

**RESOLUTION No. 02-01-2010**

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING  
THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT  
BETWEEN SANTAQUIN CITY AND UTAH COUNTY REGARDING  
FIRE FIGHTING SERVICES**

**WHEREAS**, the City of Santaquin and Utah County desire to coordinate efforts fighting fires in certain unincorporated parts of the county in order to minimize duplicative efforts, improve the delivery time of the service and reduce taxpayer costs; and


**WHEREAS**, the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1 et seq., authorizes political subdivisions of the state to enter into agreements in order to cooperate in providing services; and

**WHEREAS**, Santaquin and the County desire now to enter into an Interlocal Cooperation Agreement titled "Fire Service Interlocal Cooperation Agreement" to provide such cooperative services;

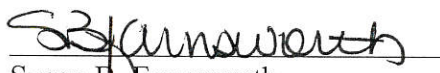
**NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:**

1. The Santaquin City Council approves and authorizes the Mayor to execute the FIRE SERVICE INTERLOCAL COOPERATION AGREEMENT, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** this 3<sup>rd</sup> day of February, 2010.

  
James E. DeGraffenried, Mayor

ATTEST:

  
Susan B. Farnsworth  
Santaquin City Recorder



Agreement No. 2010- 139

Resolution 02-01-2010 Santaquin City

**FIRE SERVICE INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of ~~January~~ February, 2010, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and Santaquin City, a political subdivision of the State of Utah empowered to contract and residing within Utah County hereinafter referred to as AGENCY.

**WITNESSETH:**

**WHEREAS**, the COUNTY is desirous of contracting with the AGENCY for the performance of the hereinafter described services within a portion of the unincorporated area of the COUNTY; and

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

**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 initial term of this Agreement shall be from July 1, 2009 until June 30, 2010. This Agreement shall automatically renew at the end of the initial or any renewal terms for four further one-year periods upon the same conditions and terms as stated herein unless COUNTY notifies the AGENCY in writing of it's intent to terminate at least 90 days prior to the end of any initial or renewal term. The Interlocal Cooperation Agreement does not take effect until executed copies are filed with the keeper of records of each of the parties.

**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.

**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 services to a portion of the unincorporated area of the COUNTY.

**Section 4. PROVISION OF SERVICES**

A. Area of Services. AGENCY agrees to provide fire protection services to the unincorporated portions of Utah County within the boundaries delineated in the map attached as Exhibit A (hereinafter the Service Area) whenever called upon to do so by dispatch. The COUNTY agrees to provide the map for Exhibit A. The COUNTY shall have no responsibility for an incident call answered by AGENCY outside the corporate limits of the COUNTY or an incident call answered by AGENCY within the corporate limits of any municipality, except for unincorporated islands within said limits. 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 unincorporated areas of the COUNTY. The COUNTY shall be responsible to conduct appropriate inspections within the unincorporated areas of the COUNTY.

Federal and State owned properties are excluded from this Agreement. Billings for fire responses on State and Federal owned properties will be submitted to Utah County under the applicable participating agreement in effect on the date of the fire response.

B. Standards of Operation. With respect to available equipment, personnel certification and training levels, AGENCY agrees to provide fire protection to the Service Area at the same level of service that it provides within the AGENCY at the time of the effective date of this Agreement, and to comply with the minimum training and equipment standards for wildland fires contained in the Utah Administrative Code rules R652-122-300 and 400 as now existing or hereafter amended, subject to the response priorities set forth in this Section. All AGENCY personnel responding to a wildland fire shall be Red Card Certified as per Utah Fire Service Certification Council, and shall receive sufficient in-service training to maintain those levels of certification. AGENCY agrees to provide fire protection to the Service Area and will do so in substantial compliance with all applicable rules and regulations set by the National Fire Protection Association (NFPA).

C. Incident Management Organization. AGENCY and the COUNTY agree to respond and operate under the National Incident Management System (NIMS) for all incidents occurring within the Service Area. As appropriate, the Utah County Fire Marshal or the County Sheriff or their designee and the AGENCY fire chief, or his designee, shall establish an incident command on all incidents occurring within the Service Area. In the absence of the Utah County Fire Marshal, the Sheriff or their designee, the Incident Commander shall be the AGENCY Chief or his designee according to AGENCY'S operating procedure. 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 needed at the incident.

D. Reports and Billing. AGENCY shall submit a completed copy of the Utah Fire Incident Report for the Service Area at the end of every month. For each fire incident AGENCY shall report each piece of equipment to dispatch 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, and when the equipment is available for another incident.

AGENCY shall submit to the COUNTY a Utah County Fire Report and Billing Form within 30 days of an incident. These reports are necessary for the purpose of receiving reimbursement for fighting fires and will be based on the rates set forth in this Agreement. For the purpose of tracking all expenses related to suppression, billing shall be based on the entire

time that AGENCY is responding to the fire. All billings shall be based on the rates listed herein. As agreed the Guaranteed Fire Apportionment Payment will reduce the amount billed for the first hour of that period and the first hour will be deducted from the total billing. Providing the County Fire Report and Billing Form to COUNTY in a timely manner, within 30 days of an incident, is a requirement for payment of services and for the Guaranteed Fire Apportionment Payment.

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.

Upon written request, the AGENCY agrees to provide COUNTY with a copy of any Interlocal Mutual Aid Fire Protection Agreement which the AGENCY may enter 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 Flow. AGENCY agrees to respond to all residential structure calls for service with not less than 500 gallons of water (total combined in all responding vehicles) and with the ability to replenish that supply.

F. Multiple Alarms. Alarms for fire suppression or other responses within the Service 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 fire alarms,
2. Unincorporated area fire alarms involving structures,
3. Unincorporated area fire alarms involving vehicles,
4. Unincorporated area fire alarms involving cultivated lands,

5. Unincorporated area alarms involving a wildfire on wildland posing a threat to forest, range, or watershed lands.
6. Others.

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 Area. The COUNTY shall pay AGENCY upon presentation of an itemized bill for service outside the Service Area whether covered by a mutual aid agreement or not, according to the Payment Schedule, 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, or;
2. AGENCY is called to provide first response to an incident within the unincorporated area of Utah County outside the Service Area.

H. County Responses within Agency. If COUNTY responds to an incident within the AGENCY city limits, COUNTY will bill AGENCY using the above rates for any response requested by AGENCY.

## **Section 5. COMPENSATION**

A. The COUNTY shall pay AGENCY an annual Guaranteed Fire Apportionment Payment calculated based on the formula described in Exhibit C attached hereto and incorporated herein by this reference. AGENCY shall receive notice of the sum 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 Agreement. The Guaranteed Fire Apportionment Payment shall be adjusted annually at the commencement of COUNTY'S fiscal year in order to make a fair distribution of funds. AGENCY responses shall be based on a five year average of the five most current years for which data is available. The Guaranteed Fire Apportionment Payment provides COUNTY with incident coverage for the first hour of response to an incident.

B. The COUNTY agrees to pay AGENCY for manpower and equipment at the rates outlined in Exhibit B. COUNTY agrees to make payment to AGENCY for all incidents exceeding one hour from the time the call for service was received by dispatch and ending at the time the AGENCY resources return and are again available for service in the AGENCY.

C. Federally owned equipment (FEPP) shall be billed according to the Federal Excess Rate which is at 66% of the Great Basin Rates. Unless otherwise stated, all other equipment will be billed at the Great Basin Rate Schedule in effect at the time of the incident.

D. AGENCY dispatch protocol shall be used to determine the level of services initially required per incident. As circumstances require, the Incident Commander shall increase or decrease the level of services required per incident as provided in Section 4.D. of this Agreement.

E. In the event the COUNTY has funds available for reimbursement of a portion of the costs of training personnel to meet NFPA or wildland fire standards or for reimbursement of a portion of the cost of purchasing equipment, the AGENCY may submit a request to the COUNTY for a grant of said funds prior to expenditure.

F. Invoices must be submitted within thirty (30) days of the incident for which compensation is requested. Prior to payment, all invoices must be verified and approved for payment by the Emergency Services Division of the Utah County Sheriff Office or the Utah County Fire Marshall's Office as appropriate.

G. Responses on State or Federal lands. AGENCY will seek reimbursement through submission to the COUNTY of all costs expended by AGENCY on responses located on State and Federal lands. AGENCY shall assist COUNTY in receiving state and federal money reimbursement for fighting fires on state and federal lands by remitting an invoice for each fire based on the rates set forth in this Agreement. This invoice is not a bill, but merely an accommodation to COUNTY. The COUNTY is not responsible on state and federal land fire responses for payment of monies that are not reimbursed from State or Federal sources.

H. One ambulance will be compensated per structure fire alarm in the Service Area.

**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 both 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 dollar amounts set forth in the Utah Governmental Immunity Act, Section 63G-7-604 and that neither party waives any of the provisions, protections and immunities of the Utah Governmental Immunity Act.

**Section 8. INSURANCE**

AGENCY shall carry commercial general liability insurance through AGENCY'S insurer in the minimum amount of \$2,200,000.00 per occurrence, \$250,000.00 property damage per occurrence or as modified by the state risk manager, to insure against loss or liability arising out of AGENCY's provision of fire protection services pursuant to this Agreement. In exchange for AGENCY maintaining this insurance coverage, AGENCY's exposure to liability for fire protection services within the unincorporated portion of the Service Area and AGENCY's provision of services under this Agreement, COUNTY shall pay AGENCY for the increase in AGENCY'S insurance premium directly attributable to AGENCY'S provision of fire protection services in the Service Area as documented by AGENCY'S insurance carrier to offset the cost of AGENCY providing this insurance coverage. 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 Section 11-13-202.5(3) Utah Code Annotated, 1953 as amended, 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 statues, ordinances, resolutions, 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 attorney's fees against the other party.

This Agreement contains the entire agreement of the parties. Modifications or additional provisions may be made in writing and upon the consent and stipulation of each party as provided in Section 10.

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

**UTAH COUNTY**

Authorized and passed on the 23 day of ~~January~~ <sup>February</sup>, 2010.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH



Chairman

ATTEST:  
BRYAN THOMPSON  
Utah County Clerk/Auditor

By: Linda Scribland  
Deputy

REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:  
JEFFREY BUHMAN  
Utah County Attorney

By: [Signature]  
Deputy

AGENCY: Santaquin CITY

Authorized and passed on the 3<sup>rd</sup> day of ~~January~~ <sup>February</sup>, 2010.

Santaquin CITY

James E. Chapman  
Mayor

ATTEST:

S. Bjornson  
City Recorder



REVIEWED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: [Signature]  
City Attorney

EXHIBIT A  
SERVICE AREA MAP

EXHIBIT B  
 COMPENSATION RATES  
 EQUIPMENT

	<u>Equipment</u>	<u>Per Hour</u>	
1.	Engine Type 1	\$238.00	*Minimum Personnel included four (4)
2.	Engine Type 2	\$238.00	*Minimum Personnel included three (3)
3.	Engine Type 3 and 4	\$135.00	*Minimum Personnel included three (3)
4.	Engine Type 5	\$130.00	*Minimum Personnel included three (3)
5.	Engine Type 6	\$125.00	*Minimum Personnel included three (3)
6.	Water Tenders Type1	\$135.00	*Minimum Personnel included one (1)
7.	Water Tenders Type2	\$120.00	*Minimum Personnel included one (1)
8.	Water Tenders Type 3	\$100.00	*Minimum Personnel included one (1)
9.	Extrication Rescue Unit	\$200.00	
10.	False Alarm or wrongful dispatch	\$200.00	
11.	*Aerial Apparatus	245.00	Additional
12.	Transport	\$135.00	
13.	D-7 Class Dozer	\$142.50	
14.	60,000 lb. Class excavator	\$187.50	
15.	Ambulance Support – Structure Fire	\$125.00	**

\*If AGENCY vehicle manning policy exceeds the minimum personnel listed COUNTY will reimburse the number of personnel required by AGENCY policy.

\*\*As provided in Section 5.H. structure fire ambulance support is paid per call and not per 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 (Minimum Number)	4	3	3	3	3	2	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.

### MANPOWER

Additional manpower shall be paid at the following rate: \$7 per hour for standby; \$12 per hour for each non-certified Fire Fighter 1; \$15 per hour for each certified Fire Fighter 1. To the extent possible, only Certified Fire Fighter 1 personnel will respond to structure fires. Personnel responding to wildland fires other than initial attack will have Red Card Certification.

EXHIBIT C  
UTAH COUNTY APPORTIONMENT FORMULA

Guaranteed Fire Apportionment Payment = (Base Ratio) X (annual property tax collected in the individual AGENCIES contracted response area(s)).

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

A = Number of unincorporated fires within AGENCY'S Service Area, five year average.

B = Number of fires within the entire unincorporated area, five year average.

C = Number of taxable unincorporated parcels, improvements greater than \$15,000.

D = Total number of all taxable unincorporated parcels over \$15,000.

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

**RESOLUTION No. 02-01-2010**

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING  
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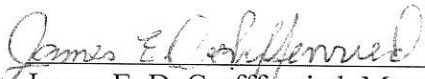
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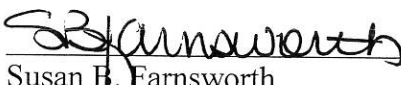
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\_\_\_\_\_  
James E. DeGraffenried, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan B. Farnsworth  
Santaquin City Recorder

