

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Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

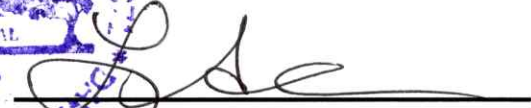
PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of September 2026.

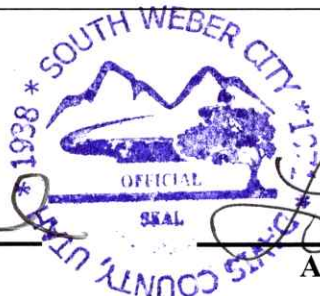
Roll call vote is as follows:

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

excused


Rod Westbroek, 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:

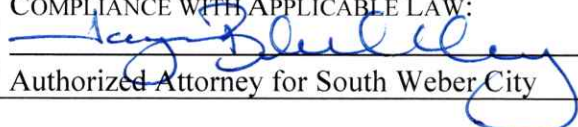
Davis County Attn: Fire Marshal/Emergency Manager 851 W Clark Ln PO Box 618 Farmington, UT 84025	South Weber City Attn: Fire Chief 7365 S 1375 E South Weber, UT 84405
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10. **Approval.** This Agreement shall be submitted to the authorized attorney for 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: <u>9/23/2026</u>
ATTEST:	ATTEST: 
Brian McKenzie, Davis County Clerk Date: _____	South Weber City Recorder Lisa Smith Date: <u>9/23/2026</u>
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

<u>#</u>	<u>ParcelTaxID</u>	<u>TaxDistrict</u>	<u>TaxValue</u>	<u>TotValue</u>	<u>Acreage</u>	<u>ExmptSt</u>
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			