



TOOELE COUNTY CORPORATION
CONTRACT # 16-11-03

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

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
U.S. ARMY GARRISON DUGWAY PROVING GROUND (USAG DPG)
AND
TOOELE COUNTY SHERIFF'S OFFICE (TCSO)
FOR
SUPPORT REQUIRED FOR CAPTURE AND RECOVERY OF CHEMICAL AGENT OR
BIOLOGICAL SELECT AGENTS AND TOXINS (BSAT)
AGREEMENT NUMBER: MOU-009

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

1. AUTHORITIES:

1.1. Army Regulation (AR) 190-14, Carrying of Firearms and Use of Force for Law Enforcement and Security Duties, dated 12 March 1993.

1.2. AR 190-17, BSAT Security Program, dated 3 September 2009.

1.3. AR 190-59, Chemical Agent Security Program, dated 10 April 2012.

1.4. U.S. Army Dugway Proving Ground (DPG) Physical Security Plan, Annex T (Tenant Organization PSP's) to West Desert's PSP (BSAT Recapture and Recovery Plan) to Annex C (Life Sciences Test Facility [LSTF] Site Security Plan); Annex Y (Chemical Surety Material Recapture and Recovery Operations Plan) dated 18 December 2013.

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

2. PURPOSE: To assist in the capture and recovery of unauthorized person(s) and chemical agent or BSAT stolen from Dugway Proving Ground (DPG). Apprehension of the personnel involved, though important, is a secondary concern.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. USAG DPG will:

3.1.1. Contact the Federal Bureau of Investigation.

3.1.2. Contact the TCSO Dispatch Center in the event of unauthorized removal and/or theft of chemical agent or BSAT on DPG.

3.1.3. Keep the support agencies apprised of the situation as changes occur.

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3.1.4. Utilize all available resources in pursuing all persons responsible for the unauthorized removal of chemical agent or BSAT while on DPG. Pursuits that occur outside DPG boundaries will be only in hot pursuit.

3.1.5. Ensure the transfer of custody of persons apprehended and material recovered at the earliest opportunity.

3.1.6. Ensure the agency performs any required decontamination.

3.2. TCSO will:

3.2.1. Provide on-going unilateral reports related to any threat reports or evidence that might be against USAG DPG or DPG chemical or biological surety material.

3.2.2. Upon notification of unauthorized removal of chemical agent or BSAT from DPG, utilize all available support (personnel and equipment) to assist in the capture of responsible personnel and recovery of the chemical agent or BSAT.

3.2.3. Hold the chemical agent or BSAT and the persons responsible for its removal until transferred to competent military or civilian law enforcement authority.

3.2.4. Ensure that all responding personnel stay a safe distance upwind from the chemical agent or BSAT to preclude possible contamination.

3.2.5. Continue pursuit/investigation until the chemical agent or BSATs are recovered. The primary concern is the recovery of the chemical agent or BSAT. Apprehension of personnel is secondary.

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

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT. The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

5.1.1. USAG DPG:

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

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

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5.1.2. TCSO:

5.1.2.1. Primary POC: Paul J. Wimmer, Tooele County Sheriff, 435-882-5200, 435-277-4238, pwimmer@tooeleco.org.

5.1.2.2. Alternate POC: Brian White, Chief Deputy Sheriff, 435-882-5200, bwhite@tooeleco.org.

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to the POCs listed below.

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

5.2.2. TCSO: Paul J. Wimmer, Tooele County Sheriff, 435-882-5200, 435-277-4238, pwimmer@tooeleco.org.

5.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

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

5.5. DISPUTES: Any disputes-relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

5.6. TRANSFERABILITY: This MOU is not transferable except with the written consent of the parties.

5.7. ENTIRE UNDERSTANDING: [MANDATORY]. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

5.8. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.9. EXPIRATION DATE: This MOU expires nine years after the last party signs.

5.10. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed MOU between the same parties with the subject MOU between USAG DPG and TCSO for Support Required for Capture and Recovery of Chemical Agent or BSAT, and effective date of April 09, 2014.

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APPROVED:

Paul J. Wimmer
Paul J. Wimmer
Sheriff
Tooele County

11-28-16
(Date)

Wade B. Bitner
Wade B. Bitner
Chairman
Tooele County Commission

28 NOVEMBER 2016
(Date)

GOODMAN.AARON.D
OUGLAS.1186967778

Digitally signed by
GOODMAN.AARON.D
DN: cn=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA
c=US, email=GOODMAN.AARON.D@OUGLAS.1186967778
Date: 2016.11.15 11:16:57 -0700

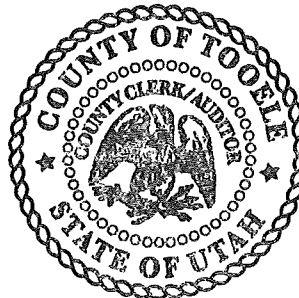
Aaron Goodman
Garrison Manager
Dugway Proving Ground

15 Nov 2016
(Date)

ATTEST:

Marilyn K. Gillette
Marilyn K. Gillette
Clerk
Tooele County

Nov 29, 2016
(Date)



APPROVED AS TO FORM:

Scott Broadhead
Scott Broadhead
Tooele County Attorney

29 NOV 2016
(Date)

