

RESOLUTION 21-06

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING
A MUTUAL AID FIRE PROTECTION AGREEMENT WITH THE WEBER
FIRE DISTRICT**

WHEREAS, South Weber City Fire Department and Weber Fire District both need additional fire personnel and/or equipment intermittently; and

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

WHEREAS, Fire Chief Derek Tolman negotiated this agreement and recommends adoption to the Council; and

WHEREAS, City Attorney Jayme Blakesley has reviewed the document and approves of its form; and

WHEREAS, the City Council finds adoption is in the best interests of the city and its citizens;


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

Section 1. Adoption: The mutual aid agreement for fire protection between South Weber City Fire Department and Weber Fire District is hereby adopted 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Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 9th day of February 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


Jo Sjoblom, Mayor




Attest: Lisa Smith, Recorder

EXHIBIT 1
MUTUAL AID FIRE AGREEMENT
BETWEEN SOUTH WEBER CITY AND
WEBER FIRE DISTRICT

Mutual Aid Fire Protection Agreement

AGREEMENT made this 9th day of February 2021, by and among South Weber and the Weber Fire District.

WHEREAS, the parties are desirous of entering into a mutual agreement for fire protection and fire related emergencies that will be beneficial to all parties; and

WHEREAS, the undersigned are entering this Agreement pursuant to the, Utah Code Annotated 11-13-1, et set., Utah Code Annotated 11-7-1, et seq., 1953, as amended, to provide a joint mutual agreement relating to the mutual response and use of fire fighting equipment and personnel to fight structure fires and fire-service-related emergencies; however, excludes emergencies which require the use hazardous material equipment or personnel both within and outside the normal geographical jurisdictional limits of each party hereto, unless the requesting department's governing body has enacted a cost recovery ordinance.

WHEREAS, each party desires to cooperate with and assist the other in times of emergency or disaster;

NOW THEREFORE, IT IS HEREBY AGREED:

1. The area to be served by this Agreement shall be within the Weber Fire District, station 64 primary response areas, which represent unincorporated areas of Weber County, and the incorporated area of South Weber City.

2. The Fire Department of each party agrees to respond to structure fires and fire-service-related emergencies within the geographical area of a requesting party to this Agreement with equipment and manpower based upon need as determined by the requesting party's Incident Commander and as equipment and personnel are available as determined by the senior officer on duty for the responding party.

3. With the exception of the area described in paragraph 5 of this Agreement, the dispatcher shall dispatch the Fire Department from the jurisdiction where the incident is located first, and then, upon determination of need by the incident commander, a request for assistance may be made to the other participating Fire Department to assist in the incident.

4. With the exception of the area described in paragraph 5 of this Agreement, only upon determination by the requesting department that an incident is of such a nature that additional resources are needed, and then only upon the request of the incident commander of the jurisdiction where the incident occurs, will departments be dispatched to respond as provided herein. Self-dispatching of resources by participating Fire Departments of this agreement without the official request of the incident commander of the responsible jurisdiction is not acceptable.

5. It has been mutually agreed that for calls along the I-84 corridor from the Morgan/Weber County line to the Davis/Weber County line (just west of Adams Avenue Parkway), that the receiving dispatch center will "dual dispatch" both South Weber City and Weber Fire District units. The first arriving unit will assume command and determine both the jurisdiction and need for responding units. The governmental entity(ies) having jurisdiction will respond as requested or may discontinue response based on on-scene resources and/or input from the on-scene Incident Commander.

6. Response under this Agreement shall be made only when the absence of fire personnel and/or equipment will not jeopardize the fire protection of the governmental entity furnishing assistance to another jurisdiction.

7. The dispatcher shall be requested to specify the location and directions, when necessary, where the fire department equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding organization.

8. The first arriving officer shall assume command and may retain command at the discretion the next arriving superior officer of the jurisdiction where the incident has occurred.

9. The responding organization shall report to the Incident Commander in charge at the location to which the fire equipment and personnel are dispatched and shall be subject to the orders of that officer.

10. Parties to this agreement shall adopt and practice safety procedures in the interest of fire fighter safety.

11. Parties to this agreement shall assure that radio communications are established, programmed and functional for primary operational channels as identified and mutually agreed upon for responding to incidents within the other party's jurisdictional response area.

12. Responding equipment and personnel shall be released by the Incident Commander when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

13. Each party shall indemnify, defend, and hold all other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses and liens, including without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold every other party harmless there from.

14. The effect of the death or injury of any firefighter who is killed or injured outside the territorial limits of the governmental entity where he or she is a member of the firefighting department and while that department is functioning pursuant to this Agreement shall be the same as if he or she 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.

15. Each party to this Agreement shall be responsible for workman's compensation and other benefits accruing to the members of their own department and such other employee-related matters, including insurance, as would normally occur for their own department.

16. No party to this Agreement shall be reimbursed by any other party to this Agreement for any direct expenses or direct losses incurred as a result of providing fire department services within another party's jurisdiction under the terms of this Agreement, except as otherwise provided and funded through cost recovery ordinances, or funding made available to the requesting Fire Department through state or federal resources. However, a party to this Agreement, at its option, may file a claim with the United States for the amount of its direct expenses and direct losses, incurred by fire department services rendered as a result of fighting a fire or fires on property of the United States, under authority of 15 USC 2210.

17. 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.

18. This Agreement shall not relieve any party to this Agreement of any obligation or responsibility imposed upon a party to this Agreement by law, except that the performance of a

responding party may be offered in satisfaction of any such obligation or responsibility of the requesting party to the extent of actual and timely performance thereof by the responding party.

19. The term of this Agreement shall commence on the date of execution by the last party hereto and shall continue for a period of five (5) Years. Any party may terminate its obligations hereunder without cause by providing thirty (30) days prior written notice to all the remaining parties. Such termination shall not modify the Agreement as between the remaining parties, except only to exclude the terminating party from the obligations created herein.

20. This Agreement, as a condition precedent to its entry into effect, shall be submitted to the authorized attorney of each governmental entity for approval as to form in accordance with the provision of Section 11-13-9, Utah Code Annotated, 1953, as amended.


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

ATTEST:



City Recorder Lisa Smith

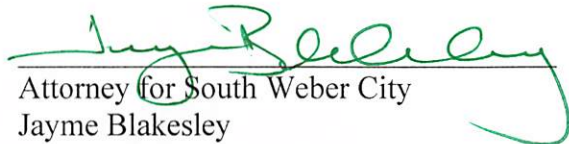
SOUTH WEBER CITY,
A Municipal Corporation



City Manager David Larson

APPROVED AS TO FORM:

Dated this 9 day of February, 2021.



Attorney for South Weber City
Jayme Blakesley

ATTEST:

WEBER FIRE DISTRICT,
A Local District, Service Area

District Clerk

Chairman, Board of Trustees

APPROVED AS TO FORM:

Date this _____ day of _____, 2021.

Attorney for District