

MEMORANDUM OF AGREEMENT  
BETWEEN  
UTAH NATIONAL GUARD  
ARMY GARRISON CAMP WILLIAMS  
AND  
UTAH DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY, FIRE AND STATE LANDS

SUBJECT: Wildfire Response on Camp Williams

1. References.

- a. DoD Instruction 4000.19, Support Agreements
- b. NGR 5-2, National Guard Support Agreements

2. Purpose. To clarify responsibilities, policies, and basic procedures necessary to ensure understanding and accord between the Utah National Guard, Army Garrison Camp Williams (hereinafter "AGCW") and Utah Department of Natural Resources, Division of Forestry, Fire and State Lands (hereinafter "STATE") with regard to wildfire on Camp Williams.

3. Scope. This Memorandum of Agreement (MOA) is between AGCW and STATE.

4. Understandings, Agreements, and Support Requirements.

a. **WHEREAS** AGCW has entered into an agreement with the Unified Fire Authority (UFA) to be its primary service provider for wildland fire management services within the boundaries of AGCW, and

b. **WHEREAS** the STATE is by cooperative agreement the representative of county and local agencies when dealing with the Federal Land Management agencies including ordering suppression resources through the Northern Utah Interagency Fire Center (NUIFC) and the National Interagency Dispatch System, and

c. **WHEREAS** the land within the boundaries of AGCW is managed and operated by the Utah National Guard who assumes the inherent risks and responsibilities associated with fire suppression operations within active military reservation: and

d. **WHEREAS** it is in the best interest of the STATE and AGCW to detect and quickly suppress wildland fires before they become large and more difficult to control:

e. **THEREFORE**, the parties to this agreement do hereby agree as follows:

The STATE will:

- (1) Provide wildland fire or associated training to AGCW personnel as requested.

- (2) Coordinate hazardous fuels mitigation projects with AGCW as requested.
- (3) Provide a technical suppression specialist/advisor when requested.
- (4) Delegate the authority for the requesting of aviation assets through NUIFC for wildland fire suppression within the boundaries of AGCW to the UFA wildland fire duty officer/incident commander.
- (5) Not take independent suppression action within the boundary of AGCW. Coordination with AGCW leadership and UFA incident commander is required before STATE personnel or resources are committed to any wildfire incidents on AGCW.
- (6) Pay a proportionate cost for suppression of wildland fires occurring on SITLA and State Armory Board lands. Cost will be determined by number of acres and resources used.
- (7) Provide a trained fire business specialist to track the cost of suppression resources ordered through NUIFC for assignment to wildland fire incident on AGCW.
- (8) Submit an I-Suite (an incident base automation tool) cost estimate to UTARNG for any fire event deploying aviation assets and/or other wildland fire resources ordered through NUIFC, no later than 45 days from the end of the event or no later than 30 September of each calendar year. All claims for reimbursement will be made at the current rate for such services. Resources requested by UFA through other means such as mutual aid are not reimbursable under this agreement.

AGCW will:

- (9) Provide a daily report to NUIFC identifying the UFA wildland fire duty officer and suppression resources on duty at AGCW.
- (10) Notify NUIFC of all fire starts on or adjacent to AGCW.
- (11) Assign the UFA wildland duty officer to order aviation assets and other wildland fire resources from NUIFC.
- (12) Pay undisputed claims by STATE for reimbursement of (suppression costs in accordance with Annex A.
- (13) Take initial fire suppression action on AGCW as determined by the AGCW Commander and in accordance with the Memorandum of Agreement with UFA.
- (14) Prepare reports containing costs of personnel, equipment, and supplies used for wildland fire suppression by AGCW and submit to the STATE upon request.
- (15) Pay suppression costs for wildland fires on non-state owned lands within the boundary of AGCW.

(16) Initiate cause and origin investigation on all fires within AGCW boundaries employing qualified STATE and/or UFA wildland fire investigators.

f. It is mutually agreed:

(1) STATE and AGCW will coordinate fire suppression efforts, to the extent possible, to ensure efficient, cost-effective operations and compliance with concerns and constraints provided by AGCW.

(2) STATE and AGCW will agree to all costs and fees associated with any training, consultation, or assistance requested by AGCW prior to STATE performing these services.

(3) State law (UCA 65A-3-4) states any person responsible for the existence or spread of a wildland fire necessitating suppression action shall be liable for the payment of the costs of the suppression action.

(4) This agreement goes into effect when signed.

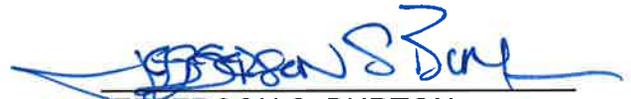
(5) This agreement terminates when canceled by either party with a 60-day written notice.

(6) This agreement may be amended at any time by consent of both the STATE and AGCW.



BRIAN COTTAM  
State Forester/Director  
Utah Division of Forestry, Fire  
& State Lands

7-7-14  
(Date)



JEFFERSON S. BURTON  
Major General  
The Adjutant General

30 Jun 14  
(Date)



FRED ~~JOHNSON~~ DONALDSON  
Assistant Attorney General

7/7/2014  
(Date)

## ANNEX A

### FIRE SUPPRESSION REIMBURSEMENT PROCEDURES

1. The STATE may file a claim for fire suppression reimbursement against the Utah Army National Guard (UTARNG) in accordance with the following guidelines:

a. Obtain a Standard Form 95, Claim for Damage, Injury, or death, by contacting the Office of the State Judge Advocate at 801-523-4322.

b. Submit completed form and all supporting documents to:

Headquarters Utah National Guard  
Office of The Adjutant General  
ATTN: JAG  
PO Box 1776  
Draper, UT 84020-1776

2. The UTARNG will:

a. Review the Standard Form 95 and all supporting documents submitted by STATE

b. Forward completed packet to the U.S. Army Claims Office, Fort Carson, Colorado. The U.S. Army Claims Office will contact STATE directly if additional information is needed to process the claim.

c. Affirmative claims (damage by STATE to UTARNG property) will be submitted by the UTARNG State Judge Advocate to the U.S. Army Claims Office, ATTN: Recovery Judge Advocate, Fort Carson, Colorado. The U.S. Army Claims, Recovery Judge Advocate will contact STATE at the following address:

Utah Division of Forestry, Fire and State Lands  
1594 West North Temple  
Suite 3520  
Box 145703  
Salt Lake City, UT 84114-5703