

FIRE/EMS RECIPROCAL AID AGREEMENT

This agreement, made and entered into this last day of February 1995, by and between those public agencies listed hereafter as signatories to this agreement.

WITNESSETH;

THAT WHEREAS, under the Utah State Inter-local Cooperation Act found in Chapter 13 of Title 11, Utah Code Annotated, 1965 as amended, public agencies, including political subdivisions of the State as therein defined are authorized to enter into mutually advantageous agreements for the sharing of their Fire and Ambulance resources in times of emergency; and

WHEREAS, the governing body of each of the signatories has by resolution agreed to adopt this agreement for mutual and reciprocal exchange of FIRE/EMS services in times of emergency.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as considerations the promises and mutual agreement of the other:

1. This agreement shall be for a period of one year from date hereof, automatically renewable, for a period not to exceed thirty years, on behalf of any and all signatories hereto until such time as a party wishing to withdraw from the agreement shall notify all other parties in writing of its intent to withdraw from this agreement. Such an intent to withdraw shall become effective seven days after giving notification to each other party in writing.
2. When a state of emergency involving conditions of extreme peril to the safety of persons or property exists within the jurisdiction of any party hereto, the agency or agencies involved shall notify other parties hereto of such emergency and the need for FIRE/EMS assistance. FIRE/EMS units will be deployed at the actual emergency incident. FIRE/EMS assistance provided will not be utilized as back-up at the requesting jurisdictions facilities. Such assistance shall be rendered according to procedures established in the operational plans developed and agreed to in writing by all of the parties to this agreement as set forth in the following paragraph. The Chief of the Fire Department or his designee of each jurisdiction is empowered to request assistance under this agreement.
3. The mutual assistance to be rendered under this agreement shall be available upon the development and approval by the parties hereto of an operational plan. The plan shall outline the exact procedure to be followed in responding to a request for assistance, the plan may be amended when agreed upon in writing by all of the parties to this Agreement. The plan shall be formulated by a committee consisting of the senior FIRE/EMS officers of each of the parties hereto. The operation plan shall be attached to this document as Exhibit 1.
4. **PURPOSES.** The services performed in and expenditures made under this Agreement, shall be deemed for public and governmental purposes. All immunities from liability enjoyed by any party hereto shall extend to rendering mutual aid under this by agreement outside of that party establishing geographic boundaries, unless otherwise provided by law. Each party to this

RECIPROCAL DATE 7/12/94

agreement shall waive any and all claims against other parties hereto which may arise out of activities outside of their respective jurisdiction while rendering aid under this agreement. Each jurisdiction when requesting mutual aid shall indemnify and save harmless that jurisdiction providing mutual aid from property damage or personal injury which may arise out of the activities of the assisting jurisdiction to this agreement outside their respective jurisdictions while rendering aid under this Agreement.

5. All the immunities from liability and exemptions from laws, ordinances and regulations which FIRE/EMS officers employed by the various parties hereto have, in their own jurisdictions, shall be effective in the jurisdiction in which they are giving assistance. All compensation and other benefits enjoyed by FIRE/EMS officers in their own jurisdiction shall extend to the services they perform under this Agreement.

6. FIRE/EMS officers rendering assistance under this Agreement shall do so under the control of the appropriate official designated by the jurisdiction requesting the aid. They will remain under the direction of the senior ranking requesting agency Fire Department Officer member. Whenever possible, the Incident Command System will be utilized. The parties shall notify each other of the name, address, and telephone number of the official(s) authorized to direct mutual aid activities within their jurisdiction.

7. Each party hereto shall provide its own personnel when engaged in an inter-cooperative venture with appropriate equipment and vehicular transportation as is normally provided when acting within his own jurisdiction. Special items of equipment which do not constitute normal equipment, shall be provided by the agency requiring aid, or if such special equipment is loaned by another agency, the agency requesting aid shall reimburse the agency providing special equipment at rates which shall be mutually agreed upon and be a part of the operating plan referred to in Paragraph 2 above. Special equipment is any equipment other than regular engine apparatus, ambulances, and brush apparatus. Items such as snorkels, ladder companies, hazardous material response teams and electrical generators are special equipment.

8. This agreement shall not be deemed to establish a separate legal entity, but the parties thereto shall maintain their own separate legal status. The committee consisting of representatives shall have no power to acquire property, either real or personal, to employ separate personnel, to have its own financing or to in any way bind the parties to this agreement except as to precise methods of employing this agreement as a means of strengthening the effective FIRE/EMS response of any of the parties needing assistance on any emergency only basis.

9. This Agreement shall be effective from and after such time as is has been executed duly by the official representatives of each of the parties and final approval by the Attorney General of the State of Utah. During the time that this Agreement is in force, a copy thereof shall be filed with the Official keeper of the records of each of the public agencies, a party hereto.

10. Any provision of law which may require an officer or employee of one of the public

agencies to be an elector or resident of the public agency or to have other qualifications not generally applicable to all of the contracting agencies herein in order to qualify for said office or employment shall not be applicable to officer or employees who hold office or perform services for more than one public agency pursuant to this Agreement.

11. Each party hereto will respond when requested unless there is a need in their own jurisdiction for the equipment or personnel requested.

12. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

13. This Agreement shall be interpreted pursuant to the laws of the State of Utah.

14. Time shall be of the essence of this Agreement.

15. In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, that party which prevails in any litigation shall be entitled to a reasonable attorney's fee.

16. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement contained are for convenience only, and do not constitute a part of the provisions hereof.

17. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written Agreement.

18. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

19. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto.

IN WITNESS WHEREOF the following municipalities and districts represented by their duly elected officials, and after resolution duly passed so authorizing, have signed and executed the same.

FIRE/EMS RECIPROCAL AID AGREEMENT
SIGNATORY PAGE OF AGREEMENT

ALPINE CITY CORPORATION:

Attest:

Joel Hall
Mayor

Janis W. Williams
Alpine City Recorder

Date: *June 28, 1994*



10/21/2002 10:07 FAX 801 229 7197 CITY OF OREM

FIRE/EMS RECIPROCAL AID AGREEMENT
SIGNATORY PAGE OF AGREEMENT

AMERICAN FORK CITY CORPORATION

Attest:



Mayor



American Fork City Recorder

Date: Jan. 26, 1995



FIRE/EMS RECIPROCAL AID AGREEMENT
SIGNATORY PAGE OF AGREEMENT

ELKRIDGE CITY CORPORATION:

Attest:

Lynn M. Jacobson
Mayor

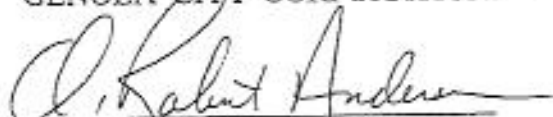
Janice H. Davis
Elkridge City Recorder

Date: Nov. 1, 1994



FIRE/EMS RECIPROCAL AID AGREEMENT
SIGNATORY PAGE OF AGREEMENT

GENOLA CITY CORPORATION:



Mayor

Attest:



Genola City Recorder

Date: 11/30/94

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GOSHEN CITY CORPORATION:

Attest:

Leon Jensen
Mayor

Susan Lundquist
Goshen City Recorder

Date: Nov 30, 1994

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SIGNATORY PAGE OF AGREEMENT

LEHI CITY CORPORATION:

Attest:

William L. Lilla
Mayor

Evelyn W. Gates
Lehi City Recorder

Date: 11-14-94

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MAPLETON CITY CORPORATION:


Mayor

Attest:


Mapleton City Recorder

Date: 1/17/95

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NORTH FORK SPECIAL SERVICE DISTRICT

Approval and authority to execute this agreement authorized by action of the Board of Officers of the North Fork Special Service District this 2nd day of February, 1995.

NORTH FORK SPECIAL SERVICE DIST.

Attest:

by:


its Chairman


District Clerk

Date: 2 Feb 95

10/11/2002 10:09 FAX 801 225 7197 CITY OF OREM 013

FIRE/EMS RECIPROCAL AID AGREEMENT
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OREM CITY CORPORATION:

Attest:

Stella Welsh
Mayor

Melody Downey
Orem City Recorder

Date: 11/4/94



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SIGNATORY PAGE OF AGREEMENT

PAYSON CITY CORPORATION:

Attest:

Russell L. Hillman
Mayor

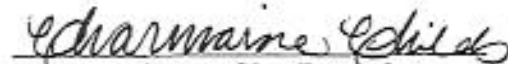
Jeanette C. Proutgaard
Payson City Recorder

Date: 11/30/94

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PLEASANT GROVE CITY CORPORATION: Attest:


Mayor


Pleasant Grove City Recorder



Date: 23 Jan 95

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SIGNATORY PAGE OF AGREEMENT

PROVO CITY CORPORATION:

Attest:



Mayor



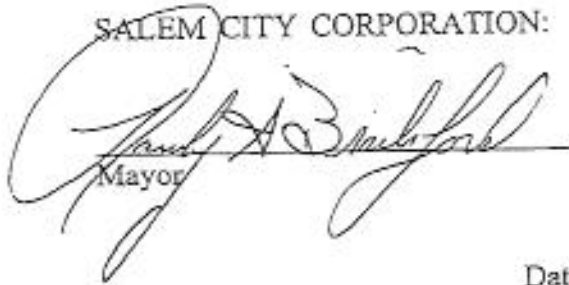
Provo City Recorder

Date: 11-22-94



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SALEM CITY CORPORATION:


Mayor

Attest:


Salem City Recorder

Date: 11-8-94

10/21/2002 10:10 FAX 803 229 7197 CITY OF GREY 010

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SANTAQUIN CITY CORPORATION:

Attest:

Kurt Beards
Mayor

Elaine Lusk
Santaquin City Recorder

Date: 11-1-94

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SPANISH FORK CITY CORPORATION:

Attest:

Marie A. Huff
Mayor

Kent R. Clark
Spanish Fork City Recorder



Date: 11-18-94

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SPRINGVILLE CITY CORPORATION:



Mayor

Attest:



Springville City Corporation:

Date: November 1, 1994

EXHIBIT 1

FIRE/EMS RECIPROCAL AID AGREEMENT OPERATIONAL PLAN

In order to provide uniformity in the application phase of this Agreement, certain procedures must be followed. These procedures are as follows:

Request for assistance under this Agreement will only be made by the Chief of the requesting jurisdiction or his or her designee. The request shall include the following basic information:

- I. Type of company or companies requested.
 - A. Engine company, truck company, brush company, water tender, snorkel company.
- II. Staffing.
 - A. All companies shall have a minimum of two firefighters.
- III. Staging Area Location.
 - A. Requesting agency shall designate a staging area. All companies shall report to the staging area.
 1. Company officer shall provide the Staging Area Officer with the name of their jurisdiction and the names of the personnel in their company.
 2. Company will stay in the staging area until they are given an assignment.

Companies or individual firefighters will not respond to incidents and freelance.

The Incident Command System will be implemented at all Reciprocal Aid Agreement incidents. If there is need for a Unified Command, caused by an incident that crossed jurisdictional boundaries, the location of the Command Post shall be announced so that officers, from various jurisdictions, can respond to the Command Post.

If companies from assisting jurisdictions are unable to communicate with the requesting agency, handie talkie radios shall be provided or assisting companies shall be assigned to work with companies that have the correct radio frequencies.

A Safety Officer shall be specially designated at all multiple agency incidents.

A universal emergency evacuation notification system must be developed for utilization at multiple agency incidents.

Companies requested under this agreement will only be utilized at actual incidents. They will not be requested to fill vacated fire stations.

Companies shall use their regular company designation preceded by their jurisdictional name if they do not have an I.C.S. assigned specific command I.C.S. designation. (Example: Orem's Engine 1; Springville's Engine 1; Provo's Engine 1.)

Command officers given assignments shall use their Incident Command System term during incident communication. (Example: Division A; Ventilation Group; Logistics Officer; Operations Officer.)

10/21/2002 10:11 FAX 801 229 7197 CITY OF OREM 2010

Resolution No. R-94-0080

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
UTAH COUNTY ENTITIES FOR MUTUAL AID
FOR FIRE AND EMERGENCY MEDICAL SERVICES.**

WHEREAS, under the Utah State Interlocal Cooperation Act, 11-13-1, 1953 as amended, political subdivisions of the State of Utah may, by contract, provide for the provision of fire and emergency medical services; and

WHEREAS, local governments in the County often need to draw on the resources of other entities to respond to large or multiple fire and medical emergencies; and

WHEREAS, it is in the best interest of our citizens to cooperate with neighboring cities and political subdivisions in the State of Utah in responding to fire and medical emergencies.

NOW THEREFORE, be it resolved by the City Council of the City of Orem as follows:

1. The Mayor is hereby authorized to execute the Interlocal Agreement which is marked as Exhibit "A" and attached hereto and incorporated herein by this reference, for the purpose of participating in mutual aid for fire and emergency medical services.
2. This resolution shall take effect immediately upon passage.
3. All other resolutions and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED AND APPROVED this 12th day of July, 1994.



Stella Welsh
CITY OF OREM, by
Stella Welsh, Mayor

ATTEST:

Melody Downey
Melody Downey, City Recorder

COUNCIL MEMBERS VOTING "AYE"

Judy Bell
Tim Christensen
Kelvin C. Clayton
Steven L. Heinz
Stephen E. Sandstrom
Stella Welsh
W. Chris Yandow

COUNCIL MEMBERS VOTING "NAY"

