

# **Memorandum of Understanding**

## **Between Tooele County Emergency Services Special Operations and Participating Fire Departments**

### **Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for cooperation between Tooele County Emergency Services Special Operations and all participating fire departments within Tooele County. This agreement defines responsibilities regarding personnel participation, workers' compensation coverage, and the authorized use of fire department vehicles when responding to Special Operations activations.

### **Parties**

This MOU is entered into by and between:

- Tooele County Emergency Services Special Operations; and,
- The following fire departments within Tooele County (hereafter "Participating Agencies"):
  - Tooele County Fire Department
  - Tooele City Fire Department
  - North Tooele Fire District
  - Grantsville Fire Department
  - Stockton Fire Department
  - Rush Valley Fire Department
  - Vernon Fire Department
  - Wendover City Fire Department

### **Terms of Agreement**

#### **1. Personnel Participation**

- Each Participating Agency may designate members to serve on Tooele County Emergency Services Special Operations as vacancies within the team are available.
- Members remain employees or volunteers of their home fire department while assigned to Special Operations duties.

#### **2. Workers' Compensation & Insurance**

- Each Participating Agency agrees that its designated personnel assigned to Tooele County Emergency Services Special Operations remain under the workers' compensation and liability insurance coverage of their home agency.
- Tooele County and Tooele County Emergency Services Special Operations assume no responsibility for workers' compensation, salary, or benefits of personnel furnished by the Participating Agencies.

#### **3. Use of Fire Department Vehicles and Equipment**

- Personnel authorized by their home agency may utilize their agency's vehicles and/or equipment in response to Special Operations activations.
- Use of such vehicles shall be coordinated through the member's home agency, ensuring proper authorization, accountability, and alignment with agency policy.
- Participating Agencies remain responsible for maintenance, insurance, and operational readiness of their vehicles.

#### 4. Command and Control

- During an activation, Tooele County Emergency Services Special Operations personnel will operate within the Incident Command System (ICS) structure established by the jurisdictional agency having authority.
- When assigned to Special Operations functions (e.g., Hazardous Materials, Technical Rescue), Tooele County Emergency Services Special Operations personnel will follow tasking from the designated Special Operations supervisor or Group/Branch officer, who reports directly to the Incident Commander or Unified Command.
- All personnel remain under the administrative authority of their home agency for employment, insurance, and benefits purposes.

#### 5. Duration and Termination

- This MOU shall remain in effect until amended or terminated in writing by mutual agreement of the parties.
- Any party may withdraw from this MOU by providing 30 days' written notice to Tooele County Emergency Services Special Operations. Provisions regarding immunity, cost reimbursement, records/GRAMA, and dispute resolution survive termination.

#### 6. Immunity/Non-Waiver

- Nothing herein waives any protection under the Governmental Immunity Act of Utah (Title 63G, Chapter 7). Each Party is responsible for the negligent acts or omissions of its officers, employees, and volunteers to the extent permitted by law.

### Signatures

By signing below, each agency affirms its understanding and agreement with the provisions outlined in this Memorandum of Understanding.

#### For Tooele County Emergency Services Special Operations

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

#### Participating Agencies

Tooele County Fire Department  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

North Tooele Fire District  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Tooele City Fire Department  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Grantsville Fire Department  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Stockton Fire Department  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rush Valley Fire Department  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Vernon Fire Department  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Wendover City Fire Department  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_