

## AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, and becomes effective on January 1, 2021, by and between the CACHE COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY (CCEMS) an interlocal entity or association organized and existing under the laws of the State of Utah, and HYRUM CITY (the "CITY"), a body corporate and politic of the State of Utah. CCEMS and the CITY may be each be referred to individually herein as a Party and collectively herein as the Parties.

This AGREEMENT is made and entered into by and between the parties based upon the following:

- A. CCEMS is a duly created interlocal entity that provides emergency medical ground ambulance service (EMS) in Cache County. CCEMS includes all areas within the county, with the exception of Logan City and areas serviced by Logan City as designated by the Utah Bureau of EMS.
- B. CCEMS is desirous of ensuring EMS services in all licensed areas of the county and is responsible under Utah law to provide for the above mentioned services in the unincorporated portions of the COUNTY.
- C. The CITY maintains and operates a municipal fire department and/or first responder medical unit that provides EMS services at their designated licensure level in the incorporated limits of the CITY.
- D. CCEMS possesses a ground transport ambulance license for EMS from the Utah Bureau of Emergency Medical Services and Preparedness and is responsible to provide EMS in all areas of the county designated by the EMS license.
- E. The CITY is desirous of ensuring EMS in the incorporated areas of the CITY.
- F. This agreement for EMS is deemed to be in the best interest and for the general welfare of the CITY, Cache County, and CCEMS.

NOW THEREFORE, based upon the mutual consideration and mutual conditions contained herein, the parties hereto do hereby agree as follows:

- 1. The CITY agrees to:
  - a. Provide or contract to provide extrication as their ability, training, staffing, and equipment will allow within the unincorporated areas of the Zone, which is defined in Attachment A hereto; and,
  - b. Pay CCEMS on January 1, 2021 seven dollars and fifty cents (\$7.50) per capita based on current U.S. Census estimates for persons living in the incorporated area of the City for EMS to be provided for January 2021-June 2021 and, thereafter, pay annually on July 1, fifteen (15) dollars per capita with an increase of 3% per year beginning July of 2021 based on current U.S. Census estimates for persons living in the incorporated area of the CITY for EMS to be provided.

2. CCEMS agrees to:
  - a. Provide EMS to the CITY which includes ground ambulance response and transport of the sick and injured at the license level approved to CCEMS by the Utah Bureau of EMS and Preparation; and
  - b. Replace CITY purchased medical supplies used at each incident; and
  - c. Fund and coordinate Medical Control services to the CITY EMS unit; and
  - d. Provide EMS and other emergency related training to CITY EMS personnel except that CITY shall pay EMS testing fees; and
  - e. Provide annual Emergency Vehicle Operations training.
  
3. MUTUAL AND AUTOMATIC AID:
  - a. The CITY Fire/EMS Department shall have, through this Agreement, mutual and/or automatic aide with any other department or agency which holds a current agreement with CCEMS. In return, the CITY agrees to provide the same service to other departments contracting with CCEMS.
  - b. The CITY agrees to respond with only those resources requested by dispatch when responding to automatic/mutual aid calls. Furthermore, the CITY agrees to send only certified responders to calls outside of the Zone.
  
4. This Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws or local ordinances upon the CCEMS Service Area Director or the CITY's Fire/EMS Chief as Authority Having Jurisdiction under the Utah State Fire Code.
  
5. This Agreement supersedes any previous agreement entered into by and between the CITY and CCEMS for fire EMS.
  
6. Unless sooner terminated as hereinafter provided, the term of this Agreement shall be for a period of 4 years commencing January 1, 2021. The Agreement shall automatically renew for an additional 4 years on each anniversary date of this Agreement under the same terms and conditions as set forth herein, unless a Party delivers written notice to the contrary to the other Party at least thirty (30) days prior to the date of expiration.
  
7. This contract may be terminated by either Party because of the other Party's failure to perform any of its obligations under the Agreement by giving written notice of termination to the defaulting Party. Termination of the Agreement will become effective ninety (90) days after such written notice is delivered to the defaulting Party.

8. This Agreement and the Parties' performance under this Agreement shall be governed by the laws of the State of Utah.
9. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either Party, without the express, written consent of the other Party.
10. This Agreement and the Attachments thereto constitute the entire agreement for EMS response between CCEMS and the CITY. The Parties acknowledge that there are no other underlying agreements, oral or written, pertaining to the terms of this Agreement.
11. CCEMS and the CITY can amend this contract only by a writing executed during the time this Agreement is in force.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following dates.

\_\_\_\_\_  
By: Stephanie Miller  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:  
CCEMS Board Chairman

\_\_\_\_\_  
Date