

INTERLOCAL AGREEMENT

This agreement made and entered into by and between Cache County, a body corporate and politic of the State of Utah hereinafter referred to as COUNTY and Hyrum City also a body corporate and politic of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the COUNTY has entered into an Inter-local Agreement For Fire Suppression and Other Emergency Services (06-36-13) with Hyrum City, a municipal corporation of the State of Utah for the purpose of providing fire service for the benefit of the people of Cache County and Hyrum City; and

WHEREAS, the CITY operates a fire station; and

WHEREAS, the COUNTY and the CITY provide the CITY with fire apparatus; and

WHEREAS, the COUNTY desires to station full-time firefighters in the Hyrum City fire station for the benefit of the County, the CITY and other municipalities.

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter stated to which each party hereby binds and commits itself, is agreed as follows:

1. SCOPE OF SERVICES:

- a. The COUNTY shall station full-time firefighters in the CITY for the benefit of the COUNTY and the CITY and for other municipalities throughout the COUNTY.
- b. The full-time firefighters shall respond to fires throughout the COUNTY and CITY as required using COUNTY and/or CITY apparatus when the station is staffed by COUNTY firefighters.
- c. The COUNTY and the CITY Fire Chiefs shall mutually approve response plans for fire response in the CITY and outside of the CITY.
- d. The CITY shall provide a heated fire station to store fire apparatus and allow the COUNTY'S full-time firefighters access to all areas of the station.
- e. The COUNTY shall allow the CITY fire personnel use of COUNTY apparatus as needed for fire response.
- f. Nothing in this agreement excludes the mutual use of apparatus when CITY and COUNTY firefighters are both available for response.
- g. The COUNTY firefighters are available for use by the CITY for station and apparatus maintenance and other fire related tasks as directed by the City Fire Chief and in consultation with the COUNTY Fire Chief

2. PROFESSIONAL QUALIFICATIONS: The COUNTY firefighters shall be employees of the COUNTY and shall meet the minimum qualifications for firefighters including Firefighter 1, Firefighter 2, and Hazardous Materials Operations certifications.

3. **FEE FOR SERVICES:** There shall be no fee for services for either party of this agreement. All COUNTY firefighter expenses will be paid for by the COUNTY.
4. **PERFORMANCE OF DUTIES:** COUNTY firefighters shall be supervised by the Assistant Chief of the Cache County Fire District. COUNTY firefighters shall be subject to the COUNTY personnel policies established by the COUNTY. COUNTY firefighters operate under the direction of the local incident commander during fire response.
5. **TERM:** Unless sooner terminated, as hereinafter provided, the term of this agreement shall be for a period of 12 months commencing May 1, 2019. The Agreement shall automatically renew for an additional twelve months on each anniversary date of this Agreement under the same terms and conditions herein, unless written notice to the contrary is directed to the other party within thirty (30) days prior to the date of expiration.
6. **TERMINATION OF AGREEMENT** This contract may be terminated by either party for failure to perform any of its terms by the other party upon giving thirty (30) days written notice to the defaulting party.
7. **GOVERNING LAW** This agreement shall be governed pursuant to the laws of the State of Utah.
8. **ASSIGNMENT** The terms and provisions of this Agreement shall be binding upon and under to the benefit of the parties hereto and permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.
9. **ENTIRE AGREEMENT** This writing constitutes the entire agreement for firefighter staffing between the COUNTY and the CITY. The parties acknowledge that there are no other underlying agreements, oral or written, pertaining to the terms of this agreement.
10. **AMENDMENTS** Both the COUNTY and the CITY can amend this contract upon a mutually written agreement during the time it is in force.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each of which shall be deemed an original.

HYRUM CITY

By:

Stephanie Miller, Mayor

CACHE COUNTY

By:

Craig Buttars, Executive