

Agenda Item #11

Consideration of Resolution 2021-66,
approving the Tooele Army Depot and
Grantsville City Fire Protection Mutual
Aid Agreement.

**GRANTSVILLE CITY
RESOLUTION NUMBER 2021-66**

**A RESOLUTION APPROVING THE TOOELE ARMY DEPOT AND GRANSTVILLE
CITY FIRE PROTECTION MUTUAL AID AGREEMENT**

WHEREAS, 42 U.S.C. §1856a (“Act of May 27, 1955”), authorizes the United States Government to enter into reciprocal agreement with any municipal fire authority or department “for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection;” and

WHEREAS, the City and the Tooele Army Depot (“Depot”) are public agencies for purposes of the Act of May 27, 1955; and

WHEREAS, the Grantsville City Volunteer Fire Department (“Fire Department”) provides fire protection and emergency services for the City; and

WHEREAS, the Fire Department cooperates and mutually aids the Depot’s emergency services in accordance with current cooperation and mutual aid agreements; and

WHEREAS, the City hereby reaffirms its desire and intent to continue operating in mutual cooperation with the Depot’s emergency services; and

WHEREAS, the City Council hereby finds entering into a mutual aid agreement with the Depot is in the best interest of the public’s health, safety, and general welfare.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
GRANTSVILLE CITY, STATE OF UTAH, AS FOLLOWS:**

Section 1. Mutual Aid Agreement. The Grantsville City Council hereby authorizes the Mayor to enter into the mutual aid agreement with the Tooele Army Depot, attached as “Exhibit A.”

Section 2. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 6th DAY OF OCTOBER, 2021.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

By Mayor Brent K. Marshall

ATTEST

Braydee Baugh, City Recorder

RECIPROCAL FIRE PROTECTION, NATURAL DISASTER AND MUTUAL
AID AGREEMENT

This Reciprocal Fire Protection, Natural Disaster and Mutual Aid Agreement, entered into this _____ day of _____, 20_____, by and between the Secretary of the Army, acting pursuant to the authority of 42 U.S.C. (1856(a), and City of Grantville and the United States of America, hereinafter referred to as the Government, represented by the Commanding Officer of the Tooele Army Depot, and Grantsville City, 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, Grantsville City 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 Grantville City 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) Grantsville City 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 Mayor or Fire Chief or his/her properly authorized designee, in the time of emergency or necessity; furnish aid to Grantville City in the nature of apparatus, necessity, and personnel to combat fires, EMS or assist in time of disaster within the City 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 Grantville City, they shall be under the authority and direction of the Fire Chief of Grantville City.

- (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 Grantville City.
- (5) It is understood and agreed that Grantville City 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 City or jurisdiction. It is likewise understood and agreed that the Depot shall be under no obligation to furnish aid to the City 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 Mayor 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 city 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.

GRANTSVILLE CITY CORPORATION

BY _____
Mayor Brent Marshall
For the Grantsville City Council

ATTEST:

APPROVED AS TO FORM:

Braydee Baugh
Grantville City Recorder

Brett M. Coombs
Grantsville City Attorney

TOOELE ARMY DEPOT

BY _____
STEVEN W. DODOWGIELEWICZ 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 City Clerk and seal.)