INTERLOCAL AGREEMENT
AUTOMATIC MUTUAL AID – FIRE RESPONSE

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of _____ ,2016, notwithstanding a later execution date, by and between Santa Clara City, a municipal corporation of the State of Utah ("Santa Clara") and Ivins City, a municipal corporation of the State of Utah ("Ivins"), collectively the "Parties."

RECITALS

WHEREAS, the Parties both staff and maintain fire stations for the health, safety and welfare of their citizens; and

WHEREAS, the Parties each has the ability to provide mutual aid to the other when not otherwise committed to another emergency; and

WHEREAS, the Parties are each required to have a minimum of four (4) safety equipped firefighters on the scene of an incident prior to making an interior attack or entering into an environment that is immediately dangerous to health and life (IDHL); and

WHEREAS, in an effort to increase the effectiveness of providing fire protection to both Parties by increasing the number of responding firefighters and quicker response times to certain defined incidents, the Parties desire to enter into this Agreement to automatically provide mutual aid to each other for such defined incidents; and

WHEREAS, the Parties wish to create this Agreement in compliance with the provisions of the Utah Interlocal Cooperation Act found in Chapter 13, Title 11, Utah Code Annotated, as amended (the "Act");

NOW, THEREFORE, in furtherance of the Act and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the Parties herby agree as follows:

AGREEMENT

1) **Definitions.**

   a) "Automatic Mutual Aid" means the automatic response to an incident of the closest identified available resource via emergency dispatch center request to an adjacent fire jurisdiction regardless of jurisdictional boundaries.

   b) "Emergency Command Center" means St. George Consolidated Communications Center.

   c) "Incident" means those incidents specifically identified and set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

   d) "Incident Command System" means a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

e) "Standard Operating Procedure" means established procedure to be followed in carrying out a given operation or in a given situation.

2) Automatic Mutual Aid Area. The Parties agree to provide automatic mutual aid to each other within the geographical area comprising the city limits of both Parties.

3) Scope of Service. Upon receiving an emergency call to respond to an incident, the Parties, as available, shall respond with an engine company consisting of a minimum type two (2) engine and a minimum of three (3) firefighters. Ivins City will provide T-121, E121, and M121 when available. When responding, the Parties shall insure that:

   a) all the personal protective clothing and equipment shall be used by all responding firefighters on the scene of an incident;

   b) the command and tactical frequency assigned by the Emergency Command Center shall be utilized on an incident; and

   c) the unit first arriving at the incident scene shall assume command of the incident until relieved by an equal or superior officer of the agency having jurisdiction; and

   d) the agency first arriving may cancel any further response to the incident if that agency is capable of handling the incident and the responsible jurisdiction duty officer is so notified.

4) Cost of Service. There shall be no cost of service for automatic aid responses. Each Agency is responsible for its own cost such as personnel cost and equipment used.

5) Training. The Parties and the District shall minimally train together quarterly on Standard Operating Procedures which apply to each organization. Standard Operating Procedures and the Incident Command System shall be utilized on all incidents.

6) Term of Agreement. This Agreement shall become effective upon appropriate approval by both Parties. Either party may withdraw from this Agreement at any time by providing written notice thereof to the other party. The term of this Agreement shall be for one (1) year and shall be automatically renewed for successive one (1) year terms unless terminated by written notice from one party to the other.

7) Amendment to Agreement. This Agreement may be amended in writing by mutual agreement of the Parties.

8) Indemnification. The Parties agree to indemnify, defend, and hold each other free and harmless, including its officials, directors, and employees, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses including, but not limited to, attorney's fees, which may arise as a result of the indemnifying party's negligent acts or omissions committed in the performance of the obligations created by this Agreement.

9) Entire Agreement. This Contract contains the entire agreement between the parties and supersedes any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Contract shall be binding. This Contract may not be amended except by mutual agreement of the parties reduced to writing and signed.

IN WITNESS THEREOF, the Parties have executed this Agreement effective the day and year first above written.

SANTA CLARA CITY:

Rick Rosenberg, Mayor

Dan Nelson, Fire Chief

ATTEST:

Chris Shelley, Santa Clara City Recorder

IVINS CITY:

Chris Hart, Mayor

Randy Hancey, Fire Chief

ATTEST:

Kari Jimenez, Ivins City Recorder

Exhibit "A"

Incident referred to is a structure fire response. Upon receipt of a structure fire call from the Communications Center, the auto aid agreement will take effect. Resources agreed upon herein will be automatically dispatched.

Resources agreed upon for structure fire response:

Ivins Fire Dept. will send T121 and E121 and M121 when available to Santa Clara.

Santa Clara Fire Dept. will send E32 and E34 to Ivins.