

INTERLOCAL COOPERATION AGREEMENT

AN INTERLOCAL COOPERATION AGREEMENT ENTERED INTO BETWEEN HILDALE CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, HEREAFTER REFERRED TO AS "HILDALE" AND COLORADO CITY FIRE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, HEREAFTER REFERRED TO AS THE "DISTRICT"

WHEREAS, the "DISTRICT" and "HILDALE" desire to provide the best possible fire and emergency medical services in the best interest of the health and safety of the citizens of the communities served, and

WHEREAS, through an IGA automatic aid can be created to more wisely and efficiently use equipment and volunteer manpower to provide fire, medical, rescue and other emergency services within the geographical limits of both "HILDALE" and the "DISTRICT," as well as the surrounding areas as needed, and

WHEREAS, close coordination of training, standard operating procedures, interoperability and communications has proven to increase the effectiveness of emergency operations and firefighter safety, and

WHEREAS, pursuant to ARS 48-805 et seq., the "DISTRICT" has authority to enter into contracts and/or agreements of joint exercise of power with any city or town for fire protection services for all or part of the city or town area, and

WHEREAS, "HILDALE" and the "DISTRICT" have operated under an Agreement of Mutual Understanding for fire, EMS & rescue services for automatic aid, mutual aid and other cooperative/joint use of resources and manpower since the "DISTRICT" was organized in March of 1975, and

WHEREAS, "HILDALE" and the "DISTRICT" have operated under an IGA since 1999, and this continued cooperation and mutual operation between "HILDALE" and the "DISTRICT" would be advantageous for both parties, and

WHEREAS, pursuant to Utah Code Ann. S 11-13-1 et seq. (1953 as amended), "HILDALE," as a Utah City, is given authority to enter into contracts for the joint exercise of power with any public agency of any other state, exercising and enjoying all of the powers, privileges and authorities conferred by said act, and

WHEREAS, “HILDALE” and the “DISTRICT” are located contiguous to one another and could make the most efficient use of their powers by cooperating with one another to provide for fire, EMS and rescue services as well as related services that will accord best with geographic, economic, and population factors influencing the needs and development of both areas and providing the benefit of economy of scale for the overall promotion of the general welfare and safety of both areas, and

WHEREAS, the communities of Hildale and Colorado City cooperate in providing common services such as utilities, law enforcement, and streets and roads, and

WHEREAS, “HILDALE” and the “DISTRICT” are desirous of entering into an Interlocal cooperation agreement with the “DISTRICT,”

NOW THEREFORE, “HILDALE” AND THE “DISTRICT” AGREE AS FOLLOWS:

- I. PURPOSE.** The purpose of the agreement is to provide a close cooperation of resources for automatic aid fire, EMS, and rescue and other emergency services (i.e.: dispatching) with any related training and fire prevention services in accordance with the terms of the agreement.

- II. OBLIGATIONS OF THE DISTRICT.** The “DISTRICT” shall have the following duties and obligations under this agreement:
 - A.** To coordinate with the “HILDALE” Fire Chief, all fire, EMS, AND rescue services within the boundaries of “HILDALE,” using all ambulances, rescue vehicles, fire apparatus, fire stations, and associated equipment owned by “HILDALE” and the “DISTRICT” for that purpose.
 - B.** To maintain all ambulances, rescue vehicles, fire apparatus, fire stations, and associated equipment in good repair until the cancellation of this agreement or the useful life of such ambulances, rescue vehicles, fire apparatus, fire stations and/or associated equipment has expired as deemed proper by the “HILDALE” Fire Chief.

- C. To assure that all activities related to services shall be performed in accordance with policies established by “HILDALE.”
- D. To cooperate directly with the “HILDALE” Fire Chief, who shall act as the “HILDALE” IGA administrator and contact person for IGA performance.
- E. To provide a monthly Fire Department report in conjunction with the Fire Chief, to the Hildale City Council.
- F. To protect the residents of “HILDALE” at the same level of service as those of the “DISTRICT.”
- G. To provide expendable materials and supplies necessary for the services stated herein except in special conditions (i.e.: single large-scale incidents or hazardous materials incidents) within the corporate boundaries of “HILDALE” where extensive costs for replacement of materials and supplies are experienced and where the liability for such expendable materials and supplies are expressly explained by Hildale Code or by “HILDALE” and “DISTRICT” governing body approval.
- H. To keep accurate records of all calls and responses and to report such activity to the appropriate state agencies.
- I. To assure all funds which are received from “HILDALE” are accounted for accurately and make public and available all such records, pursuant to and insofar as provided by applicable Utah law.
- J. To maintain insurance on all apparatus and real property as required by law showing “HILDALE” as insured and as loss payee on all “HILDALE” owned portable equipment, apparatus, and real property.
- K. To hold harmless and indemnify “HILDALE,” its officers, agents, and employees, including costs and reasonable attorney’s fees, from any and all liability which may arise out of the actions, errors, or omissions of the “DISTRICT” administration or agents resulting in a claim (or claims) for bodily injuries or damages to persons or property, real or personal.

III. OBLIGATIONS OF HILDALE. “HILDALE” shall have the following obligations under this agreement:

- A. To compensate the “DISTRICT” for its costs in providing service pursuant to this agreement at a rate of \$6,750 per month (\$81,000 per year).
- B. To provide that all ambulance revenues collected by “HILDALE” shall be forwarded to the “DISTRICT” as they are collected, for use of operations and for lease payments.
- C. To assure that the “HILDALE” Fire Chief cooperates with the “DISTRICT” administration in frequent communications regarding fire prevention activities and other activities undertaken pursuant to this agreement, and serves as the “HILDALE” IGA Administrator.
- D. To provide and make available for use, pursuant to this agreement, all ambulances, rescue vehicles, fire apparatus, fire stations, and associated equipment.
- E. To assure that all activities related to services shall be performed in accordance with policies established by the “DISTRICT.”
- F. To assure that the “HILDALE” Fire Chief cooperates directly with the “DISTRICT” to provide a monthly Fire Department report in conjunction with the “DISTRICT” Fire Chief at the “DISTRICT” business meetings.
- G. To protect the residents of the “DISTRICT” at the same level of service as those of “HILDALE.”
- H. To maintain Worker Compensation Insurance on all fire and EMS volunteers who provide service within “HILDALE.”
- I. To hold harmless and indemnify the “DISTRICT,” its officers, agents, and employees, including costs and reasonable attorney’s fees, from any and all liability which may arise out of the actions, errors, or omissions of “HILDALE” or its agents resulting in a claim (or claims) for bodily injuries or damages to persons or property, real or personal.

IV. DURATION. The initial term of this Agreement shall be for a period of five (5) years commencing on July 1, 2015, through June 30, 2020. The Agreement shall be automatically renewed and extended for an additional term of one (1) year each for a total

of ten (10) years, unless sooner terminated pursuant to paragraph VI. This agreement may be revised at any time upon mutual agreement by both parties.

- V. FINANCING AND BUDGET.** Payments made by “HILDALE” to the “DISTRICT” pursuant to this agreement shall be financed in accordance with the provisions of Utah Code Ann. SS 10-5-101 et seq. Or SS 10-6-101 et seq. (1953, as amended) as applicable. The Fire Chief and the “DISTRICT” shall establish and maintain a budget for specified services.
- VI. TERMINATION.** This agreement may be terminated with or without cause by either party giving forty five (45) days written notice to the other party. Any property belonging to “HILDALE” which has been provided to the “DISTRICT” for use pursuant to this agreement shall thereupon be returned to the “HILDALE” Fire Chief. Any property belonging to the “DISTRICT” which has been provided to “HILDALE” for use pursuant to this agreement shall thereupon be returned to the “DISTRICT.”
- VII. PROPERTY.** All property, real and personal, owned by the “DISTRICT” or “HILDALE,” used in performing this agreement shall be provided and pre-positioned for the best interest of the entire response area, as agreed by the “DISTRICT” and the “HILDALE” Fire Chief.
- VIII. COMPLIANCE WITH LAWS.** All fire, EMS, rescue services and related services, shall be performed in strict compliance with all applicable ordinances, regulations, laws, and other requirements, including licenses, certifications, and training.
- IX. POLICIES.** All Standard Operating Procedures (SOP’s) and Policies of the “DISTRICT” shall be jointly promulgated as both “HILDALE” and “DISTRICT” SOP’s. In an effort to prevent duplication and to promote cooperation and uniformity, “DISTRICT” personnel and volunteers may represent either Hildale Fire Department or Colorado City Fire District with badges, insignias, and uniforms appropriate to the need and as approved by the “DISTRICT” Fire Chief. All members of the “DISTRICT” and/or fire, EMS and rescue personnel shall follow the policies of “HILDALE” and of the


“DISTRICT” while responding to, operating at, and returning from calls, or at training functions, as well as other activities.

X. COMMENCEMENT. This agreement shall be effective on the first day of July, 2015.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this agreement.

DATED this _____ day of _____, 2015.

Anthus Barlow, Chair of the Board
Colorado City Fire District



Philip C. Barlow, Mayor
Hildale City

ATTEST:

Karen Jessop, Board Clerk
Colorado City Fire District



Raymond Barlow, City Recorder



Approved as to Form:

Approved as to Form:

Attorney for Colorado City Fire District

Attorney for Hildale City