



Tooele County Council Agenda Item Summary

Department Making Request:

Manager's Office

Meeting Date:

June 7, 2022

Verification

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.
Exp date: No Exp Date

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ 0.00

Item Title: Reciprocal Fire Protection (Tooele Army Depot & County) - Manager's Office

Please answer the who? what? when? why?

It's in the best interest of the Army Depot and Tooele County to enter into a cooperative agreement if there should be a fire in either location. The terms and conditions of this mutual agreement are laid out in the paperwork. There is no expiration date but this agreement may be terminated at any time by either party, provided that such termination shall not be effective until 30 days after the terminating party gives notice and the other party.

*Waiting for
Colonel D to
send back
signature pg.
(sent electronically)*

List who needs copies when approved:

RECIPROCAL FIRE PROTECTION, NATURAL DISASTER
AND MUTUAL AID AGREEMENT

This Reciprocal Fire Protection, Natural Disaster and Mutual Aid Agreement, entered into this 20th day of April 2022, by and between the Secretary of the Army, acting pursuant to the authority of 42 U.S.C. (1856(a), and Tooele County and the United States of America, hereinafter referred to as the Government, represented by the Commanding Officer of the Tooele Army Depot, and Tooele County, State of Utah:

WITNESS THAT:

WHEREAS, the government owns the Tooele Army Depot, hereinafter referred to as the Depot, a facility of the Department of the Army: and WHEREAS, Tooele County maintains a Fire Department, which includes volunteer personnel, fire trucks, and fire fighting/Emergency Medical equipment; and WHEREAS, the Government also maintains a Fire Department and Facilities Support Division at the Depot, WHEREAS, it is to the best interest of the parties here to cooperate in firefighting/Emergency Medical Services (EMS), and natural disaster emergencies which may occur within Tooele County and / or the Depot.

NOW THEREFORE, the parties hereto do hereby agree to render mutual assistance, one to the other, on the terms, conditions, and provisions hereinafter set forth;

- (1) Tooele County will, at the request of the Commanding officer of the Depot, or his/her properly authorized designee, in the time of emergency or necessity; furnish aid to the Depot in the nature of apparatus, equipment, and personnel to combat fires and natural disaster assistance in time of disaster at the Depot.
- (2) The Depot will, at the request of the Council or Fire Chief or his/her properly authorized designee, in the time of emergency or necessity; furnish aid to Tooele County in the nature of apparatus, necessity, and personnel to combat fires, EMS or assist in time of disaster within the County or jurisdiction.
- (3) When the combined fire departments or parts thereof are engaged in firefighting at the Depot, they shall be subject to the authority and direction of the Fire Chief of the Depot and /or the Commanding Officer thereof. When the combined forces or parts thereof are engaged in firefighting/ EMS in Tooele County, they shall be under the authority and direction of the Fire Chief or Acting Incident Commander of Tooele County.
- (4) Government firefighters, acting pursuant to this agreement, shall be considered to be acting pursuant to lawful orders of the Commanding Officer and Fire Chief of the

installation, and therefore, acting within the scope of their employment and not as employees of Tooele County.

- (5) It is understood and agreed that Tooele County will be under no obligation to furnish aid to the Depot if, under the circumstances, furnishing of such aid will endanger or jeopardize the fire protection of the County or jurisdiction. It is likewise understood and agreed that the Depot shall be under no obligation to furnish aid to the County or jurisdiction, if the furnishing of such aid, under the circumstances, will endanger or jeopardize the fire protection for the Depot or have any adverse effect on the Mission of the Depot. The Council or Fire Chief of the City or his/her properly authorized designee will be the sole judge as to when conditions permit assistance and the extent of such assistance to the Depot; and the Commanding Officer or Fire Chief of the Depot shall be the sole judge as to when conditions permit assistance and the extent of such assistance to the County by the Government.
- (6) It is hereby agreed that cooperating fire departments will become familiar with the special fire fighting problems common to their territory.
- (7) Under no circumstances will mutual aid fire fighters be expected to or permitted to enter the area or attack fires involving high explosives or chemical munitions.
- (8) In the event of combined department or parts thereof are engaged in fighting fire, the department lending assistance may, in order to attend any alarm at its regular station, withdraw on notice to the Fire Chief/Incident Commander in charge.
- (9) It is expressly and mutually agreed between the parties hereto, that any claim against either party by the other party or its employees, contractors, or any other related entities or parties for compensation for any property loss, damage, personal injury or death occurring in consequence of the performance of this agreement is hereby waived.
- (10) Reimbursement to fire services for costs and losses of firefighting on Federal property is authorized under PL 93-498 (15 U.S.C. 2210).
- (11) This Agreement may be terminated at any time by either party, provided, however, that such termination shall not be effective until 30 days after the

Terminating party gives notice of its intention to terminate and such notice is received by the other party. Until such termination is effected, the terms, provisions, and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Reciprocal Fire Protection, Natural Disaster, and Mutual Aid Agreement as of the day and year first above written.

TOOELE COUNTY CORPORATION

BY James A Welch

Andy Welch, County Manager
For the Tooele County Council

APPROVED AS TO FORM:

Colin Winchester 04/29/2022

Colin Winchester
Deputy, Tooele County Attorney

TOOELE ARMY DEPOT

BY _____
STEVEN M. DOWGIELEWICZ JR.
COL, LG
Commanding

The execution of this Agreement by the Government is authorized by Act of Congress (Public Law 46, 84 Cong.) Approved 27 May 1955.

(Affix corporate certificate of Clerk and seal.)

Signature: Colin Winchester 04/29/2022
Colin Winchester 04/29/2022 (Apr 29, 2022 13:51 MDT)

Email: cwinchester@tooeleco.org

Signature: James A Welch
James A Welch (May 2, 2022 08:06 MDT)

Email: andy.welch@tooeleco.org

Signature:

Email: steven.m.dowgielewicz.mil@mail.mil