

CITY COUNCIL AGENDA

Watch live, or at your convenience.

<https://www.youtube.com/c/southwebercityut>

PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, September 22, 2026, in the Council Chambers at 1600 E. South Weber Dr.

OPEN (Agenda items may be moved to meet the needs of the Council.)

1. Pledge of Allegiance: Councilman Dills
2. Prayer: Councilman Halverson
3. Public Comment: Please respectfully follow these guidelines.
 - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
 - b. State your name & city directing comments to the entire Council (They will not respond).

PRESENTATIONS

4. Animal Care Update by Michelle Hicks
5. Wellbeing Survey Report

ACTION ITEMS

6. August 25, 2026 Minutes
7. Resolution 26-38: Interlocal Agreement with Davis County Regarding Fire Service
8. Resolution 26-39: Interlocal Cooperation Fire Agreement between Weber County, Davis County, and Hill Air Force Base Fire Departments

REPORTS

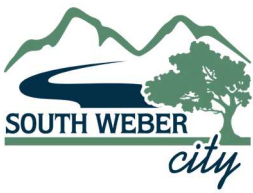
9. New Business
10. Council & Staff
11. Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

The undersigned City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/emailed/posted to: City Office building; Mayor, Council, and others on the agenda; City Website southwebercity.com/; and Utah Public Notice website www.utah.gov/pmn/index.html.

DATE: September 16, 2026

CITY RECORDER: Lisa Smith



CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

September 22, 2026

PREPARED BY

Lisa Smith
City Recorder

ITEM TYPE

Presentation

ATTACHMENTS

none

PRIOR DISCUSSION DATES

none

AGENDA ITEM

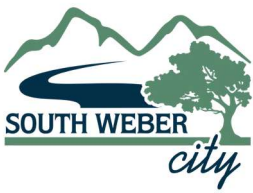
Animal Care Update by Michelle Hicks

PURPOSE

Watch a presentation about Animal Care followed by question and answer session.

BACKGROUND

Michelle Hicks requested time to update the Council and citizens on statistics and services of Davis County Animal Care.



5 Wellbeing
CITY COUNCIL MEETING
STAFF REPORT

MEETING DATE

September 22, 2026

PREPARED BY

David Larson
City Manager

ITEM TYPE

Presentation

ATTACHMENTS

None

PRIOR DISCUSSION DATES

[July 11, 2023](#)

AGENDA ITEM

Wellbeing Survey Report

PURPOSE

Receive a report on the City's well-being survey results

RECOMMENDATION

NA

BACKGROUND

South Weber City began participating in the Utah Wellbeing Project ([Project Website](#)) in 2023. Dr. Courtney Flint, Professor of Environment & Society at Utah State University, along with her research team, partners with Utah cities to gather perspectives on wellbeing from residents throughout the State of Utah to inform city planning and decision-making.

A city-wide survey was performed in January 2023 and then a second survey was recently completed. Project team representatives will report on the survey's findings.

ANALYSIS

[2023 Survey Results](#)

[2026 Survey Results](#)

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 25 August 2026

TIME COMMENCED: 6:00 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT
Meeting streamed on YouTube on 25 August 2026 at 6:00 p.m.

PRESENT: MAYOR:

Rod Westbroek

COUNCIL MEMBERS:

Jeremy Davis
Joel Dills
Blair Halverson
Angie Petty
Wayne Winsor

CITY RECORDER:

Lisa Smith

CITY MANAGER:

David Larson

FINANCE DIRECTOR:

Brett Baltazar

CITY TREASURER:

Tia Jensen

COMMUNITY DEV MGR:

Lance Evans

PUBLIC RELATIONS:

Shaelee King

FIRE CHIEF:

Derek Tolman

INTERN:

Celeste Wu

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Mark Johnson, Mike Valencia, Arnold Busher, Heidi Anderson, Mike Boyd, Kathy Poll, Tani & Chad Lynch, and Traci Weise.

GENERAL MEETING OPEN (Agenda items may be moved to meet the needs of the Council.)

1. Pledge of Allegiance: Mayor Westbroek

2. Prayer: Council Member Petty

3. Public Comment: Mayor Westbroek opened the floor for public comment and reminded those in attendance of the following guidelines:

- Each speaker may speak for 3 minutes or less.
- State your name and city of residence.
- Direct comments to the entire City Council.
- Note the City Council will not respond during this portion of the meeting.
- Individuals in the audience should refrain from speaking.

(No public comments)

Mayor Westbroek closed the floor for public comment.

PRESENTATIONS

4. Country Fair Days Committee Chairs Recognition

Mayor Westbroek recognized and thanked the Country Fair Days committee—Tani & Chad Lynch, Traci Weise, and Keith & Vicki Christense for their outstanding work. He emphasized the significant year-round effort involved and praised the committee for continually surpassing previous years' events. He also expressed appreciation to their families for supporting their efforts.

5. Employee Recognition Mark Johnson

Mayor Westbroek stated we want to recognize Mark Johnson of our Public Works team who has dedicated ten years of solid, dependable service to this city. In that time, he has demonstrated why we rely on Public Works: showing up, working hard, solving problems, and doing the job right without needing attention or credit. He has been part of each section of public works—water, sewer, streets, parks, stormwater, and day to day operations that keep the city running. He steps in wherever he is needed, collaborates well with the crew, and brings a steady, reliable attitude to the job every day. Ten years in Public Works more than putting in time. It is early mornings, late nights, weather, emergencies, and work most people never see. He has managed all of it with professionalism and pride in his work. On behalf of the Public Works Department, I want to thank him for his commitment to this city and for the example he sets for others. We appreciate his ten years of service and look forward to many more.

6. Employee Recognition Heidi Anderson

Mayor Westbroek recognized Heidi Anderson for reaching an incredible milestone of 10 years with South Weber City. Heidi started as a Substitute Crossing Guard and is now the Crossing Guard Supervisor. She has a keen eye for safety and cares deeply about the kids as they travel to and from school. The Mayor reported stories where Heidi helped kids with either a broken bike or given words of encouragement as they prepared for a test. She knows them by name and they all respect her. In 2022, she became a Recreation Aide at the Family Activity Center and helps citizens as they enjoy the facility. She is known to be an extremely hard worker and is a great example of leader for other Recreation Aides. The staff and facility are better off because she is there. In both positions, Ms. Anderson goes above the expected to make sure issues are resolved and has gained trust from both staff and residents.

7. Davis County Sheriff's Report

Captain Mike Valencia introduced himself and Chief Deputy Arnold Busher from the Davis County Sheriff's Office (DCSO). Captain Valencia provided an update on law enforcement activity and year-over-year statistics. He reported the department has revised its reporting format to provide current and prior-year comparisons and shortened it by removing the graphics. He encouraged council members to review the statistics and contact him, the chief, or Lieutenant Boyd with any questions.

Councilman Dills expressed concern as this report has substantially less data than prior reports. He noted there is no way to fulfill its fiduciary responsibility and evaluate whether the city is receiving the police coverage and services required under its contract. Captain Valencia responded that each shift has an officer assigned to South Weber, and the department tracks the time officers spend in the city. Councilman Dills acknowledged the department's ongoing staffing challenges sharing concern that

South Weber could be overlooked when staffing levels are low. Captain Valencia assured the council that South Weber is receiving the hours of police coverage allotted under its contract and will include that information in the future. Mayor Westbrook thanked Captain Valencia for the report and his participation.

8. Management Intern Capstone Project by Celeste Wu

Mayor Westbrook introduced Celeste Wu, who was nearing the end of her four-month internship with South Weber City. He thanked her for the work she had contributed to the city and invited her to present her capstone project. Ms. Wu reflected on her four-month internship with South Weber City, explaining that working with different departments gave her a behind-the-scenes understanding of the planning, people, and daily effort required to keep the city running. She identified a gap between the work government performs and residents' understanding of that work, emphasizing that effective communication should help residents understand who serves them, why the work matters, and how it affects their daily lives. She created a video to make local government more visible, strengthen residents' connection to the city, and highlight South Weber as a "hidden gem." She thanked the council and city staff for welcoming her and allowing her to be part of the South Weber community. She said the internship was a wonderful and valuable working experience, where she learned a great deal and developed a strong appreciation for the city.

9. Recognition of September as Constitution Month (America Founders' Month)

Mayor Westbrook announced September is recognized as Constitution Month. The United States Constitution, signed in Philadelphia on September 17, 1787, stands as a safeguard of our freedoms, guiding our government and protecting the rights of every citizen. As our nation celebrates its 250th anniversary in 2026, Constitution Month provides a meaningful opportunity to reflect on the principles and ideals that have shaped our country throughout its history. South Weber honors this legacy by encouraging civic engagement, respect for the rule of law, and a continued commitment to the liberties that unite us as Americans. He encouraged residents to learn more about the Constitution and its lasting impact on American liberty and governance throughout the month. He extended an invitation to residents to join the events and activities planned to celebrate America's 250th anniversary and this historic occasion.

Community Relations associate Shaelee King announced there will be three more activities for America 250: Chalk Art Festival September 14-17 with a Freedom Walk September 18-19 to admire the chalk art; Founding Fathers Scavenger Hunt on October 6th to search for important historical figure; and Veteran's Recognition Ceremony and Tree Planting at Veteran's Memorial Park.

ACTION ITEMS

10. Consent Agenda

- a. July 14, 2026 Minutes**
- b. July Checks**
- c. June Budget to Actual**
- d. Server Upgrade**

Councilman Halverson moved to approve the consent agenda as written. Councilman Winsor seconded the motion. Mayor Westbrook called for a voice vote. Council Members Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

11. Resolution 26-33: Amending Policies Chapter 7 Section 190 Cash Receipting and Depositing

The Family Activity Center upgraded their credit card processing system which provided an opportunity for staff to compare the city's current processes to policy and ensure they reflect current operation procedures and verify the city is compliant with Generally Accepted Accounting Principles (GAAP). The following changes were identified:

Previously	New Policy
Paper trail for all transactions	Electronic tracking
No requirement for FAC fund delivery	FAC funds required at City Hall by 11 am
Two signatures for any utility adjustment	Monthly review of all adjustments
No court procedures included in policy	Court deposit requirements listed
Reference "treasurer's office"	Change to "City Hall"

Councilman Dills questioned why the process had changed from requiring two signatures to using a verbal approval at the end of the month. City Treasurer Tia Jensen explained the process was outdated and revised to be more efficient. It was time consuming and frequently caused citizens to wait. She noted limited staff have the permissions required to adjust accounts and they use their best judgment. All adjustments are reviewed and verified at the end of each month and noted in writing. Adjustments above a specified dollar amount still require supervisor review.

Councilman Winsor moved to approve Resolution 26-33: Amending Policies Chapter 7 Section 190 Cash Receipting and Depositing as written. Councilman Halverson seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

12. Resolution 26-34: Adopting the Final Budget for Fiscal Year 2026-2027

There were no budgetary changes from the Interim Budget to the Final 2027 Budget. The Final Budget was a condensed version due to GFOA Budget Award program having gone through a complete upgrade. Rather than duplicating work, staff are reviewing and participating in training courses to understand the Budget Award expectations going forward. The current document still contains the essential information, which is a balanced budget for each fund.

Councilman Dills reiterated his opposition expressing concern that the city would be taking on additional long-term overhead and financial obligations for the next 20–30 years.

Councilman Winsor moved to approve Resolution 26-34: Adopting the Final Budget for Fiscal Year 2026-2027 as written. Councilwoman Petty seconded the motion. Mayor Westbroek called for a roll call vote. Council Members Davis, Halverson, Petty, and Winsor voted aye. Councilman Dills voted nay. The motion carried 4 to 1.

13. Resolution 26-35: Amending the Consolidated Fee Schedule (CFS)

Finance staff worked with individual departments to clarify fees within the Consolidated Fee Schedule FY 2027. The changes below are based on department recommendations.

- Impact Fees (item 43-45)- Initial CFS included only Fiscal Year fees. New CFS details breakout of fees by calendar year for Water Impact Fees, Sewer Impact Fees, and Transportation Impact Fees.
- Weber Basin Water (item 46)- staff omitted this fee. The new CFS includes it.
- Inspection Penalty (item 38)- staff omitted this fee. The new CFS includes it.

Councilwoman Petty moved to approve Resolution 26-35: Amending the Consolidated Fee Schedule (CFS) as written. Councilman Winsor seconded the motion. Mayor Westbrook called for a roll call vote. Council Members Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

14. Resolution 26-36: Riverside RV Park Development Agreement Third Amendment

Mayor Westbrook stated this item will be postponed as it needs to be reviewed by the Planning Commission. Councilman Halverson requested a copy of the full development agreement before it comes back to the council.

Councilman Davis moved to open the public hearing for Updated Storm Water Management. Councilwoman Petty seconded the motion. Mayor Westbrook called for a voice vote. Council Members Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

PUBLIC HEARING

15. Public Hearing for the Updated Storm Water Management

City Manager David Larson stated the state and federal regulations require an annual update to the Storm Water Management Plan as well as a chance for the public to address any concerns they may have with the plan. The plan will come before the council at the next meeting, but the public hearing must be held as advertised.

There were no public comments.

Councilwoman Petty moved to close the public hearing for Updated Storm Water Management. Councilman Halverson seconded the motion. Mayor Westbrook called for a voice vote. Council Members Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

PUBLIC HEARING CLOSED

DISCUSSION

16. “Fifth Fifth” Local Option Sales Tax

The State Legislature has authorized counties 4 previous times to impose a local sales tax. This 5th time the amount allowed to impose, if desired, is 0.20% or a 5th of a percent, thus it has become known as the “5th 5th”. The revenue would be divided up 0.05% to cities for transportation, 0.05% to the County for transportation and public safety, 0.05% to transit as determined by the County Commission, and 0.05% to the Transit Transportation Investment Fund (TTIF) Commuter Rail Subaccount. Prior to October 1, 2029, the County would have full discretion over the latter two 0.05% amounts, and after that date they would go to those stated purposes in perpetuity. 0.20% is equivalent to 2 cents on a \$10 purchase. South Weber City is estimated to receive \$69,277 annually if imposed. Mayor Westbrook and City Manager Larson were invited to a work session of the Davis County Commission to deliberate whether to impose the tax and have indicated that it would be beneficial to their decision-making to receive a letter from each of the cities of Davis County expressing their position. Mr. Larson invited the council to share their thoughts and concerns. It was clarified this is a sales tax. Councilman Halverson favored it since it does not apply to food or gas. Councilman Davis asked if there is something specific that is driving the need for this tax. Mr. Larson explained road maintenance costs continue to increase. Councilman Dills supported the tax and expressed the city

needs that money. Councilman Winsor asked if it is tied to the roads and Mr. Larson replied it is. Mayor and Council gave full support.

REPORTS

17. New Business (None)

18. Council & Staff

Councilman Winsor: questioned what happened with the Dahl property at Planning Commission meeting. Mayor Westbrook responded they approved the development and forwarded it to the City Council for consideration. A major concern was transportation and the proposed road connection through 7600 South. Residents expressed opposition to the road becoming a major traffic route, particularly for school traffic, because the area is currently quiet and residential. The Planning Commission's primary development concern was limiting the project to 12 lots, since the zoning could potentially allow for 16 lots.

Councilman Dills: reported on the recent Dugway fire in Uintah. He thanked South Weber City Fire Department for protecting our city. Councilman Halverson requested the Code Committee look at a masonry wall requirement on any development along Highway 84.

Councilwoman Petty: announced the recent passing of Dolly Parton. She requested a meeting with the Parks Committee.

Councilman Halverson: conveyed he will be attending the HAFB Restoration Advisory Board meeting tomorrow.

Mayor Westbrook: thanked Celeste Wu on her capstone report. He stated the remodeling at the fire station has been completed and insulation has been added to the ceiling.

City Manager, David Larson: reported bond refunding officially closed and saved the city \$900,000. It will be paid off in 2038.

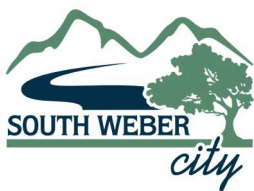
ADJOURN:

Councilman Winsor moved to adjourn the meeting at 7:11 p.m. Councilwoman Petty seconded the motion. Mayor Westbrook called for a voice vote. Council Members Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

APPROVED: _____ **Date 09-22-2026**
Mayor: Rod Westbrook

Transcriber: Michelle Clark

Attest: City Recorder: Lisa Smith



7 Davis Fire

CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

9/22/26

PREPARED BY

Derek Tolman

Fire Chief

ITEM TYPE

Legislative

ATTACHMENTS

Draft Interlocal
Agreement

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Approve Interlocal Agreement for Fire Services (Unincorporated Davis County)

PURPOSE

To approve an interlocal agreement under which South Weber City provides fire services for specified unincorporated Davis County properties and is paid an annual fee by the County.

RECOMMENDATION

Approve the agreement and authorize the City Manager to execute it.

BACKGROUND

This is a paid service contract, not automatic aid. Davis County is required by statute to provide fire protection, wildfire initial attack, and related duties in unincorporated areas. The County is asking South Weber to be the primary fire department for the parcels listed in Attachment 1—land that sits against or near our city and that we are already the practical first-due agency for. In return, the County pays an annual fee.

Interlocal Cooperation Agreement for Fire Services: Synopsis

The agreement is between Davis County and South Weber City under the Interlocal Cooperation Act, Utah Code §§ 11-7-1(2)(c) and (2)(d), and § 65A-8-202(4). It is effective July 1, 2026, and runs through June 30, 2031. Attachment 1 identifies 53 parcels totaling about 1,197 acres as the Unincorporated Fire Service Area. The County will update that list at least annually if annexations or other boundary changes occur, and will keep dispatch and CAD mapping current so South Weber is the primary department for those parcels.

Key elements of the agreement include:

1. What South Weber agrees to provide:

- The Fire Department will respond as primary to fires in the Unincorporated Fire Service Area and will carry out the County's fire duties for that area, including fire protection, wildfire abatement and initial attack on unincorporated private and County land, fire-cause investigation support, and work the County owes under its cooperative agreement with the Utah Division of Forestry, Fire and State Lands.
- The City will also maintain fire hydrants in the unincorporated area served under this agreement, file quarterly incident reports with the Davis County Fire Marshal, and meet with the County Commission on reasonable request.

2. Home jurisdiction comes first:

- If South Weber is already committed inside the city or on another emergency, we are not required to leave that work to cover the unincorporated area. Dispatch will call the next recommended department. The agreement also contemplates response outside the Attachment 1 area when the County's mutual-aid or FFSL obligations require it.

3. **Training, equipment, and standards:**

- Personnel used on this contract must meet FFSL wildland minimums, including NWCG S-130, S-190, and RT-130. Newly hired firefighters have one year from hire to meet those standards. Engines, tenders, hand tools, and water-handling equipment used on wildland fires must meet NWCG standards and, where applicable, the FFSL Fire Department Manual.

4. **Compensation:**

- The County pays an annual fee of \$11.35 per \$10,000 of unincorporated taxable property value in the service area. Each following year the fee is adjusted for inflation using the CPI-U West Region index and is reduced in proportion to taxable value removed by annexation or incorporation. The contract includes a worked example of that formula.
- The first-year dollar amount should be confirmed against the County's taxable-value roll for the Attachment 1 parcels before the first invoice. Several TaxValue figures in the draft attachment appear incomplete relative to listed total values.

5. **Term, termination, and legal protections:**

- Either party may end the agreement for convenience on 180 days' written notice, or for an uncured material breach on 30 days' notice. The parties may also terminate by mutual written agreement. Privileges and immunities under Utah Code §§ 11-7-3 and 11-7-4 travel with the company. Injury or death while performing the contract is treated as in the line of duty. There is no indemnity between the parties. Either party may still pursue cost recovery from a person whose conduct causes a fire.

How the Agreement Helps South Weber

1. **Pays us for work we are already positioned to do:**

- These parcels sit against or near the city. Making South Weber the official primary department aligns dispatch with geography and gives the City a defined annual payment for that coverage.
- The fee adjusts each year for inflation and shrinks if land is annexed out of the unincorporated area, so we are not paid for ground we no longer cover.

2. **Does not pull coverage out of the city:**

- If we are already on a city call or another emergency, we stay. The next recommended department is dispatched to the unincorporated incident.
- That reservation is written into the contract, not left as an informal understanding.

3. Clear term with off-ramps:

- The contract runs five years, July 1, 2026 through June 30, 2031. Either party can walk away for convenience with 180 days' notice.
- A material breach that is not cured in 30 days is also grounds to terminate.

4. Firefighter protections stay in place:

- Statutory immunities that apply inside South Weber apply while we are covering the County. Line-of-duty injury and death are treated the same as work inside the city.
- City employees remain City employees. There is no joint employer relationship and no indemnity between the parties.

5. Cost recovery is preserved:

- Nothing in the agreement stops South Weber or the County from billing a person or entity whose negligent, reckless, unlawful, or intentional conduct causes a fire.

6. Keeps maps and the parcel list current:

- The County, with our help, will revise Attachment 1 when annexations change the unincorporated area and will update dispatch and CAD so the primary-response assignment stays accurate.
- That avoids running calls on land that has already become someone else's jurisdiction.

7. No new entity and standard interlocal approvals:

- The agreement does not create a separate legal entity or joint property. Each party's attorney must review it as to form, each legislative body must approve it, and it must be filed with each party's records officer.

Taken together, the agreement formalizes South Weber as the paid, primary fire department for a defined set of unincorporated Davis County parcels, with statutory protections for our firefighters and a written right to keep city emergencies first.

ANALYSIS

This is a five-year paid coverage contract for ground we are already the practical first-due agency for. Staff recommends approval, with the first-year fee confirmed against the County's taxable-value roll for Attachment 1.

RESOLUTION 26-38

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
ADOPTING AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY
FOR FIRE SERVICE IN UNINCORPORATED AREA**

WHEREAS, South Weber Fire Department provides services for the unincorporated areas of Davis County as outlined in a 1981 agreement; and

WHEREAS, Davis County requested a review of the previous agreement and discussions began taking into account shrinkage of unincorporated areas and increase in cost of service; and

WHEREAS, the city and county negotiated an agreeable contract which will cover services from July 2026 through June 2031;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Adopt: The Interlocal Agreement for Fire Services to Unincorporated Davis County as attached in **Exhibit 1** with its attachment outlining the covered parcels is hereby adopted.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of September 2026.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Davis	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

Rod Westbrook, Mayor

Attest: Lisa Smith, Recorder

INTERLOCAL COOPERATION AGREEMENT FOR FIRE SERVICES

This Interlocal Cooperation Agreement for Fire Services (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and South Weber City, a municipal corporation of the State of Utah (the “City”), each individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties are authorized to enter into this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”), Subsections 11-7-1(2)(c) and (2)(d) of the Utah Code (2017), and Subsection 65A-8-202(4) of the Utah Code (2017);

WHEREAS, the County desires to contract with the City to receive fire services from the City as set forth in this Agreement; and

WHEREAS, the City desires to contract with the County to furnish fire services to the County as set forth in this Agreement.

Now, therefore, the Parties mutually agree as follows:

1. Purposes. The purposes of this Agreement include, but are not limited to, the following:

- 1.1. To memorialize the agreement between the City and the County relating:
 - 1.1.1. primarily to fire services for the properties identified in Attachment 1 of this Agreement, which is incorporated into this Agreement by this reference (the “Unincorporated Fire Service Area”); and
 - 1.1.2. secondarily to fire services outside of the Unincorporated Fire Service Area in situations and under circumstances such as those contemplated by Subsections 2.1.2, 2.1.5, or 2.4 of this Agreement;
- 1.2. To set forth in detail the extent of the fire services to be afforded by the City to the County under this Agreement; and
- 1.3. To set forth in detail the amount and method of payment to be made by the County to the City for the fire services under this Agreement.

2. Services.

- 2.1. *Fire Services.* The City, acting through the City’s Fire Department, agrees to satisfy the County’s fire duties governed by the following laws and agreements primarily for the Unincorporated Fire Service Area:
 - 2.1.1. Subsection 11-7-1(1)(a) of the Utah Code (2017), as amended, requiring the County to provide adequate fire protection within the County’s territorial limits;
 - 2.1.2. Subsection 11-7-1(1)(b) of the Utah Code (2017), as amended, requiring the County to cooperate with all contiguous counties, municipal corporations, private corporations, fire districts, state agencies, or federal governmental agencies to maintain adequate fire protection within their territorial limits;
 - 2.1.3. Subsection 17-72-301(1)(m) of the Utah Code (2026), as amended, requiring the County to extinguish fires occurring in the undergrowth, trees, or wooded areas on the public land within Davis County;
 - 2.1.4. Section 53-7-210 of the Utah Code (2001), as amended, requiring the County to, among other duties, investigate the cause, origin, and circumstances of each fire occurring in the County’s jurisdiction when property has been destroyed or damaged;
 - 2.1.5. Subsection 53-7-211(2) of the Utah Code (2025), as amended, requiring the County fire chief or fire marshal to cooperate in every possible way with the state fire marshal, the state fire marshal's deputy, and the state fire marshal's representative to further the purpose of the investigation;
 - 2.1.6. Subsection 65A-8-202(1) of the Utah Code (2017), as amended, requiring the County to abate, excluding any obligation under Subsection 65A-8-202(3)(a), the public nuisance caused by

wildfire on unincorporated, privately owned or County owned forest, range, watershed, and wildland urban interface lands within the County's boundaries;

- 2.1.7. Subsection 65A-8-202(3)(b) of the Utah Code (2017), as amended, requiring the County to ensure effective wildfire initial attack on unincorporated privately owned and County owned forest, range, watershed, and wildland urban interface land within the County's boundaries; and
- 2.1.8. cooperative or mutual aid agreements in existence as of the Effective Date of this Agreement between the County and contiguous counties, municipal corporations, private corporates, fire districts, state agencies, or federal governmental agencies to perform fire services within their territorial limits, including, but not limited to, the current cooperative agreement between the County and the Utah Division of Forestry, Fire and State Lands ("FFSL"). Any new or amended cooperative or mutual aid agreement that materially affects the fire services to be provided by South Weber City under this Agreement shall require the prior written consent of South Weber City.

Notwithstanding anything in this Agreement to the contrary, the City, acting through the City's Fire Department, agrees to perform fire services under this Agreement, but outside of the Unincorporated Fire Service Area, in situations and under circumstances such as those contemplated by Subsections 2.1.2, 2.1.8, or 2.4 of this Agreement.

For the avoidance of doubt, this Agreement delegates to the City only the responsibility for fire suppression and subsequent fire investigations and does not delegate to the City any responsibility for administration or enforcement of the fire code, fire prevention inspections, plan review, or permitting.

2.2. *Changes to the Unincorporated Fire Service Area.*

- 2.2.1. The County and the City acknowledge and agree that during the term of this Agreement the properties identified in Attachment 1 to this Agreement may change for several possible reasons, including, but not limited to, because one or more properties is annexed to the City or an adjacent or nearby municipality or fire district.
- 2.2.2. The County, at least annually and with the reasonable assistance of the City, shall amend the properties identified in Attachment 1 to this Agreement, but only if changes to the Unincorporated Fire Service Area have recently taken place and are not accounted for under the most current version of Attachment 1 to this Agreement.
- 2.2.3. In conjunction with the County's actions under Subsection 2.2.2 of this Agreement, the County shall, with the reasonable assistance of the City, coordinate with the applicable dispatch center operating in Davis County ("Dispatch Center") to ensure: (1) the Unincorporated Fire Service Area is accurately identified within dispatch, mapping, and computer-aided dispatch systems; and (2) the applicable Dispatch Center dispatches the City's Fire Department, as the primary responding fire department, to incidents occurring within the Unincorporated Fire Service Area.

- 2.3. *Response to Dispatched Fire Incident.* The City, acting through the City's Fire Department, agrees to promptly respond to a fire, and provide the fire services identified in Subsection 2.1 of this Agreement, upon being notified of such fire by the applicable Dispatch Center.
- 2.4. *Inability to Respond to Dispatched Fire Incident.* The County and the City acknowledge that there may be situations when the City's Fire Department is unable to respond, after being contacted by a Dispatch Center, to a fire within the unincorporated area of Davis County because the City's Fire Department is already performing, or has already been requested to perform, fire services or other emergency services within the City's boundaries or possibly another municipality or county's boundaries. Notwithstanding Subsection 2.3 of this Agreement, the County and the City agree in these situations that the City will perform fire services or other emergency services within the City's boundaries or possibly another municipality or county's boundaries, and the applicable Dispatch Center will contact the next recommended fire department or fire district to respond to the fire, and provide fire services, within the unincorporated area of Davis County.

- 2.5. *Specific Wildland Training and Certification.* The City agrees that the individuals performing services under this Agreement will satisfy the minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, as determined by FFSL, including, but not limited to, NWCG S130 Firefighter Training, S190 Introduction to Wildland Fire Behavior, and RT130 Annual Fireline Safety Refresher Training. In cases of newly hired firefighters, the City agrees that those individuals will satisfy these standards within one (1) year of hire.
- 2.6. *Specific Wildland Fire Equipment Standards.* The City agrees that its fire engines, water tenders, hand tools, and water handling equipment, which may be used in response to a wildland fire, meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.
- 2.7. *Fire Hydrant Maintenance.* The City, acting through the City's Public Works Department, agrees to maintain in working condition all public fire hydrants that are located within the Unincorporated Fire Service Area and served by the City's Water Distribution System.
- 2.8. *Reporting Fires to the Davis County Fire Marshal; Meeting with the Davis County Commission.* Upon request, the City shall provide quarterly reports to the Davis County Fire Marshal regarding incidents occurring within the Unincorporated Fire Service Area. Upon reasonable request, City representatives may meet with the Davis County Commission, or its designee, to discuss services provided under this Agreement.

3. Specific Statutory Privileges, Immunities, and Provisions.

- 3.1. The Parties acknowledge and agree that, pursuant to Section 11-7-3 of the Utah Code (1957), "[A]ll the privileges and immunities from liability which surround the activities of any county or municipal corporation fire-fighting force or fire department when performing its functions within the governmental unit's territorial limits shall apply to the activities of that governmental unit's fire-fighting force or department while furnishing fire protection outside its territorial limits under any contract pursuant to Section 11-7-1."
- 3.2. The Parties acknowledge and agree that, pursuant to Section 11-7-4 of the Utah Code (2024), "[T]he effect of the death or injury of any firefighter who is killed or injured outside the territorial limits of the county or municipality where the firefighter is a member of the fire-fighting force or fire department and while that force or department is functioning pursuant to any contract made under Section 11-7-1 shall be the same as if the firefighter were killed or injured while that force or department was functioning within its own territorial limits, and the firefighter's death shall be considered in the line of duty."

4. **Compensation.** The County agrees to pay the City an annual fee for the services performed under this Agreement. The initial annual fee is based on a flat rate of \$11.35 per \$10,000.00 of unincorporated taxable property value serviced under this Agreement. Each subsequent year, the annual fee will be adjusted to reflect the following two factors: (1) inflation; and (2) land annexation. First, the annual fee will be adjusted for inflation using the CPI-U West Region index to account for rising costs. Second, if any portion of the unincorporated area serviced under this Agreement is annexed or incorporated into a municipality or fire district, the annual fee will be reduced by a corresponding percentage, based on unincorporated taxable property value. To illustrate the application of this formula, assume the unincorporated area serviced under this Agreement has an annual fee of \$50,656. If, in the following year, the CPI-U West Region index reflects 3% inflation and 2% of the unincorporated taxable property value is removed due to municipal or fire district land annexation, the new annual fee would be calculated as follows: $(\$50,656 \times 103\% \times 98\%) = \$51,132$.
5. **Effective and Termination Dates.** For the purposes of compensation, this Agreement is effective as of July 1, 2026. This Agreement terminates on June 30, 2031.
6. **Early Termination of Agreement.**

- 6.1. The Parties may mutually terminate this Agreement at any time. This termination may be accomplished through a written termination of this Agreement signed by an authorized representative of each of the

Parties. The effective date of this termination is the latest date that the applicable written termination is signed by an authorized representative of each of the Parties.

- 6.2. Either Party may terminate this Agreement for convenience. This termination may be accomplished by one Party sending a written notice of termination of this Agreement to the other Party. The Agreement will terminate 180 days after the applicable written notice of termination of this Agreement is effective under the notice provisions of this Agreement.
- 6.3. Either Party may terminate this Agreement after: (1) a material breach of this Agreement by the other Party; and (2) the other Party's failure to cure a material breach of this Agreement within 30 days after the applicable written notice of termination of this Agreement is effective. This termination may be accomplished by one Party sending a written notice of termination of this Agreement to the other Party. The Agreement will terminate 30 days after the applicable written notice of termination of this Agreement is effective under the notice provisions of this Agreement, but only if the breaching Party failed to cure a material breach of this Agreement within 30 days after the applicable written notice of termination of this Agreement is effective.
7. **Indemnity.** The Parties to this Agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"). Nothing in this Agreement shall be construed as either: (1) a waiver by either or both Parties of any rights, limits, protections or defenses provided by the Immunity Act; or (2) a waiver, with respect to third parties, of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to and consistent with the Immunity Act, each Party shall be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the Parties under this Agreement.
8. **Recovery of Costs.** Nothing in this Agreement shall prohibit the City or the County from pursuing recovery of firefighting, suppression, investigation, cleanup, or related fire service costs from any person or entity whose negligent, reckless, unlawful, or intentional conduct causes or contributes to a fire incident, to the extent Permitted by Utah law.
9. **Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:
- | | |
|--|--|
| Davis County
Attn: Fire Marshal/Emergency Manager
851 W Clark Ln
PO Box 618
Farmington, UT 84025 | South Weber City
Attn: Fire Chief
7365 S 1375 E
South Weber, UT 84405 |
|--|--|
10. **Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law pursuant to Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party pursuant to Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Act.
11. **Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.

- 12. Employment Status.** Employees of the respective Parties remain the employees of that Party and do not acquire from any other Party any employment status, other employment right, or claim for wages or other benefits, including, without limitation, workers' compensation.
- 13. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 14. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 15. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, if any, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to the subject matter in this Agreement.
- 16. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 17. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 18. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 19. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

The Parties have signed and dated this Agreement on the dates listed below.

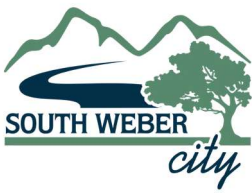
DAVIS COUNTY	SOUTH WEBER CITY
_____ John Crofts Chair, Davis County Board of County Commissioners Date:_____	By:_____ Print Name: <u>David Larson</u> Title: <u>City Manager</u> Date:_____
ATTEST: _____ Brian McKenzie, Davis County Clerk Date:_____	ATTEST: _____ South Weber City Recorder Lisa Smith Date:_____
REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: _____	REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: _____
Authorized Attorney for Davis County	Authorized Attorney for South Weber City

ATTACHMENT 1

Properties within the Unincorporated Fire Service Area

#	<u>ParcelTaxID</u>	<u>TaxDistrict</u>	<u>TaxValue</u>	<u>TotValue</u>	<u>Acreage</u>	<u>ExmptSt</u>
1	090020054	81	211.00	785,393.00	16.25	Taxed
2	130010001	88	-	383,005.00	137.64	Exempt
3	130010004	88	-	1,320,292.00	560.8	Exempt
4	130040014	88	127.00	272,720.00	9.74	Taxed
5	130040015	88	-	54,150.00	3.61	Exempt
6	130050005	88	-	94,350.00	6.29	Exempt
7	130080018	92	18,632.00	18,632.00	4.451	Taxed
8	130200047	92	215.00	1,092,350.00	16.5	Taxed
9	130220001	88	-	237,750.00	15.85	Exempt
10	130220002	81	-	33,570.00	2.238	Exempt
11	130220004	88	-	116,250.00	7.75	Exempt
12	130220005	88	139.00	671,150.00	9.75	Taxed
13	130220008	81	-	21,000.00	1.4	Exempt
14	130230027	88	-	1,510,430.00	23.2	Exempt
15	130240003	81	85.00	35,687.00	6.51	Taxed
16	130240004	88	-	209,128.00	12.4	Exempt
17	130250001	88	-	70,650.00	4.71	Exempt
18	130260001	88	-	97,250.00	1.5585	Exempt
19	130260002	88	235.00	892,810.00	18.0715	Taxed
20	130260003	92	91,326.00	91,326.00	6.8	Taxed
21	130270007	81	418.00	517,540.00	32.17	Taxed
22	130290024	88	321.00	1,499,731.00	36.695	Taxed
23	130290032	88	828.00	495,404.00	30.751	Taxed
24	130300016	88	141.00	202,330.00	11.71	Taxed
25	130300017	88	1,011,240.00	1,011,240.00	18.06	Taxed
26	130310002	88	299.00	2,416,859.00	59.75	Taxed
27	130320003	88	-	18,779.00	0.25	State
28	130320018	88	6,545.00	6,545.00	0.04	Taxed
29	130320019	88	6,405.00	6,405.00	0.04	Taxed
30	130320020	88	9,269.00	9,269.00	0.06	Taxed
31	130320021	88	-	514,773.00	7.27	Exempt
32	130320028	88	-	2,085,387.00	31.2547	Exempt
33	130320029	88	-	26,594.00	1	Exempt
34	130320030	88	-	1.00	1.2753	Exempt
35	130320031	88	222.00	1,151,403.00	19.9495	Taxed
36	130320032	88	115.00	587,903.00	9.694	Taxed

#	ParcelTaxID	TaxDistrict	TaxValue	TotValue	Acreage	ExmptSt
37	130320033	88	-	112,030.00	1.4793	Exempt
38	130320034	88	-	1.00	2.5482	Exempt
39	130320035	88	281.00	900,445.00	21.63	Taxed
40	130320036	88	52.00	225,673.00	4	Taxed
41	130390038	92	231,550.00	421,000.00	0.724	Taxed
42	130390075	92	63.00	595,787.00	4.87	Taxed
43	130390076	92	45,243.00	238,167.00	5.18	Taxed
44	130390077	92	311,471.00	691,000.00	1.69	Taxed
45	130390078	92	-	30,805.00	0.94	Exempt
46	130410083	92	-	1.00	0.193	Exempt
47	130410100	92	-	1.00	0.16	Exempt
48	130410107	92	264,438.00	412,000.00	1.539	Taxed
49	130410127	92	67.00	21,151.00	5.14	Taxed
50	130410129	92	53.00	17,108.00	4.04	Taxed
51	130410131	92	140.00	40,497.00	10.744	Taxed
52	130410132	92	44.00	14,658.00	3.39	Taxed
53	130410133	92	44.00	14,772.00	3.42	Taxed
			2,000,219.00			



8 Intercounty Fire CITY COUNCIL MEETING STAFF REPORT

MEETING DATE

9/22/2026

PREPARED BY

Derek Tolman

Fire Chief

ITEM TYPE

Legislative

ATTACHMENTS

Draft Intercounty Aid
Agreement

PRIOR DISCUSSION DATES

None

AGENDA ITEM

Approve Intercounty Automatic Aid Fire Agreement

PURPOSE

To approve the 2026 Intercounty Automatic Aid Fire Agreement with Weber County and Davis County fire agencies and Hill Air Force Base.

RECOMMENDATION

Approve the agreement and authorize the City Manager to execute it.

BACKGROUND

This agreement lets South Weber send and receive fire and EMS help across the Weber–Davis county line when in-county resources are already committed. It does not replace the automatic aid we already have inside Weber County. It adds a second layer so a neighboring Davis County company—or a Hill AFB unit on a mutual-aid request—can roll when we need it, and so we can do the same for them. There is no cost to participate.

Intercounty Automatic Aid Fire Agreement: Synopsis

The Intercounty Automatic Aid Fire Agreement is an interlocal agreement under Utah Code Title 11, Chapter 13, and, as to Hill Air Force Base, 42 U.S.C. § 1856a. The parties are Ogden, Roy, South Ogden, Riverdale, Washington Terrace, North View Fire District, Weber Fire District, South Weber, Clinton, Layton, Kaysville, Syracuse, Farmington, North Davis Fire District, South Davis Metro Fire Service Area, and the United States acting through the 75th Air Base Wing at Hill AFB.

Key elements of the agreement include:

1. Parties and legal authority:

- The agreement is authorized by the Interlocal Cooperation Act and Utah Code § 11-7-1, which encourage cooperative fire protection among political subdivisions.
- Hill AFB enters under federal reciprocal-aid authority. Each party's attorney must review the agreement as to form before it takes effect.

2. Dispatch and the intercounty response plan:

- When an on-scene commander needs intercounty resources, the responsible 911 PSAP requests them from the neighboring county under a written response plan prepared by the fire chiefs. Only pre-identified units are dispatched. Responding units switch to the requesting PSAP's talk groups while assigned, then return to their home PSAP when released. The plan is reviewed at least annually and can be updated without amending this agreement.

3. Response conditions:

- Aid is limited to available Class A engines or quints, water tenders, NWCG Type 1–6 wildland units, or licensed rescue/ambulance units, each staffed with at least two certified personnel. Units must respond immediately from quarters. Automatic-aid assignments are for initial response only and may not exceed eight hours. A shift supervisor may refuse a request if the agency cannot reasonably respond, and a company may be recalled to protect its own jurisdiction.

4. Cost, liability, and line-of-duty coverage:

- No party reimburses another for costs under this agreement, except that non-federal parties retain the right to seek reimbursement for fires on federal property under 15 U.S.C. § 2210. Each party waives claims against the others for loss, injury, or death arising from performance.
- Firefighters injured or killed while operating under the agreement are treated as in the line of duty in their home jurisdiction. Federal personnel are covered by the Federal Employees' Compensation Act.

5. Term and administration:

- The term is five years from the effective date. Any party may withdraw on 30 days' written notice without ending the agreement among the remaining parties. No separate legal entity is created and no joint property is acquired.

How the Agreement Helps South Weber

1. Faster backup when Weber County is stretched:

- South Weber sits on the county line. A working fire, multi-patient EMS incident, or simultaneous calls can exhaust in-county automatic aid. This agreement puts Davis County companies on a pre-planned path to our incidents.
- The same plan lets us support Davis County and Hill AFB without negotiating terms in the middle of an incident.

2. No budget impact:

- There is no participation fee and no reimbursement between parties. We send help only when a unit is available and can be spared.
- The eight-hour cap and the right to refuse or recall a response keep South Weber covered at home.

3. Clear operating rules:

- Units work under ICS, report to the requesting incident commander, and use the requesting PSAP's radio talk groups. Dispatch will give address, incident type, talk group, and command designation before units respond.
- Private-vehicle response is prohibited. Everyone rides the apparatus.

4. Hill AFB on a defined mutual-aid basis:

- Hill AFB will not be auto-dispatched. Requests go through the HAFB Emergency Communications Center. The Installation Fire Chief may decline or recall a response to protect flightline and aircraft rescue coverage.
- Response onto the base is subject to installation access and force protection rules that will be written into the annual response plan.

5. Legal protections for our firefighters:

- Immunities that apply inside South Weber travel with the company when it operates outside the city. Line-of-duty injury and death are treated the same as if the incident occurred at home.

6. Fits with agreements we already have:

- The agreement is written to enhance, not replace, existing mutual aid and within-county automatic aid. In-county plans stay in place.
- Updating the resource list or radio plan does not require Council to re-adopt the contract.

7. Shared governance without a new entity:

- Administration, if needed beyond what the agreement already spells out, is by the parties' governing bodies acting as a joint board. No new agency and no jointly owned property.

Taken together, the agreement gives South Weber a written, no-cost path to additional fire and EMS capacity across the county line and a defined relationship with Hill AFB, while keeping local control over when our companies leave the city.

ANALYSIS

This is a no-cost authorization that improves response options on both sides of the county line. Staff recommends approval.

RESOLUTION 26-39

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING
AN INTERLOCAL COOPERATION AGREEMENT WITH WEBER
COUNTY, DAVIS COUNTY, AND HAFB FIRE AGENCIES

WHEREAS, there are occasions when additional resources are needed to help across the Weber Davis county line when in county resources are already deployed; and

WHEREAS, South Weber has come automatic aid agreements in place and this agreement would add a second layer of protection in emergency situations; and

WHEREAS, there are multiple benefits including improved response times and carries no cost to this agreement;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The Intercounty Automatic Aid Fire Agreement attached as **Exhibit 1** is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of September 2026.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Davis	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

Rod Westbrook, Mayor

Attest: Lisa Smith, Recorder

INTERCOUNTY AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of September, 2026 ("effective date"), pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and, as to the United States, pursuant to 42 U.S.C. § 1856a, by and between **OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **ROY CITY CORPORATION**, a municipal corporation of the State of Utah, **SOUTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **RIVERDALE CITY CORPORATION**, a municipal corporation of the State of Utah, **WASHINGTON TERRACE CITY**, a municipal corporation of the State of Utah, **NORTH VIEW FIRE DISTRICT**, a political subdivision of the State of Utah, **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah, **SOUTH WEBER CITY CORPORATION**, a municipal corporation of the State of Utah, **CLINTON CITY CORPORATION**, a municipal corporation within the State of Utah, **LAYTON CITY CORPORATION**, a municipal corporation within the State of Utah, **KAYSVILLE CITY CORPORATION**, a municipal corporation within the State of Utah, **SYRACUSE CITY CORPORATION**, a municipal corporation within the State of Utah, **FARMINGTON CITY CORPORATION**, a municipal corporation within the State of Utah, **NORTH DAVIS FIRE DISTRICT**, a political subdivision of the State of Utah, **SOUTH DAVIS METRO FIRE SERVICE AREA**, a political subdivision of the State of Utah, and the **UNITED STATES OF AMERICA**, acting by and through the **DEPARTMENT OF THE AIR FORCE, 75th AIR BASE WING, HILL AIR FORCE BASE ("HAFB")**, an agency of the United States within the meaning of Subsection 11-13-103(19)(c), Utah Code Annotated 1953, as amended.

WITNESSETH:

WHEREAS, the parties are desirous of entering an agreement for providing automatic and mutual aid for fire protection and emergency medical response among the parties; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended; and

WHEREAS, HAFB enters this Agreement under the authority of the Act of May 27, 1955, 42 U.S.C. §§ 1856-1856d, which authorizes each federal agency head charged with the duty of providing fire protection for property of the United States to enter into a reciprocal agreement for mutual aid with any fire organization maintaining fire protection facilities in the vicinity of such property; and

WHEREAS, each party desires to cooperate with and assist the other for fire protection and emergency medical response at the receipt of such an alarm where resources within their county or, in the case of HAFB, within the installation, are exhausted; and

WHEREAS, this Agreement is intended to "enhance" but not replace existing "Mutual Aid Agreements or within County Automatic Aid Agreements."

NOW, THEREFORE, it is hereby agreed:

1. Upon request from an on-scene incident for intercounty resources the 911 Public Safety Answering Point (PSAP) responsible for the incident will make the request to the neighboring County within this agreement as described by the "intercounty response plan" as determined by the fire chiefs of each participating party. Fire chiefs within each county will develop a coordinated "intercounty response plan" reviewed and approved by respective fire chiefs of each participating party within their county. Upon request from on-scene incident commander for intercounty resources, the neighboring county's 911 PSAP will be contacted specifying intercounty resource request. Only those pre-identified resource units within the response plan will be dispatched by the neighboring county to the requesting county's incident location. Once intercounty resources are sent by their respective 911 PSAP, while en-route, responding units will report to the requesting 911 PSAP to confirm radio communication and notification of en-route status. Once assigned to a neighboring county's incident all radio communication will occur on the requesting 911 PSAP talk groups and their status managed by the requesting 911 PSAP. Upon completion of incident assignment, release by the incident commander, neighboring county units will return to radio communication with their primary PSAP.

1.1 Requests to and from HAFB shall be made to and from the HAFB Emergency Communications Center, which shall be treated as the PSAP of reference for HAFB for all purposes of this Agreement. HAFB shall be identified in the intercounty response plan alongside the Weber County and Davis County PSAPs. Prior to placing any HAFB resource on the intercounty response plan, the fire chiefs shall confirm that HAFB units have the radio interoperability necessary to operate on the requesting PSAP's talk groups.

1.2 The intercounty response plan shall be reviewed jointly by the fire chiefs of all participating parties not less than annually, and updated as necessary to reflect changes in apparatus, staffing, station locations, or availability. A revision to the intercounty response plan does not require amendment of this Agreement.

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

- a. The "Automatic Aid" fire company being requested must be currently in an "available" status.
- b. The responding company must be a "pumping" apparatus of Class A engine type or "quint" style aerial device with Class A engine specifications, water tender, a NWCG classified Type 1-6 wildland fire suppression unit, or a

state licensed medical unit either as either a rescue or ambulance. Such responding company must respond with no fewer than two firefighters/EMS certified personnel on board.

- c. The "Automatic Aid" fire company must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. All such responders must ride in the emergency vehicle to the incident. None shall respond by private vehicle.
- d. Dispatch will issue the following information to the responding "Automatic Aid" fire company:
 - i. Address of incident;
 - ii. Type of incident;
 - iii. Talk Group and 911 PSAP Assignment;
 - iv. Incident command designation; and
 - v. Commander's name or unit when available.
- e. All parties under this agreement will function under the Incident Command System as taught by the National Fire Academy and as practiced under Weber/Davis area local guidelines and standard operating procedures (SOP's). The responding "Automatic Aid" fire company shall report by radio to the Incident Commander or staging officer at the location to which the equipment was requested and shall be subject to the orders of that commander.
- f. The responding "Automatic Aid" company shall be released by the requesting organization when the services of the "Automatic Aid" fire company are determined to not be required or when the "Automatic Aid" fire company is needed to provide protection to its own jurisdiction, such need to be the sole determination of the responding organization. This agreement is intended for initial response only. Time commitment for the "Automatic Aid" companies shall not extend beyond eight (8) hours after initial dispatch time.
- g. Assistance under this Agreement may be refused by the supervising shift officer or any of the parties if, in the supervisor's best judgment, it is determined that the party is unable to reasonably respond.

3. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring because of performing this Agreement. This waiver is required of HAFB by 42 U.S.C. § 1856a(b) and is mutual as among all parties.

4. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement. Notwithstanding the foregoing, nothing in this Agreement waives, limits, or releases the right of any non-federal party to seek reimbursement of direct expenses and losses incurred in fighting a fire on property under the jurisdiction of the United States, as provided by Section 11 of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2210, and the regulations issued thereunder at 44 C.F.R. Part 151.

5. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other party's territorial limits, shall apply to the activities of that other party's firefighting department while furnishing fire protection outside its territorial limits under this Agreement.

6. The effect of the death or injury of any firefighter, who is killed or injured while responding to an incident outside the territorial limits of the firefighter department of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter were killed or injured while that department was functioning within its own territorial limits, and such death or injury shall be considered to be in the line of duty. As to officers, employees, and members of the armed forces of the United States, any service performed under this Agreement shall constitute service rendered in line of duty as provided by 42 U.S.C. § 1856c, and shall be governed by the Federal Employees' Compensation Act, 5 U.S.C. Chapter 81, rather than by the workers' compensation law of the State of Utah.

7. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

8. This Agreement shall not relieve any party of any obligation or responsibility imposed upon any of the parties by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility to the extent of actual and timely performance thereof by the responding party.

9. This Agreement shall be effective for a period of five (5) years from the effective date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein.

10. This Agreement shall become effective as set out above provided it has been approved as appropriate by the above-mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized

to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect. As to HAFB, this Agreement shall additionally be coordinated with the Installation Commander and reviewed by the Office of the Staff Judge Advocate prior to execution, in accordance with Department of the Air Force Instruction 32-2001, Fire and Emergency Services Program.

PROVISIONS APPLICABLE TO HILL AIR FORCE BASE

11. **Mutual Aid Status of HAFB.** Notwithstanding the title of this Agreement and any other provision herein, all response by HAFB to a requesting party, and all response by a party onto Hill Air Force Base, shall be on a mutual aid basis. HAFB units may be pre-identified in the intercounty response plan, but shall be dispatched only upon request through the HAFB Emergency Communications Center, and no HAFB unit shall be committed by automatic dispatch. HAFB retains sole discretion, exercised through the Installation Fire Chief or the senior fire official on duty, to decline or recall any response in order to maintain aircraft rescue and firefighting coverage, flightline coverage during flying operations, or any other mission-essential emergency response capability required by Department of the Air Force policy.

12. **Installation Access and Force Protection.** Response by a non-federal party onto Hill Air Force Base is subject to installation access, credentialing, and force protection requirements established by the Installation Commander. HAFB shall establish, and provide in writing to the fire chiefs of the parties, a procedure for emergency gate access and escort of responding mutual aid apparatus and personnel. That procedure shall be incorporated by reference into the intercounty response plan and reviewed at the annual review described in Paragraph 1.2. No party is obligated to respond onto the installation where access has not been arranged in advance, and no party shall be deemed in breach of this Agreement for a delay attributable to installation access requirements.

13. **Availability of Appropriations.** The obligations of HAFB under this Agreement are subject to the availability of appropriated funds, and nothing in this Agreement shall be construed to obligate the United States to any expenditure of funds in advance of or in excess of an appropriation, in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. No provision of this Agreement shall be interpreted to require HAFB to take any action inconsistent with federal law, Department of Defense policy, or Department of the Air Force policy.

14. **Federal Authority and Construction.** HAFB executes this Agreement solely under the authority of 42 U.S.C. § 1856a. Nothing in this Agreement creates or is intended to create any right or benefit, substantive or procedural, enforceable at law against the United States, its agencies, officers, or employees. Claims against the United States arising from performance of this Agreement, if any, shall be governed exclusively by the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq. To the extent any provision of this Agreement conflicts with federal

law applicable to HAFB, that provision shall be without effect as to HAFB only, and the remainder of the Agreement shall remain in full force and effect as to all parties.

15. **Severability.** If any provision of this Agreement is held invalid or unenforceable as to any party, the remainder of this Agreement shall remain in full force and effect as to that party and as among all remaining parties.

SOUTH WEBER CITY CORPORATION
a Utah Municipal Corporation

By: David Larson

Title: City Manager

Date: 09-22-2026

ATTEST:

City Recorder Lisa Smith

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney Jayme Blakesley