

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The Utah Department of Public Safety, Division of Emergency Management  
AND  
Tooele County**

1. **SUBJECT:** Utilization of Tooele County Deseret Peak Complex as a State Logistics Staging Area
2. **PURPOSE:** To clarify responsibilities, policies and basic procedures necessary to ensure understanding and accord between the Utah Department of Public Safety, Division of Emergency Management "the Division" and Tooele County respecting use of the Deseret Peak Complex and facilities.
3. **REFERENCES:**
  - a. State of Utah Emergency Operations Plan
  - b. State of Utah Logistics Plan
4. **SCOPE:** This Memorandum of Understanding (MOU) for the use of the Deseret Peak Complex and facilities is made between the Division and Tooele County.
5. **UNDERSTANDING, AGREEMENTS, AND SUPPORT REQUIREMENTS:**
  - a. The Logistics Section Manager is the agent of the Division for all matters concerning usage and coordination of State Logistics Staging Areas.
  - b. In the event of a declaration of an Emergency or Major Disaster under the Stafford Act, if available for use, Tooele County will make the Deseret Peak Complex and facilities available to State of Utah personnel and equipment as required for response and recovery operations associated with the Emergency or Disaster event. Uses may include, but are not limited to, use as an Interim Operating Facility (IOF), Joint Field Office (JFO), Staging Area, Base Camp etc. The function for use will be communicated at the time of the Emergency or Disaster, and will have full concurrence of the State of Utah.
  - c. The Division is responsible for reimbursing Tooele County, based upon agreed identifiable cost for occupancy of the Deseret Peak Complex and facilities
  - d. The Division will ensure the outdoor clean up and general indoor housekeeping of Deseret Peak Complex and facilities and to report any damage, maintenance, safety, or security problems to Tooele County.

e. The Division will be responsible for any costs associated with providing emergency back-up electrical power, telecommunication, and network capabilities beyond existing services to meet operational needs.

f. The Division will be responsible for any costs associated with Fire Protection services incurred should any incidents take place as a result of the use of the Deseret Peak Complex and facilities.

g. The Division assumes the responsibility for the loss of any items stored at the facilities owned by the State and will properly store and secure any items on the premises.

h. Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. §§ 63G-7-101 to -904). Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

i. Modification of this agreement requires written notification and approval by all parties 60 days in advance of acting on this agreement.

**6. EFFECTIVE/ TERMINATION DATE:**

- a. This MOU is effective upon signature by all parties.
- b. This MOU may be terminated by either party upon written notification.
- c. This MOU is effective for five (5) years from the signature date.
- d. This MOU will be reviewed annually and revised as needed.

**Signatures**

Utah Department of Public Safety

\_\_\_\_\_

Date \_\_\_\_\_

Tooele County

Colleen Johnson

Date 6 Dec 11

ATTEST:

Marilyn K. Gillette  
MARILYN K. GILLETTE  
TOOELE COUNTY CLERK

