Department, firefighting equipment and personnel of the Lumpkin County Fire Department will be dispatched, when available, to any point within the firefighting jurisdiction of the Camp Frank D. Merrill Fire Department.

d. 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.

e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions: 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.

1) The 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.

2) 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 the Lumpkin County Fire Department normally provides fire protection, the Chief of the Camp Frank D. Merrill Fire Department or his representative may assume full command upon arrival at the scene of the crash.

3) Both parties agree to implement the National Incident Management System during all emergency responses on and off Camp Frank D. Merrill in accordance with Homeland Security Presidential Directive (HSPD)-5.

4) Incident Safety Officer (ISO). ISO responsibilities shall be accomplished at all incidents and during training evolutions involving fire. When responding off Camp Frank D. Merrill, the senior fire officer will appoint an ISO to observe Army operations if the ISO is not already appointed by the Incident Commander (IC). If unsafe conditions are observed or encountered by Camp Frank D. Merrill Fire Department personnel, the ISO will mitigate the condition and inform the IC. Camp Frank D. Merrill Fire Department Firefighters that respond off-base will include one individual with the Department of Defense Certification of Fire Officer 1.

f. 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 as stated in paragraph 6(f) of this agreement. This agreement does not prohibit claims authorized under 15 U.S.C. 2210.

g. The Fire Chief Officer 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/training.

h. 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.

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

j. This agreement shall become effective upon the date hereof and remain in full force

and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty days' notice of said cancellation.

k. The obligation of the United States Army under this agreement are contingent upon and subject to the availability of appropriated funds for the purposes herein specified.

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DAVID WIMPY  
EMA, EMS Director/Fire Chief  
Lumpkin County Fire Department  
Dahlonega, GA

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(Date)

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COL COLIN P. MAHLE  
Commander  
U.S. Army Garrison  
Fort Benning, GA

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(Date)

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TIMOTHY SEIGAL  
Fire Chief  
Fort Benning Fire Department  
Fort Benning, GA

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(Date)

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KEVIN CLARKE JR.  
Director  
Fort Benning, Directorate of Emergency Services  
Fort Benning GA

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(Date)