

MEMORANDUM OF UNDERSTANDING

Between

Town of Apple Valley

And

Hildale City

Regarding

Response EMS in the Same Geographical Service Area

INTRODUCTION

The Hildale Fire Department (“HFD”) as a department of Hildale City, has been the licensed Emergency Medical Services (“EMS”) provider and ambulance transport agency for the geographical area of eastern Washington County, Utah since the early 1980’s. This area includes the incorporated areas of Hildale City, the Town of Apple Valley (“Apple Valley”), and parts of unincorporated Washington County (“Geographic Area”). The Fire Department of the Town of Apple Valley is seeking a license to provide a quick response unit within Apple Valley. As Apple Valley has grown in area and population, there is a need to provide quick-response EMS service to stabilize patients until the transport ambulance arrives. This Memorandum of Understanding (“MOU”) is intended to formalize the cooperative arrangement between the HFD and Apple Valley (“Parties”) and acknowledge that the emergency response of both agencies is in the best interest of those served.

SCOPE

It is agreed that Apple Valley will:

1. Respond to EMS calls within the Geographic Area to provide initial patient care and stabilization as resources are available.
2. Provide emergency medical care with trained providers and appropriate equipment and supplies.
3. Respond in a coordinated and standard manner as per Hildale-Colorado City Communications Center protocols using common radio frequencies.
4. Train responders in response and scene safety procedures, including the national Traffic Incident Management System.
5. Maintain necessary Continuing Medical Education requirements and records to keep personnel certified and aware of best practices in current EMS standards.
6. Communicate issues and needs through channels of command so as to avoid tension or miscommunications on incident scenes.

It is agreed that HFD will:

1. Continue to provide Advanced Life Support care and transport within the area licensed to HFD by the Utah Office of EMS including the incorporated area of the Town of Apple Valley.
2. Work closely with Apple Valley responders to receive patient information obtained and care rendered prior to arrival.
3. Be respectful of Apple Valley responders as fellow professionals.
4. Provide feedback on patient outcomes as requested, while following HIPPA requirements.
5. Invite Apple Valley responders to attend and participate in Continuing Medical Education and EMS training opportunities sponsored by the HFD.
6. Immediately notify the Town of Apple Valley in writing if HFD is no longer licensed to provide Advanced Life Support care and transport services within the incorporated area of the Town of Apple Valley.

INDEMNIFICATION

The Parties agree to the following:

1. The Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. ("Immunity Act"). The Parties agree that they shall only be liable within the parameters of the Immunity Act. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Parties under the Immunity Act.
2. Apple Valley shall hold harmless and indemnify HFD employees, officers, employees, and agents, against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this MOU if caused by any negligent act or omission, or any intentional misconduct, of Apple Valley or any of its officers, employees, or agents.
3. HFD shall hold harmless and indemnify Apple Valley, and its officers, employees, and agents against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of HFD or any of its officers, employees, or agents.

DURATION

This MOU may be modified by in writing by mutual consent of the Parties. This MOU shall become effective upon signature by the authorized officials and will remain in effect until terminated by any one of the Parties in writing.

By signing this MOU, each agency agrees to comply with the terms specified herein.

Dated this _____ day of _____, 2023:

TOWN OF APPLE VALLEY

HILDALE CITY

Frank Lindhardt, Mayor

Donia Jessop, Mayor

Michael Gross, Fire Chief

Kevin J. Barlow, Fire Chief