

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOOELE ARMY DEPOT

AND

TOOELE COUNTY SHERIFF OFFICE

SUBJECT: Memorandum of Understanding (MOU) Between Tooele Army Depot (TEAD) and the Tooele County Sheriff Office (TCSO).

1. BACKGROUND:

a. The primary responsibility for TCSO is to protect and serve the community, to include TEAD. One of the functions of the TEAD, Law Enforcement and Security Division (LESD) is to provide emergency and routine Law Enforcement and Security services to TEAD.

b. Jurisdiction on TEAD includes areas of exclusive Federal jurisdiction and areas of concurrent State and federal jurisdiction. LESD has primary Law Enforcement responsibility at TEAD regardless of the type of jurisdiction present at a given site on the Depot.

2. PURPOSE:

a. This MOU is to document and secure the benefits of mutual assistance in Law Enforcement for the preservation of life and property on TEAD and its surrounding communities.

b. This MOU is not intended and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any parties, their parent agencies, the United States, or the offices, employees, agents, or other associated personnel thereof.

3. UNDERSTANDING OF THE PARTIES. This MOU establishes responsibilities and guidelines for mutual support associated with TEAD and TCSO.

4. AGREEMENT:

a. On request from TCSO, the LESD will dispatch, when available, LESD personnel to render assistance during a civil emergency (i.e., natural or man-made disasters) to property adjacent to TEAD not immediately accessible by TCSO until arrival of TCSO personnel or other Local or State Law Enforcement Agencies. However LESD personnel may not perform civilian law enforcement duties as such actions would violate the Posse Comitatus Act (18 U.S. Code § 1385). Military Commanders and responsible officials of Department of Defense components and agencies are authorized, when time does not permit prior approval from higher headquarters and subject to supplemental direction, to

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take immediate actions in response to requests from domestic civil authorities in order to save lives, prevent human suffering, or mitigate great property damage.

b. On request to the TCSO by the LESD, TCSO will dispatch, when available, TCSO personnel to any point within the jurisdiction of the TEAD.

c. The rendering of assistance through the terms of this understanding shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting party, if for any reason, assistance cannot be rendered.

d. Any dispatch of equipment and personnel pursuant to this understanding is subject to the following conditions:

(1) Any request for assistance, through this understanding, will specify the location to which the personnel are to be dispatched. However, a representative of the responding organization will determine the amount and type of personnel to be furnished.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the personnel are dispatched and will be subject to the orders of that official.

(3) A responding organization will be free to retire 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 law enforcement services.

(4) Each party to this agreement is authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this understanding. Such plans and procedures shall become effective upon ratification by the signatory parties.

(5) All equipment used by the TCSO in carrying out this MOU will be owned by the TCSO, and all personnel acting for the TCSO under this MOU will be employees or volunteer members of the TCSO.

(6) LESD and TCSO will seek guidance from their respective legal offices concerning jurisdiction for the conduct of investigations of possible criminal law violations on TEAD to insure that the appropriate criminal investigation agency conducts the investigation with a view toward prosecution in the appropriate State or Federal court system. LESD will contact the TEAD Legal Office, (435) 833-2536. TCSO will contact the Tooele County Attorney Office. (435) 843-3120.

(7) Domestic violence and other State of Utah protection orders have the same force and effect on TEAD as such orders have within the jurisdiction of the court that issued the order (10 U.S. Code § 1561 a). Military Protective Orders for military personnel on and off TEAD will be honored by the TCSO and transmitted through routine administrative procedures. LESD and TCSO will cooperate in the service and enforcement of protective orders at TEAD and in Tooele County.

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(8) TCSO officers seeking to serve legal process at TEAD should contact the TEAD Legal Office, (435) 833-2536 for assistance.

(9) TCSO and LESD will share incident/investigation reports and other law enforcement information upon request to the extent that such sharing is allowed under Utah state law and the Federal Privacy Act (5 U.S. Code § 552a (b) (7)). TCSO requests for LESD information or reports should be directed to: Chief of LESD, telephone (435) 833-2156. LESD requests for TCSO information or reports should be directed to: TCSO Sheriff, telephone (435) 882-5600.

(10) The Chief, LESD; and/or his representative will meet frequently with the Tooele County Sheriff and/or his representative to share information and concerns.

5. GENERAL PROVISIONS:

a. Points of Contact

(1) The Sheriff or his designee, TCSO, is responsible for administering this agreement for the TCSO, (435) 882-5600.

(2) The Commander or his designee, TEAD is responsible for administering this agreement for TEAD, (435) 833-2156.

b. Funds and Manpower:

(1) This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather a basic statement of understanding between the parties of the matter described herein. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds are made available for such expenditures.

(2) This MOU does not constitute an agreement for any party to assume or waive any liability or claim under applicable law.

c. Modifications of MOU: This MOU may be modified only by the written agreement of the Parties, duly signed by their authorized representatives.

d. Disputes: This MOU is not intended to be enforceable in any court or administrative forum. The parties will seek to resolve any dispute regarding this agreement by mutual consultation.

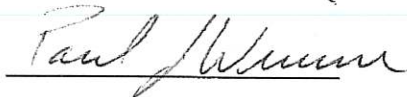
e. Termination of Understanding: This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least (30) days prior to withdrawal.

f. Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the parties regarding the MOU's Subject matter.

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g. Effective Date: This MOU take effect the day after all parties have signed and will remain in effect for an indefinite period. This MOU will be review biannually and updated as required.

h. Cancellation of Previous MOU: This MOU cancels and supersedes the previously signed agreement between the same parties.



PAUL WIMMER
Sheriff
Tooele County, UT.

Date: 4/10/2023

ERIC B. DENNIS
COL, LG
Commanding

Date: _____



JAMES A. WELCH
Tooele County Manager

Date: 4/10/2023

APPROVED AS TO FORM:



COLIN R. WINCHESTER
Deputy Tooele County Attorney

Date: 04/10/2023