

RESOLUTION 2023R-02

A RESOLUTION OF THE NORTH DAVIS FIRE DISTRICT APPROVING AN AUTOMATIC AID AGREEMENT BETWEEN THE NORTH DAVIS FIRE DISTRICT AND THE SECRETARY OF THE AIR FORCE (THE "AIR FORCE") ACTING BY AND THROUGH THE COMMANDER OF HILL AIR FORCE BASE PURSUANT TO THE AUTHORITY OF 42 U.S.C. § 1856A FOR FIRE AND EMERGENCY RESPONSE.

WHEREAS, the North Davis Fire District Board of Trustees desires to enter into an automatic aid agreement with Hill Air Force Base for the purpose of fire protection and emergency response services; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended, and is permitted under Section 11-13-101, Utah Code Annotated, 1953, as amended, which allows governmental entities to enter into cooperation agreements with other public entities; and

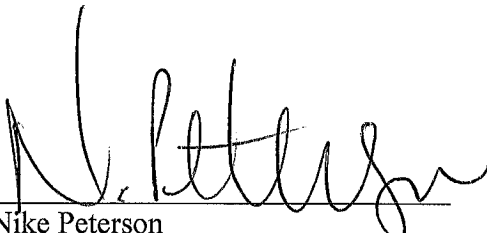
WHEREAS, the North Davis Fire District Board of Trustees wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, this agreement does not create an interlocal entity; and

WHEREAS, the North Davis Fire District Board of Trustees has reviewed the Automatic Aid Agreement and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the North Davis Fire District Board of Trustees hereby approves the Automatic Aid Agreement attached hereto and incorporated herein as written and authorizes the District's Chair to execute this Agreement on behalf of the District.

Passed this 16<sup>th</sup> day of February 2023

  
Nike Peterson  
Chair

Attest:

  
Misty Rogers  
Clerk of the Board

Voting:

Nike Peterson (Chair)  
Scott Wiggill Excused  
Howard Madsen Excused  
Nancy Smalling Aye  
Vern Phipps Aye

Mark Shepherd Aye  
Brian Vincent Aye  
Annette Judd Aye  
Gary Petersen Aye

AUTOMATIC AID AGREEMENT BETWEEN

THE UNITED STATES AIR FORCE

AND

NORTH DAVIS FIRE DISTRICT

This Automatic Aid Agreement (the "Agreement") is made and entered into this 1st day of December 2022, between the Secretary of the Air Force (the "Air Force") acting by and through the Installation Commander of Hill Air Force Base pursuant to the authority of 42 United States Code (U.S.C.) § 1856a and the North Davis Fire District (the "North Davis Fire District"). Together the Air Force and the North Davis Fire District are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

1. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and Department of the Air Force Instruction 32-2001, Fire & Emergency Services Program.
2. This Agreement will serve as the agreement between the Parties for securing to each automatic aid in fire protection services as defined above.
3. On request to a representative of the Hill Air Force Base Fire Department by a representative of the North Davis Fire District, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be automatically dispatched via radio or computer aided dispatch technology to any point within the area for which the North Davis Fire District normally provides fire protection services as designated by the representatives of the North Davis Fire District.

4. On request to a representative of the North Davis Fire District by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of North Davis Fire District will be dispatched via radio or computer aided dispatch technology to any point within the jurisdiction of Hill Air Force Base as designated by the representative of Hill Air Force Base fire department.

5. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

a) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

b) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

c) The responding organization will be released by the requesting organization 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.

d) Sharing of non-encrypted radio frequencies/interoperability capability between agencies specifically during automatic or mutual aid events for accountability of personnel and assets, including sharing of valuable information between incident command and firefighters.

e) Hazardous materials (HAZMAT) incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

f) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the North Davis Fire District normally provides fire protection services, the chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

g) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies' support and operations at an incident on the installation.

6. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

a) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), North Davis Fire District is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs

over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

b) Furthermore, North Davis Fire District agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the North Davis Fire District, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect North Davis Fire District's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the North Davis Fire District, which obligation shall survive such termination.

7. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW National Fire Protection Association Standard 1561.

8. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph 6.

9. All equipment used by North Davis Fire District in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for North Davis Fire District under this Agreement will, at the time of such action, be an employee or volunteer member of North Davis Fire District.

10. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

11. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

12. Disputes. Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

a) Alternative Dispute Resolution. If the dispute is not resolved within 60 days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

b) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code, § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code, § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at [www.adr.af.mil](http://www.adr.af.mil)).

c) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. North Davis Fire District's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

13. All notices, requests, demands and other communications which may be or are required to be delivered hereunder will be in writing and delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested to the following addresses:

Hill Air Force Base  
c/o Installation Commander  
7981 Georgia St, Bldg. 1102  
Hill AFB, UT 84056

Hill Air Force Base  
c/o Installation Fire Chief  
5937 C Ave, Bldg. 23  
Hill AFB, UT 84056

Air Force Civil Engineer Center/CXF  
139 Barnes Dr, Suite 1  
Tyndall AFB, FL 32403

North Davis Fire District  
c/o Fire Chief  
381 North 3150 West  
West Point, UT 84015

#### TERMS OF THE AGREEMENT


14. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years (2027) from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

15. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

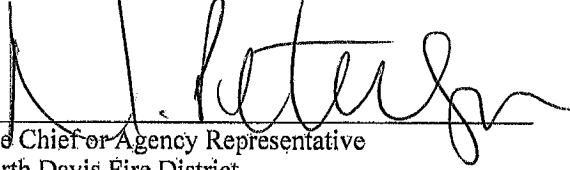
16. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

17. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

  
\_\_\_\_\_  
JEFFREY G. HOLLAND, Colonel, USAF  
Installation Commander

19 JAN 23  
Date

  
\_\_\_\_\_  
Fire Chief or Agency Representative  
North Davis Fire District

16 FEB 23  
Date