

**AGREEMENT FOR FIRE SUPPRESSION, AMBULANCE SERVICE AND  
FIREFIGHTER/AEMT EMPLOYEMENT BETWEEN CACHE COUNTY FIRE  
DISTRICT AND HYRUM CITY**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the CACHE COUNTY FIRE DISTRICT (the “FIRE DISTRICT”), a duly created fire protection district within CACHE COUNTY (the “COUNTY”), and HYRUM CITY (the “CITY”), a body corporate and politic of the State of Utah which operates a municipal fire department within the COUNTY. The FIRE DISTRICT and the CITY may be each be referred to individually herein as a Party and collectively herein at the Parties.

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

- A. The COUNTY has created a fire protection district pursuant to Utah Code Annotated section 17B-1-102(2) to provide fire protection and other emergency services in Cache County, agreement 91-3-13. The FIRE DISTRICT includes all areas within the COUNTY, with the exception of the incorporated areas of Logan City, and is divided into 12 zones.
- B. The FIRE DISTRICT is desirous of ensuring fire suppression and other emergency services in all areas of the COUNTY and is responsible under Utah law to provide for the above mentioned services in the unincorporated portions of the COUNTY.
- C. The FIRE DISTRICT 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.
- D. The CITY maintains and operates a municipal fire department and a first responder medical unit that provides First Responder EMS services at their designated licensure level in the incorporated limits of the CITY.
- E. The CITY is desirous of ensuring Fire and ambulance service in the incorporated areas of the CITY.
- F. This agreement for fire protection and other emergency services is deemed to be in the best interest and for the general welfare of the CITY, the FIRE DISTRICT, and the COUNTY.
- G. This agreement is made pursuant to Utah Code Annotated section 11-7-1 et. seq.

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

- 1. The FIRE DISTRICT agrees to:
  - a. Provide to the CITY fire apparatus as the FIRE DISTRICT budget allows; and

- b. Provide insurance for any FIRE DISTRICT provided or FEPP provided apparatus; and
- c. Pay the CITY for wildland fire response to private unincorporated areas indicated in the wildland response map attached hereto as Attachment B at the Forestry, Fire and State Lands MOU rate; and,
- d. Allow deployment of FIRE DISTRICT apparatus out of the county on wildland fires with a 50% share of net earnings returned to the FIRE DISTRICT after all personnel, per diem, hotel, maintenance, fuel and other direct costs are deducted; and,
- e. Provide basic and advanced fire, hazardous materials, wildland fire, and other fire related training to CITY fire personnel; and
- f. Provide PPE laundry service to the CITY when requested; and
- g. Provide annual OSHA 1910.120 fit testing when requested; and
- h. Provide annual Emergency Vehicle Operations training; and
- i. Provide Hazardous Emergency Response assistance when requested; provided, however, that the CITY shall be responsible for the cost of hazardous materials mitigation within the CITY.
- j. Provide ground ambulance response and transport of the sick and injured at the license level approved to the FIRE DISTRICT by the Utah Bureau of EMS and Preparation to the CITY; and
- k. Replace CITY purchased medical supplies used at each incident; and
- l. Fund and coordinate Medical Control services to the CITY First Responder unit; and
- m. Provide EMT and other emergency related training to CITY First Responder personnel except that CITY shall pay EMT testing fees; and
- n. Hire and employ two qualified full-time Firefighter/AEMT's to staff the Hyrum fire station.
  - i. The interview committee will include the following: Cache County Fire Chief, Hyrum Fire Chief, representative from Cache County Human Resource office, representative from the Hyrum Human Resource Office
  - ii. Selection of the successful candidate shall be mutually agreed upon.
  - iii. The successful candidates must be certified through the Utah Fire Certification system as Firefighter 1 and Hazmat Operations upon hiring. They must be certified as an Advanced Emergency Medical Technician within 12 months of their hire date.

- iv. The employees will follow the COUNTY's employee policies and guidelines including all benefits, payroll, and training requirements. Disciplinary issues shall be resolved jointly through the COUNTY and the CITY human resource offices and the two fire chiefs.
- v. The employees will follow the Cache County Fire District and Hyrum Fire Department's standard operating guides/standard operating procedures.
- vi. The employees will work a regular schedule of 40 hours per week with weekends and COUNTY observed holidays off. Their primary work location will be in the Hyrum Fire station.
- vii. Except for their regular work period, the full-time employees will be considered members of the Hyrum Fire Department and the CITY shall consider them as CITY employees for emergency response, training, and drills.
- viii. The employees will respond to the Cache County fire station to staff additional ambulances as needed during their regular work period.

2. The CITY agrees to:

- a. Provide structural and wildland fire suppression, rescue, extrication, hazardous materials, and other hazard emergency services as their ability, training, staffing, and equipment will allow within the unincorporated areas of Zone 8, which is defined in Attachment A hereto; provided, however, that the CITY will, at a minimum, meet the National Fire Protection Association 1720 Standard to have a minimum staff of 6 personnel on scene within 14 minutes of notification of a fire 80% of the time through department staffing and/or through automatic and mutual aid; and,
- b. Provide and pay for service and maintenance of any COUNTY provided apparatus or equipment, including without limitation by performing annual safety and equipment inspections and by providing a heated building for the storage of any COUNTY provided apparatus; and,
- c. Ensure that all of the CITY's responding personnel are Utah Firefighter I and Wildland Firefighter 1 certified and respond with proper personal protective equipment, undergo annual SCBA fit testing meeting OSHA 1910.120 standards, and attend bi-annual Emergency Vehicle Operation training provided by the FIRE DISTRICT; and,
- d. Ensure that all of the City's firefighters who drive COUNTY vehicles are a minimum of 21 years of age and follow COUNTY vehicle operation policies when operating COUNTY and FEPP emergency vehicles.
- e. Provide daily supervision of the full-time County employees staffing the Hyrum fire station in consultation with the Cache County Fire Chief.

- f. Provide a safe and clean work environment consistent with fire and EMS employment conditions.
- g. Provide all personal protective equipment for the full-time County employees staffing the Hyrum fire station for fire and EMS response as needed.
- h. Allow the employees to respond to the Cache County fire station to staff additional ambulances as needed.

### 3. CALCULATION OF PAYMENT FOR SERVICES PROVIDED BY THE PARTIES

Payment for services shall be calculated as follows:

- a. **AMBULANCE SERVICE:** The CITY shall pay the FIRE DISTRICT semi-annually \$7.96 dollars per capita for a total of \$15.92 dollars per capita annually with an increase of 3% per year beginning July of 2024 based on current U.S. Census estimates for persons living in the incorporated area of the CITY for ambulance service.
- b. **FULL TIME FIREFIGHTERS:** The CITY shall pay the FIRE DISTRICT on a semi-annual basis, the cost of wages and benefits for the employee's time less any time spent staffing the FIRE DISTRICT's fire station or while on wildland deployments for the CITY.
- c. **FIRE SERVICE:** The FIRE DISTRICT shall pay the CITY annually an amount equal to the number of persons living in the unincorporated areas of Zone 8 multiplied by the CITY'S fire department budget per capita rate.
  - i. The CITY's fire department per capita rate is calculated based on the CITY Fire Department's prior year budget exclusive of capital budget, and revenue from grants, wildland deployments, this and other contracts for fire service.
  - ii. The population of the unincorporated areas served by the CITY is calculated by multiplying the number of unincorporated residential units in the CITY's Zone (8) by 3.2. The COUNTY will provide the CITY the number of residential units in Zone 8.

### 4. INCIDENT COMMAND:

- a. Both parties agree to operate all incidents under the National Incident Management System.
- b. The CITY Fire Department members shall assume or be assigned Incident Command at all emergencies within the Zone except for wildfires that exceed initial attack capabilities or become delegated to the State. FIRE DISTRICT personnel shall report to the CITY incident commander for assignment.

- c. FIRE DISTRICT personnel shall not assume or be assigned Incident Command except at fires that exceed initial attack capabilities.
- d. FIRE DISTRICT personnel shall assume or be assigned to a Unified Command at wildland fires in the unincorporated county that become delegated to the state and require Utah Forestry, Fire and State Lands or Federal firefighting resources.

5. MUTUAL AND AUTOMATIC AID:

- a. The CITY Fire Department shall have, through this Agreement, mutual and/or automatic aide from any other department or agency which holds a current agreement with the FIRE DISTRICT. In return, the CITY agrees to provide the same service to other departments contracting with the FIRE DISTRICT.
- 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 firefighters to calls outside of the Zone.

6. CODE ENFORCEMENT:

- a. The CITY and the COUNTY shall each be responsible for code enforcement within their own geographic boundaries. The FIRE DISTRICT shall conduct all annual business inspections, plan reviews, zoning inspections and other building and fire code related functions within the unincorporated portion of the Zone.
- b. The FIRE DISTRICT shall provide cause and origin determination of all fires in the unincorporated portion of the Zone and may be requested to provide cause and origin determination at fires in the CITY by the CITY's Incident Commander. The CITY shall request FIRE DISTRICT investigation personnel through 911 dispatch to respond to fires in any unincorporated portion of the Zone when the FIRE DISTRICT is not a part of the response plan.
- c. The CITY and the FIRE DISTRICT may issue burn permits within the Zone in accordance with Utah laws, rules, and regulations.

- 7. This Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws or local ordinances upon the FIRE DISTRICT's Fire Chief or the CITY's Fire Chief as Authority Having Jurisdiction under the Utah State Fire Code.
- 8. This Agreement supersedes any previous agreement entered into by and between the CITY and the COUNTY/FIRE DISTRICT for fire protection and/or other emergency services.
- 9. Unless sooner terminated as hereinafter provided, the term of this Agreement shall be for a period of 1 year commencing July 1, 2023. The Agreement shall automatically renew for an additional 1 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.

10. 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.
11. This Agreement and the Parties' performance under this Agreement shall be governed by the laws of the State of Utah.
12. 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.
13. This Agreement and the Attachments thereto constitute the entire agreement for fire/hazmat 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.
14. The FIRE DISTRICT and the CITY can amend this contract only by a written addendum, duly executed by authorized agents of the parties during the time this Agreement is in force.
15. To the fullest extent permitted by law, CITY shall hold harmless, defend at its own expense, and indemnify COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of CITY or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.

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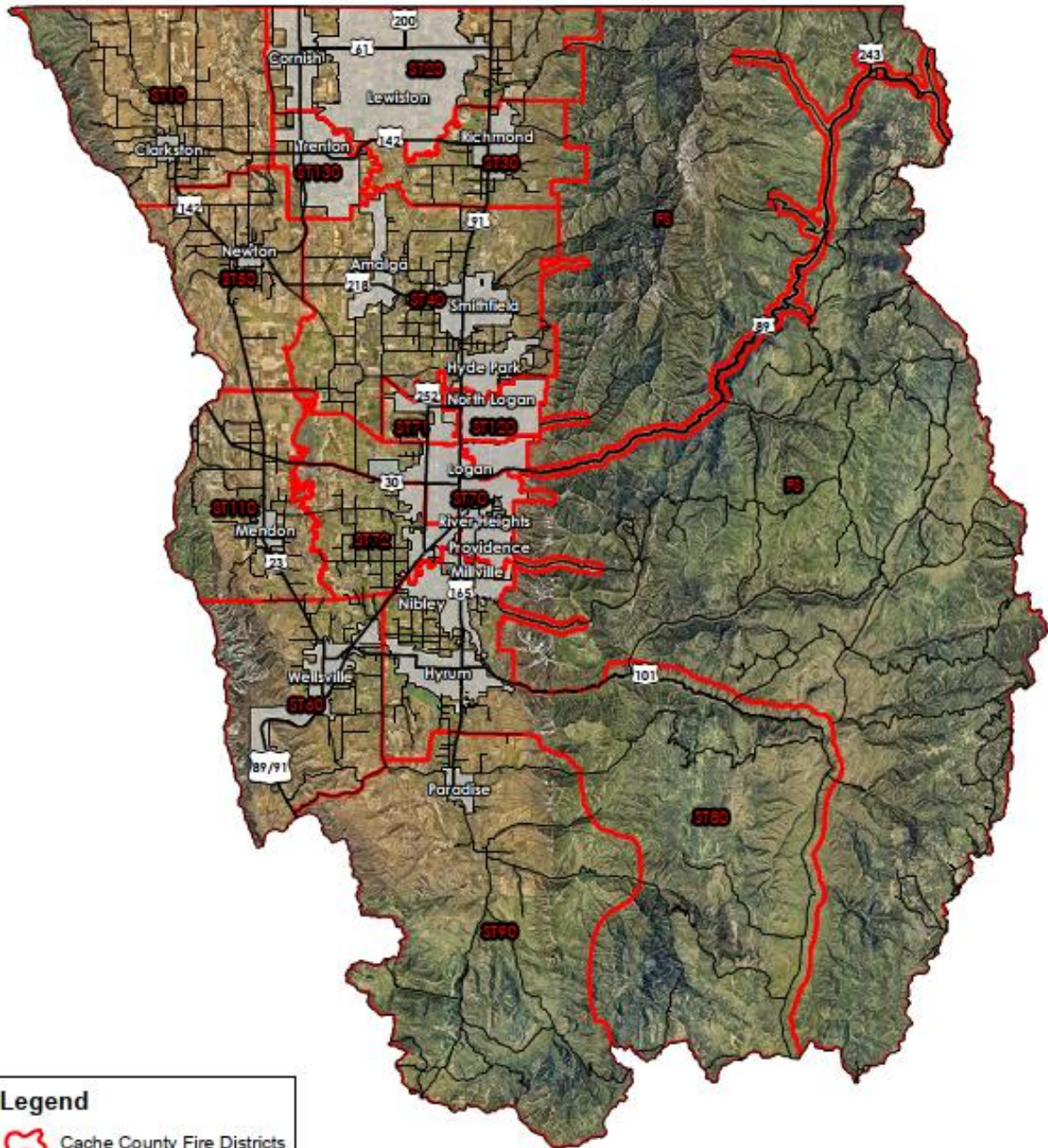
David Zook, Executive      Date  
Cache County  
Fire Board Chairman

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Stephanie Miller, Mayor      Date  
Hyrum

Attachment A – Cache County Fire Zones

## Cache County Fire Districts



### Legend

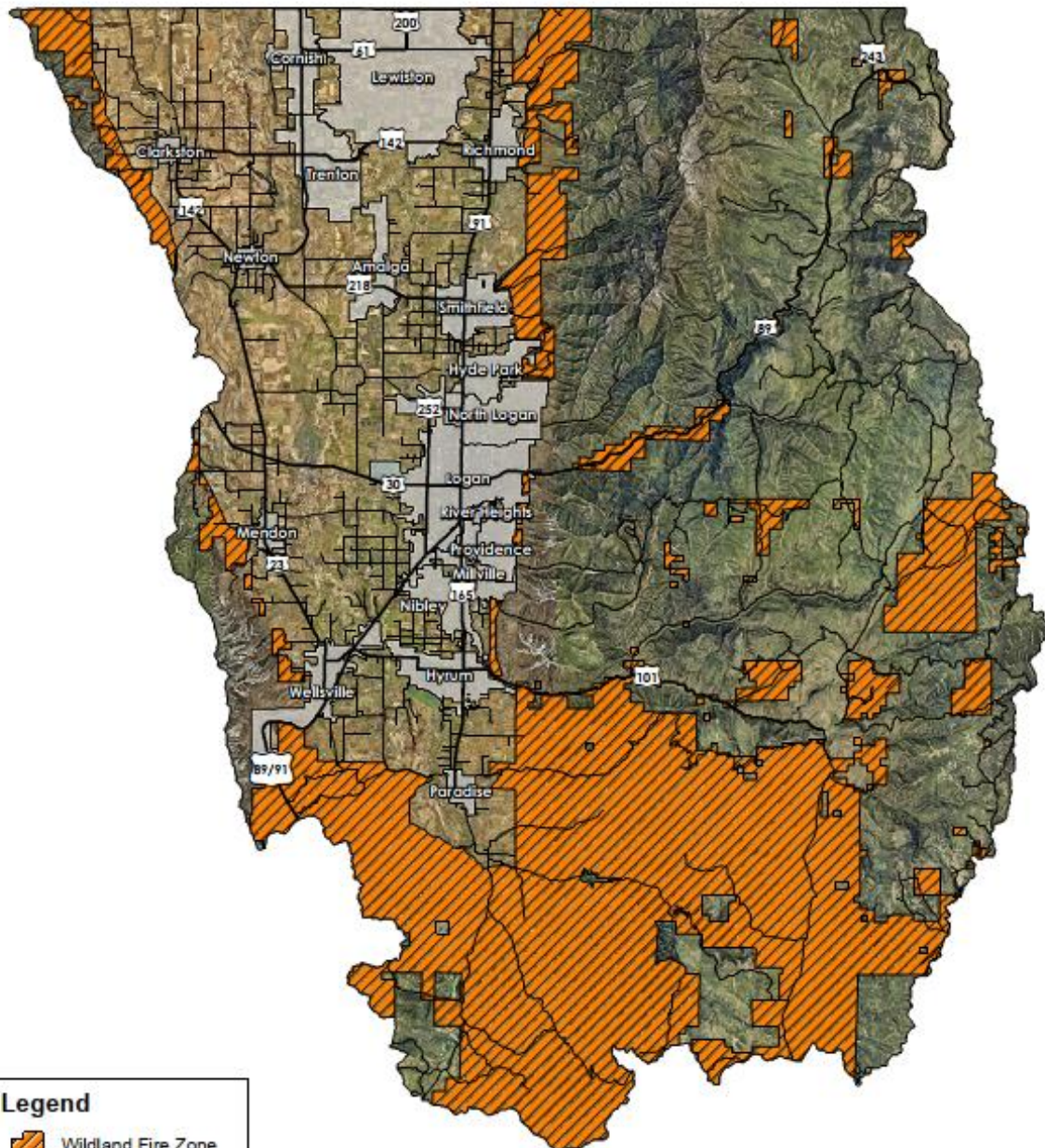
-  Cache County Fire Districts
-  Municipal Boundaries
-  Highways
-  County Roads

Date: 12/9/2019



Attachment B – Wildland Fire Zones

Wildland Fire Zone Areas



Date: 12/9/2019