

**CONTRACT FOR MANAGEMENT OF THE TERRA FIRE DEPARTMENT, TERRA VOLUNTEER FIREFIGHTERS,
AND COUNTY FIRE APPARATUS/EQUIPMENT ASSIGNED TO THE TERRA FIRE DEPARTMENT**

This AGREEMENT made and entered into by and between TOOELE COUNTY, a county of the State of Utah (hereinafter "County") and Gerald C. Neil, who is considered a "private contractor" (hereinafter "Contractor") under the Internal Revenue Service's general rule according to Fact Sheet FS-2017-09.

RECITALS

WHEREAS, County is desirous of appointing an individual to manage daily operations of the Terra Volunteer Fire Department to provide adequate and timely response to emergency calls within the Terra Volunteer Fire Department jurisdiction; and

WHEREAS, County is willing to provide a stipend for Contractor;

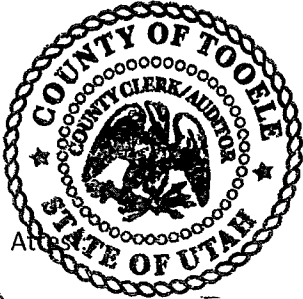
NOW, THEREFORE, for and in consideration of these recitals and the other good and valuable consideration set forth herein, County and Contractor do hereby agree as follows;

1. Day to Day Management to be Provided by Contractor to County for the Terra Volunteer Fire Department; Including the Building, Grounds, Volunteers, Apparatus, Equipment, General Paperwork, and Scene Management of Emergency and Non-Emergency Responses. In exchange for the payments from County as set forth in this Agreement, Contractor shall provide day to day management of the Terra Volunteers Fire Departments building, grounds, volunteers, apparatus, equipment, general paperwork, and scene management of emergency responses as follows:
 - a. Building and Grounds. Contractor will ensure that the Terra Fire Department building and grounds are kept clean, organized, and operational to meet OSHA standards of a safe working environment and to ensure functionality of the workspace. County will provide support to ensure this expectation can be achieved.
 - b. Volunteers. Contractor will supervise volunteer firefighters as subordinates. Contractor is expected to provide clear, concise direction to the volunteers through the means of written or verbalized standard operating guidelines. Contractor will ensure that volunteers have the adequate training, experience, certifications, safety equipment, and tools to complete any given assignment. Unqualified and or inexperienced volunteers must have adequate and direct supervision at all times. County will provide support to ensure this expectation can be achieved.
 - c. Apparatus. Contractor will ensure that all apparatus are regularly inspected, serviced, and safe to operate. Apparatus will be required to pass DOT safety inspections on an annual basis. Equipment stored on apparatus will be inventoried, safely secured, and organized for ease of use. County will provide support to ensure this expectation can be achieved.
 - d. Equipment. Contractor will ensure equipment meets NFPA and NWCG standards for incident response. Equipment is to be well maintained, kept clean and in operational condition, inventoried, and stored in an organized manner and to manufacturer

specifications. Equipment is not to be used for any reason beyond what it is designed to do. County will provide support to ensure this expectation can be achieved.

- e. General Paperwork. Contractor will submit accurate and complete reports, tracking sheets, and invoices related to department management and incident response as required by partnering agencies and as directed by County. County will provide support to ensure this expectation can be achieved.
 - f. Scene Management of Emergency and Non-Emergency Responses. Contractor will provide scene management at emergency and non-emergency responses. This could include coordination with other agencies, supervising multiple agencies, and or supervising a portion of the responders under another commander's direction. County expects Contractor to follow industry standards when setting objectives and implementing tactics with firefighter and public safety always being the primary objective. County will provide support to ensure this expectation can be achieved.
2. Payment from County to Contractor for Department Management Services. In exchange for the department management services from Contractor as set forth in this Agreement, County shall pay Contractor as follows:
 - a. The sum of Five Thousand Dollars (\$5,000.00) from County shall be considered a "retention" and "signing" bonus paid to Contractor as a sign of recognition for over 30 years of unpaid volunteer labor and to solidify, in good faith, the terms of this contract moving forward.
 - b. The sum of Eight Hundred Dollars (\$800.00) shall be a monthly stipend paid to Contractor from County as payment for services rendered.
 1. Terms of Payment. County is hiring Contractor for services rendered and is to pay Contractor on a month to month basis. This Agreement can be terminated without cause and for any reason by either County or Contractor, upon thirty (30) days written notice, which will terminate payments immediately. This stipend amount will not change based on either how much time or effort Contractor expends; or based on the accomplishments of the Terra Volunteer Fire Department.
 2. County Officials in Charge: The Terra Volunteer Fire Department is a County entity that is supervised by Tooele County. Contractor is to report to and follow the direction of officials designated by County. The building, grounds, apparatus, and equipment are property of County and are ultimately managed by County. This agreement gives a delegation of authority to Contractor to make the necessary decisions in the best interest of County. Purchases and maintenance costs related to the above named items are to be requested from Contractor to County and must have County approval.
 3. Indemnification and Hold Harmless. County shall indemnify and hold Contractor harmless of and from any and all liability arising out of any negligent act or negligent failure to act, or other negligent activity of Contractor in its provision of services under this Agreement.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.



TOOELE COUNTY

By: _____

Wade B. Bitner

Wade B. Bitner
Chairman Tooele County Commission

By: _____

Marilyn K. Gillette
Marilyn Gillette, County Clerk

Date: _____

1 October 2012

Approved as to form:

By: _____

Scott A. Broadhead
Scott A. Broadhead, County Attorney

Date: _____

10/1/12

PRIVATE CONTRACTOR

By: _____

Gerald C. Neil

Contractor, Gerald C. Neil