

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Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

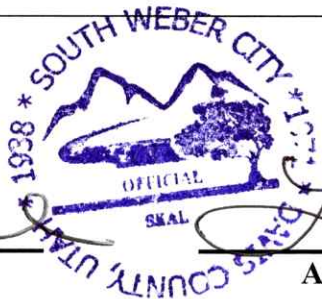
PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 22nd day of September 2026.

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

excused


Rod Westbroek, 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

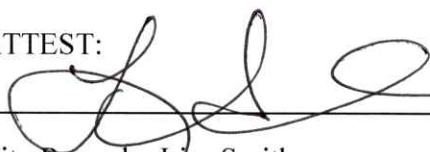


By: David Larson

Title: City Manager

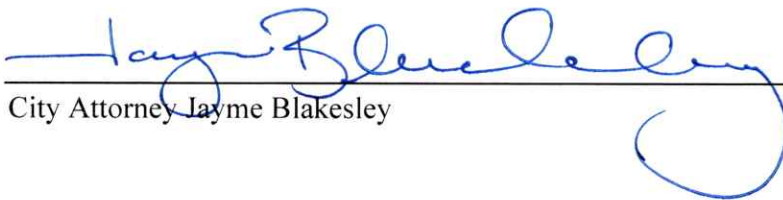
Date: 09-22-2026

ATTEST:



City Recorder Lisa Smith

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:



City Attorney Jayme Blakesley