

RESOLUTION No. 01-01-2009

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL
AUTHORIZING THE EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN SANTAQUIN CITY
AND GOSHEN TOWN REGARDING AMBULANCE SERVICES**

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;

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


1. The Santaquin City Council approves and authorizes the execution of the INTERLOCAL COOPERATION AGREEMENT FOR AMBULANCE SERVICES, a copy of which is attached hereto as Exhibit A.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 7 day of January, 2009.




James E. DeGraffenried, Mayor

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder

**INTERLOCAL COOPERATION AGREEMENT
FOR AMBULANCE SERVICE**

THIS AGREEMENT, made and entered into this 17th day of **December, 2008**, by and between Santaquin City, a fifth class city of the State of Utah, ("Santaquin"), and the Town of Goshen, a Town of the State of Utah, ("Goshen").

WITNESSETH:

WHEREAS, Both Santaquin City ("Santaquin") and the Town of Goshen ("Goshen") are municipalities of the State of Utah; and

WHEREAS, Both Santaquin and Goshen presently provide and desire to continue providing Emergency Medical Technician ("EMT") services on behalf of their respective municipalities; 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, the governing body of each of the signatories has by resolution agreed to adopt this agreement;

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 Santaquin and Goshen. This Interlocal Cooperation Agreement shall continue until July 1, 2010, and shall automatically renew for one year periods thereafter 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 AGREEMENT

Santaquin and Goshen do not 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 11-13-207, 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 does not anticipate nor provide 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 Recorder 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 is established and entered into between Santaquin and Goshen for the purpose of providing complete EMT Services, including Transport services, providing for the applicable licensing to enable the Goshen owned ambulance to provide Transport services, and making physical facilities, equipment, and supplies available as necessary to provide EMT services and equipment as defined herein.

3.2 Santaquin shall provide the following equipment, supplies and services:

3.2.1 Goshen agrees to provide an ambulance to Santaquin, which ambulance shall meet the minimum specifications of the State of Utah for a "Transporting Unit". Goshen shall retain ownership of said ambulance. Santaquin shall obtain all licenses and authorizations necessary for the ambulance to operate as a Transporting Unit. Both Santaquin and Goshen EMT's shall use said ambulance in providing the services described herein.

3.2.2 Santaquin shall be responsible to license and pay all fees as required for the operation of the above described ambulance.

3.2.3 Santaquin shall maintain the above described ambulance as reasonably anticipated to assurance proper operation. Santaquin's responsibility for maintenance shall not include daily washing, cleaning of the interior or exterior, or inventory checkoffs.

3.3 Goshen shall provide the following equipment, supplies and services:

3.3.1 Goshen EMT's shall respond to calls for EMT services within the Goshen 16j response area as such is described in Attachment "A".

3.3.2 Upon request from Santaquin, Goshen EMT's shall respond to calls for EMT services within the Santaquin response area as such is described in Attachment "B", and shall be paid for responding to such runs pursuant to the schedule described in Attachment "C", which schedule may be amended from time to time upon written agreement of the parties, without the need for a written amendment to this agreement.

3.3.3 Goshen shall be responsible for the storage of the ambulance.

3.4 All EMT's are required to maintain State mandated certification hours. Certification hours are available through the Santaquin Public Safety Department.

3.5 Santaquin and Goshen agree that the secretary of the Santaquin City Ambulance Department shall keep combined records relating to all calls for EMT services relating to and for the separate municipalities.

Section 4. MANNER OF FINANCING

4.1 Goshen shall pay to Santaquin its pro-rata share of the annual shortfall between the revenues and expenses of the Santaquin Ambulance Department, based on the number of calls for service in the 16j service area compared to the total number of calls for service in the Santaquin Ambulance Service Area.

4.2 Santaquin will include all Goshen residents on the "Per-Capita" Grant offered each year from the State of Utah and any monies received by Santaquin from said grant(s) shall be subtracted from the amounts due from Goshen pursuant to section 4.1.

4.3 Santaquin will deliver an invoice for the prior fiscal year services to Goshen not later than August 31st of each year. Goshen shall pay invoices within sixty days of the invoice date.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement shall continue until July 1, 2010, pursuant to the provisions of paragraph one of this Agreement. The parties agree that any party shall have the right to terminate this Agreement on any anniversary thereafter, by delivering written notice to the other party, by certified mail, no later than 90 days prior to said anniversary date, or at any other time mutually agreed to by the parties.

Section 6. INSURANCE AND INDEMNIFICATION

6.1 Goshen shall be responsible to insure the ambulance described in Section 3.2.1 herein, against loss due to damage of or to the ambulance; bodily injury incurred by any person as a result of the operation or maintenance of the ambulance; and shall provide a certificate of insurance for auto liability and general liability naming the City of Santaquin as an additional insured on the policies. Said policies shall provide for limits of insurance in amounts that are at least equal to the limits of liability as established in the Utah Governmental Immunity Act.

6.2 Goshen shall indemnify and save harmless Santaquin, 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 negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Goshen shall not indemnify Santaquin for intentional torts committed by Santaquin officers or employees.

6.3 Santaquin shall indemnify and save harmless Goshen, 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 negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Santaquin shall not indemnify Goshen for intentional torts committed by Goshen officers or employees.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the offices of Santaquin and Goshen, and with the official keeper of records of each municipality, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 8. 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 and approved by an Authorized Attorney as required by Section 11-13-202.5, Utah Code Annotated (2003); and, (d) filed in the official records of each party.

Section 9. 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 10. GOVERNING LAW

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by laws of the State of Utah.

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

SANTAQUIN CITY


Authorized by **Resolution No. 12-01-2008**, authorized and passed on the **17th** day of **December, 2008**.



James E. DeGraffenried, Mayor
Santaquin City



ATTEST:



Susan Farnsworth
Santaquin City Recorder

GOSHEN TOWN

Authorized by Resolution No. 2008 12-2, authorized and passed on the 16 day of December, 2008.



Dorothy Sprague, Mayor
Town of Goshen

ATTEST:



Goshen Town Clerk

RESOLUTION NO. 2008 12-2

A Resolution of the
Goshen Town Council
INTERLOCAL COOPERATION AGREEMENT

Where As, Both Santaquin City and the Town of Goshen are municipalities of the State of Utah; and

Where As, Both Santaquin and Goshen presently provide and desire to continue providing Emergency Medical Technician (EMT) services on behalf of their respective municipalities; and

Where As, 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

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


Where As, 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

Where AS, the governing body of each of these municipalities agree to adopt this agreement.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF GOSHEN, UTAH, as follows:

1. That the Town of Goshen enter into an Interlocal Agreement with Santaquin City dated December 16, 2008 to provide EMT services.
2. That this resolution shall remain in effect until repealed by another resolution.

PASSED and APPROVED this 16th day of December 2008,


Dorothy Sprague, Mayor

ATTEST:


Larry Beck, Recorder

Goshen Fire District

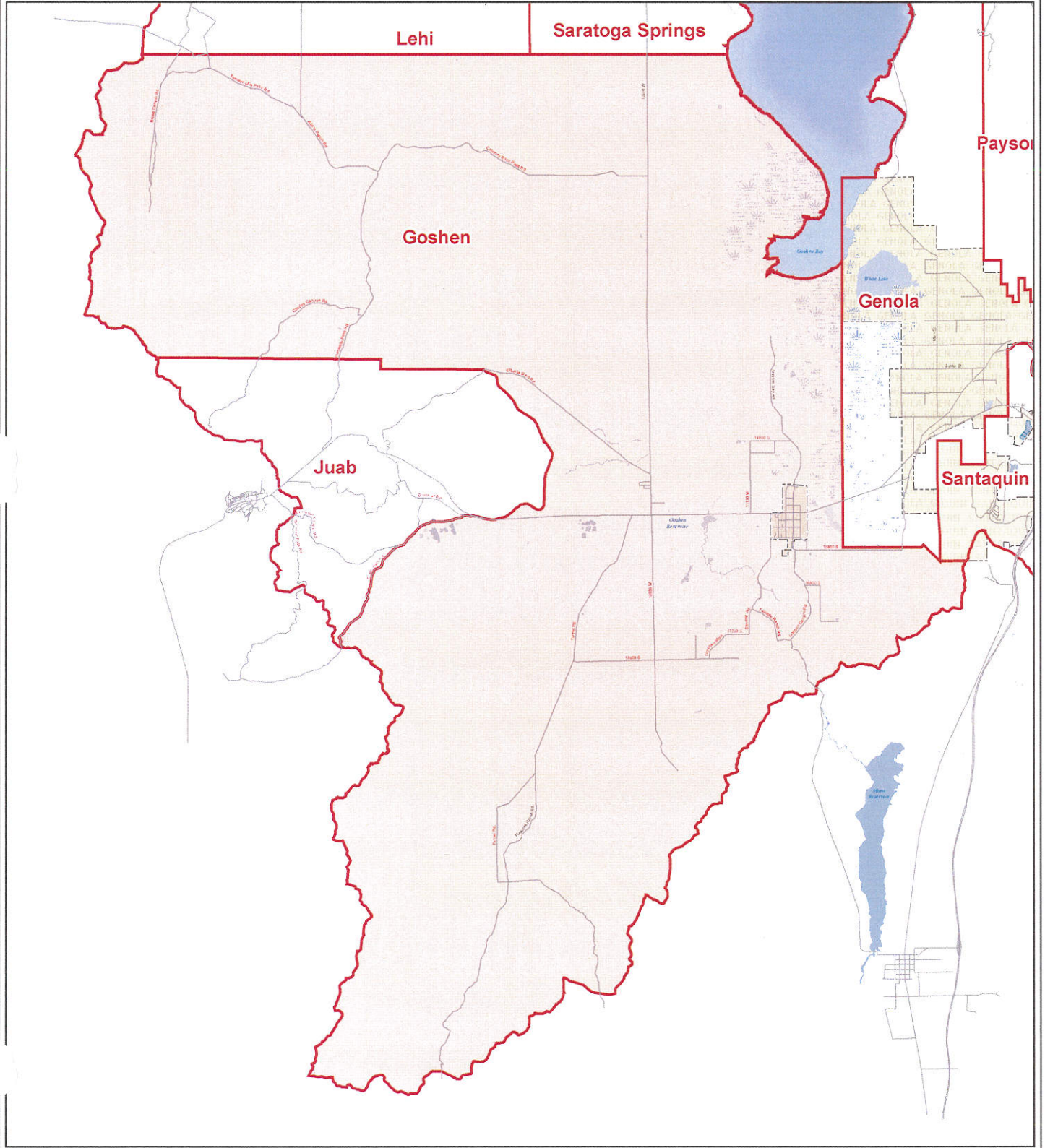


Utah County Public Works
Mapping Division

Legend

-  Fire District Boundaries
-  Goshen

Map Document: (R:\Fire District Maps\GO Fire District.mxd)
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Utah Department of Health
hereby attests that

Santaquin City Ambulance

has met the prescribed regulatory standards
and is licensed to render emergency medical services
within the State of Utah under the following conditions:

Service Type: Ground Ambulance

Service Level: Intermediate

Service Number: 2512L

Address: 275 West Main
Santaquin City, Utah 84655

Owner: Santaquin City

Operator: Santaquin City

Medical Director: Brent E. Jones, M.D.

Date of Issue: March 5, 2008

Expiration Date: March 31, 2012

Special Conditions: Approved to not carry Lidocaine as
required in the minimum quantities of
supplies, medications, and equipment
listed in R426-15-203, Vehicle Supply
Requirements.

Service Area: Defined on the back.



This License authority is contingent upon compliance
with all regulations and standards and may be revoked
for cause in accordance with Utah Code

This License is not transferable.

[Handwritten Signature]
Bureau Director

[Handwritten Signature]
Director

Service Area:

Beginning at the intersection of the northern section line of Section 16, Township 8 South, Range 1 West and the Utah Lake shoreline; then southeast and northeast along the Utah Lake shoreline to the western section line of Section 10, Township 8 South, Range 1 East; then south along various section lines to the Genola Town boundary; then south and east along the Genola Town boundary to the Strawberry Highland Canal; then southeast along the Strawberry Highland Canal to the intersection of Interstate 15 and the canal; then due east to western section line of Section 33, Township 9 South, Range 2 East; then south along various section lines to the northwest corner of Section 21, Township 10 South, Range 2 East; then east and south along the northern and eastern section line of section 21, Township 10 South, Range 2 East to the southeast corner of Section 21; then east along the various section lines to the north quarter-corner of Section 26, Township 10 South, Range 2 East; then south to the center point of Section 35, Township 10 South, Range 2 East; then west to the east quarter-corner of Section 33, Township 10 South, Range 2 East; then south along the eastern section line of Section 33, Township 10 South, Range 2 East to the southern township line of Township 10 South, Range 2 East; then west along various township lines to the intersection of the southern township line of Township 10 South, Range 2 East and the Utah/Juab County boundary; then northwest and southwest along the Utah/Juab County border to the intersection of the Utah/Juab County boundary and the southern section line of Section 35, Township 10 South, Range 1 West; then west along the township line to the southwest corner of Section 33, Township 10 South, Range 1 West; then north along the section line to the intersection of 17600 South and 12800 West; then continue north along 12800 West to the intersection of U.S. Highway 6 and 12800 West (SR 68); then east along U.S. Highway 6 to Mile Marker #150; then due north to a point (east of Mosida) on the northern section line of Section 16, Township 8 South, Range 1 West; then east along the northern section line of Section 16, Township 8 South, Range 1 West to the point of beginning.

AMBULANCE DEPARTMENT PAY STRUCTURE AFTER 7-2007

BASE PAY ON CALL TIME

- ❖ First Responder \$1.00 per hour
- ❖ Basic \$1.25 per hour
- ❖ Intermediate \$1.50 Per hour

RUN PAY

- ❖ First Responder - \$10.00 per hour (\$20.00 per 2-hour average run)
- ❖ Basic - \$12.50 per hour (\$25.00 per 2-hour average run)
- ❖ Intermediate - \$15.00 per hour (\$30.00 per 2-hour average run)

NON-TRANSPORT

- ❖ 1/2 of run pay compensation

Approved extenuating circumstances for runs exceeding the 2-hour minimum, will be paid at the hourly rate, per hour, associated with your certification.

Ex: Bus rollover in Nephi Canyon which lasted 4.5 hours
(Paul – Intermediate Certification)

Pay at certification level \$15.00 x 2 (for the initial run) plus 2.5 hours at \$15.00 per hour. Total paid for the run would be \$67.50.

SPECIAL EVENTS

- ❖ First Responder - \$10.00 per hour
- ❖ Basic - \$12.50 per hour
- ❖ Intermediate - \$15.00 per hour

TRAINING

- ❖ Minimum Wage on Director approved trainings
 - ✓ Includes in house training, South County Training
 - ✓ Doesn't include City paid conferences, Basic EMT Training, Intermediate EMT Trainings