

**AGREEMENT FOR MUTUAL AID FIRE PROTECTION,
SPECIAL EMERGENCY OPERATIONS, AND WILDLAND FIRE RESPONSES,
BETWEEN TOOELE COUNTY AND WENDOVER CITY FIRE DEPARTMENT**

AGREEMENT dated this 29th day of August, 2023, between Tooele County ("County") and Wendover City ("Entity"), both being political subdivisions of the State of Utah.

1. Authorization. This Agreement is authorized by Utah Code Title 11 Chapter 7, and by Utah Code Section 65A-8-202.
2. Purpose. The purpose of this Agreement is to ensure mutual aid fire department response to support fire protection efforts within the protected area. This Agreement is designed to be all-hazards in nature and in mutual support of both parties.
3. Terms. The initial term of this Agreement is for a period of five years. This Agreement may then be renewed by the parties for up to two additional five-year terms.
4. Definitions. As used in this Agreement:
 - (a) "Incident" means an occurrence 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) "Fire Call" means response to a fire or medical call in the unincorporated area of Tooele County when notified by a municipal or county agency or by a dispatch agency;
 - (c) "Fire Protection" means a range of programs designed to protect the lives and property of persons from the adverse effects of fires, sudden medical emergencies, or exposure to dangerous conditions created by humans and/or nature, and includes fire prevention, public education, and rescue and suppression services;
 - (d) "Mutual Aid Response" means a reciprocal emergency response between jurisdictional neighbors in which assistance is rendered at no cost to the receiving agency pursuant to a mutual aid agreement;
 - (e) "Protected Area" means all unincorporated lands within Tooele County excluding Department of Defense lands and lands within the North Tooele Fire District.

- (f) "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;
 - (g) "Initial Attack" means actions taken during operational period by the first resources to arrive at a wildfire to protect lives and property and to prevent further extension of the fire;
 - (h) "Extended Attack" means the actions taken in response to a wildland fire that has not been controlled by initial attack forces and for which more firefighting resources are arriving, are in route, or are being ordered by the incident commander;
 - (i) "Closest Forces" means the closest available appropriate and qualified firefighting resources, regardless of agency, for response to an incident;
 - (j) "Independent Action" means action taken on lands under the protection responsibilities of another agency or entity without the notification and approval of that agency or entity;
 - (k) "Fire Management" means all activities required to manipulate wildland fire to protect values at risk and abate the public nuisance, including prescribed fire, prevention and education, and hazardous fuel mitigation; and
 - (l) "Delegated Fire" means a fire for which the Division of Forestry, Fire and State Lands has accepted responsibility pursuant to Utah Code Section 65A-8-203.1
5. Termination of existing reciprocal fire protection agreements. All existing written or implied reciprocal fire protection agreements between County and Entity are hereby terminated. From the date of this Agreement, all fire protection services between County and Entity shall be governed by this Agreement and any amendments.
6. Independence.
- (a) Entity is fully responsible for the management and actions of its fire department and its personnel.
 - (b) County recognizes that Entity's priority is to provide fire protection within its own boundaries. Entity is not obligated to furnish aid to County if furnishing such aid will endanger or jeopardize fire protection within Entity's boundaries. Entity's fire chief or properly authorized designee will be the sole judge as to whether conditions permit assistance to be rendered pursuant to this Agreement. If Entity's fire personnel are engaged in fire protection actions pursuant to the provisions of this Agreement outside of their jurisdiction, Entity

may, in order to attend to an alarm within its boundaries, withdraw from the county incident upon notice to the incident commander or, in the absence of a separate incident commander, upon notice to an employee of the Tooele County Emergency Services Department.

7. Special operations compensation. Departments that maintain the following levels of special operations capability and responds when requested shall be compensated \$10,000 per year:

Entity shall have:

- (a)
 - (1) at least four fully trained and equipped hazardous materials technicians, trained to 29 CFR 1910.120(q) level and prepared to respond;
 - (2) at least four fully trained and equipped dive/ice rescue technicians, trained and certified to nationally recognized standards and prepared to respond; or
 - (3) at least four 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.

8. Mutual aid and response into unincorporated areas compensation. Departments who respond into unincorporated areas of Tooele County when requested by an initial responder with adequately staffed equipment and personnel to assist with all hazards fire suppression events or activities shall be compensated \$5000.00 per year:

9. Participation in countywide fire services training incidents and coordination meetings i.e., Tooele County Fire Chiefs Association, Fire Marshals-Investigators Alliance, Unified Hazardous Materials Taskforce and EMS Council shall be compensated \$5000.00 per year:

10. Initial attack wildland fire fighting reimbursement. When Entity engages in mutual aid initial attack wildland firefighting on any unincorporated lands in Tooele County, including unincorporated lands within the North Tooele Fire District but excluding Department of Defense lands, Entity may submit a financial reimbursement request for the services rendered to the county. Responses and reimbursements shall adhere to the Tooele County Wildfire Initial Attack Reimbursement Policy.

11. Compensation.
 - (a) For special operations capabilities and responses, County shall pay Entity \$10,000.00, no later than December 31 of each calendar year;
 - (b) Mutual aid and response into unincorporated areas compensation: County shall pay Entity \$5,000.00, no later than December 31 of each calendar year;
 - (c) Participation in Countywide Fire Services network; County shall pay Entity \$5,000.00, no later than December 31 of each calendar year;
 - (d) For initial attack wildfire reimbursement statements submitted under the Tooele County Wildfire Initial Attack Reimbursement Policy, County shall pay Entity NET 30.
 - (e) Under the Tooele County Project Reimbursement Policy, Entity is eligible to participate in and be reimbursed for time spent on, and equipment used on, fire mitigation efforts that occur in County's unincorporated areas, including prescribed fire events and other fuel reduction projects.
12. Annual Assessment. The Tooele County Emergency Services Director (or designee) and the Entity's administrators shall annually evaluate this Agreement and the following factors:
 - (a) Entity's special operations capability training level.
 - (b) Entity's responses to calls in the unincorporated areas of Tooele County.
 - (c) Entity's responses to special operations incidents;
 - (d) Entity's responses to mutual aid requests; and
 - (e) Entity's participation in countywide training incidents and coordination meetings, i.e., Tooele County Fire Chiefs' Association, ESF-10, Tooele County EMS Council.
13. Entity's Obligations. Entity shall:
 - (a) be responsible for preparedness, training, equipment, and response capability;
 - (b) ensure Entity's actions and responses are consistent with local, state and national standards for emergency responses;

- (c) Entire Agreement. This document, including 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.
- (d) Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- (e) Force Majeure. No 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.
- (f) 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, no party may assign its rights or obligations under this Agreement without the express written consent of all other parties, which consent shall not be unreasonably withheld.
- (g) Default. If any party defaults in any other provision of this Agreement, the defaulting party shall pay all costs and expenses of the non-defaulting party, including reasonable attorney's fees, which may be incurred by the non-defaulting party in enforcing their rights and remedies resulting from such default.

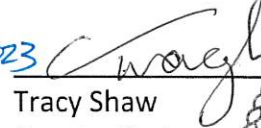
TOOELE COUNTY:

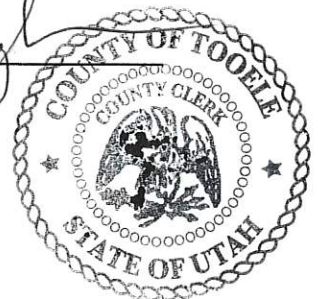

 Jared Hamner
 County Council Chair

APPROVED AS TO FORM:

 08/29/2023
 Colin Winchester
 Deputy County Attorney

ATTEST:


 Tracy Shaw
 County Clerk



[name of entity]:

 [name]
 [title]

APPROVED AS TO FORM:

 [name]
 Attorney

ATTEST:

 [name]
 Clerk