

**Agreement
Between Tooele County and Stockton Town
for Fire Protection within Specified Areas of Tooele County**

AGREEMENT dated this 1st day of July, 2021, by and between Tooele County ("County") and Stockton Town ("Stockton"), political subdivisions of the State of Utah.

1. **Authorization.** This Agreement is authorized by Utah Code Ann. § 11-7-1.
2. **Purpose.** The purpose of this Agreement is to ensure response to incidents within the protected area and other unincorporated areas of Tooele County.
3. **Definitions.** As used in this Agreement:
 - (a) "Incident" means an occurrence (excluding wildland fires, which are covered by separate agreement) where firefighting resources are committed to a scene within the protected area, or a mutual aid response or special operations response regardless of location.
 - (b) "Mutual aid response" means a response provided to another governmental entity pursuant to a mutual aid agreement.
 - (c) "Protected area" means the geographic area contained within the yellow border on the attached map, excluding areas within Stockton's municipal boundaries.
 - (d) "Special operations response" means a response to the following types of incidents: hazardous materials, high angle rescue, trench or confined space rescue, water rescue, dive rescue, and ice rescue.
4. **Tiered Response and Training Levels.** This Agreement is partially based on a three-tiered system of preparedness, training, equipment, capability and response in an all-hazards environment, including hazardous materials releases, water/ice rescues, other rescues (trench, high angle, low angle, and confined space), and other technically challenging responses. Stockton's tier level, which is currently Tier 1, shall be mutually reviewed and re-evaluated by the parties annually during County's last fiscal quarter.

To qualify for Tier 1 status, Stockton shall have:

 - (a)
 - (i) at least two fully trained and equipped hazardous materials technicians, trained to 29 CFR 1910.120(q) level and prepared to respond;
 - (ii) at least two fully trained and equipped dive/ice rescue technicians, trained and certified to nationally recognized standards and prepared to respond; or
 - (iii) at least two fully trained and equipped rescue technicians in any of the stated rescue disciplines, certified to nationally recognized standards and prepared to respond;and
 - (b) documented backup staff members to support the above teams.

To qualify for Tier 2 status, Stockton shall have responders who are trained to the operations level of response in one or more disciplines listed in Section 4(a). The responders shall be trained, equipped, and prepared to respond in support of the above disciplines and other disciplines by establishing decontamination operations, filling SCBA and SCUBA tanks, and providing team support for rescue, cribbing, extrication and similar operations during rescue operations.

To qualify for Tier 3 status, Stockton shall have responders with awareness level capabilities. Those skills are defined by several statutes and guidelines. For example, hazardous materials awareness personnel are identified in 29 CFR 1910.120(q) as those responders who may witness the release of hazardous materials, deny others to access the area, make notifications to dispatch and others, provide logistical support, establish and maintain traffic control, and assist with evacuation, feeding, sheltering and similar needs.

5. Term. The initial term of this Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2023. This Agreement may be extended for one additional one-year period upon mutual written consent of the parties. This Agreement may be terminated for cause by either party upon 90 days' written notice. If this Agreement is terminated during a Stockton fiscal year, the parties shall at that time mutually determine the portion of compensation that shall be repaid to County by Stockton.

6. Compensation. County shall annually pay Stockton based on this formula: \$104 for each of the 400 commercial and residential units existing in the protected area as of July 1, 2021, totaling \$41,600. On July 1, 2021, County shall pay Stockton \$41,600 for the period from July 1, 2021 through June 30, 2022. On July 1, 2022, County shall pay Stockton \$41,600 for the period from July 1, 2022 through June 30, 2023. If this Agreement is extended for an additional one-year period, on July 1, 2023, County shall pay Stockton \$41,600 for the period from July 1, 2023 through June 30, 2024. In addition, on or before December 31 of each year this Agreement is in effect, County shall pay Stockton \$20,000 if Stockton holds Tier 1 status, or \$8,000 if Stockton holds Tier 2 status, or \$6,000 if Stockton holds Tier 3 status.

7. Stockton's Obligations. Stockton shall:
- (a) be responsible for preparedness, training, equipment, and response capability;
 - (b) be primarily responsible for responses in the protected area;
 - (c) ensure that Stockton's actions and responses are consistent with local, state and national standards for emergency responses;
 - (d) actively participate in the public safety emergency preparedness network by participating in countywide training and exercises, attendance at countywide coordination meetings, etc.;
 - (e) supply mutual aid throughout Tooele County upon request so long as the furnishing of such aid will not endanger or jeopardize fire protection within Stockton Town or the protected area. If Stockton is then called to respond to an event within Stockton Town or the protected area, Stockton may withdraw from the mutual aid response event upon notification to dispatch and turning the scene over to another qualified agency and identifying the person in charge of the event;
 - (f) promptly notify County when fire investigation or cost recovery efforts are warranted, and take reasonable actions to protect evidence and preserve the scene;
 - (g) budget at least \$25,000 per fiscal year from its general fund for fire protection, which amount shall be in addition to the compensation paid by County to Stockton; and

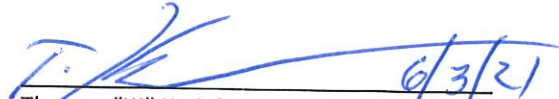
- (h) ensure that all compensation paid pursuant to this Agreement and Stockton's annual \$25,000 appropriation are used only for incident prevention, incident preparedness, equipment, training, incident responses and related purposes.
8. County's Obligations. County shall:
- (a) make timely and complete payments required by Section 6;
 - (b) in conjunction with Stockton's fire chief, provide fire prevention efforts in the protected area (i.e., fire code enforcement such as construction plan reviews, fire inspections, etc.);
 - (c) be primarily responsible for providing fire investigation efforts and cost recovery efforts within the unincorporated areas of the county; and
 - (d) upon request from Stockton, provide fire investigation efforts and cost recovery efforts within Stockton Town.
9. Liability. Each party waives any claim against the other party for loss, damage, personal injury, or death occurring in the performance of this Agreement. Stockton agrees to maintain relevant liability insurance for its fire department, and to cover its responders with workers' compensation insurance for all activities performed under this Agreement.
10. Modifications. This Agreement may only be amended, modified, or supplemented by written amendment signed by both parties.
11. Entire Agreement. This document, including any attached exhibits, constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it is the intention of the parties to provide for a complete integration within the provisions of this document.
12. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
13. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.
14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.
15. Cost of Default. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

TOOELE COUNTY:



Tom Tripp Date
Chair, Tooele County Council

STOCKTON TOWN:




Thomas "KJ" Karjola Date
Mayor, Stockton Town

APPROVED AS TO FORM:



Colin Winchester Date
Deputy Tooele County Attorney

APPROVED AS TO FORM:



Roger Evans Baker Date
Stockton Town Attorney

ATTEST:



Marilyn K. Gillette Date
Tooele County Clerk

ATTEST:



Ashlee Wanlass Date
Stockton Town Clerk



Stockton

Rush Valley

