

**FIRE AND 911 AMBULANCE SERVICES INTERLOCAL COOPERATION
AGREEMENT**

THIS AGREEMENT made and entered into this 2nd day of November, 2022, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and Santaquin City, hereinafter referred to as AGENCY, a political subdivision of the State of Utah, with their principal offices currently located at 100 East Center Street, Provo, Utah, and 275 W Main Street, Santaquin, UT 84655 Utah, respectively.

WITNESSETH:

WHEREAS, COUNTY is responsible to provide adequate fire protection and 911 ambulance services in the unincorporated area of Utah County (Utah Code §§ 11-7-1; 11-48-101.5, 103); and

WHEREAS, the COUNTY is desirous of contracting with AGENCY for the performance of the hereinafter described services within a portion of the unincorporated area of the COUNTY to assist COUNTY to provide adequate fire protection and 911 ambulance services in the unincorporated area of Utah County; and

WHEREAS, the AGENCY has fire protection and 911 ambulance capabilities and is willing to provide fire protection, extrication, and 911 ambulance services to the COUNTY as outlined below in accordance with applicable laws, rules and regulations; and

WHEREAS, the governing body of every incorporated municipality and the board of commissioners of every county shall provide adequate fire protection within their own territorial limits and shall cooperate with all contiguous counties, municipal corporations, private corporations, fire districts, or federal governmental agencies to maintain adequate fire protection within their territorial limits (Utah Code § 11-7-1); and

WHEREAS, the governing body of each municipality and county shall ensure at least a minimum level of 911 ambulance services are provided within their territorial limits by a ground ambulance provider (Utah Code § 11-48-103); and

WHEREAS, a county may enter into a contract to receive 911 ambulance services, and a municipality may enter into a contract to provide 911 ambulance services; and

WHEREAS, all the privileges and immunities from liability which surround the activities of any county or municipal corporation fire-fighting force or fire department when performing its functions within the governmental unit's territorial limits shall apply to the activities of that governmental unit's fire-fighting force or department while furnishing fire protection outside its territorial limits under any contract pursuant to Utah Code § 11-7-3; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Utah Interlocal Cooperation Act.

NOW THEREFORE the parties hereto agree as follows:

DEFINITIONS

The following terms shall have the meaning indicated below.

Cultivated Land. Land that has been cleaned and has cultivated crops, such as grain fields.

Fire Call. Response to a fire in the unincorporated area of Utah County when notified by Dispatch except for wildland fires on state or federal property.

Hazardous Occupancies. Locations, structures or land uses defined or designated as Hazardous Occupancies by the International Fire Code.

Incident. Any occurrence where firefighting resources are committed to a scene pursuant to this Agreement in the unincorporated area of Utah County except for wildland fires on state or federal property.

Initial Attack Force. Resources initially committed to an incident.

Standby. Fire resources staged in reserve during an incident and available for emergency response.

Structure. Anything constructed, the use of which requires fixed location on the ground, or attachment to something having a fixed location upon the ground.

Wildland. Land which is in an undeveloped, natural state, lacking structures or cultivated crops.

911 ambulance services. The same as that term is defined in Utah Code § 11-48-101.5.

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and AGENCY. The term of this Agreement shall be from the execution hereof by all parties for five (5) years. The Interlocal Cooperation Agreement does not take effect until executed copies are filed with the keeper of records of each of the parties. Unless previously terminated in accordance with any prior agreements with AGENCY for fire protection services, any and all prior agreements, practices, course of dealings and understandings for AGENCY to provide fire protection services for COUNTY are hereby terminated. All future dealings of the parties related to fire protection services provided in unincorporated Utah County shall be governed by this Agreement.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

The COUNTY and AGENCY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The COUNTY and AGENCY agree that, pursuant to Section 11-13-207 Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books shall be open for examination by AGENCY at reasonable times on reasonable notice. All records created or received by the COUNTY in accordance with this Agreement shall be COUNTY records. The COUNTY and AGENCY do not intend to jointly acquire, hold, or dispose of real or personal property pursuant to this Agreement. At all times, including upon termination, all real and personal property, including all equipment used for the services provided hereunder, shall be owned, equipped, maintained, and disposed of by the party that acquires it.

Section 3. PURPOSES

This Agreement has been established and entered into between the COUNTY and AGENCY for the purpose of outlining the circumstances and conditions under which AGENCY

will provide fire protection and 911 ambulance services to a portion of the unincorporated area of Utah County.

Section 4. PROVISION OF SERVICES

A. Fire Response Area. In accordance with available equipment, personnel certification and training levels, except for wildland fires on state or federal property, AGENCY agrees to provide fire protection and 911 ambulance services to the unincorporated portions of Utah County within the fire response area(s) assigned to AGENCY (UCHL1) as indicated on the current Utah County Fire Response Area map attached as Exhibit A (hereinafter the "Fire Response Area") whenever called upon to do so by AGENCY'S dispatch center, (hereinafter "Dispatch"). If AGENCY is not dispatched by the designated COUNTY dispatching agency or Central Utah 911 dispatch, AGENCY shall direct its dispatch center to immediately notify COUNTY's designated dispatching agency or Central Utah 911 dispatch of all fires and 911 ambulance calls in the Fire Response Area. Upon notification from AGENCY'S dispatch center, Central Utah 911 dispatch will simultaneously contact the Utah County Fire Marshal for all 911 ambulance calls and fires except for wildland fires on state or federal property in the Fire Response Area unless directed otherwise by COUNTY through the COUNTY incident commander.

The COUNTY shall have no responsibility for a fire or 911 ambulance incident call answered by AGENCY outside the corporate limits of the COUNTY, an incident call answered by AGENCY within the corporate limits of any municipality, except for unincorporated islands within said limits, nor for incidents on State and Federal lands.

The COUNTY shall be responsible for the enforcement of State and County laws, including the International Fire Code as adopted by the State of Utah and COUNTY, within the Fire Response Area. The COUNTY shall be responsible to conduct appropriate onsite fire inspections within the Fire Response Area, including hazardous occupancies. The AGENCY and COUNTY shall comply with all applicable Federal, State, and Local fire response and 911 ambulance laws and regulations in carrying out its obligations under this contract. COUNTY will have no responsibility to compensate AGENCY for resources which exceed the resources directed by COUNTY through the COUNTY incident commander.

Compensation for wildland fires on Federal and State-owned properties are excluded from this Agreement. Billings for wildland fire responses on State and Federal owned properties will

be submitted to Utah County under the applicable State and/or Federal agreement in effect on the date of the fire response.

B. Standards of Operation. In accordance with available equipment, personnel certification and training levels, AGENCY agrees to provide vehicle, structure and non-structure fire protection, and 911 ambulance services, to the Fire Response Area, and to comply with all applicable laws, rules and regulations, subject to the response priorities set forth in Section 4.F. All engines and 911 ambulances dispatched on unincorporated area fires and 911 ambulance calls shall transmit and receive on Dispatch radio frequencies. All AGENCY personnel responding to a wildland fire after initial attack shall be Red Card Certified per the Utah Division of Forestry, Fire and State Lands and shall receive sufficient in-service training to maintain those levels of certification. AGENCY's fire protection services in the Fire Response Area shall be performed in substantial compliance with all applicable rules and regulations set by the National Fire Protection Association (NFPA) and National Wildland Coordinating Group (NWCG).

C. Incident Command Organization. AGENCY and the COUNTY agree to respond and operate under the Incident Command System (ICS). As appropriate, the Utah County Fire Marshal, the County Sheriff, County Fire Chief, or their designee experienced and qualified in firefighting, and the AGENCY fire chief, or his/her designee shall, at the discretion of COUNTY, establish an incident or unified command on all incidents AGENCY is dispatched to occurring within the Fire Response Area. In the absence of the Utah County Fire Marshal, the County Sheriff, or County Fire Chief, or their designee experienced and qualified in firefighting, the Incident Commander shall be the AGENCY Chief or his designee according to AGENCY'S operating procedure until transfer or relief of incident command by the Utah County Fire Marshal, the County Sheriff, County Fire Chief, or their designee experienced and qualified in firefighting, or the federal or state onsite designee for wildland fires on federal or state lands. Relief or transfer of incident command insomuch as is possible shall be orderly, face to face, and announced via dispatch to document the command transfer and inform fire personnel. The on-scene Incident Commander shall have the authority to increase or decrease the necessary level of services required per incident. The on-scene Incident Commander shall as soon as possible release equipment and personnel from an incident which are not necessary or no longer being utilized at the incident.

When responding to any fire or 911 ambulance call, AGENCY, through dispatch or otherwise, will promptly notify the County Fire Marshal or County Fire Chief, or their designee.

AGENCY's initial resources may be relieved as determined by the County Fire Marshal of County Fire Chief, or their designee. AGENCY will not be entitled to compensation if COUNTY is not notified in accordance with this Agreement.

1. Wildland fires. AGENCY will respond to wildland fires on state and federal lands only when dispatched to do so by Dispatch or the Northern Utah Interagency Fire Center (NUIFC). When AGENCY is dispatched to a wildland fire, AGENCY shall relinquish incident command to the Utah County Fire Chief, Utah County Fire Marshal, or their designees, in accordance with Section 4.C. above, or to federal/state forces whenever requested to do so. AGENCY will not act as a wildland fire incident commander unless on initial attack, or unless qualified as an incident commander under National Wildland Coordinating Group (NWCG) standards and no federal, state or county NWCG qualified incident commander is present. AGENCY personnel responding to wildland fires reported on federal/state land will be red card certified, if practicable, with required protective equipment. When responding to wildland fires on federal/state lands, AGENCY shall also comply with the Northern Utah Annual Operating Plan for Fire Management between the Forest Service, BLM, National Park Service, BIA, USFWS and the State of Utah in effect in on the date of the incident. If possible, for wildland fire responses on federal and state lands, AGENCY will only respond with the equipment and personnel indicated by the applicable NUIFC Runcard Zone in effect on the date of the incident, or as otherwise requested by NUIFC, authorized by the federal/state agency with jurisdiction or requested by the County Fire Chief or their designee. AGENCY resources responding to a wildland fire shall be capable of accessing and actively suppressing a wildland fire, shall meet NWCG engine classifications.

When responding to wildland fires, AGENCY will also promptly notify NUIFC upon arrival on scene. Upon receipt of a fire size up, the agency with jurisdiction will provide AGENCY with guidance and authorization. The agency with jurisdiction shall relieve AGENCY's initial resources as determined by the federal/state duty officer, the County Fire Chief or their designee, unless a documented field agreement (documentation such as dispatch log could be sufficient) is made to continue authorized actions. AGENCY will also advise the federal/state land manager with jurisdiction, the County Fire Marshal

or County Fire Chief as applicable when responding to non-wildland fire incidents on state and federal lands.

D. Reports and Billing. Within 30 days of an incident, AGENCY shall submit to COUNTY a completed copy of the Utah Fire Incident Report System (UFIRS) report for any fire call, and a copy of COUNTY's 911 ambulance billing report for any 911 ambulance call, within the Fire Response Area with all applicable sections for each fire incident accurately completed. County shall acknowledge receipt of all billing reports as soon as practicable. For each fire incident or 911 ambulance call, AGENCY shall report each piece of equipment to Central Utah 911 dispatch, AGENCY's applicable dispatch, or another governmental dispatch center which is sent to, and necessary for the incident, enabling Dispatch, for each piece of equipment, to document the time of departure for the incident, time of arrival at the incident, departure from the incident, the return of the equipment to the station and when the equipment is available for another incident. Time billed for equipment and manpower shall be determined by dispatch logs, and as accepted, at COUNTY's discretion, by COUNTY. Rehabilitation time necessary to restore equipment to operational status terminates once the resource is placed back "in-service" or "available". No rehabilitation time for equipment shall exceed two hours.

AGENCY shall also submit to COUNTY a fully completed and accurate Utah County Fire Report and Billing Form within 30 days of each incident. This report and the UFIRS report are necessary for the purpose of receiving reimbursement for fighting fires based on the rates set forth in this Agreement. In order to track all expenses related to fire suppression and 911 ambulance calls, billing shall, for each piece of equipment, be based on the entire time that each piece of AGENCY equipment is responding to the fire or 911 ambulance call at the rates listed in Exhibit "B" as documented by dispatch logs. Providing the County Fire Report and Billing Form and the UFIRS report to COUNTY in a timely manner, within 30 days of an incident, is a requirement for payment of services. AGENCY will refund COUNTY for any expenses reimbursed to AGENCY from third parties which are paid to AGENCY by COUNTY.

The AGENCY shall at any time during normal business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination, all of its records and data with respect to any specific incidents in the unincorporated area of Utah County to which the AGENCY responds and shall permit the COUNTY or its authorized agent or representative to

audit and inspect all invoices, materials, payrolls, records of personnel and conditions of employment and other data relating to incidents covered by this Agreement.

The AGENCY agrees to provide COUNTY with a copy of any Interlocal Mutual Aid Fire Protection Agreement or similar 911 ambulance service agreement which the AGENCY has or subsequently enters into with any other municipality. AGENCY consents to COUNTY becoming a party to all Interlocal Mutual Aid Fire Protection Agreements between municipalities. County's membership therein will not, in any way, obviate its obligation to make the payments and honor the other commitments of this Agreement.

E. Water. AGENCY agrees to respond to all residential structure calls for service with an appropriate amount of water, as determined by incident command, or, if possible, not less than 2000 gallons of water (total combined in all responding vehicles) and with the ability to replenish that supply.

F. Multiple Alarms. Alarms for fire suppression, 911 ambulance services, or other responses within the Fire Response Area shall be answered in the sequential order in which they are received insofar as is practical. When multiple incidents require AGENCY to respond simultaneously to an in-city and an unincorporated area alarm, or to two or more unincorporated area alarms, responses shall be based upon the following priorities:

1. All in-city 911 ambulance calls.
2. All in-city fire alarms.
3. Unincorporated 911 ambulance calls.
4. Unincorporated area fire alarms involving structures.
5. Unincorporated area fire alarms involving vehicles.
6. Unincorporated area fire alarms involving cultivated lands in the Fire Response Area when called by Dispatch or at COUNTY'S request.
7. Unincorporated area alarms involving a wildland fire posing a threat to forest, range, or watershed lands in the Fire Response Area when called by NUIFC for federal/state lands.
8. Other fires in the Fire Response Area when called by Dispatch or at COUNTY'S request.

Once a response has occurred, AGENCY will not leave the call prematurely. Subject to Section 4.C., when AGENCY responds under this Agreement, AGENCY personnel and equipment will

remain at the scene, which in the best judgment of the Incident Commander are adequate and necessary for the incident.

G. Service Outside Designated Fire Response Area. The COUNTY shall pay AGENCY upon presentation of an itemized bill for service in unincorporated Utah County outside the Fire Response Area whether covered by a mutual aid agreement or not, according to the rates in effect under this Agreement on the date of the incident, whenever:

1. AGENCY is called upon to assist another municipality through an on-scene incident commander or designee at an incident within the unincorporated area of Utah County and outside AGENCY'S Fire Response Area, or;

2. AGENCY is called at COUNTY request to provide first response to an incident within the unincorporated area of Utah County outside the Fire Response Area.

H. County Responses within Agency. If COUNTY responds to an incident within the AGENCY city limits, COUNTY may bill AGENCY using the rates contained in Section 5 below for any response requested by AGENCY.

I. Miscellaneous. AGENCY shall request, and COUNTY shall, if manpower and resources permit, remain or report to a fire incident or 911 ambulance call in the Fire Response Area after a fire has been extinguished or 911 ambulance service has been rendered if necessary for any purpose, including but not limited to, fire or criminal investigations, flare up control, and standby. AGENCY shall respond to the scene of a fire incident or 911 ambulance call, regardless of whether the route to the incident occurs on or off paved roads.

Section 5. COMPENSATION

A. Guaranteed Fire Apportionment Payment. AGENCY agrees that the Guaranteed Fire Apportionment Payment will provide COUNTY with incident coverage for the first hour of response to an incident.

1. A Guaranteed Fire Apportionment Payment is to be paid to the AGENCY by the COUNTY and shall be calculated based on the formula described in EXHIBIT B attached hereto and incorporated herein by this reference. Beginning each AGENCY fiscal year, AGENCY shall receive notice of the amount of the Guaranteed Fire Apportionment Payment, which shall be paid in quarterly payments due the first week of July, October, January, and April, plus any hourly sum due pursuant to this section, which hourly sums

shall be due within thirty (30) days of billing. Quarterly payments shall be made by COUNTY pursuant to the formula set forth herein. The Guaranteed Fire Apportionment Payment shall be adjusted annually in order to make a fair distribution of funds, based on the number of county improved parcels, AGENCY responses to COUNTY fires, annexations, and COUNTY fire expenditures. Responses shall be based on a five-year average of the five most current years for which data is available. The total amount available for the Guaranteed Fire Apportionment in SCHEDULE B shall be modified annually based on the property tax collections in Utah County Special Service Areas 7 and 9. AGENCY may bill, and COUNTY is obligated to pay in accordance with said corresponding bills, and in accordance with this agreement, starting January 1, 2022.

2. The COUNTY agrees to pay AGENCY for AGENCY manpower and AGENCY equipment for fire services under this Agreement in accordance with the Engine Classifications, Apparatus Classifications, Water Tender Requirements, and vehicle, equipment and personnel Standard Rate Structure for FD Engines and FD Rates for apparatuses contained in the Utah Division of Forestry, Fire and State Lands Fire Department Manual in effect on the date of the fire incident or as otherwise stated in Exhibit C. Only AGENCY volunteers and employees and AGENCY owned resources are reimbursable under this Agreement. COUNTY agrees to make payment to AGENCY for each piece of AGENCY equipment dispatched to an incident by Dispatch as documented by dispatch logs. The Guaranteed Fire Apportionment Payment will reduce the amount billed for the first hour of an incident and will be deducted from the total billing.

3. Manpower not included in the Standard Rate Structure for FD Engines or FD Rates for FEPP Engines will be compensated as provided below. Equipment not provided for above, not listed in Exhibit "C" or not subject to FEPP rates will be billed as provided in the Utah Division of Forestry, Fire and State Lands Fire Department Manual in effect on the date of the fire incident. Only AGENCY volunteers, employees and AGENCY owned resources are reimbursable under this Agreement.

B. 911 Ambulance Compensation. COUNTY will pay AGENCY the amount listed in the 2022 Utah Fire Department Manual and Rates produced by the Utah Division of Forestry, Fire & State Lands, as amended, which manual is incorporated herein by this reference, for ambulance services per hour per 911 ambulance call.

C. Billing. The UFIRS report, Utah County Fire Report, and applicable COUNTY 911 ambulance billing report and Billing Forms complying with Section 4.D detailing the services rendered must be submitted as provided in Section 4.D. All Utah County Fire Report, Billing Forms, and AGENCY 911 ambulance report for fires and 911 ambulance calls occurring in the month of December must be submitted on or before January 31st of the ensuing year. Utah County has no obligation to pay invoices not submitted in a timely manner. Prior to payment, all invoices must be verified and approved for payment by the Utah County Fire Department of the Utah County Sheriff Office or the Utah County Fire Marshal's Office as applicable. For services paid by the hour, the time shall be rounded to the nearest minute.

D. Responses on State or Federal Lands. AGENCY will seek reimbursement for all costs expended by AGENCY for wildland fire responses located on state and federal lands in accordance with the state and federal agreements in effect on the date of the incident and this Agreement. AGENCY shall assist COUNTY in receiving state and federal reimbursement for fighting wildland fires on state and federal lands by remitting fully completed and accurate County Fire Report and Billing Forms and the UFIRS reports for each wildland fire incident based on the applicable rates for wildland fires on state and federal lands. These reports and billing forms are not a bill, but merely an accommodation to COUNTY. The COUNTY is not responsible to AGENCY for state and federal land wildland fire response payments that are not reimbursed from state or federal sources.

E. One AGENCY ambulance will be compensated per structure fire alarm in the Fire Response Area as provided in this Agreement. Additional ambulances may be compensated if deemed necessary by COUNTY.

Section 6. METHOD OF TERMINATION

This Agreement will terminate pursuant to the provisions of Section 1 of this Agreement. Prior thereto, either party may terminate this Agreement upon ninety (90) days prior written notice of termination to the other party.

Section 7. INDEMNIFICATION AND HOLD HARMLESS

COUNTY and AGENCY are each agencies or subdivisions of the State of Utah. Each of the parties agrees to indemnify and save harmless the other for damages, claims, suits and actions

arising out of their own acts or omissions including negligence undertaken in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the liability limits set forth in the Utah Governmental Immunity Act, Utah Code § 63G-7-604 and that neither party waives any of the provisions, protections and immunities of the Utah Governmental Immunity Act. In the event of a claim against COUNTY or AGENCY arising out of AGENCY's provision of fire protection services under this Agreement, each party shall maintain their own defense in any action in which they are a party. The AGENCY and COUNTY shall be entitled to all the privileges and immunities granted under Utah Code Title 11 Chapter 7.

Section 8. INSURANCE

AGENCY shall carry commercial general liability insurance through AGENCY'S insurer in the minimum amounts stated in UCA 63G-7-604 or in such minimum liability limits established by the state risk manager pursuant to UCA 63G-7-604, to insure against loss or liability arising out of AGENCY's provision of fire protection services pursuant to this Agreement. AGENCY shall name COUNTY as a certificate holder on this insurance and provide COUNTY with proof of maintaining the required insurance. In the event of a claim against COUNTY or AGENCY arising out of AGENCY's provision of fire protection services under this Agreement, each party shall maintain their own defense in any action in which they are a party.

Section 9. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the Utah County Clerk and with the official keeper of records of AGENCY and shall remain on file for public inspection during the term of this Agreement.

Section 10. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to an authorized attorney for review as to proper form and compliance with applicable law as required by Utah Code § 11-13-202.5(3), and (d) filed in the official records of each party.

Section 11. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 12. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 13. MISCELLANEOUS PROVISIONS

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

Time shall be of the essence.

In the event that litigation is necessary to enforce this Agreement against either Party, the prevailing party shall be entitled to reasonable attorney's fees against the other party.

Section 14. SUCCESSORS AND ASSIGNMENT

This Interlocal Cooperation Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto. Neither AGENCY nor COUNTY shall assign, sublet or transfer the performance of, or its interest in, this Agreement without the written consent of the other.

Section 15. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder:

Utah County
c/o Kirk Bertelsen
100 East Center Street
Provo, Utah
ucfm@utahcounty.gov

City Name
c/o [insert contact name]
[insert address]
[insert email]

Section 16. INTERPRETATION

The invalidity of any portion of this Interlocal Cooperation 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 all genders and business entities. The paragraph and section headings are for convenience only and do not constitute a part of the provisions hereof. Waiver by either party of any provision or term of this Interlocal Cooperation Agreement shall not be construed by the other party as a waiver of any subsequent breach of the same provision or term.

Section 17. NO PRESUMPTION

Should any provision of this Interlocal Cooperation 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 the 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 all parties have participated in the preparation hereof.

Section 18. ENTIRE AGREEMENT

This Interlocal Cooperation Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, on the dates listed below.

UTAH COUNTY

Authorized and passed on the 2nd day of November, 2022.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:

Thomas V. Sakievich

4986D9F04AD4EB
Thomas V. Sakievich, Commission Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

DocuSigned by:

Alice Black

By: _____

Deputy 2937075D91C74DB...

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

DAVID O. LEAVITT
Utah County Attorney

DocuSigned by:

David O. Leavitt

By: _____

Deputy B2D92CE347C04B9...

AGENCY: Santaquin City

Authorized and passed on the 4th day of October, 2022.



[Signature]
Mayor

ATTEST:

[Signature]
City Recorder

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: [Signature]
City Attorney

EXHIBIT A
FIRE RESPONSE AREA MAP

EXHIBIT B
GUARANTEED FIRE APPORTIONMENT FORMULA

$$\text{Base Ratio} = \frac{1}{2} (A/B) + \frac{1}{2} (C/D)$$

Guaranteed Fire Apportionment Payment = (Base Ratio) X (annual property tax collected in service Areas 7 and 9 less County Fire Related Expenses)

A = Number of unincorporated area fire responses within AGENCY'S Fire Response Area, five-year average.

B = Number of fire responses within the entire unincorporated area, five-year average.

C = Number of taxable unincorporated area parcels within AGENCY'S Fire Response Area, with improvements greater than \$15,000.

D= Total number of taxable unincorporated area parcels, with improvements greater than \$15,000.

The total dollars available will be adjusted annually, based on the fire related tax collected in Utah County Special Service Areas 6, 7, and 9, less County Fire Related Expenses.

EXHIBIT C
COMPENSATION RATES

EQUIPMENT

Equipment will be compensated at the Standard Rate Structure for FD Engines or FD Rates for FEPP Engines contained in the Utah Division of Forestry, Fire and State Lands Fire Department Manual in effect on the date of the incident, unless otherwise provided in Section 5 or as indicated below for equipment not included in the Standard Rate Structure for FD Engines or FD Rates for FEPP Engines contained in the Utah Division of Forestry, Fire and State Lands Fire Department Manual.

	<u>Equipment/Incident</u>	Fee
1.	Extrication	\$200.00/extrication actually performed
2.	False Alarm or wrongful dispatch	\$200.00 per dispatch
3.	Aerial Apparatus	\$245.00/hour

Minimum Standards for Engine Type

Components	1	2	3	4	5	6	7
Pump Capacity (GPM)	1000	500	120	70	50	50	20
Tank Capacity (Gallons)	400	400	500	750	500	200	125
Hose 2 1/2" (feet)	1200	1000					
Hose 1 1/2" (feet)	400	500	1000	300	300	300	200
Hose 1' (feet)	200	300	300	300	300	300	200
Ladder (Feet)	20	20					

Heavy Stream (GPM)	500						
Personnel	4	3	3	3	3	3	2

Rates for Federally owned equipment (FEPP), used to fight fires, will be billed according to the State Federal Excess Rates (66% of Great Basin Rates) to be updated annually, and do not include personnel costs.

ADDITIONAL PERSONNEL

Unless otherwise stated in the Utah Division of Forestry, Fire & State Lands Fire Department Manual and Rates in effect at the time of the incident, additional necessary on scene personnel not included in the Equipment rates shall be paid \$15 per hour per person for each person that is not a certified fire fighter. To the extent possible, only certified fire fighter personnel will respond to structure fires. Personnel responding to wildland fires other than initial attack must have red card certification. Structure fire personnel rates shall be determined as calculated in the Utah Division of Forestry, Fire & State Lands Fire Department Manual and Rates in conjunction with the FEMA Skills Crosswalk Wildland Training for Structural Firefighters attached hereto as Exhibit D.

EXHIBIT D
FEMA SKILLS CROSSWALK WILDLAND TRAINING FOR STRUCTURAL
FIREFIGHTERS