TOWN OF LEEDS

RESOLUTION NO. 2019-04

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE AGREEMENT WITH HURRICANE VALLEY FIRE SPECIAL SERVICES DISTRICT

REGARDING WILDFIRE MANAGEMENT

WHEREAS, the Hurricane Valley Fire Special Services District ("District") has proposed a Cooperative Agreement to provide cooperative fire suppression for wildlife fires; and

WHEREAS, The Town of Leeds ("Leeds") has entered into a cooperative agreement with the District to allow the participation in the Utah Cooperative Wildlife System as provided in 65A-8-203, ("Agreement"); and

WHEREAS, Leeds retains statutory responsibility to provide fire services under UCA 11-7-1(1) and 65A-8-202.5; and

WHEREAS, Leeds boundaries are entirely within the boundaries of the District; and

WHEREAS, the District was created to provide fire suppression for the political subdivisions within its boundaries; and

WHEREAS, a wildfire escaping initial attack directly increases the amount of participation commitment and negatively impacts Leeds and the District; and

WHEREAS, the District has the wildland fire suppression authority and fulfills the requirements of the Utah Cooperative Wildfire System in behalf of the political subdivisions within its boundaries; and

WHEREAS, the execution of said Cooperative Agreement is intended to create a partnership that is mutually beneficial to Leeds, the District, and the citizens of Leeds and Hurricane.

NOW, THEREFORE, be it resolved by the Council of the Town of Leeds that the Mayor is authorized to execute the Cooperative Agreement with Hurricane for wildfire management in substantially the form of Exhibit “A” with it accompanying related documents.
PASSED AND APPROVED this 12th day of June, 2019.

TOWN OF LEEDS COUNCIL

By: [Signature]
Wayne Peterson, Mayor

[SEAL]

VOTING:

- Mayor: Wayne Peterson  Yea ☑  Nay ___
- Councilman: Alan Roberts  Yea ☑  Nay ___
- Councilman: Danielle Stirling  Yea ☑  Nay ___
- Councilman: Elliott Sheltman  Yea ☑  Nay ___
- Councilman: Nate Blake  Yea ___  Nay ___

ATTEST:

[Signature]
Peggy Rosebush, Town Clerk

Animal Control Resolution
PARTICIPATION COMMITMENT
AND DELEGATION OF AUTHORITY INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 12th day of June, 2019, effective May 26, 2017, by and between the Town of Leeds (Town) and the Hurricane Valley Fire Special Services District (District).

WHEREAS, The Town has entered into a cooperative agreement with the Utah Division of Forestry, Fire and State Lands (Division) to allow the participation in the Utah Cooperative Wildfire System as provided in 65A-8-203, (Agreement); and

WHEREAS, Town retains statutory responsibility to provide fire services under UCA 11-7-1(1) and 65A-8-202.5; and

WHEREAS, Town boundaries are entirely within the boundaries of the District; and

WHEREAS, the District was created to provide fire suppression for the political subdivisions within its boundaries; and

WHEREAS, a wildfire escaping initial attack directly increases the amount of participation commitment and negatively impacts the Town and the District; and

WHEREAS, the District has the wildland fire suppression authority and fulfills the requirements of the Utah Cooperative Wildfire System in behalf of the political subdivisions within its boundaries;

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and the requirements the District has undertaken in the Agreement, the parties do hereby agree to the terms and conditions as herein set forth. The following provisions apply to this Agreement:

1. PARTICIPATION COMMITMENT. District will engage in prevention, preparedness and mitigations efforts within its boundaries and apply the participation credits equally across its boundaries for the benefit of Town and the other participating political subdivisions served by the District in order to meet the participation commitment level of all the political subdivisions it serves.

2. RESOURCES. District will provide the resources to comply with Section IV of the Cooperative Agreement including the Initial attack and District personnel necessary to act as the local fire official on scene to make the determination to transfer Fire Management Authority.

Participation and Delegation Agreement
Town of Leeds
3. **STANDARDS.** District will provide the resources necessary to comply with Section V: Wildland Fire Response Training, Certification and Equipment Standards of the Agreement. The requirements of Section V are delegated to District under this Participation Agreement.

4. **DISTRICT PARTICIPATION COMMITMENT.** District will cooperate with the Town to comply with the Participation Commitment found in Section III of the Cooperative Agreement by assisting with prevention, preparedness, and mitigation actions and necessary documentation of such prevention, preparedness, and mitigation actions in order to prepare the Annual Participation Commitment Accounting Report.

5. **TOWN PARTICIPATION COMMITMENT.** Town will annually participate in Wildland Assessment items to help comply with the participation commitment statement and provide the resources necessary either through direct expenditure or in-kind activities together with the District for the prevention, preparedness and mitigation actions necessary to comply with the Participation Commitment.

6. **PREPAREDNESS PLAN.** Town will adopt the Community Wildfire Preparedness Plan prepared by the District in accordance with the Agreement.

7. **DELEGATION OF AUTHORITY.** Town delegates fire management authority to the Chief of the District or his/her assigned agent.

8. **TRANSFER OF AUTHORITY.** Town acknowledges that the Chief of the District or his/her designees may delegate fire management authority and transfer fiscal responsibility in behalf of Town to the Division and authorizes the delegation on Town’s behalf.

9. **COST RECOVERY.** Town will actively seek cost recovery on behalf of the District for human-caused fires determined to be the result of neglect, reckless, knowing, or intentional acts.

10. **TERM; AGREEMENT TERMINATION.** This agreement shall continue for a period of five (5) years from the date of execution hereof or at any time the Agreement between the District and the Division expires or fails to renew. The Agreement shall be automatically renewed annually for an additional five (5) year period corresponding with the District’s renewal of their Participation Agreement with the Division unless a party to Participation and Delegation Agreement
Town of Leeds
Notwithstanding the above, each Party reserves the right to cancel this Agreement for any reason, in its sole discretion, prior to expiration date by giving thirty (30) days prior written notice of such cancellation to each of the other Parties. Unless earlier terminated, this Agreement shall automatically terminate upon the date which is fifty (50) years from the Effective Date.

11. IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 30d, Utah Code Annotated ("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 shall 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.

12. INDEMNIFICATION. Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent acts or omissions which are committed by them or their agents, officials or employees. Furthermore, the Parties agree 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 acts or omissions of their own officers, employees and agents involved in providing services and 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.

13. NO CREATION OF SEPARATE LEGAL ENTITY; ADMINISTRATIVE JOINT BOARD. No separate legal entity or interlocal entity under U.C.A. § 11-13-203 is created by the terms of this Agreement. However, to the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a governing body comprised of the District fire chief and an administrative officer as appointed by the Town acting as a joint board. Each of the governing body members shall have one vote on any matter. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement and no fees or other charges may be assessed by said Board. There shall be no separate financing of the joint efforts under this Agreement and no separate budget shall be maintained.

14. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement shall not relieve any Party of this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law.

Participation and Delegation Agreement
Town of Leeds
15. **GOVERNMENTAL APPROVAL.** This Agreement shall be approved by each Party in accordance with the provisions of §11-13-202.5, Utah Code 1953, as amended.

16. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

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

18. **THIRD PARTIES.** This Agreement is not intended and shall not be construed to benefit persons or other entities not named as a Party herein.

19. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for the 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.

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

21. **EXECUTION.** Each Party agrees that each party sign, acknowledge and have its Attorney approve their Agreement as to legality and form.
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first written above.

Town of Leeds

By: [Signature]

Title: Mayor

ATTEST:

By: [Signature]

Title: Clerk/Recorder

Hurricane Valley Fire

By: [Signature]

Title: [Blank]

ATTEST:

By: [Signature]

Title: [Blank]

Participation and Delegation Agreement
Town of Leeds
TOWN OF LEEDS

RESOLUTION NO. 2019-04

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WHEREAS, Leeds retains statutory responsibility to provide fire services under UCA 11-7-1(1) and 65A-8-202.5; and

WHEREAS, Leeds boundaries are entirely within the boundaries of the District; and

WHEREAS, the District was created to provide fire suppression for the political subdivisions within its boundaries; and

WHEREAS, a wildfire escaping initial attack directly increases the amount of participation commitment and negatively impacts Leeds and the District; and

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WHEREAS, the execution of said Cooperative Agreement is intended to create a partnership that is mutually beneficial to Leeds, the District, and the citizens of Leeds and Hurricane.

NOW, THEREFORE, be it resolved by the Council of the Town of Leeds that the Mayor is authorized to execute the Cooperative Agreement with Hurricane for wildfire management in substantially the form of Exhibit "A" with it accompanying related documents.
PASSED AND APPROVED this ___ day of June, 2019.

TOWN OF LEEDS COUNCIL

By: ________________________________
Wayne Peterson, Mayor

[SEAL]

VOTING:

Mayor: Wayne Peterson                 Yea ___ Nay ___
Councilman: Alan Roberts              Yea ___ Nay ___
Councilman: Danielle Stirling         Yea ___ Nay ___
Councilman: Elliott Sheltman          Yea ___ Nay ___
Councilman: Nate Blake                Yea ___ Nay ___

ATTEST:

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Peggy Rosebush, Town Clerk
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Town of Leeds
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Town of Leeds
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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first written above.

Town of Leeds

By: [Signature]

Title: Mayor

ATTEST:

By: [Signature]

Title: Clerk/Recorder

Hurricane Valley Fire

By: __________________________

Title: __________________________

ATTEST:

By: __________________________

Title: __________________________

Participation and Delegation Agreement
Town of Leeds