

Tooele County Corporation

Contract #: 20-04-02

Date: _____

TOOELE COUNTY AND THE TOWN OF RUSH VALLEY
WILDLAND FIRE PROTECTION COOPERATIVE AGREEMENT

SECTION I – CONTRACTING PARTIES: THIS AGREEMENT, made and entered into this 17th day of December, 2019, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as “County”), and the TOWN OF RUSH VALLEY, a body politic and corporate of the State of Utah, (hereinafter referred to as “Entity”).

WITNESSETH

SECTION II – PURPOSE: This agreement is for the purpose of amending the reciprocal fire protection agreement between the County and the Entity and to establish a mutual understanding of aid, and compensation for aid, in the act of emergency support between the parties for commonly practiced and nationally recognized Wildland Fire suppression and support services.

SECTION III – TERMINATION OF EXISTING RECIPROCAL FIRE PROTECTION AGREEMENTS: All written or implied reciprocal fire protection agreements regarding wildland fire suppression and support services between the County and the Entity are hereby terminated, and from the date of this agreement, all wildland fire protection services between the Entity and the County shall be governed by this agreement and any subsequent written amendments hereto. This agreement is a supplement to the “Tooele County Fire Protection Cooperative Agreement Ensuring Fire Department Response to the Unincorporated Areas of Tooele County and Response to Special Operation Incidents in Tooele County” as well as any active “Utah Wildfire Resource Memorandum of Understanding” agreements held between Utah Division of Forestry, Fire, and State Lands and the local Fire Departments or Districts.

SECTION IV – DEFINITIONS:

A. Initial Attack. The actions taken by the first resources to arrive at a wildfire to protect lives and property and to prevent further extension of the fire. Limited to the first operational period of ten (10) hours.

B. Extended Attack. A wildland fire that has not been contained or controlled by initial attack forces and for which more firefighting resources are arriving, en route, or being ordered by the initial attack incident commander.

SECTION V – RESPONSIBILITIES OF THE COUNTY:

A. Fire Fighting. The County agrees to support the Entity and the Entities' Fire Department by providing needed equipment and training for safe and effective Wildland Fire response. Requests for equipment and training shall be made directly to the State Fire Warden for Tooele County (hereinafter "Fire Warden") and will be subject to the availability of funding and resources. The Fire Warden will be the sole judge of if and when the request will be filled based on the feasibility of the request and available funding. Additionally, (referencing the County's Initial Attack Wildland Fire Reimbursement Policy) the Town Fire Department can submit reimbursement requests to the Fire Warden for initial attack wildland fire suppression services to unincorporated lands within Tooele County (See exhibit A). Fire Departments can also engage in Fire Mitigation projects on unincorporated and non-fire district lands and be reimbursed for their time and equipment based on the Tooele County Project Reimbursement Policy (See exhibit B). Tooele County also agrees, per an agreement with the State Division of Forestry Fire and State Lands, to fund the costs of initial attack firefighting performed by State and Federal resources within the Entities' political boundaries. Extended attack wildfire costs are subject to the existence or non-existence of a cooperative agreement between the Town, City, or District and the State Division of Forestry Fire and State Lands.

B. Dispatch. Tooele County will provide dispatch services to recognized fire departments within Tooele County. Dispatching policies and procedures are subject to change by request of authorized organizations such as the Tooele County Chiefs Association.

C. Cost Recovery and Investigations. At the Town, City or Districts request; Tooele County will assist with the investigation for wildland fire response or other cost recoverable incidents. For incidents where an individual or corporate has been found at fault and liable for causing a hazardous materials emergency, aggravated fire emergency, or aggravated emergency medical response; Tooele County will reimburse the Town, City, or District for the response utilizing the rate table found in exhibit A and seek cost recovery at Tooele County's own risk of not recuperating the expense.

SECTION VI – RESPONSIBILITIES OF THE ENTITY: The Entity agrees to accept custody of wildland fire related equipment provided by Tooele County and locate the same within the associated Fire Department. The Entity agrees to provide regular routine maintenance for said equipment. At such time as said equipment can no longer be cost effectively repaired or no longer has a use to the Entity, the Entity shall notify the Fire Warden in writing of such facts and obtain the concurrence of the Fire Warden in said decision and seek the County's direction in disposing of the same. Consumable items such as personal protective equipment (PPE) and those expected to have a short-term use are exempt from the County's direction of disposal.

The Entity agrees, at the request of the Fire Warden, the County Sheriff, the Fire Chief of the North Tooele County Fire Protection Service District (hereinafter "District Chief"), or the properly authorized designees, in the time of emergency or necessity to furnish aid in the nature of apparatus, equipment, and personnel, to combat fires or assist in the time of a disaster within the pre designated response zone (Exhibit C) assigned to the Entities' Fire Department or to any other agencies response zone within Tooele County. Response zones are subject to change by official request from authorized organizations such as the Tooele County Chiefs Association. When the Entities' Fire Department, or parts thereof, is engaged in fire-fighting efforts outside of its jurisdiction pursuant to this agreement, the Entities fire-fighters shall be subject to the authority and direction of the Fire Warden, County Sheriff, District Chief, or the qualified Incident Commander representing the jurisdiction having authority. The Entities personnel, acting pursuant to this agreement, shall be considered to be acting pursuant to lawful orders of the Fire Warden, Sheriff, District Chief, or Incident Commander and therefore, are acting within the scope of their voluntary services and not as employees of the State of Utah, Tooele County or any County Fire District. The Entities' Fire Chief is responsible for the training and qualifications of the personnel that he or she supervises and is required to ensure that those who respond on behalf of the Entity are acting within and do not exceed the scope of their training and qualifications.

It is understood and agreed that the Entity will be under no obligation to furnish aid to the County, Fire Warden or North Tooele County Fire Protection Service District, if under the circumstances; furnishing of such aid will endanger or jeopardize fire protection within the Entities' jurisdiction. The Entities Fire Chief or the properly authorized designee will be the sole judge as to when conditions permit assistance to be rendered pursuant to this agreement. In the event the Entities' fire personnel are engaged in fighting fire pursuant to the provisions of this agreement outside of their jurisdiction, the Entity may, in order to attend to an alarm within their jurisdiction, withdraw from the County fire upon notice to the person in charge of the incident.

The Sheriff, Fire Warden, or District Chief will have the option, if the Entities personnel are unable to respond to a County fire, to take custody of any equipment provided to the Entity under this agreement, and use the same in the suppression of any County fire, provided the same are not being currently used by the Entity and notification has been made to the Entities' Fire Chief or authorized representative that the equipment has been borrowed.

Emergency Medical Services. In order for the Entities' Fire Department to provide emergency medical care within unincorporated areas of Tooele County they must adhere to State recognized laws and standards and be licensed by the State to perform medical care.

SECTION VII – LIABILITY: It is expressly agreed between the parties hereto that any claim against either party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement, is hereby waived. The Entity agrees to maintain liability insurance for its Fire Department, and to cover all volunteer fire-fighters with worker's compensation insurance for all activities that they may perform under this agreement.

SECTION VIII – TERM AND TERMINATION: This agreement shall take effect upon its execution by the parties. This agreement shall remain in full force and effect thereafter for a term of one (1) year, and shall continue thereafter on a year to year basis, unless terminated pursuant to the following provisions: This agreement may be terminated at any time by either party, provided, however, that such termination shall not be effective until ninety (90) days after the terminating party gives notice of its intention to terminate, and such notice is received by the other party. Upon termination of this agreement, the Entity agrees to return all equipment transferred to it under this agreement in as good a condition as when it was received, less reasonable wear and use.

SECTION IX – NOTICE: Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing.

Tooele County:


Tooele County Fire Warden
47 South Main Street
Tooele, Utah 84074

Town of Rush Valley:

Town of Rush Valley Mayor
52 South Park Street
Rush Valley, Utah 84069

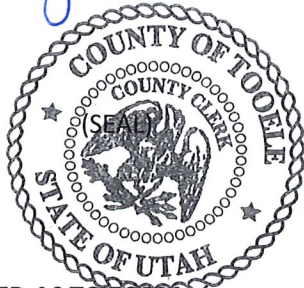
SECTION X – SEVERABILITY: If, during the term of this agreement, it is found that a specific clause of this agreement is declared unlawful, the remainder of the contract not affected by such a ruling shall remain in full force.

ATTEST:



Marilyn K. Gillette, Clerk

TOOELE COUNTY:


Tom Tripp, Commission Chairman



APPROVED AS TO FORM:


Scott A. Broadhead, Attorney


Paul J. Wimmer, Sheriff

ATTEST:

P. Rowe

Patty Rowe, Town Clerk/Recorder



APPROVED AS TO FORM:

Joe Cartwright

Joe Cartwright, Attorney

TOWN OF RUSH VALLEY:

Brian Johnson

Brian Johnson, Mayor

Date: Jan 22, 2020

Exhibit A – Tooele County Initial Attack Reimbursement Policy



Daniel B. Walton

County Fire Warden

Wildland Fire Initial Attack for Unincorporated Tooele County

Tooele County Initial Attack Reimbursement Policy

Due to the inherent nature of Tooele Counties landscape being highly prone to wildfire, and a history of countless responses from local Fire Departments to short duration initial attack wildfires; and in light of the initial attack responsibility required of Tooele County through the Cooperative Agreement that was signed between the State of Utah and Tooele County;

For wildfire initial attack responses from local fire departments on unincorporated State, Private, and Federal lands within Tooele County there is a set pay scale to reimburse the departments for their work. This reimbursement is only valid with adherence to the following policy.

Compensation;

**See Appendix A*

1. Payment will be on an hourly rate based on the type of equipment used and will not be calculated at less than one half of an hour.
2. The minimum payment for a response will be one hour.
3. Time increments entered at less than one half of an hour will either be rounded up if equal to or greater than 15 minutes or rounded down if equal to or less than 14 minutes.
4. The time entered on the Reimbursement Statement will be portal to portal but will not cover any equipment rehabilitation time.
5. Personnel are included in the equipment rate.

Requirements;

1. Response must be for an incident that can be defined as a wildfire.

Examples of a response that would not meet this requirement;

- a. A legal and attended campfire with a low chance of spreading.*

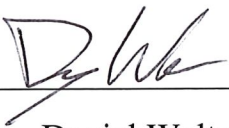
Tooele Fire Warden
15 East 100 South
Tooele, UT 84074

Mobile: (435) 241-0027
Office: (435) 833-8123
Email: dwalton@utah.gov

- b. A power pole sparking or burning after a heavy downpour with a low chance of spreading.
- c. Response to a false alarm (unable to locate)
- 2. While assigned to the incident all personnel will adhere to the chain of command, recognizing the Incident Commander as the chief authority.
- 3. Safety standards must be adhered to. Freelancing will not be tolerated and will result in demobilization without pay.
- 4. Incident Command must only employ the resources that are needed to safely suppress the fire in a timely fashion. Any additional resources that respond who are not necessary will be demobilized as the Incident Commander sees fit.
- 5. Fire Departments will have 30 days from the date of the incident to submit the reimbursement form to the County Fire Warden. The Fire Warden will review the form, approve it with a signature, and calculate the total amount to be reimbursed before submitting to the County Clerk and Auditors office for payment **See Appendix B*

Liability;

- 1. Approval to respond to a call must come from an authorized Fire Department representative.
- 2. It is recommended that each firefighter who responds has at a minimum taken and passed the NWCG courses S-190 and S-130. While this is not a requirement set by the County, should the fire escape initial attack or should command be delegated to the State all remaining personnel must have a current and valid Red Card.
- 3. The costs of any damage or injury resulting from the response, fire suppression actions, or travel back to the home unit will be the responsibility of the department who chose to accept the assignment.
- 4. By responding to a call the department accepts the terms of this Tooele County Initial Attack Reimbursement Policy.



Daniel Walton

12-1-2019

Date

APPENDIX A

**Tooele County Fire Department Wildland Fire
Reimbursement Pay Scale by Apparatus Type**

Fire Department Apparatus		
Apparatus Type	Hourly Rate	Minimum # Persons
Type 3-6 Engine	\$136	2
Type 2 Engine	\$200	3
Type 1 Engine	\$225	4
Water Tender	\$100	1
Command Vehicle	\$30	1
ATV/UTV	\$12	1
Extra Firefighter	\$25	1

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APPENDIX B

Tooele County Wildland Fire Reimbursement Statement

Department Name: _____ County Run #: _____

Incident Name: _____ Date: _____

Time of Station Departure: _____ Time Back at Station: _____

Total Hours: _____ Apparatus Call Sign: _____

Descriptive Location of Incident: _____

Description of Service: _____

Person(s) Performing Services

Name	S-130/S-190 Certified (Y or N)	Red Card (Y or No)

I certify that the above information is correct to the best of my knowledge and all services listed are for official work on behalf of my organization for Wildland Fire response on unincorporated lands within Tooele County.

Signature of Department Representative

Date

FOR FIRE WARDEN

Apparatus Type: _____ Total Billable Hours: _____ Rate: _____

Federal Charge Code: _____ Amount to Be Reimbursed: _____

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Exhibit B – Tooele County Project Reimbursement Policy



Daniel B. Walton

County Fire Warden

Project and Prescribed Fire Pay Scale for Local Fire Departments Policy

In light of the Cooperative Agreement signed between Tooele County and the State of Utah in regards to the State Wildfire Policy, there is a substantial amount of fuels mitigation that the County is required to invest in annually. In order to make the amount of work to be completed more cost effective, and to involve local resources in the planning and implementation phases.

The following policy is now in effect;

For fuels mitigation work that occurs from County and Municipal Fire Departments on unincorporated State and Private Lands there is a set amount to reimburse the Departments for their work. The Lands being worked on do *exclude* the North Tooele Fire Districts taxing area, as they have a separate agreement with the State.

Compensation;

1. Per person hourly work – \$20.00 per hour
2. Equipment Use –
 - a. Fire Engines – Daily rate of \$200.00
 - b. Heavy Equipment – Daily rate of \$260.00
 - c. ATV/UTV/Command Truck – Daily rate of \$75.00
 - d. Chainsaws or other light equipment – Daily rate of \$40.00
3. Any seed that is to be planted will be reimbursed *at cost* to the County Roads Department Weeds Division from the County Fire Department Budget – 4220
4. Any County Department who participates in a fuels reduction project will be reimbursed *at cost* from the County Fire Department Budget – 4220

Limitations;

1. Fire Department members that participate in prescribed fire events must have a current and valid red card.
2. Equipment used must be licensed, insured, and if being used on a prescribed fire must meet NWCG standards for safety and inventory.

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3. All work completed will be done so in a safe and efficient manner, protective clothing will be worn and project safety measures will be adhered to.
4. Planning work completed must provide accurate and useful data; its relevance will be determined by the County Fire Warden.
5. In order to be reimbursed for the work; the Fire Department must submit a Project Reimbursement form (*APPENDIX A*) to the Fire Warden within 30 days of the work completed. The Fire Warden will approve the reimbursement forms and turn them in to the County Clerk / Auditor for payment.

Private Land Owner Agreement (APPENDIX B);

1. In order to perform work on private land and show cooperation with the land owner we will hold them liable for a portion of the costs associated with completing the work (i.e. Land owner reimburses the County for the cost of any fuel that is required to complete a project)
2. The Land Owner will be given an opportunity to review the Project Proposal and discuss it before implementation.

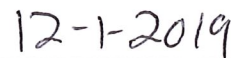
Not all of the work that needs to be done will be able to be completed by the Local Fire Departments. Contracted work will be subject to a bidding process. Some work will need to be completed by State Resources, these resources will bill the State and the State will seek reimbursement from the County.

Liability: See Appendix C



Daniel Walton

Tooele County Fire Warden



Date

Appendix A

Tooele Fire Warden
15 East 100 South
Tooele, UT 84074

Mobile: (435) 241-0027
Office: (435) 833-8123
Email: dwalton@utah.gov

Tooele County Project Reimbursement Statement

Department Name: _____

Project Name: _____ Date: _____

Beginning Mileage: _____ Ending Mileage: _____

Description of Service: _____

Special Equipment Used (Include Engine Call Signs): _____

Prescribed Fire (circle one) Yes No

Person(s) Performing Services

Name	Start Time	End Time	Total Hours

I certify that the above information is correct to the best of my knowledge and all services listed are for official work on behalf of my organization for Fire Hazard Fuels Mitigation on unincorporated State or Private Lands within Tooele County.

Signature of Department Representative _____
Date

FOR FIRE WARDEN

Billable Hours: _____ Cost of Equipment: _____ Reimbursement: _____

Fire Warden Signature of Approval _____
Date

Tooele Fire Warden
15 East 100 South
Tooele, UT 84074

Mobile: (435) 241-0027
Office: (435) 833-8123
Email: dwalton@utah.gov

APPENDIX B (Example)

Tooele Fire Warden
15 East 100 South
Tooele, UT 84074

Mobile: (435) 241-0027
Office: (435) 833-8123
Email: dwalton@utah.gov



Daniel B. Walton
County Fire Warden

Dear _____

Address: _____

Phone: _____

This is an attempt to set up a reimbursement agreement in regards to the _____ project that we have been planning. As we discussed, I would like to propose that you be held liable for the fuel costs associated with the project. This will include the cost of fuel for each vehicle to travel to, from, and operate during the project as well as fuel for any equipment or burning mix needed to complete the project.

In order for me to set an amount on these costs, each entity who participates in the project will need to record their mileage or collect the receipts for their fuel and turn them in to me. Any entity who does not report the cost of their fuel will be responsible for their own cost of the fuel and you will not be held liable for that portion.

I will collect the receipts and total the amount; I will then submit the figure to the Tooele County Clerk who will send you a bill. This bill will be due by the date stated on the invoice.

If you agree to these terms please sign and date below;

Signature: _____

Date: _____

On behalf of Tooele County; we appreciate this opportunity to partner with you on this project.

Dan Walton
 Tooele County Fire Warden

Wardens Signature: _____

Date: _____

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APPENDIX C (Example)



Daniel B. Walton

County Fire Warden

**Landowner Permission and Release of Liability for Participation in the _____
Prescribed Fire**

I, the undersigned landowner, wish to include my land in the _____ prescribed fire that will be conducted by Utah Division of Wildlife Resources and Utah Division of Forestry, Fire, and State Lands during the following timeframe: _____. I acknowledge I have read this document.

I recognize that there are inherent dangers and risks associated with prescribed fire including, but not limited to, unintentional destruction of structures, property, or vegetation; contamination of water; or other adverse effects from burning. I hereby agree to assume any and all of the risks which may be associated with this prescribed fire.

I, the undersigned landowner, hereby release Utah Division of Wildlife Resources, Utah Division of Forestry, Fire, and State Lands, and each and all other entity involved in the _____ Prescribed Fire from any liability associated with participation in the _____ prescribed fire. This release extends to any claim made by my family, estate, heirs, or assigns arising from or in any way connected with the aforementioned activities.

I, the undersigned landowner, grant permission to those conducting the prescribed fire to access my property. This permission includes any activities prior to the prescribed fire in preparation for the fire, any activity during the execution of the fire, and post-fire monitoring. I further acknowledge that I have had the right to consult with my own legal counsel prior to signing this document.

Printed Landowner Name	Date	Signature
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Printed Landowner Name	Date	Signature
------------------------	------	-----------

Approved as to form by Fredric J. Donaldson, Assistant Attorney General

Tooele Fire Warden
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Tooele, UT 84074

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Exhibit C – Fire Department Mutual Aid Response Zones

http://206.197.88.246/flexviewers/TC_FireZones/

