

**RESOLUTION 23-52**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING AN INTERLOCAL AGREEMENT  
WITH WEBER FIRE DISTRICT**

**WHEREAS**, Fire departments operate through interlocal agreements to provide aid in situations where additional help is needed; and

**WHEREAS**, Weber Fire District has a Memorandum of Agreement with the Utah Division of Forestry, Fire, and State Lands; and

**WHEREAS**, Weber Fire district has an engine available to respond to wildland fires requested from the Northern Utah Interagency Fire Center; and

**WHEREAS**, South Weber has trained fire personnel that can provide staffing on the engine; and

**WHEREAS**, clarification of duties and responsibilities outlined in this agreement encourages a good working relationship;

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

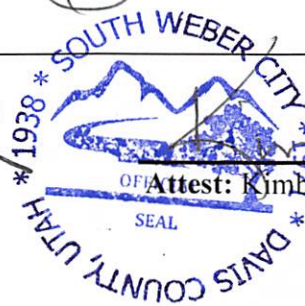
**Section 1. Approval:** The Participating Agreement between South Weber Fire Department and Weber Fire District as attached in **Exhibit 1** is hereby approved.

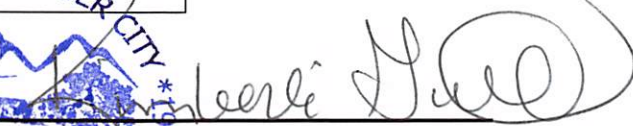
**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 24<sup>th</sup> day of October, 2023.

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

  
Rod Westbroek, Mayor



  
Attest: Kimberli Guill, Deputy Recorder

**EXHIBIT 1**  
**AGREEMENT WITH WEBER FIRE**  
**DISTRICT**

## **PARTICIPATING AGREEMENT**

### **BETWEEN**

### **THE WEBER FIRE DISTRICT AND SOUTH WEBER FIRE DEPARTMENT**

**THIS AGREEMENT**, made and entered into by and between the Weber Fire District, hereinafter referred to as **Weber Fire District**, and the **South Weber Fire**, hereinafter referred to as **South Weber Fire**, is entered into to provide training to personnel assigned to wildland fire protection responsibilities, and referencing a Memorandum of Agreement between the Weber Fire District and the Utah Division of Forestry, Fire, and State Lands

#### **Witnesseth:**

**Whereas** the Weber Fire District wishes to facilitate cooperation and coordination in order to more effectively and efficiently provide fire protection to the public, and

**Therefore**, in consideration of the above premises, the parties hereto agree to the following, to be known as "instrument".

#### **A. The Weber Fire District shall:**

1. Provide an engine available for response to incidents as per resources order request from the Northern Utah Interagency Fire Center (NUIFC).
2. Daily inform NUIFC of the status of the engine (available or not available).
3. Assure the engine is staffed and equipped to meet NWCG standards and is enroute to an incident only after having received a hard copy of a resource order.
4. Reimburse South Weber Fire for wages paid by them to their employees for their service on the engine. This payment will not exceed actual wages and Per-diem per individual assigned from South Weber Fire to the engine.
5. Provide funds to operate and maintain an engine while on incidents.
6. Provide a method to allow personnel assigned to the engine to purchase lodging while enroute to and returning from incidents and if assigned to an Agency Support
7. Bill the Utah Division of Forestry, Fire, and State Lands for the hours the engine was assigned to duty on the incidents (this includes while on the road traveling to and from incidents and while on active duty at the incident; not while sleeping, eating, or traveling from one point to another; nor portal to portal unless approved by requesting agency).
8. The bill will include a copy of the emergency equipment shift ticket signed by a supervisor during incidents. This bill will include the hourly

rate based on the type of equipment and ownership, as indicated in the rate agreement entered between the Weber Fire District and the Utah Division of Forestry, Fire, and State Lands.

**B. South Weber Fire Department:**

1. Provide personnel to operate the engine and pay their wages.
2. Bill Weber Fire District for reimbursement of the wages paid to the South Weber Fire personnel assigned to the incident. The hourly rate billed is not to exceed actual wages and per diem per individual assigned. South Weber Fire shall bill only wages at or below the personnel assigned to the engine.
3. Assure that personnel assigned to the engine document their hours of assignment on the fire line and for travel time. This tracking will utilize the crew time report (CTR) and will be signed by a supervisor on the incident.
4. Assure equipment time is documented on the emergency equipment shift ticket and coordinate documentation with the time unit leader, the supervisor while on incident assignment, and the equipment time unit leader.
5. Assure that the incident finance section is informed of hourly rates for the use of the engine. The engine shall be designated as wet status for billing purposes.
6. Assure the engine and personnel do not begin to travel to the incident until a hard copy of the resource order is received.
7. Shall provide a means for the personnel to pay for meals and other incidentals (Purchase Card or Personal Card) Personnel shall be on Per-Diem while in travel status and or on a Support Assignment

**IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND AMONG THE SAID PARTIES THAT:**

1. Personnel assigned to the engine are to be red card qualified, one at engine boss, engine boss trainee, and others at the minimum NFPA WFF1 (NWCG WWFF2).
2. The hourly rate for personnel includes call-back expenses to backfill for personnel on the engine.
3. This Participating Agreement shall continue and remain in full force and effect perpetually unless terminated by either party by giving 30 days prior written notice.
4. This Participating Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement.
5. South Weber Fire personnel shall always remain employees of the South Weber Fire and shall be subject to the administration, supervision, and control of the South Weber Fire, except as outlined in this Agreement.

6. The South Weber Fire and Weber Fire District shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims and resources against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to person(s) or damage(s) to property arising out of or in any way connected with or incident to the activity of such party as contemplated by this Agreement. Furthermore, each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of or connected with the actions of such party in connection with any activity contemplated by this Agreement. Each party agrees to maintain public liability insurance coverage during the term of this Agreement with coverage in an amount recommended by the party's insurance carrier.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument as of the date written below:

**Weber Fire District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**South Weber Fire Department**

By: Derek Tolman

Title: Fire Chief

Date: 10/31/23

**South Weber City**

By: 

Title: City Manager

Date: 10/31/2023