

# RESOLUTION No. 03-04-2019

## “A Resolution of the Santaquin City Council Authorizing the Support of a Multi-Jurisdictional Automatic Aid, Mutual Aid, Fire, Training, Emergency Medical, and Other Services Agreement”

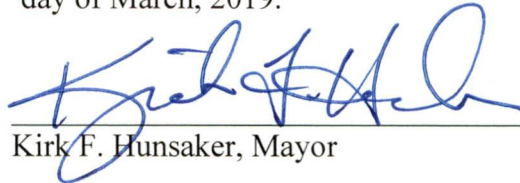
**WHEREAS**, the City of Santaquin provide Fire Services within its jurisdictional boundary; and

**WHEREAS**, it is in the best interest of Santaquin City and its neighboring Fire Service providers to enter into mutual aid agreements to share services during extreme events;

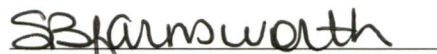
**NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:**

1. The Santaquin City Council approves and authorizes the Mayor to support a Multi-Jurisdictional Automatic Aid, Mutual Aid, Fire, Training, Emergency Medical, and Other Services Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** this 5<sup>th</sup> day of March, 2019.

  
Kirk F. Hunsaker, Mayor

ATTEST:

  
Susan B. Farnsworth  
Santaquin City Recorder



MULTI-JURISDICTIONAL MUTUAL AID,  
FIRE, AND EMERGENCY MEDICAL SERVICES  
AGREEMENT

EXHIBIT "A"

MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID,  
FIRE, TRAINING, EMERGENCY MEDICAL, AND  
OTHER SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as to each Party's respective date of execution, by and among City of Bluffdale, Draper City, Lehi City, Lone Peak Fire District, Murray City, North Tooele Fire District, Salt Lake City Corporation, City of Saratoga Springs, City of South Salt Lake, City of South Jordan, Sandy City, West Jordan City, West Valley City, the Unified Fire Authority, Park City Fire District, and South Davis Fire District (collectively referred to as the "Parties" or individually as a "Party").

**RECITALS**

A. Each Party has or is a fire department or fire district with equipment and personnel trained to provide fire protection, emergency medical services, and other services typically provided by fire departments.

B. Each Party desires to cooperate with and assist the others in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area.

C. The Parties wish to benefit all Parties and their constituents by entering into an Agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, special enforcement (such as investigations, bomb squad, canine, etc.), special operations, and emergency medical services. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party.

D. The Parties also want to expand their training opportunities by training jointly with one or more Parties or by offering or accepting the use of one or more Parties' training facilities or instructors.

E. The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties.

F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party except that it will be considered a replacement for the Multi-Jurisdictional Mutual Aid Fire and Emergency Medical Services Agreement effective April 2, 2008.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for automatic and mutual aid and by authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complimentary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. **SERVICE AREA.** The area to be served by this Agreement includes the collective service area of the Parties.

4. **RESPONSE.** The Parties will each provide their available personnel and equipment to assist any other Party when dispatched pursuant to automatic aid or upon request by any other Party pursuant to mutual aid, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. Except as provided in Section 15 below, no Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

a. **Automatic Aid:** Automatic aid responses will be based upon the immediate operational capacity in the receiving jurisdiction and need to respond with the nearest available resources, and will generally be dispatched as a matter of routine by applicable dispatch centers or public safety answering points (PSAPs). The responding Party will provide personnel and equipment, to the extent that such personnel and equipment are reasonably available, in the responding Party's sole discretion, based upon established practices which include dispatching protocols that are set forth and informally agreed upon by each individual Party. Automatic aid will typically be provided at no cost to the requesting Party. However, if the incident involving automatic aid is one in which cost recovery from a third party is available, pursuant to federal, State, or local law, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.

b. **Mutual Aid:** Requests for mutual aid will typically be made at the Command level from one Party's fire department or district to another for specific resources to deal with major incidents. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period of 12 hours. The reimbursement of costs for mutual aid beyond this initial operational period will be subject to and based upon an agreement between the requesting Party and responding Party established at the time of the request, a previously established agreement for cost allocation and/or reimbursement, or a responding Party may bill the receiving Party within 60 days of the end of the incident and the Parties will then determine the appropriate cost reimbursement. If the incident involving mutual aid is one in which cost recovery from a third party is available, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response. Nothing in this provision will preclude or supersede existing mechanisms for the provision of personnel and equipment for major incidents in programs such as fee-based wildland protection resources, FEMA Urban Search & Rescue, State Urban Search & Rescue, IMT, EMAC, or others. Deployments pursuant to those programs will operate under the rules and

requirements of those programs and not the mutual aid provisions of this Agreement. Temporary positioning and utilization of resources from one Party in another Party's jurisdiction to account for a lack of resources in that area due to the normally available assets being committed to an incident (often referred to as "move-ups") will be considered mutual aid under this Agreement.

5. INCIDENT COMMAND.

- a. Automatic Aid: The fire department or district that first arrives to handle the initial response will assume Incident Command and will retain such command until relieved by an appropriate officer of the fire department or district within whose jurisdiction the situation is located; thereafter, the appropriate relieving officer shall assume Incident Command. If the incident commander determines that there is still a need for additional assistance from the fire departments or districts of other Parties to this Agreement, the same dispatching procedure shall be used. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such automatic aid.
- b. Mutual Aid: The requesting Party's fire department or district will initiate and maintain incident command consistent with ICS protocols. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such mutual aid.

6. TRANSPORT FEES. Consistent with Utah Administrative Rule 426-8-2(3)(e), or successor provision, if a Party who is also a licensed ground ambulance provider (the "Transporting Party") transports a patient to a hospital and another Party's paramedic rides onboard the ambulance and provides advanced life support ("ALS"), the Transporting Party may bill the transported patient at the Paramedic Ground Ambulance transport rate. The Parties may make separate agreements amongst themselves regarding the necessity and manner of payments between them for the provision of ALS transport personnel or the reimbursement or distribution of any funds received from third parties pursuant to this Paragraph.

7. TRAINING. If a Party to this Agreement (the "Offering Party") provides other Parties to this Agreement (collectively the "Participating Parties") with opportunities to participate in training exercises or to otherwise make use of the Offering Party's training facilities, instructors, or other training resources (the "Training Opportunity"); then each Participating Party shall assume full responsibility for its respective agents, officials, or employees (collectively the "Trainees") who participate in the Training Opportunity, as well as any additional equipment the Participating Party brings to the Training Opportunity, and shall indemnify, defend, and hold the Offering Party harmless from any and all damages or claims for damages that arise out of its or its Trainees' participation in the Training Opportunity. This duty to indemnify, defend and hold the Offering Party harmless includes costs or expenses in law or equity, including attorney's fees.

8. EQUIPMENT. From time to time a Party may agree to lend equipment or an apparatus to another Party for its temporary use (not to exceed six months without further agreement). The borrowing Party will be responsible for the maintenance of and repair of damage to the equipment or apparatus while in its possession or use. Such obligation will not apply to major repairs that would ordinarily result from

long-term use of the equipment or apparatus unless such damage is specifically attributable to the use or misuse by the borrowing Party. The borrowing Party will be responsible for maintaining sufficient property damage and liability coverage on all borrowed vehicles or apparatuses and its use of them will be subject to the indemnification provisions provided for in this Agreement.

9. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when the absence of fire or emergency medical personnel and/or equipment, in the sole discretion of the responding Party, will not jeopardize the fire or emergency medical services in the jurisdiction of the responding Party.

10. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

11. RESPONDERS RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE. Personnel and equipment from a responding Party will be released by the incident commander when the services of the responding Party are no longer required or upon notification that the personnel and equipment of the responding Party are needed within its own jurisdictional area.

12. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this agreement are considered within their current scope of employment with each Party.

13. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

14. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity (where he/she is a member of Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act. Each such death or injury shall be considered to have occurred in the line of duty.

15. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

16. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered June 1, 2018. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties.

17. ADDITIONAL PARTIES. Any county or municipality which has its own fire department, or any fire district, or other governmental entity may become a party to this Agreement with a unanimous vote by the other parties. If accepted as a party to this Agreement, that county, municipality, fire district, or other governmental entity must agree in writing to be bound by the terms and conditions of this Agreement.

18. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

19. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder will be held invalid and shall be of no force.

20. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

21. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

22. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

23. NOTICES. Except for "dispatching services" all notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit A, their respective contact information, and such contact information will be applicable until modified in writing.

24. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

25. ENTIRE AGREEMENT; NO WAIVER. Except for other agreements as specifically provided for in this Agreement, this Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

26. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]