

RESOLUTION 2000-4

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN TOOELE COUNTY WENDOVER AIRPORT AND THE CITY OF WEST WENDOVER FOR FIRE PROTECTION SERVICES

WHEREAS, residential and business properties are developed both inside and outside the boundaries of West Wendover and the Wendover Airport raising the threat of loss from fire and requirements for satisfactory fire protection; and

WHEREAS, the State of Utah and the State of Nevada have each duly adopted Interlocal Cooperation Acts permitting their public agencies to make efficient use of their powers by cooperating with other public agencies on a basis of mutual advantage, all of which is set forth in Title 11, Chapter 13, Utah Code Annotated, and NRS 277.080, et seq., respectively; and

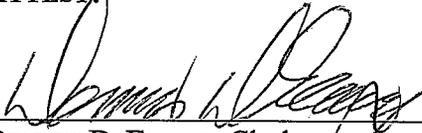
WHEREAS, maintaining fire protection and suppression services are governmental functions which West Wendover and Tooele County are authorized by law to perform;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COMMISSION, the Agreement, as attached hereto, entitled "Interlocal Agreement Between City of West Wendover and Tooele County Wendover Airport for Fire Protection Services" is hereby accepted and approved. The Chair of the Board is authorized to execute, and the County Clerk to attest and seal that Agreement for and in behalf of Tooele County Wendover Airport.

Res. 2000-4

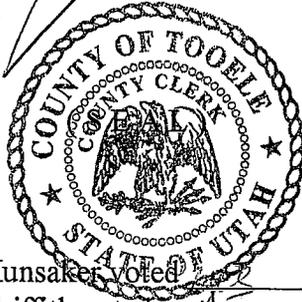
DATED this 8th day of February 2000.

ATTEST:


DENNIS D. EWING, Clerk

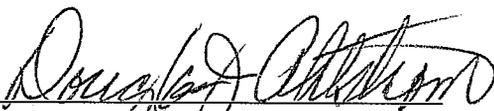
TOOELE COUNTY LEGISLATIVE BODY


TERYL HUNSAKER, Chairman



Commissioner Hunsaker voted present
Commissioner Griffith voted absent
Commissioner Rockwell voted aye

APPROVED AS TO FORM:


DOUGLAS J. AHLSTROM
Tooele County Attorney

**INTERLOCAL AGREEMENT BETWEEN
CITY OF WEST WENDOVER, AND TOOELE COUNTY WENDOVER AIRPORT,
FOR FIRE PROTECTION SERVICES.**

THIS AGREEMENT made effective this 1st day of February 2000, is entered into by and between Tooele County, hereinafter called County. And West Wendover, Nevada hereinafter called "West Wendover".

W I T N E S S E T H:

WHEREAS, West Wendover is an incorporated city of the State of Nevada; and

WHEREAS, Tooele County is a body political and corporate of the State of Utah and owns and operates the Wendover Airport and

WHEREAS, the State of Utah and the State of Nevada have each duly adopted Interlocal Cooperation Acts permitting their public agencies to make efficient use of their powers by cooperating with other public agencies on a basis of mutual advantage, all of which is set forth in Title 11, Chapter 13, Utah Code Annotated, and NRS 277.080, et seq., respectively; and

WHEREAS, residential and business properties are developed both inside and outside the boundaries of West Wendover and the Wendover Airport thereby raising the threat of loss and requirements for satisfactory fire protection; and

WHEREAS, maintaining fire protection and suppression services are governmental functions which West Wendover and County are authorized by law to perform:

NOW, THEREFORE, it is agreed and hereafter ordained by West Wendover, Nevada and Tooele County as follows:

1. **PURPOSE**. The purpose of this Agreement shall be to provide for the joint and cooperative use of fire fighting personnel and equipment and fire protection equipment for the protection of all property within the boundaries of Wendover Airport and West Wendover for the protection of structural property, aircraft incidents and/or accidents and the prevention and suppression of wild land fires threatening structures within the boundaries of Wendover Airport and West Wendover; to protect life and property from disasters or incidents within the boundaries of Wendover Airport and West Wendover; to provide for radio communication linkage allowing faster and better cooperation between Wendover Airport and West Wendover; and, upon request and/or automatic response, to provide for back-up services to either entity during emergency situations.

2. **PRIMARY AREA OF RESPONSE.** The area of service for this agreement shall be all that area within the response boundaries of the City of West Wendover, Nevada and the Wendover Airport, in Wendover Utah. Each party's primary responsibility is defined as the people and property within their respective jurisdiction.

3. **SECONDARY AREA OF SERVICE.** Subject to all other terms and conditions herein, should one party choose to service a fire outside the primary area of service, upon request of the servicing party, the other may provide assistance.

4. **CONTROL OF SERVICES.** The Fire chief of the Wendover Airport or his duly authorized representative shall be in command and direct all phases of fire protection service within the boundaries set by the Wendover Airport response agreements within the State of Utah and the County of Tooele, Utah. The Fire chief of the West Wendover Fire Department or his duly authorized representative shall be in command and direct all phases of fire protection and emergency service operating policies within the boundaries set by the West Wendover within the State of Nevada. The Chiefs or their authorized representatives shall dispatch from their own jurisdiction only such men and equipment as are, in his or her opinion, reasonable necessary and which will not jeopardize fire protection in the area of primary responsibility. Neither party shall conduct fire protection services within the primary responsibility of the other except upon request or automatic response, of the party who has the primary responsibility.

5. **AUTOMATIC RESPONSE.** Under the authority and restrictions of paragraph 4.

6. **LIABILITY DISCLAIMED.** Each party hereto shall individually bear all damage, injury, loss, expenses or liability by it when engaged in mutual assistance hereunder or arising from any acts, failure to act, or omission in connection with this agreement and all services hereunder and shall not seek reimbursement or indemnification thereof from any party hereto, except that each party shall have the right of contribution against the other to the extent of liability caused by the other party's acts or omissions creating joint liability. There shall be no liability or claim of liability between the parties for any losses, expenses or damages any other party hereto may sustain as the result of any party failing or refusing to respond to any request for assistance by the other. Fireman of the assisting party shall not be considered employees of the requesting party. However, each party reserves any and all rights to applicable governmental immunity for it's acts or omissions.

7. **INSURANCE.** Each party shall provide liability insurance for its own people and equipment for the services originating both within the area of primary responsibility and which may be used in mutual emergency assistance in an amount not less than \$1,000,000.00.

8. **RECALL OF FIRE SERVICES.** If, while answering or engaged in mutual assistance hereunder, an emergency should arise in the assisting party's area of primary responsibility, the Fire chief or his authorized representative responsible for

that area shall have the right to recall and send any or all of that party's fire fighting equipment and personnel to meet such emergency.

9. **EQUIPMENT SERVICES.** Each party shall be responsible for providing gas, oil, repairs, maintenance and insurance for its own vehicles, equipment and apparatus provided.

10. **TRAINING.** In order to assure a reasonable degree of proficiency, all training exercises conducted by either party shall be open to the other. Any additional expenses incurred by the participating city shall be paid as agreed upon in advance by the manner in connection with each training exercise.

11. **AMENDMENTS.** Any amendments to this agreement may be made from time to time in writing and on approval by governing bodies of the parties involved.

12. **TERMINATION.** This agreement may be terminated at any time by any party hereto upon thirty (30) day's written notice to all other parties, such notice to be personally delivered or mailed by certified mail to the following:

Mayor
City of West Wendover
PO Box 2825
West Wendover, NV 89883

Airport Manager
Tooele Co. Wendover Airport
Wendover, UT 84083

This contract shall be deemed terminated at midnight on the 30th day after such notice is delivered or mailed.

13. **PRIOR AGREEMENTS.** This agreement shall terminate, discharge and supersede any and all agreements relating to fire protection in the service area covered by this agreement made by these parties or their predecessors.

14. **EFFECTIVE DATE.** This agreement shall become effective upon ratification of the agreement by formal resolution of Tooele County, Utah and West Wendover, Nevada, separately, with this agreement spread at large upon the minutes of each governing body or attached in full to such minutes as an Exhibit thereto.

15. **All firemen powers,** all the privileges and immunities from liability, exceptions from law, ordinances and rules, all pension, relief disability's, workmen's compensation, and other benefits which applied to the activity of firefighter agents, or employees when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provision of this agreement. In addition, unless prohibited by law, all the powers and limitations on liability granted to the firefighter of the requesting party shall

apply to the firefighter of assisting party while performing their respective functions in the jurisdiction of the requesting party.

Dated this ____ day of _____, 2000

**INTERLOCAL AGREEMENT BETWEEN
CITY OF WEST WENDOVER, AND TOOELE COUNTY WENDOVER AIRPORT,
FOR FIRE PROTECTION SERVICES.**

TOOELE COUNTY

By: _____
Teryl Hunsaker
Chairman, Tooele County Commission

ATTEST:

Dennis Ewing, County Clerk

APPROVED:

Tooele County Attorney

DATED this _____ day of _____, 2000

CITY OF WEST WENDOVER, NEVADA:

By: Walter M. Sanders
Mayor Walter Sanders
City of West Wendover

ATTEST:

[Signature]
West Wendover City Clerk

APPROVED:

[Signature]
West Wendover City Attorney

DATED this 10 day of January, 2000