

MUTUAL AID AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON POHAKULOA
AND
HAWAII COUNTY FIRE DEPARTMENT
IM-WX3JNN-25-001

SUBJECT: Mutual Aid Agreement for Fire and Emergency Services

1. This agreement, entered into this MAY 12 2025 between the Secretary of the Army acting according to the authority of section 1856a, Title 42, United States Code and between the Mayor, County of Hawaii, 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, basic and advanced medical support, special rescue events, wildland firefighting, and hazardous material containment and confinement. Each consenting to the terms of this Agreement bears witness that:

2. It is agreed that:

a. On request to a representative of the United States Army Garrison (USAG) Pohakuloa Training Area (PTA) Fire and Emergency Services (F&ES) by a representative of Hawaii County Fire Department, firefighting equipment and personnel of the Pohakuloa Training Area F&ES will be dispatched, when available, to any point within the area for which the Hawaii County Fire Department normally provides fire protection as designated by the representative of the Hawaii County Fire Department. The primary response area for the Pohakuloa F&ES is between the 17-Mile Marker and the 47-Mile Marker of Highway 200, also known as Daniel K. Inouye Highway, and the Saddle Road, inclusive of both the Mauna Kea and Mauna Loa. The ARMY shall consider responding beyond the primary response area depending on requirements within the PTA Area of Responsibility, with the request from Hawaii County. Should a fire occur in the civilian community due to military maneuvers or encampment, or because of firing of weapons from within the Pohakuloa Training Area, the ARMY will respond with available firefighting equipment and personnel to put out the fire.

b. On request to a representative of the Hawaii County Fire Department by a representative of the Pohakuloa Training Area F&ES, firefighting equipment and personnel of the Hawaii County Fire Department will be dispatched, when available, to any point within the firefighting jurisdiction of the Pohakuloa Training Area F&ES. The resources of the Hawaii County Fire Department shall be dispatched immediately as part of the primary response area for all incidents occurring at the Keaukaha Military Reservation, Kawaihae Port Facility and Kilauea Military Camp.

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. Both parties agree that neither party will claim fees for service.

SUBJECT: Mutual Aid Agreement for Fire and Emergency Services

d. In deference to the requirements of the Department of Defense relative to the release of public information, all requests for information concerning incidents at military installations will be referred to the PTA Public Affairs Officer. Employees, agents, or officers of the COUNTY will refrain from releasing information to the communications media. Likewise, the ARMY will not comment on incidents in civilian communities but will refer the communications media to the COUNTY information officer.

3. 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 when the services of the responding organization are needed within the area for which it normally provides fire protection.

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. The use of the helicopter is limited to conditions, which imminently threaten human life, human suffering, or major property destruction.

e. 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 Hawaii County Fire Department normally provides fire protection, the Chief of United States Army Garrison Hawaii PTA F&ES or his or her representative may assume full command on arrival at the scene.

f. For all incidents, Incident Command shall remain with the agency and jurisdiction for within the incident occurs or through a Unified Command, except as outlined in this agreement.


4. Both parties agree to take advantage of education and training opportunities for their firefighting forces whenever joint training is available.

a. Both parties of this agreement agree to permit personnel from both agencies to attend firefighting training classes and/or use its training facilities on a space available basis without cost to the host department.

SUBJECT: Mutual Aid Agreement for Fire and Emergency Services


- b. The Chief 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.
5. 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.
6. This mutual aid agreement is suspended whenever fires on the Island of Hawaii result in the activation of the Joint Standard Operating Procedures for Mutual Civil Emergency Support in the State of Hawaii. This agreement is likewise suspended during disaster declarations made by the President of the United States under Public Law 93-288 (Stafford Act) as amended by Public Law 100-707.
7. This agreement shall be 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.
8. The ARMY and the COUNTY agree to review and update this agreement biennially. The Fire Chiefs for the ARMY and the COUNTY will maintain copies of all agreements.

Recommended Approval:



KAZUO TODD
Fire Chief, County of Hawai'i
4/16/25


(Date)



MICHAEL P. DIEHL
Fire Chief, USAG-Hawaii, F&ES
3 APR 2025

(Date)

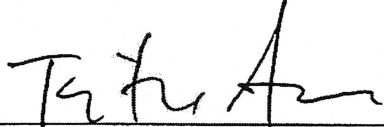
For the County of Hawai'i:



C. KIMO ALAMEDA
Mayor, County of Hawai'i
MAY 12 2025

(Date)

For the Secretary of the Army:



TIMOTHY L. ALVARADO
LTC, SF
Commanding
United States Army Garrison – PTA
03 APR 2025

(Date)

SUBJECT: Mutual Aid Agreement for Fire and Emergency Services

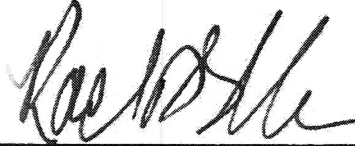
Approved as to Form and Legality:

For the Secretary of the Army:



SYLVIA WAN
Deputy Corporation Counsel
County of Hawai'i

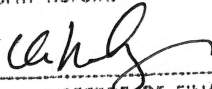
~~SAW~~ 5/08/2025
(Date)



RACHEL D. SULLIVAN
COL, CA
Commanding
United States Army Garrison – Hawaii

09 Apr 2025
(Date)

Approved as to Availability of Funds
in the amounts and for the purposes
set forth herein.



DIRECTOR OF FINANCE

APR 17 2025 *now*