

**RESOLUTION 21-14**  
**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL**  
**APPROVING AN INTERLOCAL AUTOMATIC AID FIRE AGREEMENT**  
**WITH WEBER FIRE DISTRICT**

**WHEREAS**, Resolution 21-06 was passed on February 9, 2021 approving a Mutual Aid Fire Protection Agreement with Weber Fire District; and

**WHEREAS**, Weber Fire District forwarded their signed agreement which was approved by their board on the same night; and

**WHEREAS**, it was discovered that the two agreements were not the same version; and

**WHEREAS**, both Fire Departments agreed the Automatic Aid Agreement was the preferred version;

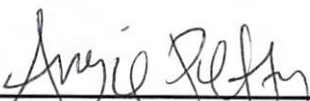
**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

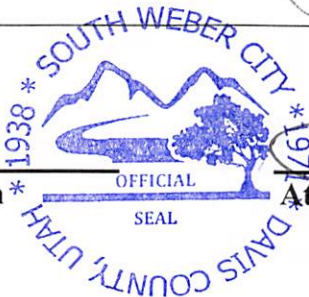
**Section 1. Approval:** The Interlocal Automatic Aid Fire Agreement between South Weber Fire Department and Weber Fire District is hereby approved as attached in Exhibit 1.


**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2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 9<sup>th</sup> day of March 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

  
Angie Petty, Mayor Pro Tem



  
Attest: Lisa Smith, Recorder

**EXHIBIT 1**  
**INTERLOCAL AUTOMATIC AID**  
**FIRE AGREEMENT**

**INTERLOCAL AUTOMATIC AID FIRE AGREEMENT**

**THIS AGREEMENT** made and entered into this 9 day of February, 2021 ("effective date"), pursuant to the provisions of the Interlocal Cooperation Act, by and between the **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah, and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah, for the provision of automatic mutual aid for fire protection among the parties to their respective areas in the Southeast corner of Weber County protected by the Weber Fire District, and to South Weber City protected by the South Ogden Fire Department. r

**WITNESSETH:**

**WHEREAS**, both parties are desirous of entering an agreement for providing automatic mutual aid for fire protection 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 structural fire protection at the receipt of such an alarm; and

**WHEREAS**, each party desires to assist the other on an as-needed basis should the other party have a delay or be unavailable for a given alarm or incident; and

**WHEREAS**, this Agreement is intended to "enhance" but not replace the existing "Mutual Aid Agreements."

**NOW, THEREFORE**, it is hereby agreed:

1. That upon receipt of a report of a structure fire or other fire threatening a structure, the dispatch center responsible for dispatching the incident will dispatch the standard complement of firefighting equipment and personnel from that jurisdiction. In addition, the dispatcher will also immediately see that the next due "Automatic Aid" fire company, as provided under this Agreement, is dispatched to the same incident. Selection of the "Automatic Aid" fire company will be made by computer aided dispatch according to mutually satisfactory boundaries as approved by the respective Fire Chiefs of each party; or

2. That, in an effort to ensure a rapid response to an emergency call for service, upon receipt of a single-engine or related fire, hazmat, or other incident, where the agency having jurisdiction is unavailable or has a delayed response, and where the other agency can provide a more expedient response, that each agency agrees to respond to the scene of such incident, to mitigate any emergency and hold the scene until the fire department with jurisdiction can respond to the scene, if needed.

3. 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. Such responding company must respond with no fewer than two firefighters 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 the fire engine 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 fire;
  - iii. Special considerations of life safety;
  - iv. Incident command designation (if established); and
  - v. Commander’s name or unit when available and if established.
- 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 or Davis area local guidelines and standard operating procedures (SOP’s).
- f. In cases of Structure Fires, the responding “Automatic Aid” fire company shall report to the Incident Commander at the location to which the equipment is dispatched and shall be subject to the orders of that commander.
- g. The responding “Automatic Aid” fire 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 fire protection to its own jurisdiction, such need to be the sole determination of the responding organization.
- h. 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.

4. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of performing this Agreement.

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

6. 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.

7. 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.

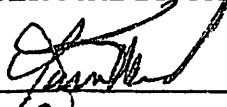
8. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real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

9. 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.

10. 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.

11. 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.

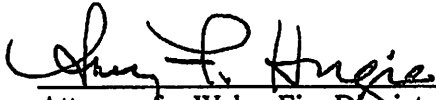
**WEBER FIRE DISTRICT**

By: 

Title: Sammie Crow

Date: 2/9/21

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

  
Attorney for Weber Fire District

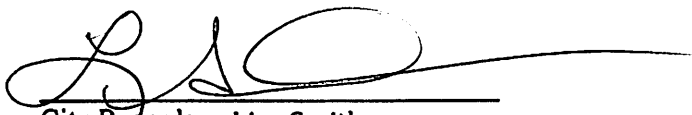
**SOUTH WEBER CITY, a  
Utah Municipal Corporation**

By: 

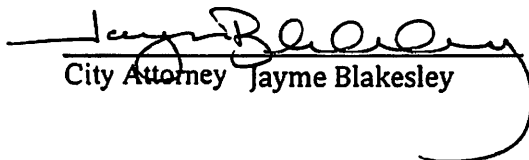
Title: City Manager David Larson

Date: 03-09-2021

ATTEST:

  
City Recorder Lisa Smith

APPROVED AS TO FORM AND AS  
COMPATIBLE WITH STATE LAW:

  
City Attorney Jayme Blakesley