



DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, DUGWAY PROVING GROUND
DUGWAY UTAH 84022-5000

MEMORANDUM OF AGREEMENT (MOA) BETWEEN
TOOELE COUNTY SHERIFF OFFICE (TCSO)
AND
U.S. ARMY GARRISON DUGWAY PROVING GROUND (USAG DPG)
FOR
SPECIAL WEAPONS AND TACTICS SUPPORT FOR FELONIES AND MAJOR
DISRUPTIONS ON DUGWAY PROVING GROUND (DPG)
AGREEMENT NUMBER MOA-016

This is an MOA between TCSO and USAG DPG. When referred to collectively, TCSO and USAG DPG are referred to as the "Parties".

1. BACKGROUND.

1.1. The U.S. Army requires the Garrison Manager to maintain a Special Reaction Team (SRT) capable of responding to a terrorist incident or other disruptions on the installation within two hours of the notification. The SRT may be from installation resources; nearby U.S. Army or other service installations; or Federal, State, or local authorities in accordance with applicable laws, regulations, and Status of Force Agreements.

1.2. The SRT is the Garrison Manager's principal response force in the event of a major disruption or threat situation on the installation. The primary goal of the SRT is to preserve human life and restore normal activity on the installation. Situations involving SRT deployment may include barricaded criminals and mentally disturbed persons with or without hostages, sniper incidents, threatened suicides, combating terrorism operations, drug raids, warrant apprehension of dangerous individuals, and protective service missions. The SRT could also be included in contingency planning in the event of combat hostilities and sabotage.

2. AUTHORITIES.

2.1. Army Regulation (AR) 190-58, Personal Security, dated 22 March 1989.

2.2. Department of Defense Instruction (DoDI) 4000.19, Support Agreements, 25 April 2013.

3. PURPOSE. The purpose of this MOA is to enter into an agreement with TCSO, whereby the TCSO agrees to respond to major disruptions or felonies and to special threat situations arising on DPG. This agreement does not create additional jurisdiction, does not limit or modify existing jurisdiction vested in TCSO and USAG DPG.

4. UNDERSTANDING OF THE PARTIES. Tooele County is the Garrison Manager's principal response force in the event of a major disruption or threat situation on the installation. So recognized, the signatories to this agreement acknowledge and agree that TCSO will be

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notified as soon as possible of all terrorist incidents or other major criminal disruptions on the installation.

4.1. TCSO will –

4.1.1. Provide a qualified SWAT response team within two hours after DPG requests their assistance. Authorized requests will be from the Director of Emergency Services or the Garrison Manager. The SWAT Team will be a support element to the on-scene Incident Commander and fall under his/her operational control. Both parties will be under the direction of the Director of Emergency Services, USAG DPG.

4.1.2. Provide all equipment, supplies, and transportation needed to accomplish its mission at USAG DPG.

4.1.3. Provide operational support as requested by USAG DPG.

4.1.4. Coordinate its actions with the Director of Emergency Services, USAG DPG.

4.1.5. Assist with tactical and investigative operations while on the installation.

4.1.6. Respond to and participate annually in at least one Dugway exercise that has been designated by the Director of Emergency Services, USAG DPG.

4.2. USAG DPG will continue to be responsible for all remaining law enforcement and security activities on the installation. This service will include:

4.2.1. Dispatch of law enforcement/security personnel to include necessary equipment for initial response to any special threat situation.

4.2.2. Establish Incident Command for a special threat situation.

4.2.3. Provide intelligence and logistics support for a special threat situation.

4.2.4. Provide site briefings of the incident conducted by The Director of Emergency Services.

4.2.5. Provide operational support requested by TCSO.

4.2.6. Initiate post-incident responsibilities.

4.2.7. Host at least one exercise annually that will test the response and capabilities of the installation first responders, and the TCSO Special Weapons and Tactics (SWAT) Team (this exercise will be designated by the Director of Emergency Services, USAG DPG).

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4.3. Upon TCSO SWAT's termination of the tactical phase of any given incident:

4.3.1. Tooele County may elect to take control of the perpetrators if they are civilian with no Department of Defense (DoD) affiliation. If subjects are military personnel, the TCSO will relinquish control of the subjects to military authorities.

4.3.2. TCSO may be requested to remain briefly on-site if their presence is necessary to protect the integrity of the investigative process.

4.3.3. TCSO will protect the identity of any military personnel as may be appropriate to the extent of the law.

4.4. TCSO is responsible for coordination with U.S. Army DPG Public Affairs Representative prior to releasing information related to an incident on the installation to the media.

4.5. USAG DPG is an agency of the U.S. Government and is subject to the terms of the Federal Tort Claims Act for operations occurring on DPG.

4.6. Each party hereby waives all claims against the other party for compensation for expenses and salaries occurring as a consequence of the performance of this agreement.

5. PERSONNEL. Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS.

6.1. POINTS OF CONTACT (POC). The following POCs will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For TCSO –

6.1.1.1. Primary POC: Paul J. Wimmer, Tooele County Sheriff, 435-277-4238, pwimmer@tooeleco.org.

6.1.1.2. Alternate POC: Brian White, Chief Deputy Sheriff, 435-277-4231, bwhite@tooeleco.org.

6.1.2. For USAG DPG –

6.1.2.1. Primary POC: Phillip Fishbeck, Director of Emergency Services, 435-831-2050, phillip.e.fishbeck.civ@mail.mil.

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6.1.2.2. Alternate POC: Brent Wilder, Physical Security Officer, 435-831-2283, brent.j.wilder.civ@mail.mil,

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to (or as may from time to time otherwise be directed by the Parties) –

6.2.1. For TCSO: Paul J. Wimmer, Tooele County Sheriff, 435-277-4238, pwimmer@tooeleco.org.

6.2.2. For USAG DPG: Stacey Young, Support Agreement Manager, 435-831-2819, stacey.m.young7.civ@mail.mil.

6.3. MODIFICATION OF MOA. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative. This MOA will be reviewed triennially in its entirety.

6.4. DISPUTES. Any disputes-relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with Department of Defense Instruction 4000.19.

6.5. TERMINATION OF AGREEMENT. This MOA may be terminated at any time upon the mutual written consent of the Parties.

6.6. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.7. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire understanding between the Parties regarding the MOA's subject matter.

6.8. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.9. EXPIRATION DATE. This MOA expires nine years after the last party signs.

6.10. CANCELLATION OF PREVIOUS MOA. This MOA cancels and supersedes the previously signed MOA between the same parties with the subject TCSO Special Weapons and Tactics support to USAG DPG for felonies and major disruptions on Dugway Proving Ground (DPG), and effective date of April 09, 2014.

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APPROVED:

Paul J. Wimmer

Paul J. Wimmer
Sheriff
Tooele County

10/27/16
(Date)

Wade B. Bitner

Wade B. Bitner
Chairman
Tooele County Commission

28 October 2016
(Date)

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Digitally signed by
GOODMAN.AARON.DOUGLAS.1186967778
DN: c=US, o=US Government, ou=DOD, ou=PKI,
ou=USA,
cn=GOODMAN.AARON.DOUGLAS.1186967778
Date: 2016.10.06 07:54:37 -0600

Aaron D. Goodman
Garrison Manager
Dugway Proving Ground

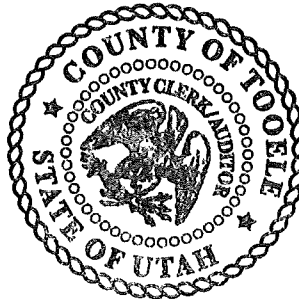
6 October 2016
(Date)

ATTEST:

Marilyn K. Gillette

Marilyn K. Gillette
Clerk
Tooele County

31 Oct 2016
(Date)



APPROVED AS TO FORM:

Scott Broadhead

Scott Broadhead
Tooele County Attorney

10/28/16
(Date)