

**RESOLUTION 2020-33**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING  
AN INTERCOUNTY AUTOMATIC AID FIRE AGREEMENT**

**WHEREAS**, emergency fire and medical situations frequently require assistance from other agencies for personnel or equipment; and

**WHEREAS**, the fire departments and districts within Davis and Weber counties are desirous to provide aid to one another in an effective manner; and

**WHEREAS**, the proposed agreement will serve to enhance, not replace, any current mutual aid agreements; and

**WHEREAS**, this agreement is designed to clarify each agencies' roles and responsibilities when rendering aid; and

**WHEREAS**, SWC Fire Chief Derek Tolman recommends entering into this agreement as a benefit to the city and its citizens; and

**WHEREAS**, Council agrees providing and receiving aid is in the best interests of the city;

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

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

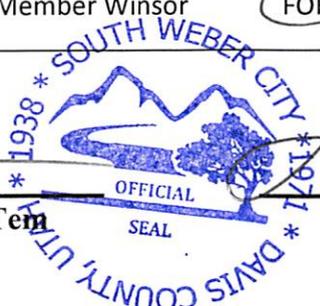
**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 18<sup>th</sup> day of August 2020.

Roll call vote is as follows:

Council Member Alberts	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Halverson	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Petty	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Soderquist	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Winsor	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST

  
**Blair Halverson, Mayor Pro Tem**



  
**Attest: Lisa Smith, Recorder**

**EXHIBIT 1**  
**INTERCOUNTY AUTOMATIC AID**  
**FIRE AGREEMENT**

**INTERCOUNTY AUTOMATIC AID FIRE AGREEMENT**

**THIS AGREEMENT** made and entered into this 17 day of November, 2020 (“effective date”), pursuant to the provisions of the Interlocal Cooperation Act, 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, and the **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.

**WITNESSETH:**

**WHEREAS**, the parties are desirous of entering an agreement for providing automatic 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**, each party desires to cooperate with and assist the other for fire protection, emergency medical response at the receipt of such an alarm where resources within their county 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.

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, an incident commander staff member and vehicle, 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.

4. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

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.

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 part from the obligations created herein.

10. This Agreement shall become affective 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.

**OGDEN CITY CORPORATION, a**  
Utah Municipal Corporation

By: *Mandy Johnson*  
Title: CAO  
Date: Apr 30, 2021

ATTEST:

*Liz Ann Peterson*  
City Recorder      Apr 30, 2021

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

*Anne-Marie Birk*  
Anne-Marie Birk (Apr 30, 2021 10:54 HDT)  
City Attorney



**ROY CITY CORPORATION, a**  
Utah Municipal Corporation

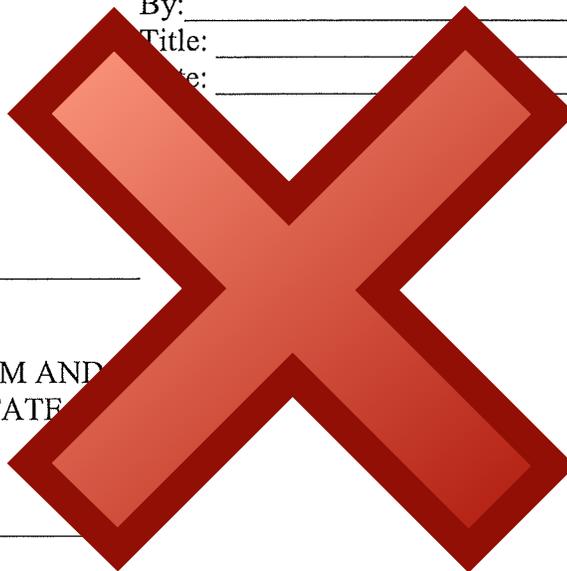
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Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM AND  
COMPATIBLE WITH STATE

\_\_\_\_\_  
City Attorney



**OGDEN CITY CORPORATION, a**  
Utah Municipal Corporation



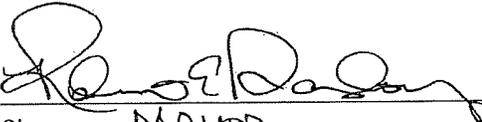
ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
City Attorney

**ROY CITY CORPORATION, a**  
Utah Municipal Corporation

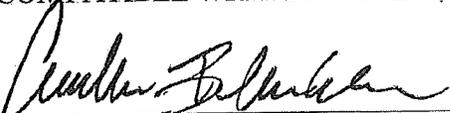
By:   
Title: MAYOR  
Date: November 17, 2020

ATTEST:

  
City Recorder



APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

  
City Attorney

**WEBER FIRE DISTRICT**

By:   
Title: BONNIE CHAIR  
Date: 8/11/2020

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

  
Attorney for Weber Fire District

**SOUTH OGDEN CITY CORPORATION, a  
Utah Municipal Corporation**

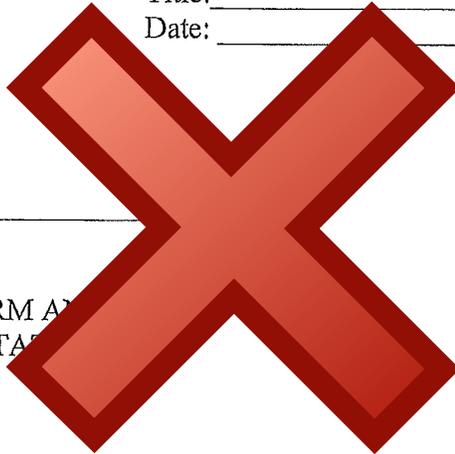
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ATTEST:

\_\_\_\_\_  
City Recorder

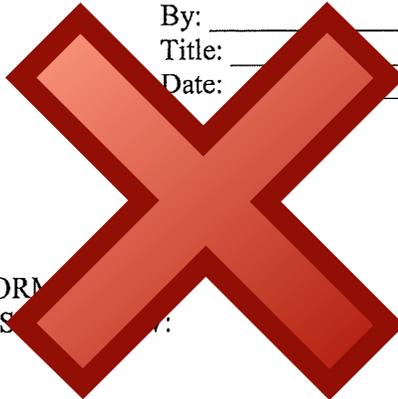
APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
City Attorney



**WEBER FIRE DISTRICT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



APPROVED AS TO FORM  
COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
Attorney for Weber Fire District

**SOUTH OGDEN CITY CORPORATION, a  
Utah Municipal Corporation**

By: Matthew J. Deen  
Title: City Manager  
Date: 3/8/2021

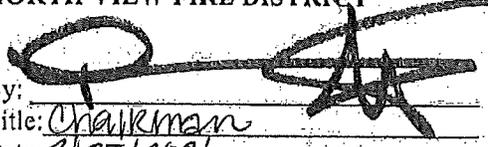
ATTEST:

Deese Kapetanos  
City Recorder

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

[Signature]  
City Attorney

**NORTH VIEW FIRE DISTRICT**

By:   
Title: Chairman  
Date: 3/25/2021

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

*Rachel S. Andrusson*

Attorney for North View Fire District

**RIVERDALE CITY, a  
Utah Municipal Corporation**

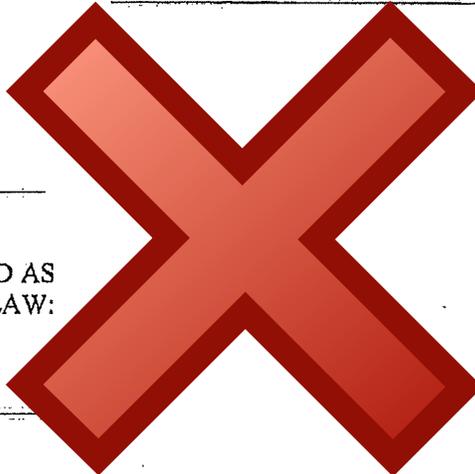
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

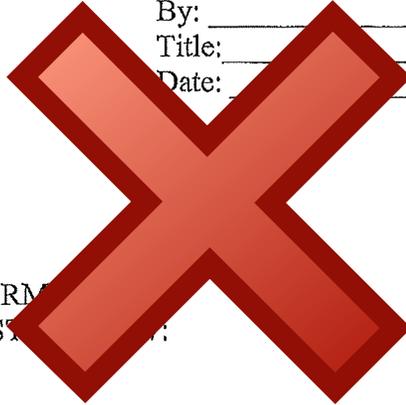
APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
City Attorney



**NORTH VIEW FIRE DISTRICT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



APPROVED AS TO FORM  
COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
Attorney for North View Fire District



**RIVERDALE CITY, a**  
Utah Municipal Corporation

By: *Ron Searle*  
Title: *Mayor*  
Date: *7 6 Oct 20*

ATTEST:

*Shalee Ray*  
City Recorder

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

\_\_\_\_\_  
City Attorney

WASHINGTON TERRACE CITY CORPORATION, a  
Utah Municipal Corporation

By: Mark E. Allen  
Title: Mayor  
Date: 8-18-20

ATTEST:

Ann [Signature]  
City Recorder