DEPARTMENT OF THE ARMY
TOOELE ARMY DEPOT
TOOELE, UTAH 84074-5000

REPLY TO
ATTENTION OF

May 19, 2003

Environmental Office

Gallup Fire Department
Chief Louie Chavez
1800 S 2nd Street
Gallup, NM 87301

Dear Chief Chavez:

Fort Wingate Army Depot is requesting the Gallup Fire Department enter into an agreement to provide Emergency Fire Protection services to support any potential emergency situation that may occur within Fort Wingate Army Depot.

Mr. Nestor Talamante, Tooele Army Depot Fire Chief, will be in Gallup the week of June 9, 2002, to discuss the requirements, and the agreement.

The agreement would be drafted to meet the requirements of the Code of Federal Regulations 264.37.

The point of contact is Larry Fisher, Environmental Engineer, Tooele Army Depot, Tooele, UT 84074, (435) 833-3257.

Sincerely,

Arnold P. Montgomery
Lieutenant Colonel, U.S. Army
Commanding

DEPARTMENT OF THE ARMY
TOOELE ARMY DEPOT
TOOELE, UTAH 84074-5000

REPLY TO
ATTENTION OF

May 19, 2003

Environmental Office

State Police
Capt. Baughman
4200 East Hwy 66
Gallup, NM 87301

Dear Capt. Baughman:

Fort Wingate Army Depot is requesting the New Mexico State Police enter into an agreement to provide Law Enforcement, and or Hazmat emergency services to support any potential emergency situation that may occur within Fort Wingate Army Depot.

Mr. Nestor Talamante, Tooele Army Depot Fire Chief, will be in Gallup the week of June 9, 2002, to discuss the requirements, and the agreement.

The agreement would be drafted to meet the requirements of the Code of Federal Regulations 264.37.

The point of contact is Larry Fisher, Environmental Engineer, Tooele Army Depot, Tooele, UT 84074, (435) 833-3257.

Sincerely,

Arnold P. Montgomery
Lieutenant Colonel, U.S. Army
Commanding

DEPARTMENT OF THE ARMY
TOOELE ARMY DEPOT
TOOELE, UTAH 84074-5000

REPLY TO
ATTENTION OF

May 19, 2003

Environmental Office

Rehoboth McKinley Christian Health Care Services
Health and Safety
1901 Red Rock Drive
Gallup, NM 87301

Dear Madam:

Fort Wingate Army Depot is requesting the Rehoboth McKinley Christian Health Care Services enter into an agreement to provide Emergency Health Care Services to support any potential emergency situation that may occur within Fort Wingate Army Depot.

Mr. Nestor Talamante, Tooele Army Depot Fire Chief, and Mr. Jess Barrett, Safety Office will be in Gallup the week of June 9, 2002, to discuss the requirements, and the agreement.

The agreement would be drafted to meet the requirements of the Code of Federal Regulations 264.37.

The point of contact is Larry Fisher, Environmental Engineer, Tooele Army Depot, Tooele, UT 84074, (435) 833-3257.

Sincerely,

Arnold P. Montgomery
Lieutenant Colonel, U.S. Army
Commanding

DEPARTMENT OF THE ARMY
TOOELE ARMY DEPOT
TOOELE, UTAH 84074-5000

REPLY TO
ATTENTION OF

May 19, 2003

Environmental Offcie

Gallup Police Department
Chief Daniel Kneale
451 Boardman
Gallup, NM 87301

Dear Chief Daniel Kneale:

Fort Wingate Army Depot is requesting the Gallup Police Department enter into an agreement to provide Law Enforcement, and or Hazmat emergency services to support any potential emergency situation that may occur within Fort Wingate Army Depot.

Mr. Nestor Talamante, Tooele Army Depot Fire Chief, will be in Gallup the week of June 9, 2002, to discuss the requirements, and the agreement.

The agreement would be drafted to meet the requirements of the Code of Federal Regulations 264.37.

The point of contact is Larry Fisher, Environmental Engineer, Tooele Army Depot, Tooele, UT 84074, (435) 833-3257.

Sincerely,

Arnold P. Montgomery
Lieutenant Colonel, U.S. Army
Commanding

County of McKinley

P.O. Box 70 • 201 West Hill Avenue
Gallup, New Mexico 87305 - 0070
505-722-3868
fax 505-863-6362

Commissioner - Dist. 1	Chairperson Commissioner - Dist. 2	Commissioner - Dist. 3	Manager
Ben Shelly	Earnest C. Becenti, Sr.	Harry H. Mendoza	Irvin Harrison

February 28, 2001

Mr. Malcolm Walden
Chief, Business Development
And Transition Office
Department of the Army
Tooele Army Depot
Tooele, Utah 84074-5000

Dear Mr. Walden:

Enclosed are two copies of the Reciprocal Fire Protection Agreement for the Ft. Wingate Activity Depot as approved by the Board of Commissioners.

Thank you for your cooperation in this matter.

Sincerely yours,

Irvin Harrison,
County Manager

Enclosures

Cc: Tom Trujillo, Director
Fire and Safety Department
File

Claudia
Unsure if this should go to Jounda or Nestor,

Malcolm

Assessor	Clerk	Probate Judge	Treasurer	Sheriff
Richard Bowman	Carol K. Sloan	Charley Long, Sr.	Charles Long	Frank Gonzales
201 West Hill Ave.	P.O. Box 1268	P.O. Box 1268	201 West Hill Ave.	2105 East Aztec Ave.
863-3032	201 West Hill Ave.	201 West Hill Ave.	722-4459	863-1410
863-6517 fax	863-6866	863-6866	722-4450 fax	722-9317 fax
	863-1419 fax	863-1419 fax		

Rehoboth
McKinley
Christian Health Care Services

July 9, 2003

Larry Fisher, Environmental Engineer
Department of the Army - Environmental Office
Tooele Army Depot
Tooele, UT 84074-5000

Dear Mr. Fisher:

Rehoboth McKinley Christian Health Care Services will provide Emergency Health Care Services to the Fort Wingate Army Depot.

The participants insurance card will expedite treatment at the time of service.

Please call my assistant, Andrea Jolly at 863-7129, or myself at 863-7130 if you have any questions.

Sincerely,

Bernice Brewer

Bernice Brewer
VP/Patient Care Services

BB/amj

1901 Red Rock Drive • Gallup, New Mexico 87301 • (505) 863-7000

RECIPROCAL FIRE PROTECTION AGREEMENT

This Reciprocal Fire and Emergency Services Protection Agreement is entered into this 27th day of February 2001, by and between the Secretary of the Army, (hereinafter "the Army"), acting pursuant to the authority of 42 U. S. C. (1856(A), and the government of McKinley County, New Mexico. Hereinafter the Secretary of the Army, United States of America, who will be represented by the Commanding Officer of the Tooele Army Depot, will be referred to as the Government.

WITNESS THAT:

WHEREAS:

The Army owns the Fort Wingate Depot Activity, hereinafter referred to as Fort Wingate, a facility of the Department of the Army.

The McKinley County Government maintains a Fire Department, which includes volunteer personnel, fire trucks, and fire fighting equipment.

The Army does not maintain a Fire Department at Fort Wingate.

It is to the best interest of the parties here to cooperate in fire fighting and other emergencies that may occur within the Fort Wingate.

NOW THEREFORE, the parties hereto do hereby agree to render mutual assistance, one to the other, on the terms, conditions, and provisions hereinafter set forth:

(1) McKinley County will, at the request of the Commanding Officer of Fort Wingate or his properly authorized designee, in the time of emergency or necessity, furnish aid in the nature of apparatus, equipment, and personnel to combat fires or assist in time of disaster at Fort Wingate.

(2) The Army, acting through the caretaker or Commanding Officer of Fort Wingate will, at the request of the McKinley County Fire Chief or his properly authorized designee, in the time of emergency or necessity, furnish aid to McKinley County in the nature of equipment, and personnel to combat fires or assist in time of disaster in the proximity of Fort Wingate.

(3) When the McKinley County or Gallup City Fire Departments or parts thereof are engaged in fire fighting at Fort Wingate, they shall be subject to the authority and direction of the Caretaker of Fort Wingate and the Commanding Officer thereof. When the combined forces or parts thereof are engaged in fire fighting in McKinley County, they shall

be under the authority and direction of the Fire Chief of McKinley County departments.

(4) Army personnel, acting pursuant to this agreement, shall be considered to be acting pursuant to lawful orders of the Commanding Officer and Caretaker of Fort Wingate, and therefore, acting within the scope of their employment and not as employees of McKinley County.

(5) It is understood and agreed that McKinley County will be under no obligation to furnish aid to Fort Wingate if, under the circumstances, furnishing of such aid will endanger or jeopardize the fire protection of the County. It is likewise understood and agreed that Fort Wingate shall be under no obligation to furnish aid to the County, if the furnishing of such aid, under the circumstances, will have an unacceptable impact on operations or fire protection at Fort Wingate. The County Commissioners or Fire Chief of the County departments or their properly authorized designee will be the sole judge as to when conditions permit assistance and the extent of such assistance to Fort Wingate. The Commanding Officer or Caretaker of Fort Wingate shall be the sole judge as to when conditions permit assistance and the extent of such assistance to the County by the Government.

(6) It is hereby agreed that cooperating fire departments will become familiar with the special fire fighting problems common to their territory.

(7) Under no circumstances will mutual aid fire fighters be expected to or permitted to enter the area or attack fires involving high explosives.

(8) In the event the combined departments or parts thereof are engaged in fighting a fire, a department lending assistance may, in order to attend any alarm at its regular station, withdraw on notice to the Fire Chief/personnel in charge.

(9) It is expressly hereby mutually agreed between the parties hereto that any claim against either party by the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this agreement is hereby waived, except those claims authorized under 15 U.S.C. section 2210.

(10) This Agreement may be terminated at any time by either party, provided that such termination shall not be effective until 30 calendar days after the terminating party gives written notice of its intention to ~~terminate and such notice is received by the other party. Until such~~ termination is effected, the terms, provisions, and conditions of this agreement shall remain in full force and effect.

For McKinley County, New Mexico

EARNEST C. BECENTI SR.
Chairperson
McKinley County Commission

For the Secretary of the Army

Gary B. Carney
Lieutenant Colonel, U. S. Army
Commander, Tooele Army Depot

GALLUP POLICE DEPARTMENT
PUBLIC SAFETY BUILDING

451 STATE ROAD 564
GALLUP, NEW MEXICO 87301
(505) 863-9365
(505) 863-1319
(505) 722-2113 - FAX Number
911 - Emergency

Commander
Tooele Army Depot
ATTN: Environmental Office Bldg 8 (Larry Fisher)
Tooele, Utah 84074

Larry Fisher,

This correspondence is in reference to our conversation of 7-7-03 reference support services for FWDA from the Gallup Police Department. The Gallup Police Department agrees to assist and support FWDA in any normal emergency situation that may occur at FWDA.

Of course this would be dependent upon GPD being able to provide service to the constituents of the City of Gallup while still being able to provide support and service to FWDA.

Sincerely,

Daniel L. Kneale
Chief of Police

McKINLEY COUNTY SHERIFF'S OFFICE

2105 EAST AZTEC • GALLUP, NEW MEXICO 87301
(505) 722 7205 • (505) 863-1410

FELIX T. BEGAY
SHERIFF

BILL KELLOGG
CHIEF DEPUTY

July 7, 2003

Larry Fisher, Environmental Engineer
Toole Army Depot
Toole, Utah 84074

Dear Mr. Fisher,

This is to acknowledge your letter of request of July 7, 2003 concerning Fort Wingate Army Depot.

The McKinley Sheriff's Department will provide Student Law Enforcement Services, the same service as provided all citizens and entities, too the Fort Wingate Depot.

We will also be the notifying agency for any HazMat Emergencies. You may know that specialist HazMat Teams from the State and Gallup are used in these types of situations.

Please feel free to call if you would like further information.

Sincerely,

Bill Kellogg, J Chief Deputy

Bill Richardson
Governor

John Denko Jr.
Cabinet Secretary

DEPARTMENT OF PUBLIC SAFETY

NEW MEXICO STATE POLICE

Carlos R. Maldonado
Chief / Deputy Secretary
Operations

Marie "Sisi" Saenz
Deputy Secretary
Administration

July 24, 2003

Arnold P. Montgomery, Commander
Tooele Army Deport
Tooele, Utah 84074
Attn: Environmental Office (Larry Fisher)

RE: Emergency Services Agreement

Dear Sir:

Regarding your letter dated May 13, 2003, and my subsequent conversations with Mr. Talamante, and Mr. Fisher, the New Mexico State Police, District Six-Gallup, will respond to incidents of an emergency nature at your facility at Fort Wingate when requested.

If you should have any questions, please do not hesitate to contact me at (505)863-9353.

Captain Timothy R. Baughman
District Commander
District Six, Gallup
4200 E. Historic Hwy. 66
Gallup, N.M. 87301

DEPARTMENT OF THE ARMY
U.S. ARMY WHITE SANDS MISSILE RANGE
100 Headquarters Avenue
WHITE SANDS MISSILE RANGE, NEW MEXICO 88002-5000

08-MAR-2083

REPLY TO
ATTENTION OF

RECIPROCAL FIRE PROTECTION AGREEMENT BETWEEN GARRISON COMMANDER, U.S. ARMY, WHITE SANDS MISSILE RANGE, NEW MEXICO AND MCKINLEY COUNTY, NEW MEXICO

This Reciprocal Fire and Emergency Services Protection Agreement is entered into this 18th day of March 2008, by and between the Secretary of the Army (hereinafter "the Army"), acting pursuant to the authority of 42 U.S.C. 1856(A), and the government of McKinley County, New Mexico. Hereinafter the Secretary of the Army, United States of America, who will be represented by the Garrison Commander of White Sands Missile Range (WSMR), will be referred to as the Government.

WITNESS THAT:

WHEREAS:

The Army owns the Fort Wingate Depot Activity, hereinafter referred to as Fort Wingate, a facility of the Department of the Army.

The McKinley County Government maintains a Fire Department, which includes volunteer personnel, fire trucks, and fire fighting equipment.

The Army does not maintain a Fire Department at Fort Wingate. The Fort Wingate caretakers are the designated facility Fire Wardens.

It is to the best interest of the parties here to cooperate in fire fighting and other emergencies that may occur within the Fort Wingate.

NOW THEREFORE, the parties hereto do hereby agree to render mutual assistance, one to the other, on the terms, conditions, and provisions hereinafter set forth:

(1) McKinley County will, at the request of the Garrison Commander WSMR or his properly authorized designee, in the time of emergency or necessity, furnish aid in the nature of apparatus, equipment, and personnel to combat fires or assist in time of disaster at Fort Wingate.

(2) The Army, acting through the caretaker or Garrison Commander WSMR will, at the request of the McKinley County Fire Chief or his properly authorized designee, in the time of

emergency or necessity, furnish aid to McKinley County in the nature of equipment, and personnel to combat fires or assist in time of disaster in the proximity of Fort Wingate.

(3) When the McKinley County or Gallup City Fire Department or parts thereof are engaged in fire fighting at Fort Wingate, they shall be subject to the authority and direction of the Caretaker of Fort Wingate and the Garrison Commander WSMR thereof. When the combined forces or parts thereof are engaged in fire fighting in McKinley County, they shall be under the authority and direction of the Fire Chief of McKinley County departments.

(4) Army personnel, acting pursuant to this agreement, shall be considered to be acting pursuant to lawful orders to the Garrison Commander WSMR and Caretaker of Fort Wingate, and therefore, acting within the scope of their employment and not as employees of McKinley County.

(5) It is understood and agreed that McKinley County will be under no obligation to furnish aid to Fort Wingate if, under the circumstances, furnishing of such aid will endanger or jeopardize the fire protection of the County. It is likewise understood and agreed that Fort Wingate shall be under no obligation to furnish aid to the County, if the furnishing of such aid, under the circumstances, will have an unacceptable impact on operations or fire protection at Fort Wingate. The County Commissioners or Fire Chief of the County departments or their properly authorized designee will be the sole judge as to when conditions permit assistance and the extent of such assistance to Fort Wingate. The Garrison Commander WSMR or Caretaker of Fort Wingate shall be the sole judge as to when conditions permit assistance and the extent of such assistance to the County by the Government.

(6) It is hereby agreed that cooperating fire departments will become familiar with the special fire fighting problems common to their territory.

(7) Under no circumstances will mutual aid fire fighters be expected to or permitted to enter the area or attach fires involving high explosives.

(8) In the event the combined departments or parts thereof are engaged in fighting a fire, a department lending assistance may, in order to attend any alarm at its regular station, withdraw on notice to the Fire Chief/personnel in charge.

(9) It is expressly hereby mutually agreed between the parties hereto that any claim against either party by the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this agreement is hereby waived, except those claims authorized under 15 U.S.C. section 2210.

(10) This Agreement may be terminated at any time by either party, provided that such termination shall not be effective until 30 calendar days after the terminating party gives written notice of its intention to terminate and such notice is received by the other party. Until such termination is effected, the terms, provisions, and conditions of this agreement shall remain in full force and effect.

FOR MCKINLEY COUNTY, NEW MEXICO:

TOM TRUJILLO
County Manager

DATE: 12-18-08

FOR THE SECRETARY OF THE ARMY:

GARY D. GIEBEL
Colonel, U.S. Army
Garrison Commander

DATE: 3 Apr 08