

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This AGREEMENT is made and entered into this ____ day of _____ 2020, and becomes effective on January 1, 2021, by and between CACHE COUNTY (the “COUNTY”), and HYRUM CITY (the “CITY”), both bodies corporate and politic of the State of Utah. The COUNTY and the CITY may be each be referred to individually herein as a Party and collectively herein as the Parties.

This AGREEMENT is made and entered into by and between the parties based upon the following:

- A. The COUNTY possesses a ground transport ambulance license for emergency medical ground ambulance service (EMS) from the Utah Bureau of Emergency Medical Services and Preparedness and is responsible to provide EMS in all areas of the county designated by the EMS license.
- B. The CITY maintains and operates a municipal fire department and/or first responder medical unit that provides First Responder services at their designated licensure level in the incorporated limits of the CITY.
- C. The CITY is desirous of ensuring EMS in the incorporated areas of the CITY.
- D. This agreement for EMS is deemed to be in the best interest and for the general welfare of the CITY, and the COUNTY.

NOW THEREFORE, based upon the mutual consideration and mutual conditions contained herein, the parties hereto do hereby agree as follows:

- 1. The CITY agrees to:
 - a. Provide or contract to provide extrication as their ability, training, staffing, and equipment will allow within the unincorporated areas of Zone 8, which is defined in Attachment A hereto; and,
 - b. Pay the COUNTY on January 1, 2021 seven dollars and fifty cents (\$7.50) per capita based on current U.S. Census estimates for persons living in the incorporated area of the City for EMS to be provided for January 2021-June 2021 and, thereafter, pay annually on July 1, fifteen (15) dollars per capita with an increase of 3% per year beginning July of 2021 based on current U.S. Census estimates for persons living in the incorporated area of the CITY for EMS to be provided.
- 2. The COUNTY agrees to:
 - a. Provide EMS to the CITY which includes ground ambulance response and transport of the sick and injured at the license level approved to the COUNTY by the Utah Bureau of EMS and Preparation; and
 - b. Replace CITY purchased medical supplies used at each incident; and

- c. Fund and coordinate Medical Control services to the CITY First Responder unit; and
 - d. Provide EMT and other emergency related training to CITY First Responder personnel except that CITY shall pay EMT testing fees; and
 - e. Provide annual Emergency Vehicle Operations training.
3. MUTUAL AND AUTOMATIC AID:
- a. The CITY Fire/First Responder Department shall have, through this Agreement, mutual and/or automatic aide with any other department or agency, which holds a current agreement with the COUNTY. In return, the CITY agrees to provide the same service to other departments contracting with the COUNTY.
 - b. The CITY agrees to respond with only those resources requested by dispatch when responding to automatic/mutual aid calls. Furthermore, the CITY agrees to send only certified responders to calls outside of Zone 8.
4. This Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws or local ordinances upon the COUNTY'S EMS Manager or the CITY's Fire/First Responder Chief as Authority Having Jurisdiction under the Utah State Fire Code.
5. This Agreement supersedes any previous agreement entered into by and between the CITY and the COUNTY for EMS.
6. Unless sooner terminated as hereinafter provided, the term of this Agreement shall be for a period of 4 years commencing January 1, 2021. The Agreement shall automatically renew for an additional 4 years on each anniversary date of this Agreement under the same terms and conditions as set forth herein, unless a Party delivers written notice to the contrary to the other Party at least thirty (30) days prior to the date of expiration.
7. This contract may be terminated by either Party because of the other Party's failure to perform any of its obligations under the Agreement by giving written notice of termination to the defaulting Party. Termination of the Agreement will become effective ninety (90) days after such written notice is delivered to the defaulting Party.
8. This Agreement and the Parties' performance under this Agreement shall be governed by the laws of the State of Utah.
9. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their 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.

10. This Agreement and the Attachments thereto constitute the entire agreement for EMS response 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.
11. The COUNTY and the CITY can amend this contract only by a writing executed during the time this Agreement is in force.
12. The COUNTY shall save harmless and fully indemnify CITY, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from injury, damage or loss related to the performance of this Agreement. If the injury, damage or loss was caused by omission or wrongful or negligent act of an officer, employee or agent of CITY while acting within the scope of his or her employment, however, CITY shall be liable for such injury, damage or loss and the COUNTY shall not save harmless and fully indemnify CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following dates.

By: Stephanie Miller
Mayor

Date

By: Craig W. Buttars
County Executive

Date