

Date of Review (Month, Year): Sep. 2023

Support Agreement Manager (SAM): Darlene Delmas

Program Name: Mutual Aid Support Emergency Services Response Areas

Office Symbol: MCXE-Z

MEDCOM Agreement Number: RHC-C-EACH 18-048

TOOELE COUNTY CORPORATION
CONTRACT # 23-08-17

In accordance with the support agreement review required by the Department of Defense Instruction 4000.19, this agreement numbered: **RHC-C-EACH 18-048** has been reviewed by: **USAG-Dugway, USAMEDDAC-Fort Carson, and Tooele County Emergency Management** who have agreed as follows;

1. The agreement attached is still a valid agreement, the receiving agency still has a bona fide need and the supplying agency still has full capability of delivering the service outlined in the agreement.
2. The receiving activity is continuing to receive services in accordance with the terms detailed in the agreement.
3. The agreement does not need any major functional changes to assure that services can still be rendered as detailed by the agreement.
4. The agreement has been updated with all minor changes necessary to keep the document current. These changes should include updating the cost breakdown and changes to POCs for either party.

Changes are attached: Yes or No

Signature by all parties indicates the annual review is complete, and the agreement is current and valid.

FOR USAG-Dugway

FOR USAMEDDAC-Fort Carson

Signature: 

Signature: _____

Name: Bucky Whitehouse

Name: Darlene Delmas

Date: August 1, 2023

Date:

Title: Director

Title: Support Agreement Manager

Agency: Tooele County
Emergency Services

Agency: Resource Management

Phone: 435-833-8100

Phone: 719-526-7282

APPROVED AS TO FORM:

 08/01/2023

Colin R. Winchester
Deputy Tooele County Attorney

MODIFICATION TO AGREEMENT (Use this space to note any changes necessary to update this agreement.)

Sept 2022 Review:

Para 2.1. Change "Directorate of Emergency Services (DES)" to "Directorate of Operations (DoO)".
.....

Sept 2023 Review:

MEMORANDUM OF AGREEMENT
BETWEEN
EVANS ARMY COMMUNITY HOSPITAL
FT. CARSON, COLORADO
AND
U.S. ARMY GARRISON, DUGWAY PROVING GROUND (USAG DPG), UTAH
AND
TOOELE COUNTY EMERGENCY MANAGEMENT (TCEM)
FOR
MUTUAL AID SUPPORT
RHC-C-EACH 18-048
WSIHVA18263001

This agreement, entered into this _____ day of _____ 2018, between the Secretary of the Army, acting according to the authority of Sections 1856 and 1856a, Title 42, United States Code (U.S.C.) and all agencies of TCEM is to secure for each the benefits of mutual aid in emergency services, including the protection of life and property from fire, and emergency services, including basic medical support, basic and advanced life support, military aircraft crash response, and incident management.

1. Purpose: To facilitate mutual aid cooperation and identify responsibilities between Evans Army Community Hospital, hereinafter called (MEDCOM EMS), USAG DPG, and agencies controlled by TCEM. Furthermore, this MAA shall establish response areas for MEDCOM EMS.

2. General Provisions:

2.1. On request to the Directorate of Emergency Services (DES) of USAG DPG by a representative of TCEM, equipment and personnel of MEDCOM EMS will be dispatched, when available, to any point within the geographic areas listed in Section 2.1.1. and 2.1.2. below.

2.1.1. MEDCOM EMS Service Area: North on Skull Valley Road to Eight Mile Pass Road (mile marker 20). East on SR-199 to mile marker 12 at the top of Johnson's Pass. Southeast on Erickson Pass Road to Dugway Road (mile marker 104). Southwest on Pony Express Road to the Tooele/Juab county line. A map of the service areas is attached to this agreement.

2.1.2. USAG DPG Coverage Area: White Rock Road, Lincoln Highway Route 1919, and Dugway Road. A map of the service areas is attached to this agreement.

2.2. MEDCOM EMS Medical Evacuation to Local Area Hospitals: Determined by on scene MEDCOM Emergency Medical Services personnel.

2.3. On request to a representative of TCEM by a representative of the MEDCOM EMS Department, personnel under the jurisdictional control of TCEM will be dispatched, when available, to any point within the jurisdictional boundaries of the MEDCOM EMS Department.

2.4. 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.

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

2.5.1. Request for MEDCOM EMS: Upon request, a responding civilian agency, upon determination that an emergency exists and subject to the availability of personnel and equipment resources, shall request MEDCOM EMS personnel and equipment to aid the requesting civilian agency. This request shall be initiated by Tooele County Sheriff 911 Dispatch and directed to Dugway 911 Dispatch. USAG DPG 911 Dispatch shall then relay the command-approved off-post EMS request to MEDCOM EMS.

2.5.2. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

2.5.3. The 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 emergency medical services.

2.6. 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.

2.7. The chief officers and personnel of both agencies to this agreement 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-disaster planning inspections, training, and drills.

2.8. The technical head of the departments of the parties to this agreement 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.

2.9. All equipment used by the MEDCOM EMS in carrying out this agreement shall be owned by the United States Government, and all equipment for TCEM under this agreement shall be owned by TCEM.

3. Implementation Instructions:

3.1 Effective Date: This agreement becomes effective upon the last signature of all parties.

3.2. Review/Modifications: This MAA will be reviewed annually and may be subject to review at any time upon request by either party. Under normal circumstances, a 30-day written notice will be provided if the agreement is to be unilaterally modified, suspended, or terminated. A legal review shall be obtained before any modifications are made to this agreement.

3.3. Termination Date: This MAA may remain in effect for a period of nine 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 MAA with a 30-day advance notice.

3.4. Subject to the Availability of Funding: The provisions of the agreement will be implemented subject to the availability of funding.

4. In witness whereof, the parties hereto have executed this agreement on the day and year first written above.

For TCEM:


For USAG DPG:



DUCKY WHITEHOUSE
Emergency Services Director

6/13/2018

(Date)

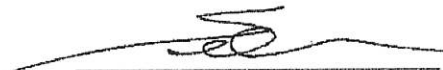


AARON D. GOODMAN
Garrison Manager

24 May 2018

(Date)

For MEDCOM EMS:



ERIC S. EDWARDS
COL, MS
Commanding

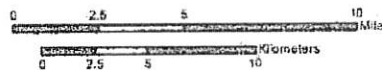
20 Sep 2018

(Date)

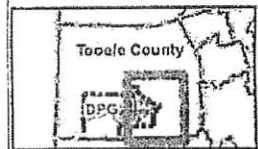
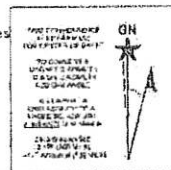


This map was produced by MDOU-PWEP GIS
 MEDCOM_EMS_Service_Areas.mxd - 31 March 2014
 Not all data layers represented maintain the
 same accuracy level. Therefore the map scale
 applied does not necessarily equate to the
 implied horizontal and vertical accuracy.

- Legend**
- EMS_Service_Roads
 - County Boundary
 - Dugway Boundary



SPHEROID-----WGS84
 GRID-----3000 METER UTM ZONE [12N]
 PROJECTION-----TRANSVERSE MERCATOR
 HORIZONTAL DATUM-----NAD 1983 WGS 1984
 PREPARED BY-----MDOU-PWEP GIS





DEPARTMENT OF THE ARMY
OSJA, HQ, 4TH INFANTRY DIVISION AND FORT CARSON
1633 MEKONG STREET, BUILDING 6222
FORT CARSON, COLORADO 80913

AFYB-JA-AD

24 January 2018

MEMORANDUM FOR Delos Q. Howard, Management Branch (SAM), Resource Management Division, Evans Army Community Hospital, 1650 Cochran Circle, Fort Carson, Colorado 80913

SUBJECT: Legal Review – Memorandum of Agreement between Evans Army Community Hospital (MEDCOM EMS), U.S. Army Garrison, Dugway Proving Ground (USAG DPG), and Tooele County Emergency Management (TCEM) for Mutual Aid Support (agreement).

1. BLUF. The agreement is legally **insufficient**, as the approving authority is the garrison commander, not the MSC commander. Besides this, there are no legal insufficiencies.
2. Facts. MEDCOM EMS, USAG DPG, and TCEM wish to enter an agreement for mutual aid support in which MEDCOM EMS equipment and personnel will dispatch to areas identified in paragraphs 2.1.1 and 2.1.2 of the agreement.
3. Law.
 - a. Under Army Regulation (AR) 420-1 only garrison commanders acting on behalf of the Secretary of the Army may execute agreements. AR 420-1, *Army Facilities Management*, ¶ 25-9(e)(2) (12 February 2008).
 - b. DoD mandates "[m]utual aid agreements do not change DoD response requirements[.]" Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services (F&Es) Program*, Enclosure 5: Staffing Requirements, ¶ E5.1.4.2. 1 (3 February 2017).
 - c. DoD also requires agreements to "provide for terms for reimbursement of each party for all or any part of costs incurred in furnishing F&ES to the other party." *Id.* ¶ E5.1.4.3.
4. Analysis.
 - a. As proposed, the agreement's approval authority is the MSC commander. This is insufficient under AR 420-1, ¶ 25-9(e)(2), which requires execution by the garrison commander.
 - b. The agreement is proper under DODI 6055.06, ¶ E51.4.2 provided it does not change DoD response requirements, including staffing on Fort Carson.
 - c. The agreement complies with DODI 6055.06, ¶ E51.4.3, as reimbursement is provided for under paragraph 2.6 of the agreement.
5. Recommendation. Recommend the agreement not be approved as proposed, the garrison commander's signature block be inserted, or a delegation of authority be produced that clarifies the roles between the garrison and EACH.

AFYB-JA-AD

SUBJECT: Legal Review – Memorandum of Agreement between Evans Army Community Hospital (MEDCOM EMS), U.S. Army Garrison, Dugway Proving Ground (USAG DPG), and Tooele County Emergency Management (TCEM) for Mutual Aid Support.

6. The point of contact for this action is the undersigned at (719) 526-6837 or nathan.m.stopps.mil@mail.mil.

A handwritten signature in black ink, appearing to read "Nathan Stopps", is written over the typed name and title.

NATHAN STOPPS
CPT, JA
Administrative Law Attorney

Fort Carson MEDDAC & Evans Army Community Hospital

Staff Action Summary

Subject: Mutual Aid Support between Evans, Dugway, Tooele County Emergency Management (TCEM)	Suspense:
	Date: 27 Jun 2018

Executive Summary: (Describe purpose, background, and pertinent information.)

Please review and approve the Mutual Aid Agreement between Evans, Dugway, & TCEM to continue as years past.

SEP 17 09:51

Recommendations: (State what you want Final Approving Official to do.)

COL Edwards approve/sign copy of the MOA at the "Sign Here" tab.

Agreement for Emergency Medical Services in the Utah areas of Dugway & Tooele that are not heavily populated and very rural. Legal review enclosed.

Action Officer Name/Section/Phone: Delos Howard/RMD/526-7282	Department/Division Chief Name, Signature & Phone: Chief RMD/MAJ Scott T. Sorquist/526-7316
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Staff Coordination <i>Route in sequence number - lower to higher</i>						Final Approval <i>Route in sequence number - as needed</i>					
Route Order	Dept/Clinic	Concur/Non Concur	See Attached Comments	Initials	Date	Route Order	Executive Staff	Concur/Non Concur	See Attached Comments	Initials	Date
1	PMD	Concur		SAS	6/18	1	ADJ	C		BP	17 S.T.
2	RMD-DELOS	Concur			8/18		Troop CSM				
3	LEGAL	Concur		Email	1/18		Troop CDR				
4	RMD	C		Sir	9/1/18		DCCS				
5						2	DCN				
6							DCA				
7							DCQS				
8							CSM				
9						3	CDR	A			
10	Action Officer	Action Officer reply to attached comments required before final approval				4	Return to Action Officer				