

RESOLUTION NO. 21-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND VARIOUS WEBER COUNTY CITIES, AND WEBER COUNTY, TO PROVIDE COORDINATED URBAN SEARCH AND RESCUE SERVICES THROUGH CONTRACTORS; AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1- RECITALS

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that in conformance with UC §11-13-1, the City may enter into Interlocal Cooperation Agreements; and,

WHEREAS, the City Council finds that UC §11-13-5 requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements may become effective; and,

WHEREAS, the City Council finds that Weber County, Ogden City Corporation, Riverdale City Corporation, Weber Fire District, North View Fire District, and South Ogden City Corporation, ("Parties") have negotiated an Agreement for the provision of an Urban Search and Rescue Team Agreement; and

WHEREAS, the City Council finds that the Parties find that mutual benefit and cost effective provision of these much needed services and funds can be achieved through this Interlocal Agreement; and,

WHEREAS, the City Council finds that signing and supporting the Agreement is in the best interest of the citizens of South Ogden; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with the other parties for the provision of these mutually beneficial services; and,

WHEREAS, such agreements require the signature of an authorized official of the City; and,

WHEREAS, the City Manager of South Ogden is the chief administrative officer and representative of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The Governing Body of South Ogden City, State of Utah, adopts and authorizes entry into the attached "Interlocal Cooperation Agreement For Urban Search And Rescue Team Between Weber County And Fire Service Providers" (**Attachment "A"**); and authorizes the City Manager to sign any documents necessary to consummate said agreement; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to sign such arrangements for the City.

The foregoing recitals are incorporated herein.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 3 - PRIOR RESOLUTIONS:

The body and substance of any prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution and this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 5th day of January, 2021, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH, on this 5th day of January, 2021.**

SOUTH OGDEN CITY

Russell
Porter Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 21-01

A Resolution Approving And Authorizing The Execution Of An Interlocal Agreement Between South Ogden City And Various Weber County Cities, And Weber County, To Provide Coordinated Urban Search And Rescue Services Through Contractors; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

05 Jan 21

**INTERLOCAL COOPERATION AGREEMENT FOR URBAN SEARCH AND RESCUE
TEAM BETWEEN WEBER COUNTY AND FIRE SERVICE PROVIDERS**

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act (U.C.A. 11-13-101 et. Seq., as amended), by and between Weber County, a public corporation of the State of Utah, hereinafter referred to as the “County”, and Ogden City Corporation, Riverdale City Corporation, municipal corporations for the State of Utah, Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as “Contractors”, and North View Fire district, a political subdivision of the State of Utah, Roy City Corporation, South Ogden City Corporation, municipal corporations of the State of Utah, hereinafter referred to as “Sub-Contractors”, with County, Contractors, and Sub-contractors hereinafter referred to jointly as “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, in order to provide specialized Urban Search and Rescue (“USAR”) services to include but not be limited to, confined space, high angle/advanced rope, trench and excavation, swift and ice water, wilderness, structural collapse, complex vehicle and machinery extrication, to the residents of Weber County, it is essential to continue to develop the capability, expertise, and resources to handle situations where such rescues could occur; and

WHEREAS, the Parties hereto are desirous to work in conjunction to respond to situations where there is a unique and/or complex rescue situation within Weber County and work together in the operation of the Weber County Urban Search and Rescue Team (“USAR Team”).

WHEREAS, this Agreement is intended to “enhance” but not replace any existing search and rescue efforts by any other entity.

NOW, THEREFORE, upon mutual promises and other good and satisfactory consideration, the Parties agree as follows;

**SECTION ONE
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to furnish and provide USAR services by the Contractors and Sub-Contractors throughout Weber County in a coordinated and efficient fashion, to provide for the use of certain County issued equipment by the Contractors, to provide payment for specialized technical rescue training and certifications, and to provide stipends for Contractors and Sub-Contractors.

This Agreement will define the obligations and responsibilities of the Parties hereto with respect to the provision of USAR services in Weber County.

SECTION TWO TERM OF AGREEMENT

This Agreement is effective 12:01 a.m. on January 1, 2021, and will continue through 12:01 a.m., on December 31, 2025; provided, any Party may terminate the Agreement by giving (1) year prior written notice to the other Parties.

SECTION THREE OBLIGATIONS OF CONTRACTORS

The Contractors agree as follows:

1. To furnish and provide USAR services within the jurisdictional boundaries of the County through a coordinated and efficient method of deploying those resources necessary to affect a positive outcome for the protection of life and property. The Contractors will determine from time to time proper service areas as determined by closest unit response without respect to individual contractors' jurisdictional boundary so that USAR personnel can arrive at the location needed as soon as possible during an emergency response.
2. Each Contractor will maintain a USAR Team of a minimum of nine trained and certified technical rescue personnel of their respective existing firefighter personnel to perform the USAR services when needed.
3. County shall provide equipment and vehicles to Contractors for the purpose of providing USAR services. Contractors agree to return said equipment and vehicles at the expiration of their useful life or upon expiration or termination of this Agreement, whichever occurs first. Contractors agree that they shall maintain the safe keep and keep in good repair all County issued equipment and vehicles.
4. Contractors shall provide the County with a current inventory of equipment that is designated to provide USAR services under this agreement whether said equipment was provided by Contractor, County, or other sources.
5. Each Contractor will operate their portion of the County USAR Team from the following respective locations: Ogden City (Fire Station #2, 1185 East 21st Street), Riverdale City (Fire Station #41, 4334 Parker Drive), and Weber Fire District (Fire Station #66, 3641 West 2200 South).
6. Each Contractor agrees to coordinate with the other Contractors and Sub-Contractors on the provision of service, joint training, and maintain a working relationship so that the USAR Team operates seamlessly as one team amongst the six participating fire departments.
7. Contractors agree to receive all USAR dispatch requests through the Weber Area Dispatch 911 and Emergency Services District ("911 District") and to participate on the 911 District's Operations Advisory Committee to coordinate dispatch protocols for technical rescue incidents. Contractors will maintain emergency radio communication with the 911

District and any other search and rescue field personnel within Weber County.

8. Contractor(s) will make available one each USAR company comprised of Contractor's personnel who are trained or being trained as USAR Team members with the minimum number of personnel (Ogden City three, Riverdale City three, and Weber Fire District two) on duty 24 hours a day, 7 days a week, and 365 days a year. These personnel will respond on USAR incidents as identified by the 911 District's dispatch protocol.
9. Training and Certifications. Each Contractor will assign personnel who are certified, or who are working to become certified, in the following technical rescue disciplines to achieve Technician level according to National Fire Protection Association (NFPA) standards 1006 and 1670: an eighty (80) hour rope rescue class, a forty (40) hour confined space class, a forty (40) hour trench rescue class, a forty (40) swift water/ice rescue class, and a one hundred-twenty (120) hour structural collapse class. It is understood that at any given time personnel are at various stages of completing all these training and certification courses. Each Contractor shall maintain records of their personnel's certifications.
10. Each Contractor shall identify and assign one command staff member ("Contractor Commander") who will be responsible for their respective department's monitoring of their USAR personnel to ensure compliance with this agreement, and to ensure their personnel maintain an appropriate level of USAR competence based on required training, that training requirements are met, and that personnel provide services in a manner that is professional and courteous. The Contractor Commander will attend and actively participate in USAR Team coordination meetings, assist with budget management related to this agreement, and identify areas for improvement or gaps in USAR Team capability. The Contractor Commander will coordinate with County administrative staff to manage Agreement compliance.

SECTION FOUR OBLIGATIONS OF SUB-CONTRACTORS

The Sub-Contractors agree as follows;

1. The following fire departments agree to provide trained and certified USAR personnel to augment the County's USAR Team efforts in USAR rescue incidents in cooperation with Contractor(s) entity response understanding the need for additional specialized trained personnel to effect rescue. Each Sub-Contractor shall have a minimum of three (3) trained personnel.
2. Each Sub-Contractor will operate their portion of the County USAR Team personnel from the following respective locations: Roy City Fire stations #31 and #32 (5051 South 1900 West and 3271 West 5200 South), North View Fire District stations #21 and #22 (315 East 2550 North and 370 West 4300 North), and South Ogden Fire stations #81 and #82 (3950 South Adams Ave. and 5635 Wasatch Drive).
3. Each Sub-Contractor agrees to coordinate with the other Contractors and Sub-Contractors

on the provision of service, joint training, and maintain a working relationship so that the USAR Team operates seamlessly as one team amongst the six participating fire departments.

4. Sub-Contractors agree to receive all USAR dispatch requests through the 911 District and to participate on the 911 District's Operations Advisory Committee to coordinate dispatch protocols for USAR incidents. Sub-Contractors will maintain emergency radio communication with the 911 District and any other search and rescue field personnel within Weber County.
5. Training and Certifications. Each Sub-Contractor will assign personnel who are certified or working to become certified in the following USAR disciplines to achieve Technician level according to National Fire Protection Association (NFPA) standards 1006 and 1670: an eighty (80) hour rope rescue class, a forty (40) hour confined space class, a forty (40) hour trench rescue class, a forty (40) swift water/ice rescue class, and a one hundred-twenty (120) hour structural collapse class. It is understood that at any given time personnel are at various stages of completing all these training and certification courses. Each Sub-Contractor shall maintain records of their personnel's certifications.
6. Each Sub-Contractors shall identify and assign one command staff member ("Sub-Contractor Commander") who will be responsible for their respective department's monitoring of their USAR personnel to ensure compliance with this agreement, and to ensure their personnel maintain an appropriate level of USAR competence based on required training, that training requirements are met, and that personnel provide services in a manner that is professional and courteous. The Sub-Contractor Commander will attend and actively participate in USAR Team coordination meetings, assist with budget management related to this agreement, and identify areas for improvement or gaps in team capability. The Sub-Contractor Commander will coordinate with County administrative staff to manage Agreement compliance.

SECTION FIVE OBLIGATIONS OF THE COUNTY

The County agrees as follows;

1. USAR services have been primarily funded by Federal grant money. It is estimated that the Parties will need \$285,300 each year to provide USAR services. If the Parties do not receive sufficient grant funds to provide USAR services in a given year, the County shall supplement grant funding as outlined below:
 - a. To provide \$100,000 annually for the purchase of USAR vehicles or portions of vehicles to provide for the response of USAR personnel to respond to USAR incidents. The vehicle specifications will be mission capable and designed around the needs of the USAR Team to deliver personnel and technical rescue equipment to rescue incidents. The budgeted funds will be managed annually by the County administrator with input from Contractors to purchase vehicles and to develop a

replacement schedule based on useful and functional life. Contractors shall transfer the title of vehicles into the Contractor's name in order to provide insurance or self-insure against loss or damage for the fair market value of any vehicles purchased with County funds. Contractors will return all County purchased vehicles at the end of their useful life or at the expiration of this Agreement, whichever occurs first. The County shall be responsible for the disposal of the vehicles and other property that is returned to it.

- b. Provide up to \$58,500 annually for the allowance of USAR personnel from the Contractors and Sub-Contractors thirty-six (36) team members to attend USAR specialized training to maintain certifications and stay competent in their knowledge, skills, and abilities of USAR services. These funds will reimburse either additional scheduled hours for those attending training or for their replacement personnel while those already on-duty are released from duty to attend USAR training.
- c. Provide \$64,800 to Contractors and Sub-Contractors for stipends or differentials that they pay to their personnel for becoming USAR Technicians and providing this additional service. This amount represents a \$150 per month differential for each of the thirty-six (36) team members for Contractors and Sub-Contractors.
- d. Provide \$21,000 (\$7000 to each Contractor)) for the maintenance and operation of the three USAR vehicles used to provide Urban Search and Rescue services throughout the County.
- e. Provide \$41,000 for a major durable equipment budget to be utilized by the Contractors for the purchase and replacement of USAR equipment. Each year the Contractor's command staff member and the County administrator will determine the durable equipment expenditures and location assignment. Contractors shall return all durable equipment to the County at the end of their useful life or at the expiration of this Agreement, whichever occurs first.

SECTION SIX GOVERNING BOARD

The Board of Weber County Commissioners shall be the administrator of this agreement pursuant to Utah Code § 11-13-207(1)(a) ("Administrator"). The Administrator shall meet at least biannually and shall oversee the budget, ensure that the County is expending the budget as required by this agreement, ensure that all the Parties to the agreement are following the agreement, review the inventory of USAR equipment annually, and decide, with input from the Advisory Committee, what additional equipment needs to be purchased.

SECTION SEVEN ADVISORY BOARD

The Contractor Commanders and Sub-Contractor Commanders shall form an advisory

committee (“Advisory Committee”) that shall meet at least quarterly to identify training needs and opportunities, equipment needs, grant opportunities, and ways to more efficiently and effectively provide USAR services throughout Weber County. The Advisory Committee shall also decide service area boundaries and maintain the list of USAR equipment.

SECTION EIGHT GRANT FUNDS

1. The State Division of Emergency Services and Homeland Security has defined regions within the state for developing emergency response plans. The Northern Region consists of Davis, Weber, Box Elder, Cache, Morgan, and Rich counties. The coalition within this region is made up of emergency response agencies and disciplines. A Technical Rescue Response Plan was developed by the coalition in 2015. The response plan outlines how organizations will plan, coordinate, and collectively provide service amongst the multiple providers of service in various disciplines. There is a specific response plan for technical rescue services.
2. In 2004 an Interlocal Cooperation Agreement was developed and signed whereby participants within the northern region agreed to mutually cooperate and aid when providers were able. The agreement to commit resources to a requesting party is at the sole discretion of the providing party to determine the availability of requested resources.
3. As members of the coalition a variable amount of annual grants funds may become available to assist with the cost of regional technical rescue services. The State Homeland Security Program (SHSP) supports programs and strategies that address hazard and risk threats. Programs that need planning, organizing, equipment, training to prevent, protect against, mitigate, respond to, and recover from acts of terrorism, and other catastrophic events are eligible for potential grant funds.
4. It is acknowledged that all parties to this agreement will work together to seek grants for the provision of USAR services that occur under this agreement. Grant funds received for any USAR purpose will be deposited into the fund that supports this Agreement. If the terms of the grant do not allow the grant funds to be deposited into the fund that supports this agreement, the Parties will work together to find other ways that the funds can be used to support the purposes of this Agreement. The grant funds received are intended to be treated as revenue for this agreement.

SECTION NINE HOLD HARMLESS

The Contractors and Sub-Contractors agree to indemnify the County from any and all injury, damage, loss, or liability, in any form, resulting from the errors, acts, omissions, negligence or other fault of the Contractors, Sub-Contractors, rescue technicians, drivers, assistants, aides or any other personnel involved in performing USAR skills in training or in rescue operations, or when assisting any individual being provided services that are covered by this Agreement.

SECTION TEN PROVISION OF SERVICES

In the event the Parties decide to provide services outside of Weber County, the Parties will negotiate an agreement with the entity where services will be provided and negotiate compensation for those services.

SECTION ELEVEN MISCELLANEOUS

1. Amendment. This Interlocal Agreement may be modified or amended only by written agreement of the Parties and upon meeting all applicable requirements of the Interlocal Cooperation Act.
2. Assignment. Contractors and Sub-Contractors shall not assign its benefits and/or obligations, under this Agreement, to any other person or legal entity, without the prior written consent of County.
3. Drug Free Workplace. Contractors and Sub-Contractors will maintain a drug free workplace in accordance with Federal regulations.
4. Effective date of Agreement/Passage of Resolution. This Interlocal Agreement shall become effective upon proper execution by each Party in accordance with the Interlocal Agreement Act.
5. Employment Status. Contractors and Sub-Contractors acknowledges and agrees that County will not supply any staff to assist in providing the services provided pursuant to this Agreement and Contractors and Sub-Contractors shall be solely responsible to meet the staffing needs.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between Contractors and Sub-Contractors and County and any prior agreement, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
7. Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
8. Governing Law. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.
9. No Separate Entity. This Agreement shall not create any separate legal or administrative

entity for the purpose of implementing or administering the terms and conditions of this Agreement.

- 10. No Third-Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a signatory hereto as provided herein.
- 11. Privileges and Immunity. All privileges and immunities which surround the activities of governmental entities, officers and employees shall continue in full force and effect.
- 12. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, 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.

WEBER COUNTY, a public corporation of the State of Utah

By _____
Gage Froerer, Chair

ATTEST:

CPA, Weber County Clerk/Auditor
APPROVED AS TO FORM:

Dated this ___ day of _____, 2020.

Attorney for Weber County

OGDEN CITY,
A Municipal Corporation

Michael P. Caldwell, Mayor

ATTEST:

City Recorder

Dated this ___ day of _____, 2020.

APPROVED AS TO FORM:

Attorney for Ogden City

RIVERDALE CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2020.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Riverdale City

WEBER FIRE DISTRICT

Chairman of Board

Dated this ___ day of _____, 2020.

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

NORTH VIEW FIRE DISTRICT

Chairman of Board

Dated this ___ day of _____, 2020.

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

SOUTH OGDEN CITY,
A Municipal Corporation

Mayor

Dated this ____ day of _____, 2020.

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for South Ogden City

ROY CITY,
A Municipal Corporation

Mayor

Dated this ____ day of _____, 2020

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Roy City