

INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into as of the 1st day of July, 2010, by and between HYRUM CITY, a municipal corporation of the State of Utah, hereinafter referred to as “Hyrum”, and MILLVILLE, a municipal corporation of the State of Utah, hereinafter referred to as “Millville”.

WITNESSETH

WHEREAS, Millville is desirous of providing for adequate fire protection within its own territorial limits, and

WHEREAS, Hyrum operates a municipal fire department, and

WHEREAS, Section 11-7-1, Utah Code Annotated, 1953, provides that municipalities may enter into an agreement whereby fire protection services are furnished and received, respectively, and

WHEREAS, both parties to this Agreement are desirous of cooperating to their mutual advantage and to the advantage of the residents of their respective cities by providing the most effective and economical fire protection, and

WHEREAS, this Agreement is deemed to be in the best interests and to promote the general welfare of both parties.

NOW, THEREFORE, based upon the mutual covenants and consideration set forth below, it is agreed as follows:

1. Hyrum agrees to provide fire protection services, which services do not include annual or periodic fire inspections of commercial buildings or other structures, and to fight all fires located within the corporate limits of Millville, subject to the conditions contained in this Agreement.
2. It is understood that Hyrum is at this same time under contract with Cache County to provide fire protection services to areas within Hyrum’s zone of the Cache County Fire Protection District. Said contract allows for Hyrum to enter into separate agreements such as this one for providing fire protection services to other municipalities. In providing the services required by this Agreement, it is understood and agreed that Hyrum is required to act in accordance with the procedures and priorities outlined in the Cache County contract and all other applicable ordinances, statues, regulations and procedures relating to the provision of fire protection services by Hyrum and to situations involving multiple fires, substations, stand-by stations, and all others which may arise by reason of Hyrum’s participation in the County’s Fire Protection District.
3. Millville shall pay to Hyrum a sum set forth annually by resolution, to which both parties are in agreement, for fire fighting and fire protection services

within the corporate limits of Millville, said sum to be used by Hyrum in the fighting, controlling and prevention of fires, training of personnel and the purchasing of necessary fire fighting equipment as is needed for fighting and controlling fires by Hyrum's fire department. The population figure of Millville, upon which the payment herein required to be made shall be based, shall be determined by mutual agreement between the parties as of July 1, 2010, and as of each July 1 thereafter for renewals, by reference to the best information sources available in each year. Inasmuch as such information shall be primarily within the control of Millville officials, Millville agrees to cooperate and put forth its best effort in gathering available information so as to enable the parties to arrive at a population figure that is as accurate as possible. It is recognized, however, that an exact population count will be difficult to obtain at any given time and that the mutually agreed figure shall represent the best estimate of the parties which shall be accepted for purposes of this agreement.

4. The parties agree to cooperate and coordinate in their fire fighting programs and to cooperate with each other through their respective fire fighting officials to secure effective and efficient fire protection throughout all areas of Hyrum and Millville, and Hyrum covenants and agrees that its within the corporate limits of Millville upon proper notification of the same and subject to the conditions set forth in paragraph two (2), above.
5. Hyrum covenants and agrees to bear all costs for fire fighting and fire protection services except as to the sums received from Millville as provided for in paragraph three (3) of this Agreement, which sums shall be expended as also therein provided. Hyrum shall also be responsible for training its personnel and maintaining the fire equipment within its jurisdiction. The City agrees to mutually cooperate with the other communities within the County in training and other fire protection systems and programs deemed to be in the best interests of all involved.
6. It is understood and agreed that in the event that is request is made to Hyrum to fight fires outside Hyrum's fire zone area and outside Millville, Hyrum is obligated to respond to such call to the extent possible without jeopardizing fire protection within Hyrum's and Millville's corporate limits, and direction of the County through the County's responsible officials for such call.
7. The provisions of Utah Code Sections 11-7-3 and 11-7-4 relating to privileges and immunities from liability for departments fighting fires outside its territorial limits and the death or injury of a fireman while fighting a fire outside of his department's territorial limits shall apply to this Agreement, as shall all others which are applicable but not enumerated herein.
8. It is agreed that the sums paid by Millville to Hyrum herein shall be paid on a calendar year basis on or before the 1st day of July each year.
9. This Agreement supercedes any previous agreements entered into by and between the parties hereto, and this Agreement shall commence at 12:01 a.m., July 1, 2010 and shall continue for a period of one (1) year and expire on June 30, 2011. This agreement can be extended for additional (1) one year periods

by mutual agreement between the parties and subject to any changes in the terms and provisions as negotiated between the parties.

10. The parties verify that the undersigned officials have been duly authorized to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, each of which shall be deemed an original, with the effective date hereof being July 1, 2010.

(Seal)

CITY OF HYRUM
A Municipal Corporation

by _____
Mayor

ATTEST:

City Recorder

(Seal)

CITY OF MILLVILLE
A Municipal Corporation

by _____
Mayor

ATTEST:

City Recorder

INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into as of the 1st day of July, 2010, by and between HYRUM CITY, a municipal corporation of the State of Utah, hereinafter referred to as "Hyrum", and NIBLEY, a municipal corporation of the State of Utah, hereinafter referred to as "Nibley".

WITNESSETH

WHEREAS, Nibley is desirous of providing for adequate fire protection within its own territorial limits, and

WHEREAS, Hyrum operates a municipal fire department, and

WHEREAS, Section 11-7-1, Utah Code Annotated, 1953, provides that municipalities may enter into an agreement whereby fire protection services are furnished and received, respectively, and

WHEREAS, both parties to this Agreement are desirous of cooperating to their mutual advantage and to the advantage of the residents of their respective cities by providing the most effective and economical fire protection, and

WHEREAS, this Agreement is deemed to be in the best interests and to promote the general welfare of both parties.

NOW, THEREFORE, based upon the mutual covenants and consideration set forth below, it is agreed as follows:

11. Hyrum agrees to provide fire protection services, which services do not include annual or periodic fire inspections of commercial buildings or other structures, and to fight all fires located within the corporate limits of Nibley, subject to the conditions contained in this Agreement.
12. It is understood that Hyrum is at this same time under contract with Cache County to provide fire protection services to areas within Hyrum's zone of the Cache County Fire Protection District. Said contract allows for Hyrum to enter into separate agreements such as this one for providing fire protection services to other municipalities. In providing the services required by this Agreement, it is understood and agreed that Hyrum is required to act in accordance with the procedures and priorities outlined in the Cache County contract and all other applicable ordinances, statues, regulations and procedures relating to the provision of fire protection services by Hyrum and to situations involving multiple fires, substations, stand-by stations, and all others which may arise by reason of Hyrum's participation in the County's Fire Protection District.

13. Nibley shall pay to Hyrum a sum set forth annually by resolution, to which both parties are in agreement, for fire fighting and fire protection services within the corporate limits of Nibley, said sum to be used by Hyrum in the fighting, controlling and prevention of fires, training of personnel and the purchasing of necessary fire fighting equipment as is needed for fighting and controlling fires by Hyrum's fire department. The population figure of Nibley, upon which the payment herein required to be made shall be based, shall be determined by mutual agreement between the parties as of July 1, 2010, and as of each July 1 thereafter for renewals, by reference to the best information sources available in each year. Inasmuch as such information shall be primarily within the control of Nibley officials, Nibley agrees to cooperate and put forth its best effort in gathering available information so as to enable the parties to arrive at a population figure that is as accurate as possible. It is recognized, however, that an exact population count will be difficult to obtain at any given time and that the mutually agreed figure shall represent the best estimate of the parties which shall be accepted for purposes of this agreement.
14. The parties agree to cooperate and coordinate in their fire fighting programs and to cooperate with each other through their respective fire fighting officials to secure effective and efficient fire protection throughout all areas of Hyrum and Nibley, and Hyrum covenants and agrees that its within the corporate limits of Nibley upon proper notification of the same and subject to the conditions set forth in paragraph two (2), above.
15. Hyrum covenants and agrees to bear all costs for fire fighting and fire protection services except as to the sums received from Nibley as provided for in paragraph three (3) of this Agreement, which sums shall be expended as also therein provided. Hyrum shall also be responsible for training its personnel and maintaining the fire equipment within its jurisdiction. The City agrees to mutually cooperate with the other communities within the County in training and other fire protection systems and programs deemed to be in the best interests of all involved.
16. It is understood and agreed that in the event that a request is made to Hyrum to fight fires outside Hyrum's fire zone area and outside Nibley, Hyrum is obligated to respond to such call to the extent possible without jeopardizing fire protection within Hyrum's and Nibley's corporate limits, and direction of the County through the County's responsible officials for such call.
17. The provisions of Utah Code Sections 11-7-3 and 11-7-4 relating to privileges and immunities from liability for departments fighting fires outside its territorial limits and the death or injury of a fireman while fighting a fire outside of his department's territorial limits shall apply to this Agreement, as shall all others which are applicable but not enumerated herein.
18. It is agreed that the sums paid by Nibley to Hyrum herein shall be paid on a calendar year basis on or before the 1st day of July each year.
19. This Agreement supercedes any previous agreements entered into by and between the parties hereto, and this Agreement shall commence at 12:01 a.m., July 1, 2010 and shall continue for a period of one (1) year and expire on June 30, 2011. This agreement can be extended for additional (1) one year periods

by mutual agreement between the parties and subject to any changes in the terms and provisions as negotiated between the parties.

20. The parties verify that the undersigned officials have been duly authorized to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, each of which shall be deemed an original, with the effective date hereof being July 1, 2010.

(Seal)

CITY OF HYRUM
A Municipal Corporation

by _____
Mayor

ATTEST:

City Recorder

(Seal)

CITY OF NIBLEY
A Municipal Corporation

by _____
Mayor

ATTEST:

City Recorder