

RESOLUTION NO. 02-03-2018

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING THE  
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT  
FOR EMERGENCY MEDICAL SERVICES WITH THE TOWN OF GOSHEN**

WHEREAS, both Santaquin and Goshen have the responsibility to provide certain ambulance and EMT services for their respective communities; and

WHEREAS, Goshen presently provides EMT First Responder services to the Town of Goshen and surrounding areas, but is not licensed to provide any transport services; and

WHEREAS, Santaquin is licensed to provide both First Responder and Transport services; and

WHEREAS, the location of each municipality is such that it would be an advantage to cooperate in the responsibilities for providing EMT services to particular areas of responsibility and sharing in the costs of certain equipment; and

WHEREAS, Santaquin and Goshen desire now to enter into an interlocal agreement pursuant to the provisions of Utah Code Ann. § 11-13-101 et seq. (1953 as amended) to accomplish the goals set forth herein;

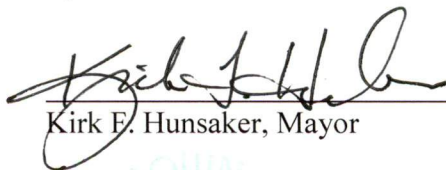
NOW, THEREFORE, BE IT RESOLVED by the Santaquin City Council as follows:

Section 1. The terms and conditions of the agreement titled "Interlocal Cooperation Agreement Between Santaquin City and the Town of Goshen for Emergency Medical Services" ("the Agreement"), a copy of which is attached hereto as Exhibit A, are in the best interests of the City of Santaquin.


Section 2. The Mayor and City Recorder are hereby authorized to execute the Agreement and all documents reasonably necessary to accomplish the purposes thereof.

Section 3. This Resolution shall take effect upon adoption by the City Council.

Adopted and approved this 21<sup>st</sup> day of February, 2018.

  
Kirk E. Hunsaker, Mayor

ATTEST:

  
Susan B. Farnsworth, City Recorder



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN SANTAQUIN CITY AND THE TOWN OF GOSHEN  
FOR EMERGENCY MEDICAL SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into this 21<sup>st</sup> day of **February, 2018**, by and between SANTAQUIN CITY, a Fourth-class city of the State of Utah, (hereinafter referred to as “Santaquin”), and the TOWN OF GOSHEN, a municipality of the State of Utah (hereinafter referred to as “Goshen”).

**WHEREAS**, both Santaquin and Goshen have the responsibility to provide public safety services on behalf of its residents; and

**WHEREAS**, Santaquin has the responsibility to provide Emergency Medical Services (EMS) within a geographical boundary established by the State of Utah, which includes the boundaries of Goshen; and

**WHEREAS**, Santaquin has an established Emergency Medical Services unit provided through its Fire Department complete with physical facilities, equipment, administration and personnel, of sufficient capacity to serve the needs of the geographical boundary established by the State of Utah which is inclusive of, but not limited to, Santaquin and Goshen; and

**WHEREAS**, both Santaquin and Goshen desire to enter into an Interlocal Cooperation Agreement to better accommodate the EMS Services and needs of both municipalities; and

**WHEREAS**, the governing body of each of the parties has by resolution agreed to adopt this Agreement for the provision of EMS services;

**NOW, THEREFORE**, the parties hereto agree as follows:

**Section 1. EFFECTIVE DATE; DURATION**

Santaquin and Goshen intend that this Interlocal Cooperation Agreement (“Agreement”) shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon approval and execution hereof by the governing bodies of Santaquin and Goshen. Although by law, an Interlocal Cooperation Agreement is not effective until executed and filed with each of the respective parties as established in Section 8 hereof, once effective this Interlocal Cooperation Agreement shall apply to the relationship of the parties as of July 1, 2017, shall remain effective until its anniversary date, which is defined herein to be June 30, 2018, and shall automatically renew for further one year periods unless otherwise terminated as provided for herein. This Agreement shall not, in any event, continue to renew for a period longer than fifty (50) years from the effective date hereof.

**Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT**

Santaquin and Goshen neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. Santaquin and Goshen agree that, pursuant to Section 11-13-7, Utah Code Annotated, 1953, as amended, the

governing body of Santaquin shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement neither anticipates nor provides for any organizational changes in the parties. Santaquin agrees to keep all books and records required by this Agreement in such form and manner as the Santaquin Auditor shall specify and further agrees that said books shall be open for examination by Goshen at reasonable times. All records created or received by Santaquin in accordance with this Agreement shall be Santaquin records. The parties agree that no joint, real or personal property will be acquired, held, or disposed of as part of this Agreement.

### **Section 3. PURPOSES AND DESCRIPTION OF SERVICES**

3.1 This Interlocal Cooperation Agreement has been established and entered into between Santaquin and Goshen for the purpose of providing Emergency Medical Services by the Santaquin City Fire Department.

3.2 Santaquin City EMS personnel shall remain solely employees of Santaquin City for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing. All such purposes shall be handled exclusively by, and at the sole discretion of, Santaquin City.

3.3 Goshen EMS personnel shall remain solely employees of Goshen for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing. All such purposes shall be handled exclusively by, and at the sole discretion of, Goshen.

3.4 Goshen's EMTs and Paramedics, certified by the State of Utah, can elect to be included on the Santaquin Fire/EMS Roster. Goshen's EMTs and Paramedics are invited to participate in all Santaquin Fire/EMS training and drills. If personnel will be recertified by Santaquin FIRE/EMS, all required training and documentation must be submitted to Santaquin's EMS Training Officer. EMTs/Paramedics from Goshen will be compensated by Santaquin for transports (in any area), based on Santaquin Fire/EMS wages. Goshen EMTs/Paramedics shall be paid quarterly, where applicable, along with normal Santaquin Fire/EMS payroll.

3.5 Goshen's Fire Jurisdiction area will be included under Santaquin's EMS license for ground medical transport. Santaquin Fire/EMS will provide first-in service, response and transport for medical calls. Santaquin Fire/EMS will bill patients for ambulance service and transports.

3.6 Goshen's ambulance vehicle will be included under Santaquin's EMS license as a ground medical transport unit. Goshen will cover all fuel/maintenance costs associated with the Goshen ambulance as well as maintain insurance on the vehicle. Santaquin City will cover costs associated with State EMS licensing fees, supplies, equipment, and restocking required to operate the Goshen ambulance.

#### **Section 4. MANNER OF FINANCING**

In consideration of the above services, Goshen shall pay Santaquin for its Emergency Medical Service expenses as follows:

4.1 FEES FOR SERVICES: The parties agree that said fee for the period from January 1, 2018 through December 31, 2018, Two Thousand Dollars (\$2,000) for EMS Services; paid in equal monthly installments. This amount shall be adjusted annually based on the US Department of Labor Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) percentage of change for the preceding available twelve (12) month period. In addition to the aforementioned, Goshen agrees to pay Santaquin \$150.00 per hour for a BLS Ambulance to stage at community events should Goshen request and host such an event.

4.2 Goshen shall pay Santaquin \$100.00 per non-transport EMS call responding into the Goshen incorporated town boundary (see attached Exhibit A). Such fees shall accrue and be paid annually, due by January 30th. This fee will cover cost accrued to Santaquin Fire/EMS for wages and wear and tear on the Santaquin EMS ambulance for a non-transport call. Any medical items used on a non-transport call shall be reimbursed or replaced by Goshen after receiving an itemized statement. Incidents on which the ambulance responds but that are not medical related or are dispatch error will not be billable to Goshen. Examples of such incidents include, but are not limited to brush fires, power pole fires, fire alarms, CO alarms without medical need, etc. Any incidents outside Goshen's incorporated boundary and in Utah County area will not be paid for by Goshen (See attached Exhibit B). Goshen ambulance may provide transport, when the needs of the incident dictate and when minimum approved staffing levels are met; being one Lead crew member (Paramedic or A-EMT) and at least one EMT or higher certified member(s). If the Goshen ambulance transports a patient, regardless of service area, the amount equal to the mileage rate set by the State EMS Bureau will be deducted from the annual fees owed to Santaquin.

#### **Section 5. METHOD OF TERMINATION**

Unless terminated pursuant to the provisions of this section, this Interlocal Cooperation Agreement will automatically renew for an additional one-year term on each Anniversary. The parties agree that either party may terminate this Agreement upon 90 days' prior written notice, or at any other time mutually agreed to by the parties.

#### **Section 6. LIABILITY FOR LOSS, INSURANCE AND INDEMNIFICATION**

6.1 Santaquin shall instruct its insurance carrier to add the Town of Goshen and the Goshen Town Council to its liability insurance as additional insureds for purposes of the EMS services provided by Santaquin described herein, and shall deliver to Goshen a certificate, or certificates of insurance to that effect, along with copies of each applicable policy or coverage agreement, if requested by Goshen. The cost of such additions to the insurance coverage shall be included in the fees described in section 4 of this Agreement. In the event that Goshen desires

additional insurance coverage, or different limits of coverage, such shall be obtained and paid for separately by Goshen.

6.2 Each of the parties shall indemnify and save harmless the other, including its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of its negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Neither party shall indemnify the other for intentional torts committed by its officers or employees. Nothing in this agreement shall be construed to waive or limit the protections provided in the Governmental Immunity Act of Utah. Utah Code Ann. § 63G-7-101 et seq. (1953 as amended).

**Section 7. REVIEW BY APPROVED ATTORNEY**

Each of the parties hereby certify that, pursuant to the requirements of Section 11-13-202.5, Utah Code Annotated (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

**Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 9. AMENDMENTS**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of 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 required by Section 11-13-202.5, Utah Code Annotated (1953 as amended) and (d) filed in the official records of each party.

**Section 10. SEVERABILITY**

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation 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 Interlocal Cooperation Agreement unenforceable.

**Section 11. GOVERNING LAW**

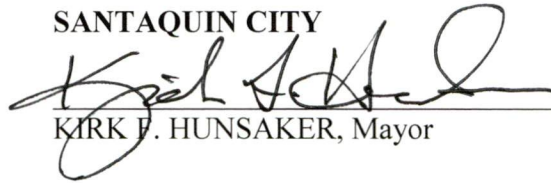
The construction of this Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by laws of the State of Utah.

**Section 12. ENTIRE AGREEMENT**

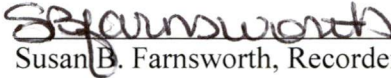
This Agreement is the entire agreement of the parties pertaining to Emergency Medical Services and replaces any and all prior agreements, provisions and/or commitments whether written or oral, pertaining to Emergency Medical Services.

IN WITNESS THEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**SANTAQUIN CITY**

  
KIRK F. HUNSAKER, Mayor

ATTEST:

  
Susan B. Farnsworth, Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Brett B. Rich  
Santaquin City Attorney

**TOWN OF GOSHEN**

\_\_\_\_\_  
STEVEN STAHILI, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Pena, Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
[Name]  
Goshen Attorney

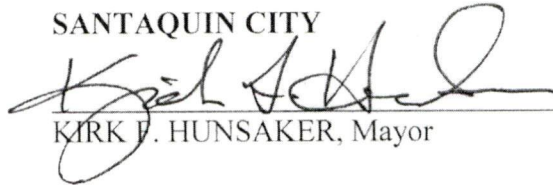
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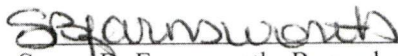
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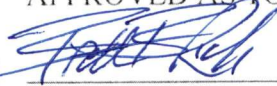
**SANTAQUIN CITY**

  
KIRK F. HUNSAKER, Mayor

ATTEST:

  
Susan B. Farnsworth, Recorder

APPROVED AS TO FORM

  
Brett B. Rich  
Santaquin City Attorney

**TOWN OF GOSHEN**

\_\_\_\_\_  
STEVEN STAHელი, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Pena, Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
[Name]  
Goshen Attorney

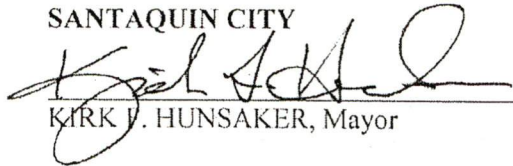
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**SANTAQUIN CITY**

  
KIRK V. HUNSAKER, Mayor

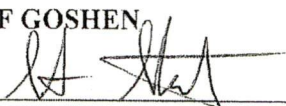
ATTEST:

  
Susan B. Farnsworth, Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Brett B. Rich  
Santaquin City Attorney

**TOWN OF GOSHEN**

  
STEVEN STAHELI, Mayor

ATTEST:

  
Rachel Pena, Clerk

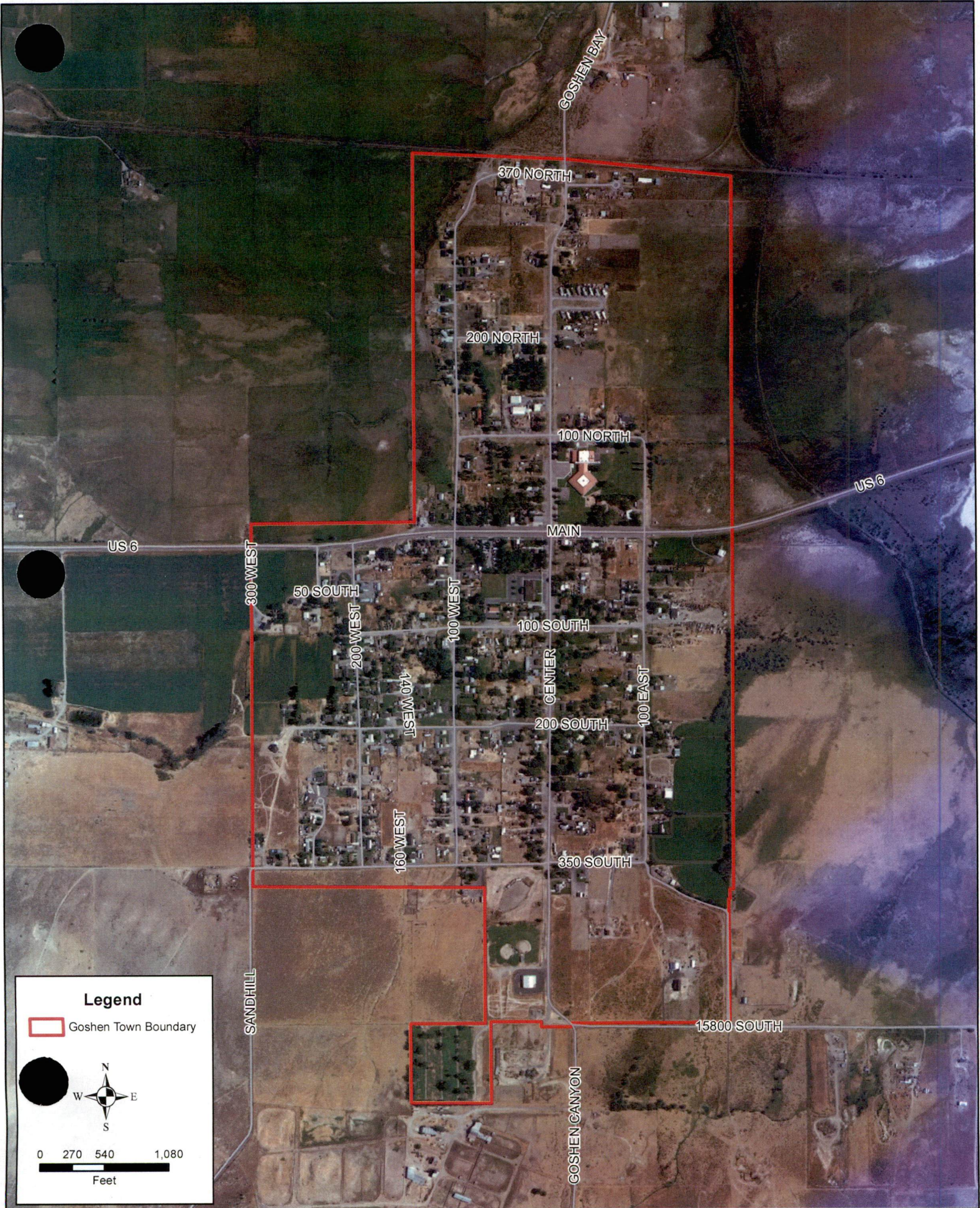
APPROVED AS TO FORM

\_\_\_\_\_  
[Name]  
Goshen Attorney



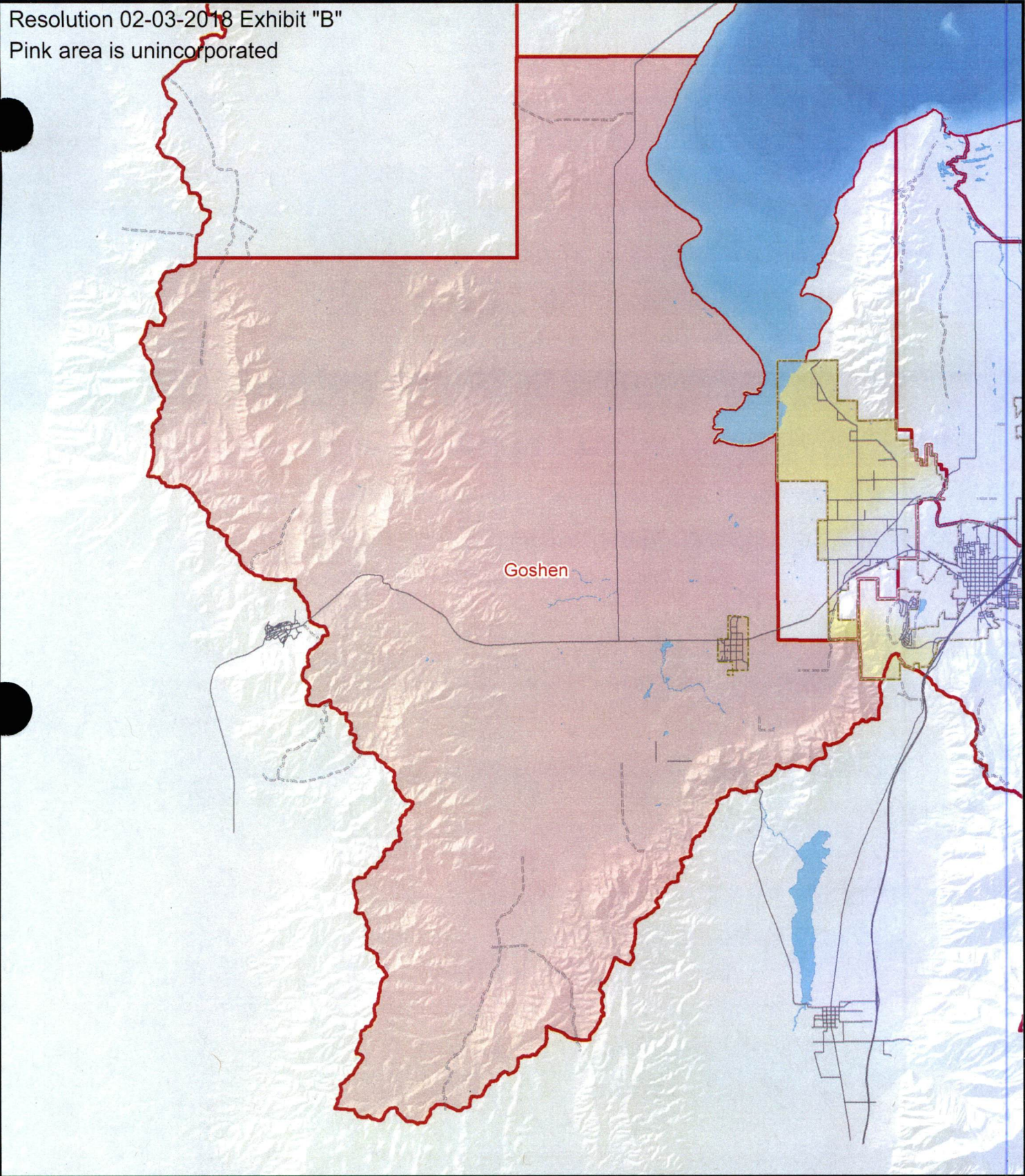
**EXHIBIT A  
(GOSHEN INCORPORATED TOWN BOUNDARY)**

# Resolution 02-03-2008 Exhibit "A" Goshen Town Boundary



**EXHIBIT B**  
**(See Section 4.2)**

Resolution 02-03-2018 Exhibit "B"  
Pink area is unincorporated



**Goshen  
Fire District**



1:212,103  
1 inch = 17,675.28 feet  
Map is copyrighted by Utah  
County, which makes no  
warranty for its accuracy.  
Utah County Public Works  
- Mapping Division  
2855 South State Street  
Provo, UT 84606  
(801) 851-8626  
Printed on May 10, 2011  
by Marye Jane