



**FIRE PROTECTION MUTUAL AID AGREEMENT  
BETWEEN TOOELE COUNTY  
AND  
U.S. ARMY GARRISON DUGWAY PROVING GROUND (USAG DPG)**

THIS AGREEMENT, entered into this 22 day of Sept, 2015, between the **UNITED STATES OF AMERICA, U.S. ARMY GARRISON DUGWAY PROVING GROUND**, pursuant to Section 1856a, Title 42, United States Code (U.S.C.) for and behalf of **U.S. ARMY GARRISON DUGWAY PROVING GROUND FIRE DEPARTMENT**, 5212 2<sup>nd</sup> Street, IMDU-ESF, Dugway, Utah 84022, (hereinafter referred to as "USAG DPG Fire Department") and **TOOELE COUNTY**, 47 South Main Street, Tooele, Utah 84074, by and through the Tooele County Sheriff (TCS) (hereinafter referred to as "TCS")

In consideration of the following terms and conditions, the parties hereto agree to jointly provide fire prevention, the protection of life and property from fire, weapons of mass destruction (WMD), and hazardous material incident support as follows:

1. On request to USAG DPG Fire Department through USAG DPG Police Dispatch by TCS, firefighting equipment and personnel of USAG DPG Fire Department will be dispatched when available to any point within the area for which TCS normally provides fire protection as designated by the representative of TCS.
2. On request to TCS by USAG DPG Fire Department, firefighting equipment and personnel of TCS will be dispatched when available to any point within the emergency firefighting authority of the USAG DPG Fire Department.
3. 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.
4. 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 the location to which the equipment is dispatched, and will be subject to the orders of the official.
  - 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. 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 TCS normally provides fire protection, USAG DPG Fire Department or its representative may assume full command on arrival at the scene of the crash.

e. 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.

f. The chief fire officers and personnel of the USAG DPG Fire Department and TCS 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.

g. The technical heads of the USAG DPG Fire Department and TCS are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by TCS in carrying out this agreement will be owned by TCS; and all personnel acting for TCS under this agreement will be an employee or volunteer member of TCS.

i. This agreement shall become effective upon the date hereof and remain in full force and effect until canceled 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. This agreement is to be reviewed by each party bi-annually.

j. This agreement supersedes 17 September 2012, Tooele County Corporation Contract #12-08-02.

IN WITNESS WHEREOF, the parties hereto have executed this Fire Protection Mutual Aid Agreement as of the date and year first above written.

TOOELE COUNTY

UNITED STATES OF AMERICA

Waide Bitner  
WAIDE BITNER  
Chairman, Tooele County Commission

SMITH.DONALD.E  
UGENE.115495496  
8  
Digitally signed by  
SMITH.DONALD.EUGENE.1154954968  
DN: cn=US, o=U.S. Government, ou=DoD,  
ou=PKI, ou=USA,  
c=SMITH.DONALD.EUGENE.1154954968  
Date: 2015.09.22 14:02:25 -0800  
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DON SMITH  
Garrison Manager, Dugway Proving Ground

8 July 2015  
Date

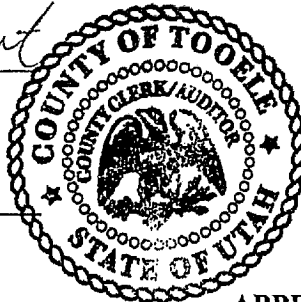
22 Sept 2015  
Date

Paul J. Wimmer  
PAUL J. WIMMER  
Sheriff, Tooele County  
7/6/15  
Date

David A. Landis  
DAVID A. LANDIS  
Fire Chief, Dugway Proving Ground  
8-24-2015  
Date

ATTEST:

Marilyn K. Gillette  
MARILYN K. GILLETTE  
Clerk, Tooele County  
7/8/15  
Date



APPROVED AS TO FORM:

APPROVED AS TO FORM:

Scott Broadhead  
SCOTT BROADHEAD  
Tooele County Attorney  
\_\_\_\_\_  
Date

Shawn L. Patten  
SHAWN L. PATTEN  
Major, U.S. Army  
Command Judge Advocate  
24 AUG 2015  
Date