Memorandum

To: **Town Council**

From: **Thomas Dansie, Town Manager**

Date: **July 2, 2026**

Re: **Interlocal Agreement with Hurricane Valley Fire Special Services District regarding the Town and District's participation in the Cooperative Wildfire System**

Executive Summary

An Interlocal Cooperation Agreement between the Town and Hurricane Valley Fire Special Services District can formalize the responsibilities of the respective parties regarding wildfire preparedness and response in Springdale. This proposed Agreement is a complement to the Cooperative Wildfire System agreement the Council approved in the June meeting

Staff recommends the Council approve the Interlocal Cooperative Agreement with Hurricane Valley Fire.

Background

In the June meeting the Council approved an agreement with Utah Forestry, Fire, and State Lands (FFSL) to participate in the Cooperative Wildfire System (CWS). That agreement assigns certain wildfire prevention and preparedness responsibilities to the Town. These include:

- Provide initial attack of wildfires that occur in the community.
- Provide ongoing training and certification of firefighters responsible for the initial attack.
- Take proactive steps to to mitigate wildfire risk in the community, the monetary value of which must equal or exceed an amount determined by the size of the community (the "Participation Committment").
- Adopt and implement a Community Wildfire Preparedness Plan.
- Adopt and enforce the Wildland Urban Interface Code.

Hurricane Valley Fire Special Services District (HVFD) is the Town's fire protection provider. The HVFD service area covers all of the Town of Springdale and HVFD has traditionally provided all of the wildfire mitigation services and responsibilities listed above to the Town, with the exception of adopting and enforcing a Community Wildfire Preparedness Plan and adopting and enforcing the Wildland Urban Interface Code. HVFD intends to continue providing these services to the Town.

The services HVFD provides in the Town will satisfy the majority of the Town's requirements under the CWS agreement. This relieves the Town from fulfilling these requirements directly. The Town and HVFD would like to formalize the responsibilities of each party in fulfilling the requirements of the CWS agreement. The attached Interlocal Cooperation Agreement does just that. Each party's responsibilities under the proposed Interlocal Cooperation Agreement are listed below.

HVFD Responsibilities

- Provide municipal fire protection services to the Town, including wildland fire protection.
- Provide initial attack of wildfires in the Town, and coordinate with FFSL on transition to other fire authorities for extended attack.
- Provide ongoing training and certification of firefighters.
- Maintain records of wildfire mitigation efforts in the Town that can be used to fulfill the Town's Participation Commitment, and report the same to FFSL.

Town Responsibilities

- Coordinate with HVFD on fire response strategies and fire suppression infrastructure.
- Provide community outreach and education regarding fire prevention and response.
- Provide HVFD information about Town activities that can be used for the Participation Commitment.
- Adopt and implement a Community Wildfire Preparedness Plan.
- Adopt and enforce the Wildland Urban Interface Code.

Council Action

By entering into the Interlocal Cooperation Agreement with HVFD the Town will formalize the relationship with HVFD regarding fulfilment of the CWS agreement responsibilities. Staff recommends the Council approve the Interlocal Agreement and authorize the Mayor to sign.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN TOWN OF SPRINGDALE AND HURRICANE VALLEY FIRE SPECIAL SERVICES DISTRICT FOR MUNICIPAL FIRE PROTECTION SERVICES

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between TOWN OF SPRINGDALE, a municipal corporation of the State of Utah (the "Town"), and HURRICANE VALLEY FIRE SPECIAL SERVICES DISTRICT ("HVFD"), a Utah special services district and political subdivision of the State of Utah. The Town and HVFD are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, HVFD is a special district organized and existing under the laws of the State of Utah (as defined in Utah Code §17B-1-102(31)), funded to provide fire protection and related emergency services within its service area, and is a "public agency" as defined under the Utah Interlocal Cooperation Act, Utah Code §11-13-103 (the "Interlocal Act"); and

WHEREAS, the Town is a municipality within the State of Utah and is a "public agency" as defined under the Interlocal Act; and

WHEREAS, Utah Code § 65A-8-202.5 requires municipalities to address wildfire nuisance, prevention, preparedness, mitigation, and effective wildfire initial attack within municipal fire protection boundaries, and allows assignment of those responsibilities to a fire service provider by interlocal agreement; and

WHEREAS, the Town does not operate a separate municipal fire department and desires to formally designate HVFD as the Town's provider for all municipal fire protection services; and

WHEREAS, the Town participates or intends to participate as the municipal "Participating Entity" in the Cooperative Wildfire System ("CWS") administered by the Utah Division of Forestry, Fire and State Lands ("FFSL") through a separate agreement with FFSL ("CWS Agreement"), and this Agreement is intended to support the City's compliance with the Town's CWS obligations under the CWS Agreement; and

WHEREAS, the Town is within HVFD's service area and supports HVFD through HVFD's lawful service district taxing and revenue authority; and

WHEREAS, HVFD is able and willing to provide municipal fire protection services to the Town on the terms stated in this Agreement; and

WHEREAS, the Parties find that the possibility of fire threatening life and property presents a common danger most effectively met by this Agreement.

AGREEMENT

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

ARTICLE 1: PURPOSE AND DESIGNATION

1.1 The Town designates HVFD as the Town's provider for all municipal fire protection services within the incorporated boundaries of the Town, subject to this Agreement, applicable law, HVFD policies and resources, and the incident conditions existing at the time of response.

1.2 This designation includes structural fire response, wildland fire initial attack and suppression, vehicle fire response, hazardous materials response, rescue and emergency incident response, fire prevention and public education, fire inspection support, where authorized or requested, emergency incident coordination, and related municipal fire protection services customarily provided by HVFD.

1.3 To the extent permitted by Utah Code §65A-8-202.5 and the CWS, the Town assigns to HVFD the Town's fire-service-provider role for wildfire initial attack and related prevention, preparedness, mitigation, and response functions within the Town's fire protection boundary. The Town retains any nondelegable municipal duties imposed by law or by the CWS Agreement.

ARTICLE 2: SERVICE AREA

2.1 The service area is the incorporated municipal boundaries of the Town of Springdale, Utah, as those boundaries may change from time to time, provided that the Parties shall coordinate regarding any annexation or other boundary change that materially affects service delivery, staffing, facilities, access, risk, cost, or CWS reporting.

2.2 Nothing in this Agreement limits HVFD's authority or ability to respond outside Town boundaries under HVFD jurisdiction, dispatch protocols, automatic aid, mutual aid, state or federal mobilization, or other applicable agreements.

ARTICLE 3: HVFD RESPONSIBILITIES

3.1 HVFD shall provide municipal fire protection services to the Town using HVFD personnel, apparatus, equipment, facilities, policies, training, command structure, and operational judgment.

3.2 HVFD shall serve as the Town's primary fire service provider for Initial Attack on wildland fires on nonfederal lands within the Town's fire protection boundary and shall use reasonable efforts to provide effective Initial Attack consistent with available resources, firefighter safety, FFSL requirements, dispatch protocols, and incident conditions.

3.3 HVFD shall maintain the wildland fire training, certification, and suppression equipment standards required by FFSL for a fire department or equivalent fire service provider under the CWS, including applicable National Wildfire Coordinating Group and FFSL Fire Department Manual standards, and shall provide reasonable documentation of compliance for CWS reporting upon request.

3.4 HVFD shall maintain records of fire protection activity and services provided within the Town, including information needed for the Town's CWS compliance, and shall make responsive records reasonably available to the Town, subject to applicable law, protected records, privacy, personnel, investigation, and operational-security limitations.

3.5 HVFD shall continue to prepare and submit the Annual Participation Commitment Report, Utah Wildfire Risk Assessment Portal ("UWRAP") reporting, and other FFSL submissions customarily handled by HVFD for the Town's CWS participation, with reasonable supporting information from the Town. Provided, however, that the Town shall retain ultimate responsibility for the accuracy of submissions required of the Participating Entity, with HVFD acting in a preparatory and submitting capacity.

3.6 HVFD shall coordinate with the Town, Washington County, dispatch, law enforcement, emergency medical services, state and federal agencies, and other responders as appropriate for incidents affecting the Town.

3.7 HVFD shall coordinate with FFSL and the Town regarding Initial Attack, transition to Extended Attack, and any Delegation of Fire Management Authority and transfer of fiscal responsibility under the CWS. HVFD shall provide available incident records reasonably needed to document timestamps, resource use, and transition from Initial Attack to Extended Attack.

ARTICLE 4: TOWN RESPONSIBILITIES

4.1 The Town shall coordinate with HVFD on municipal facilities, access routes, hydrants and water supply, development review information, special hazards, emergency plans, evacuation planning, public information, and other information reasonably needed for fire protection services.

4.2 The Town shall support public outreach regarding fire prevention, preparedness, mitigation, evacuation, and emergency information through Town communication channels when appropriate.

4.3 The Town retains responsibility for mitigation, maintenance, access, and hazard reduction on Town-owned property, except as otherwise agreed in writing.

4.4 The Town shall remain the municipal Participating Entity for CWS purposes unless FFSL approves another arrangement. HVFD shall prepare and submit CWS reports and UWRAP entries as provided in Section 3.5. The Town shall provide timely information, approvals, signatures, certifications, or other action required from the Town as the Participating Entity.

4.5 The Town shall provide HVFD with reasonable and timely information regarding Town activities, expenditures, in-kind contributions, Wildland Urban Interface Code actions, Community Wildfire Preparedness Plan actions, Town-owned property mitigation, public outreach, and other matters reasonably needed for HVFD to complete CWS reporting.

4.6 The Town shall remain responsible for adoption, update, and implementation of any Community Wildfire Preparedness Plan or equivalent wildfire preparedness plan required for CWS participation, and for adoption, enforcement, mapping, and reporting related to the Utah Wildland Urban Interface Code, unless otherwise agreed in writing. HVFD shall reasonably support those efforts as resources allow.

4.7 The Town shall not be required to make a separate payment to HVFD for services under this Agreement unless the Parties approve a written amendment creating a specific payment or reimbursement obligation. The Parties acknowledge that HVFD is funded, in part, through its lawful taxing and revenue authority as a special district. This allocation does not modify any separate obligation imposed by FFSL on the Town as the Participating Entity.

4.8 For wildfire incidents where cost recovery may be available under Utah Code Title 65A, the Parties shall cooperate in documenting fire cause, response costs, personnel time, equipment use, and other information reasonably needed for any cost recovery action. The Town shall retain responsibility for any cost recovery action required of the Participating Entity unless otherwise agreed in writing or directed by law. Provided, however, that any amounts recovered shall be allocated between the Parties in proportion to the costs each Party incurs, unless the Parties agree otherwise in writing.

ARTICLE 5. TERM, RENEWAL, AND TERMINATION

5.1 This Agreement becomes effective after approval and execution by both Parties, attorney review as required by the Interlocal Cooperation Act, and filing with the keeper of records of each Party as required by law.

5.2 This Agreement shall continue in effect for a period of five (5) years, unless terminated as provided herein. The Agreement may be renewed upon mutual written agreement of the Parties for an additional five (5) year term.

5.3 Either Party may terminate this Agreement without cause by giving at least ninety (90) days' written notice to the other Party as set forth under Section 10.1. The Parties shall cooperate in good faith on any transition of fire protection responsibilities, including transition issues that could affect CWS compliance.

5.4 Termination of this Agreement shall not relieve the Parties of their respective obligations to maintain compliance with the CWS.

ARTICLE 6. GOVERNMENTAL IMMUNITY AND INDEMNITY

6.1 The Town and HVFD, as Utah governmental entities, possess certain immunities by law, including immunity under the Utah Governmental Immunity Act, U.C.A. § 63G-7-101, et seq. Nothing in this Agreement waives or abrogates any legal immunities possessed by the Town or HVFD.

6.2 To the extent permitted by law, each Party is responsible for the negligent or wrongful acts or omissions of its own officers, agents, employees, and representatives, and shall indemnify and hold harmless the other Party.

ARTICLE 7. INTERLOCAL COOPERATION ACT

7.1. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the Parties agree as follows:

7.1.1. This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

7.1.2. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and

7.1.3. A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act.

ARTICLE 8. RELATIONSHIP TO OTHER AGREEMENTS

8.1. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

8.2. This Agreement does not supersede any existing mutual aid, automatic aid, dispatch, emergency management, state mobilization, the CWS Agreement, FFSL requirement, or other operational agreement or legal requirement unless expressly stated.

8.3. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties hereto.

8.4. This Agreement is the complete agreement of the Parties regarding the Town's designation of HVFD as the Town's municipal fire protection service provider under the CWS Agreement, except that the agreements and legal requirements preserved in this article remain in effect unless expressly superseded as provided therein.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Interpretation. This Agreement is the product of mutual bargaining. It shall be interpreted in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting.

9.2. Severability. If any term or provision of this Agreement shall be found to be unlawful or unenforceable, it shall be stricken, and the remainder of the document shall be enforced in accordance with its terms without invalidating the entire Agreement.

9.3. Default. Each term and condition hereof shall be deemed a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

9.4. Remedies. Before invoking remedies for breach, the non-breaching Party shall provide written notice identifying the default and a reasonable opportunity to cure, which shall be not less than thirty (30) days unless a shorter period is required by law, FFSL deadline, or emergency circumstances. Cure within that period shall reinstate all rights of the Parties under this Agreement. If a default is not timely cured, the non-breaching Party is not required

to deliver multiple or successive notices of default. In the event a default or breach remains uncorrected, the party providing notice may elect to: (a) terminate the Agreement; (b) treat the Agreement as continuing and require specific performance; or (c) pursue any other remedy at law or equity. Nothing in this section creates liability for failure to achieve a particular emergency response outcome or limits immunities available under Article 6.

9.4.1. The Parties may combine or pursue multiple or alternative remedies as may fit the circumstances of the breach. Should either party seek injunctive relief, it may obtain that relief without the necessity of posting a bond to secure the same.

9.5. Governing Law/Venue/Jury Waiver. The laws of the state of Utah govern this Agreement. The sole venue for any legal dispute arising from or concerning this Agreement shall be the courts of Washington County, Utah. In any such proceeding the court shall decide all matters in dispute, without a jury, regardless of the denomination of any claims that might be brought.

9.6. Approval. This Interlocal Agreement is a valid, binding, and enforceable obligation executed after all Parties have obtained the necessary authority.

ARTICLE 10. NOTICE

10.1. Notice under this Agreement shall be valid if sent by email, United States First Class mail, personal delivery, or courier to the address designated below. Email notices shall be deemed to have been delivered on the date they are sent to the below email addresses, provided that no automatic notice of delivery failure is received. The Parties may alter their address for notice at any time upon delivery of written notice to the other stating the new address. The addresses of the Parties are as follows:

Town of Springdale:
Attn: Thomas Dansie
PO Box 187
Springdale, Utah 84767
tdansie@springdale.utah.gov

Hurricane Valley Fire Special Services District:
Attn: Joe Decker
202 E State St
Hurricane, Utah 84737
jdecker@hvfssd.org

[*execution on following page – remainder of page left blank intentionally*]

SIGNATURES

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

Town of Springdale

_____
Barbara Bruno, Mayor

Date: _____

Attest:

_____
Kyndal Sagers, Town Clerk

Date: _____

Hurricane Valley Fire Special Service District

_____
Joe Decker, Fire Chief

Date: _____

Attest:

_____
Melinda Falaniko, District Clerk

Date: _____