

RESOLUTION 24-30

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING A MEMORANDUM OF UNDERSTANDING
WITH SOUTH OGDEN FIRE DEPARTMENT**

WHEREAS, the state of Utah authorizes mutual aid agreements between entities; and

WHEREAS, response to incidents along I-84 has caused some confusion in the past and the desire is to clarify dispatch assignments; and

WHEREAS, having clear boundaries will allow quicker response times which is in the best interest of all entities involved;

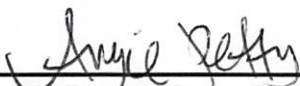
NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The memorandum of understanding between South Weber and South Ogdan Fire Departments 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Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 10th day of October 2024.

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


Angie Petty, Mayor Pro Tem





Attest: Lisa Smith, Recorder

EXHIBIT 1

INTERLOCAL FIRE AUTOMATIC AID AGREEMENT BETWEEN SOUTH OGDEN CITY AND SOUTH WEBER CITY

This Agreement is entered into on this 10th day of October, 2024, by and between South Ogden City, a municipal corporation of the State of Utah, and South Weber City, a municipal corporation of the State of Utah, pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended.

WHEREAS, South Ogden City and South Weber City (the “Parties”) are desirous of entering this Agreement to provide automatic aid for Emergency Medical Services (EMS) responses in specific areas; and

WHEREAS, this Agreement is in furtherance of Section 11-7-1, Utah Code Annotated, 1953, as amended, which provides for a joint mutual agreement relating to the mutual response and use of firefighting equipment and personnel; and

WHEREAS, this Agreement is intended to supplement existing mutual aid agreements and facilitate a coordinated response to emergencies; and

WHEREAS, each Party desires to cooperate with and assist the others in times of emergency or disaster.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Automatic Aid

South Weber Fire Department agrees to provide emergency response services for incidents occurring on I-84 east of Highway 89, which is within South Ogden’s EMS-licensed area. South Ogden Fire Department will maintain responsibility for all other EMS responses within its licensed area. This Agreement does not replace existing mutual aid agreements but rather enhances the coordination of emergency services.

2. Conditions for Response

Any dispatch of personnel and equipment under this Agreement is subject to the following conditions:

Personnel & Apparatus: Responding units must be staffed with no fewer than two certified EMS personnel and equipped with any reasonably foreseeable necessary apparatus (*e.g.*, an ambulance).

Dispatch Information: Dispatch will provide the responding units with the incident address, type of incident, communication channels, and the designated incident commander.

Incident Command: All responding personnel shall function under the Incident Command System and will report to the Incident Commander on-site.

3. Communications

Once dispatched, South Weber Fire Department personnel will establish communication with the South Ogden Fire Department’s 911 Public Safety Answering Point (PSAP). All radio communication at the incident scene will occur on the requesting PSAP’s designated talk groups.

4. Mutual Waiver of Claims

Each Party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a result of performing under this Agreement, unless the harm was caused by negligence, gross negligence, or willful misconduct by either Party.

5. Expenses

Expenses incurred by a Party in connection with the duties contemplated herein shall be borne by the Party incurring the expense. Neither party shall seek reimbursement from the other for costs incurred under this Agreement.

6. Immunity from Liability

The legal privileges and immunities of each Party's firefighters, including but not limited to those under the Utah Governmental Immunity Act, shall apply when performing under this Agreement.

7. Line-of-Duty Protection

Any injury or death of a firefighter while responding under this Agreement will be treated as if it occurred within their own jurisdiction.

8. Term and Termination

This Agreement shall be effective for five (5) years from the Effective Date, unless earlier terminated. Any Party may terminate the Agreement with thirty (30) days written notice to the other Party. Termination does not absolve any Party from any obligations already incurred.

9. Assignment

Neither Party may assign or transfer this Agreement, or any of such Party's interest in and obligation under this Agreement, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement shall be binding upon each Party, and their respective heirs, devisees, legatees, representatives, successors and assigns.

10. Modification

This Agreement shall not be modified or amended except by a written instrument duly executed by both Parties.

11. Counterparts

This Agreement may be executed in one or more counterparts (including facsimile signatures), each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

12. Severability

In the event any provision, covenant, clause, paragraph, phrase, word, or any portion of this Agreement or application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than that to which it is so determined invalid or unenforceable, shall not be affected. Therefore, this Agreement shall be valid and enforceable to the full extent provided by law.

13. Indemnification

Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

14. Attorney Fees

If any legal action or proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled, including attorneys' fees for a Party's use of in-house or city counsel.

15. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of Utah located in Weber County in any suit or proceeding arising out of or relating to this Agreement.

16. Force Majeure

No Party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including without limitation, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials. In the event of such force majeure, the affected Party shall notify the Parties as soon as reasonably possible and shall do everything possible to resume its performance under this Agreement. If the period of non-performance exceeds ninety (90) days, any Party not affected by the force majeure event may terminate this agreement by giving thirty (30) days' notice to the affected Party.

17. Additional Terms, Specific to the Interlocal Cooperation Act

- a. **Purpose.** The purpose of this Agreement is to establish automatic aid for EMS responses between the Parties, in accordance with Utah Code Section 11-7-1, to ensure a coordinated and efficient response to emergencies. This Agreement supplements existing mutual aid agreements and promotes cooperation and assistance between the parties during emergencies or disasters.
- b. **Effective Date.** This Agreement shall become effective upon the date of completion of all of the following actions:
 - i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;
 - ii. The Agreement is approved and signed by each Party; and
 - iii. The Agreement is filed with the keeper of records of each Party.
- c. **Financing.** This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.
- d. **Ownership and control.** Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- e. **No interlocal entity.** This Agreement does not establish an interlocal entity, the Parties agree that the Representatives signing below shall act together as the joint administrators responsible for, and have all of the powers reasonably required for, the administration of this Agreement, with any tied vote weighted in favor of South Ogden.

- f. **Publication of notice of Agreement.** Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.
- g. **Copy on file.** A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

18. Legal Review and Approval

This Agreement shall be reviewed and approved by the attorneys for each Party in accordance with Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, before taking effect.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement.

SOUTH OGDEN CITY

A political subdivision State of Utah

City Manager

ATTEST:

Dated this ___ day of _____, 2024.

APPROVED AS TO FORM:

Attorney for South Ogden City

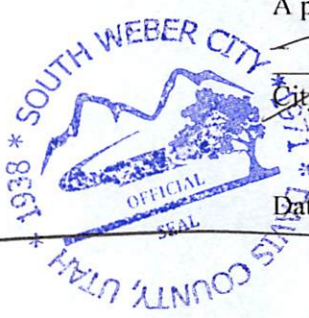
SOUTH WEBER CITY

A political subdivision State of Utah

City Manager David Larson

ATTEST:

[Handwritten signature]



Dated this 8th day of October, 2024.

APPROVED AS TO FORM:

[Handwritten signature]

Jayme Blakesley, Attorney for South Weber City