

AUTOMATIC AID AGREEMENT BETWEEN
THE UNITED STATES AIR FORCE
AND
TOOELE COUNTY EMERGENCY
MANAGEMENT

This Automatic Aid Agreement (the "Agreement") is made and entered into this 1st day of August 2023, between the Secretary of the Air Force (the "Air Force") acting by and through the Installation Commander of Hill Air Force Base pursuant to the authority of 42 United States Code (U.S.C.) § 1856a and Tooele County Emergency Management (the "Tooele County EM"). Together the Air Force and Tooele County EM are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

1. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and Department of the Air Force Instruction 32-2001, Fire & Emergency Services Program.
2. This Agreement will serve as the agreement between the Parties for securing to each automatic aid in fire protection services as defined above.
3. On request to a representative of the Hill Air Force Base Fire Department by a representative of the Tooele County EM, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be dispatched via telephone, radio or computer aided dispatch (CAD) technology to any point within the area for which the Tooele County EM normally provides fire protection services as designated by the representatives of the Tooele County EM.

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4. On request to a representative of the Tooele County EM by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of Tooele County EM will be dispatched via telephone, radio or computer aided dispatch (CAD) technology to any point within the jurisdiction of Hill Air Force Base as designated by the representative of Hill Air Force Base Fire Department.

5. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

a) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

b) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

c) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

d) Sharing of non-encrypted radio frequencies/interoperability capability between agencies specifically during automatic or mutual aid events for accountability of personnel and assets, including sharing of valuable information between incident command and firefighters.

e) Hazardous materials (HAZMAT) incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

f) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Tooele County EM normally provides fire protection services, the Chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

g) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies' support and operations at an incident on the installation.

6. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

a) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Tooele County EM is permitted to seek reimbursement

for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

- b) Furthermore, Tooele County EM agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Tooele County EM, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect Tooele County EM's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Tooele County EM, which obligation shall survive such termination.

**Optional approved language

- c) Hill Air Force Base Fire Department will not support the request or use of firefighting foams, chemicals, or other materials off the installation except where DoD assets are involved and it is required for the expedient protection and mitigation of incidents involving DoD assets, life safety, and/or the preservation of property.

7. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW National Fire Protection Association Standard 1561.
8. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph 6.
9. All equipment used by Tooele County EM in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Tooele County EM under this Agreement will, at the time of such action, be an employee or volunteer member of Tooele County EM.
10. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.
11. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.
12. Disputes. Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted

negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

a) Alternative Dispute Resolution. If the dispute is not resolved within 60 days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

b) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

c) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. Tooele County EM's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

13. All notices, requests, demands and other communications which may be or are required to be delivered hereunder will be in writing and delivered by messenger, by a nationally- recognized overnight mail delivery service or by certified mail, return receipt requested to the following addresses:

Hill Air Force Base
c/o Installation Commander
7981 Georgia St, Bldg. 1102
Hill AFB, UT 84056

Hill Air Force Base
c/o Installation Fire Chief
5937 C Ave, Bldg. 23
Hill AFB, Utah 84056

Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB, FL 32403

Tooele County Emergency Management
c/o Emergency Manager
15 E. 100 South
Tooele, UT 84074

TERMS OF THE AGREEMENT

14. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years (2028) from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a

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written submission to the other Party.

15. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

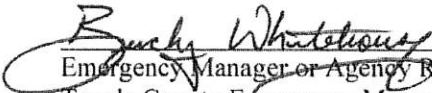
16. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

17. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

JEFFREY G. HOLLAND, Colonel, USAF
Installation Commander

Date

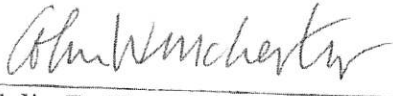


Emergency Manager or Agency Representative
Tooele County Emergency Management

08/01/2023

Date

APPROVED AS TO FORM:

 08/01/2023

Colin R. Winchester
Deputy Tooele County Attorney

**Reference Excerpts for:
United States Air Force Fire & Emergency Services
Mutual and Automatic Aid Agreements**

42 U.S. Code § 1856a - Authority to enter into reciprocal agreement; waiver of claims; reimbursement; ratification of prior agreements

(a) Each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. Each such agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.

(b) Any agreement heretofore executed which would have been authorized by this subchapter, if this subchapter had been in effect on the date of execution thereof, is ratified and confirmed.

(May 27, 1955, Ch. 105, § 2, 69 Stat. 66.)

15 U.S. Code § 2210 - Reimbursement for costs of firefighting on Federal property

(a) Filing of claims

Each fire service that engages in the fighting of a fire on property which is under the jurisdiction of the United States may file a claim with the Administrator for the amount of direct expenses and direct losses incurred by such fire service as a result of fighting such fire. The claim shall include such supporting information as the Administrator may prescribe.

(b) Determination

Upon receipt of a claim filed under subsection (a) of this section, the Administrator shall determine—

(1) what payments, if any, to the fire service or its parent jurisdiction, including taxes or payments in lieu of taxes, the United States has made for the support of fire services on the property in question;

(2) the extent to which the fire service incurred additional firefighting costs, over and above its normal operating costs, in connection with the fire which is the subject of the claim; and

(3) the amount, if any, of the additional costs referred to in paragraph (2) of this subsection which were not adequately covered by the payments referred to in paragraph (1) of this subsection.

(c) Payment

The Administrator of FEMA shall forward the claim and a copy of the Administrator's determination under subsection (b)(3) of this section to the Secretary of the Treasury. The Secretary of the Treasury shall, upon receipt of the claim and determination, pay such fire service or its parent jurisdiction, from any moneys in the Treasury not otherwise appropriated but subject to reimbursement (from any appropriations which may be available or which may be made available for the purpose) by the Federal department or agency under whose jurisdiction the fire occurred, a sum no greater than the amount determined with respect to the claim under subsection (b)(3) of this section.

(d) Adjudication

In the case of a dispute arising in connection with a claim under this section, the United States Court of Federal Claims shall have jurisdiction to adjudicate the claim and enter judgment accordingly.

(Pub. L. 93-498, § 11, Oct. 29, 1974, 88 Stat. 1543; Pub. L. 97-164, title I, § 146, Apr. 2, 1982, 96 Stat. 45; Pub. L. 102-572, title IX, § 902(b)(1), Oct. 29, 1992, 106 Stat. 4516; Pub. L. 106-503, title I, § 110(a)(2)(B)(iii), Nov. 13, 2000, 114 Stat. 2302; Pub. L. 112-239, div. A, title XVIII, § 1802(b)(1), Jan. 2, 2013, 126 Stat. 2100.)

5 U.S. Code § 572 - General authority

(a) An agency may use a dispute resolution proceeding for the resolution of an issue in controversy that relates to an administrative program, if the parties agree to such proceeding.

(b) An agency shall consider not using a dispute resolution proceeding if—

(1) a definitive or authoritative resolution of the matter is required for precedential value, and such a proceeding is not likely to be accepted generally as an authoritative precedent;

(2) the matter involves or may bear upon significant questions of Government policy that require additional procedures before a final resolution may be made, and such a proceeding would not likely serve to develop a recommended policy for the agency;

(3) maintaining established policies is of special importance, so that variations among individual decisions are not increased and such a proceeding would not likely reach consistent results among individual decisions;

(4) the matter significantly affects persons or organizations who are not parties to the proceeding;

(5) a full public record of the proceeding is important, and a dispute resolution proceeding cannot provide such a record; and

(6) the agency must maintain continuing jurisdiction over the matter with authority to alter the disposition of the matter in the light of changed circumstances, and a dispute resolution proceeding would interfere with the agency's fulfilling that requirement.

(c) Alternative means of dispute resolution authorized under this subchapter are voluntary procedures which supplement rather than limit other available agency dispute resolution techniques.

(Added Pub. L. 101-552, § 4(b), Nov. 15, 1990, 104 Stat. 2739, § 582; renumbered § 572, Pub. L. 102-354, § 3(b)(2), Aug. 26, 1992, 106 Stat. 944.)

**Department of the Air Force Instruction 32-2001 – Fire & Emergency Services (F&ES)
Program, 28 July 2022**

(a) Chapter 5 (page 30)
External Agency Coordination

(b) Attachment 3 (page 53)
Template for Agreement for Mutual Aid in Fire and Emergency Services (US)