

MUTUAL AND AUTOMATIC AID AGREEMENT  
BETWEEN  
TOOELE COUNTY  
AND  
U.S. ARMY GARRISON DUGWAY PROVING GROUND (USAG DPG)  
FOR  
MUTUAL FIRE PROTECTION  
AGREEMENT NUMBER IM-W906AM-024-001-MAA

SUBJECT: Mutual and Automatic Aid Agreement between Tooele County and USAG DPG

This Agreement, entered into this 14 February, 2024, between the United States of America, U.S. Army Garrison Dugway Proving Ground (USAG DPG), pursuant to Section 1856a, Title 42, United State code (U.S.C.) for and behalf of USAG DPG Fire Department, 5212 Second Street, AMIM-DUL-F, Dugway, Utah 84022 and Tooele County, 47 South Main Street, Tooele, Utah 84074, by and through the Tooele County Emergency Manager (TCES), hereinafter referred to as TCES. When USAG DPG and TCES are referred to collectively, they are referred to as the "Agencies".

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. Definitions:

1.1. TCES managed Fire Organizations consist of Tooele City FD, Grantsville City FD, North Tooele County FD, Stockton City FD, Rush Valley FD, Vernon FD, Wendover City FD, and the Tooele County Fire Department to include the Ibapah, Terra, South Rim, and Wendover Airport Fire Stations.

1.2. TCES Representatives: Tooele County Dispatch, Tooele Country Emergency Operations Center, Tooele County Sheriff's Office, Tooele County Search and Rescue, and the Tooele County Roads Department.

1.3. Dugway Proving Ground (DPG) Representatives: USAG DPG Dispatch and USAG DPG Emergency Operations Center.

1.4. Mutual Aid Area: See attached Mutual Aid Area Map

1.5. DPG Emergency Response Automatic Aid Area: See attached Automatic Aid Area Map.

2. Automatic Aid from USAG DPG Fire Department, to the area depicted on the Automatic Aid Area Map, is to be received for calls categorized as Priority 1 or Priority 2

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according to standards within the Tooele County Dispatch Policy. Requests for an automatic aid response will be processed through Tooele County Dispatch, directly to USAG DPG Dispatch.

3. On request to DPG Representative from TCES representatives, mutual aid firefighting equipment, and personnel of USAG DPG Fire Department will be dispatched when available to any point within Tooele County as requested by TCES.

4. On request to TCES from DPG representatives, mutual aid firefighting equipment and personnel of TCES managed fire organizations will be dispatched when available to any point within the boundaries of Dugway Proving Ground.

5. 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.

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

6.1. 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.

6.2. The responding organization will report to the Incident Commander (IC) of the requesting organization and will be subject to the orders of IC.

6.3. 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.

6.4. If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within Tooele County, USAG DPG Fire Department or its representative may assume full command on arrival at the scene of the crash.

6.5. 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.

6.6. The Chief Fire Officers and personnel of the USAG DPG Fire Department and TCES managed Fire organizations are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours

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consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

6.7. The technical heads of the USAG DPG Fire Department and TCES managed Fire organizations 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.

6.8. All equipment used by TCES managed fire organizations in carrying out this agreement will be owned by TCES managed fire organizations; and all personnel acting for TCES managed fire organizations under this agreement will be an employee or volunteer member of TCES managed fire organizations.

6.9. All equipment used by USAG DPG Fire Department in carrying out this agreement will be owned the United States Government, and all personnel acting for USAG DPG Fire Department under this agreement will be employees of the United States Government.

6.10. 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 biannually.

6.11. This agreement supersedes 22 September 2015, Fire Protection Mutual Aid Agreement.

7. The following point of contact (POC) will be used by the Agencies to communicate in the implementation of this Mutual Fire Protection Agreement. All correspondence and notices to be given pursuant to this Mutual Fire Protection Agreement will be addressed as follows:

7.1. USAG DPG:

7.1.1. Director of Operations, Brent J.R. Wilder, (435) 831-2283,  
brent.j.wilder.civ@army.mil

7.1.2. Fire Chief, Michael Cameron, (435) 831-3356,  
michael.a.cameron16.civ@army.mil

7.1.3. Installation Agreement Manager, Robin Rawls, (435) 830-8258,  
robin.m.rawls.civ@army.mil

7.2. Tooele County:

7.2.1. Tooele County Emergency Services Director, Bucky Whitehouse, (435) 241-0220, bucky.whitehouse@tcem.org

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7.2.1. Tooele County Emergency Services Office Manager, Beckie Boekweg, (435) 833-8100, bekie.boekweg@tcem.org

8. This Mutual Fire Protection Agreement may only be modified by the written agreement of the Agencies, duly signed by their authorized representatives.

9. This Mutual Fire Protection Agreement is not transferable except with the written consent of the Agencies.

10. Release. Each party hereto hereby releases the other parties of any claims they may have related to this Mutual Fire Protection Agreement

11. If any term, provision, or condition of this Mutual Fire Protection Agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this Mutual Fire Protection Agreement and all remaining terms, provisions, and conditions of this Mutual Fire Protection Agreement shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

12. Legal Reviews:

The Office of the Staff Judge Advocate reviewed this agreement and found it to be legally sufficient.

12.1. USAG DPG

BROWN.CHRISTO  
PHER.DEAN.14015  
53939

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BROWN.CHRISTOPHER.DEAN.  
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Date: 2024.02.22 11:31:09 -07'00'

Christopher Brown

22-Feb-24

Date

Attorney for TCES reviewed this agreement and found it to be legally sufficient.

12.2. TCES

Nathan Harris

2/14/24  
Date

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13. The Agencies agree and concur with this MOU by way of signature.

AGREED:

For the USAG DPG -

For the TSCO -

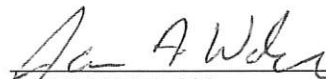
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CHRISTOPHER D. DAMOUR  
Garrison Manager

29-Feb-24

Date



ANDY WELCH  
Tooele County Manager

2/14/24

Date



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Date: 2024.02.29 07:19:39 -07'00'

BRENT J.R. WILDER

29-Feb-24

Date

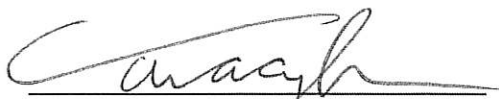


BUCKY WHITEHOUSE

2/20/24

Date

ATTEST:



TRACY SHAW  
Tooele County Clerk

2/20/24

Date

