

MEMORANDUM OF AGREEMENT
BETWEEN
TOOELE ARMY DEPOT EMERGENCY MANAGEMENT AND OPERATIONS CENTER
TOOELE, UTAH
AND
TOOELE COUNTY EMERGENCY MANAGEMENT (TCEM)
TOOELE, UTAH

SUBJECT: Mutual Emergency Operations Center support agreement between Tooele Army Depot Emergency Operations Division and Tooele County Emergency Management (TCEM) through their Continuity of Operations Plans (COOP) and Emergency Management Plans. Pre-identifies facilities to be used as alternate locations of operation. Tooele Army Depot would like to designate Tooele County Emergency Management's Emergency Operation Center (EOC) as one of their alternate recovery locations.

1. Purpose: The purpose is to pre-identify facilities to be used as an alternate location for Emergency Operations Centers when either location is no longer operational or overwhelmed by the ensuing event.
 - 1.1 To clarify the respective roles and responsibilities of TCEM and Tooele Army Depot EOC in use of their facilities.
 - 1.2 To serve as the basis for mutual understanding by which TCEM and Tooele Army Depot EOC will coordinate use of their facilities.
2. References:
 - 2.1. Department of Defense Instruction 4000.19, Inter-service and Intergovernmental Support, dated 25 April 2013.
 - 2.2. Department of Defense Instruction 6055.6, Fire and Emergency Services, dated 21 December 2006
 - 2.3. Department of the Army Regulation 420-1, Chapter 25, Fire and Emergency Services, dated 16 September 2009
 - 2.4. Department of Defense Regulation 6025-18, DOD Health Information Privacy Regulation, dated 24 January 2003
 - 2.5. Department of the Army Regulation 525-13, Anti-Terrorism, dated 11 September 2008
 - 2.6. Department of the Army Regulation, Preparing and Managing Correspondence, dated 17 May 2013

2.7. Department of the Army Regulation 525-27, Army Emergency Management Program, dated 20 September 2012

3. Scope: Between Tooele Army Depot (North and South areas) Emergency Operations Division Tooele, UT, hereinafter called TEAD EOC, and Tooele County Emergency Management hereinafter called TCEM, for use of facilities and resources as an alternate emergency Operations Center and Recovery location.

4. General Provisions:

4.1.1. Points of Contact: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

4.1.1 For Tooele Army Depot Fire and Emergency Services:

Mr. Craig Tate, Fire Chief, (435) 833-2015/2052

4.1.2 For Tooele County Emergency Management (TCEM):

Mr. Bucky Whitehouse MS, MEP, Emergency Management Director
(435) 833-8121

4.1.3 Correspondence: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to:

4.1.4 For Tooele Army Depot Fire and Emergency Services:

4.2.1.2 Tooele Army Depot Fire and Emergency Services

ATTN: Mr. Craig Tate, Fire Chief
1 Tooele Army Depot, Bldg T-8
Tooele, Utah 84074

4.2.1.3. For Tooele County Emergency Management:

4.2.1.4 Tooele County Emergency Management

ATTN: Mr. Bucky Whitehouse
15 East 100 South
Tooele, Utah 84074

4.3. The authority to execute this Memorandum of Agreement (MOA) on behalf of each party thereto is vested to the Executive Director, TCEM, and the Commander, TEAD.

4.4. This MOA shall become effective upon approval and signature by the Executive Director, TCEM, and the TEAD Commander.

4.5. This MOA will remain in effect in the event that Army operations are mobilized.

4.6. Medical expenses for occupational injuries are covered by the Federal Employees' Compensation Act. Reimbursement of TCEM will be pursuant to the Federal Employees' Compensation Act for medical services rendered to federal employees at TEAD who suffer from an occupational illness or injury. The Army has no requirement to reimburse TCEM for such casualties who are not federal employees or who do not have an occupational injury.

5. Specific Provisions: TEAD EOC and TCEM do hereby agree to render mutual assistance, and to the other, on the terms, conditions and provisions hereinafter set forth as follows:

5.1. This agreement may become effective based on a disaster declaration by the Commander, and/or at the request of the TEAD EOC, and may be terminated by either party with a minimum of 2 weeks' notice so as not to cause hardship on the operation.

5.2. When activated by TEAD, and agreed upon by the TCEM member agencies, TCEM will:

- a. Provide staffing to open and activate the EOC for TEAD use.
- b. Per TCEM approval, provide staffing during the duration of the event to act as a support to TEAD to ensure proper functioning of the facility.
- c. Make staff available to assist TEAD in a response if deemed necessary by TEAD coordinators.
- d. Ensure TEAD that the EOC will be functionally maintained and available for use as an EOC. TEAD will provide TCEM a minimum of 2 weeks' notice of a change in operational status of the facility.

5.3 When activated, TEAD will:

- a. Provide a reasonable amount of notice to TCEM staff that an activation of the EOC will be required
- b. Reimburse TCEM for any and all expenses (IE. electricity, natural gas, food etc.) related to the use of the facility if the use of the facility is required for a duration longer than 48 hours.

5.4. When activated by TCEM, and agreed upon by the TEAD member agencies, TEAD will:

- a. Provide staffing to open and activate the EOC for TCEM use.
- b. Per TEAD Commander's approval, provide staffing during the duration of the event to act as a support to TCEM to ensure proper functioning of the facility.
- c. Make staff available to assist TCEM in a response if deemed necessary by

TCEM coordinators.

- d. Ensure TCEM that the EOC will be functionally maintained and available for use as an EOC. TCEM will provide TEAD a minimum of 2 weeks' notice of a change in operational status of the facility.

5.5 When activated, TCEM will:

- a. Provide a reasonable amount of notice to TEAD staff that an activation of the EOC will be required
- b. Reimburse TEAD for any and all expenses (IE. electricity, natural gas, food etc.) related to the use of the facility if the use of the facility is required for longer than 48 hours.

5.6 TCEM member agencies work collaboratively, yet remain independent entities.

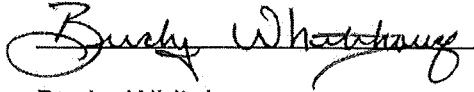
5.7 Under no circumstances will mutual aid personnel be expected to or permitted to enter the area or be involved in any emergency operations involving high explosives or chemical munitions.

6. The parties to this Agreement are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.*, as amended ("the Act"). Consistent with the terms of the Act, each party shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

7. It is understood and agreed that TCEM will be under no obligation to furnish aid to TEAD if, under the circumstances, furnishing of such aid will endanger or jeopardize the protection of the area. It is likewise understood and agreed that TEAD shall be under no obligation to furnish aid to TCEM, if furnishing of such aid, under the circumstances, will endanger or jeopardize the protection of the Depot. The Director of Tooele County Emergency Management or his/her properly authorized designee will be the sole judge as to when conditions permit assistance and the extent of such assistance to TEAD; and the Commanding Officer or Fire Chief or his/her properly authorized designee, will be the sole judge as to when conditions permit assistance and the extent of such assistance to TCEM.

8. This MOA may remain in effect for a period of ten (10) years from the date of the last signature; it will be reviewed annually, and may be updated, modified, revised or renegotiated at any time, by mutual consent and in writing by all parties to accommodate changing conditions. Any party may terminate this MOA with a thirty (30) day advance notice.

9. Effective Date: This MOA becomes effective on the date of the last signature.




Bucky Whitehouse
Emergency Management Director
Tooele County Emergency Management
15 East 100 South
Tooele, UT

31 Mar 2016
Date



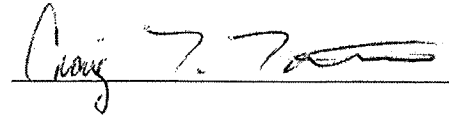
ROGER L. MCCREERY
COL, LG
Commanding

APR 04 2016
Date



Tom Turner
Garrison Manager
Tooele Army Depot

31 Mar 2016
Date



Craig Tate
Fire Chief
Tooele Army Depot

28 MARCH 2016
Date

ROUTING AND TRANSMITTAL SLIP

Date
03/25/2016

TO: (Name, office symbol, room number, building, Agency/Post)			Initials	Date
1. Craig Tate, Fire Chief/Emergency Manager, JTME-GMX, Tooele Army Depot, Bldg 8			CT	03/25/2016
2. Sariah Adams, TEAD Attorney-Advisor, JTME-CO, Tooele Army Depot, Bldg 1			SWA	31 Mar 2016
3. Tom Turner, Garrison Manager, JTME-GM, Tooele Army Depot, Bldg 501			TT	3/31/16
4. Col. Roger McCreery, Commanding, JTME-CO, Tooele Army Depot, Bldg 1				
5. Bucky Whitehouse, EM Director, Tooele County Emergency Management			BW	3/31/16
	Action	File	Note and Return	
X	Approval	For Clearance	Per Conversation	
	As Requested	For Correction	Prepare Reply	
	Circulate	For Your Information	See Me	
X	Comment	Investigate	X	Signature
	Coordination	Justify		

REMARKS

Signature needed for MOA between Tooele Army Depot and Tooele County Emergency Management

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, organization symbol, Agency/Post) TATE.CRAIG.THOMAS.1231478201 <small>Digitally signed by TATE.CRAIG.THOMAS.1231478201 DN: c=US, o=US Government, ou=ExD, ou=PrL, ou=USA, cn=TATE.CRAIG.THOMAS.1231478201 Date: 2016.03.25 14:09:23 -06:00?</small>	Room Number - Building Bldg 8 <hr/> Phone Number (435) 833-2052
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