

## **AGREEMENT FOR FIREFIGHTER/AEMT EMPLOYMENT 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 basic local 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 basic local 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 CITY maintains and operates a municipal fire department that provides fire protection and other emergency services in the incorporated limits of the CITY and is required by Utah law to provide these services.
- D. 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.
- E. 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. 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 6 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.
  - b. Invoice the CITY semi-annually in July and January for reimbursement for wages and benefits for the two employee positions. The COUNTY will not invoice for wages and benefits for the time that the employees staff the COUNTY fire station or respond on COUNTY wildland fire deployments.
2. The CITY agrees to:
- a. Pay the COUNTY on a semi-annual basis, the cost of wages and benefits for the employee's time less any time spent staffing the County fire station or while on wildland deployments for the CITY.
  - b. Provide daily supervision of the employees in consultation with the Cache County Fire Chief.
  - c. Provide a safe and clean work environment consistent with fire and EMS employment conditions.
  - d. Provide all personal protective equipment for fire and EMS response as needed.
  - e. Allow the employees to respond to the Cache County fire station to staff additional ambulances as needed.
3. 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.

4. This Agreement does not supersede any previous agreement entered into by and between the CITY and the COUNTY/FIRE DISTRICT for fire protection and/or other emergency services.
5. Unless sooner terminated as hereinafter provided, the term of this Agreement shall be for a period of 4 years commencing July 1, 2023. 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.
6. 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.
7. This Agreement and the Parties' performance under this Agreement shall be governed by the laws of the State of Utah.
8. 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.
9. This Agreement and the Attachments thereto constitute the entire agreement for shared employees 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. The COUNTY and the CITY can amend this contract only by a writing executed during the time this Agreement is in force.

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David Zook, County Executive

Date

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Stephanie Miller, Mayor

Date