

AGREEMENT NO. _____

**AMENDED INTERLOCAL COOPERATION AGREEMENT FOR LAW
ENFORCEMENT AND EMERGENCY MEDICAL SERVICES (EMS)**

THIS AMENDED INTERLOCAL COOPERATION AGREEMENT, made and entered into this 3rd day of January, 2023, by and between Santaquin City, a fourth class city of the State of Utah, (hereinafter referred to as “Santaquin”), and Genola Town, a fifth class city of the State of Utah, (hereinafter referred to as “Genola”).

WITNESSETH:

WHEREAS, both Santaquin and Genola have the responsibility to provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads, and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; 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 Genola; and

WHEREAS, Santaquin has an established Police Department complete with the physical facilities, equipment, administration and personnel, of sufficient capacity to serve the needs of both Santaquin and Genola; 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 Genola; and

WHEREAS, Santaquin and Genola previously entered into an Interlocal Cooperation Agreement through which, Santaquin has provided and does now provide law enforcement service to Genola; and

WHEREAS, both Santaquin and Genola desire to amend certain provisions of the aforementioned Interlocal Cooperation Agreement to better accommodate the needs of both municipalities; and

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

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE AND DURATION

Santaquin and Genola intend that this Amended Interlocal Cooperation 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 Genola. 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 Amended Interlocal Cooperation Agreement shall apply to the relationship of the parties as of December 1, 2022, shall remain effective until its annual anniversary date, which is defined herein to be June 30, 2023, and shall automatically renew for 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 AMENDED INTERLOCAL COOPERATION AGREEMENT

Santaquin and Genola neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Amended Interlocal Cooperation Agreement. Santaquin and Genola 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 Amended Interlocal Cooperation Agreement. The parties further agree that this Amended 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 Amended Agreement in such form and manner as the Santaquin Auditor shall specify and further agrees that said books shall be open for examination by Genola at reasonable times. All records created or received by Santaquin in accordance with this Amended 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 Amended Agreement.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES

3.1 This Amended Interlocal Cooperation Agreement has been established and entered into between Santaquin and Genola for the purpose of providing law enforcement services to Genola by the Police Department of Santaquin as well as Emergency Medical Service by the Fire Department of Santaquin. This Agreement does not address or provide for services by the Santaquin Fire Department except those emergency medical services specifically identified herein.

3.2 Genola hereby appoints the Santaquin Police Chief as the Chief of Police of Genola pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and each of the sworn police officers of Santaquin shall also be deemed to be police officers for the Town of Genola for purposes of, and pursuant to, Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended.

3.3 The Police Chief and through him each of the police officers, shall be subordinate to the Governing Body of Santaquin; and also, when performing tasks on behalf of the Town of Genola, to the Governing Body of Genola.

3.4 The Police Chief and each of the police officers, and the Emergency Medical Service 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.

3.5 The Town of Genola's EMTs and Paramedics, certified by the State of Utah, can elect to be included on the Santaquin Fire/EMS Roster. The Town of Genola's EMTs and Paramedics are invited to participate in all Santaquin Fire/EMS training and drills.

3.6 The Town of Genola's Fire Jurisdiction area will be included under Santaquin 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.

Section 4. MANNER OF FINANCING

In consideration of the above services, Genola shall pay Santaquin for its Law Enforcement and Emergency Medical Service Expenses as follows:

4.1 The parties agree that the fee for the period from December 1, 2022 through June 30, 2023, shall be Seventy-Four Thousand Six Hundred Sixty-Seven Dollars (\$74,667.00), to be paid in equal monthly installments. Beginning with the first renewal of this Agreement on July 1, 2023, the annual fee shall be increased to One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300.00), plus a Cost-of-Living Adjustment ("COLA"). Except as otherwise provided in Subsection 4.2, the COLA shall be based on the U.S. 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.

4.2 Because the salaries and benefits of law enforcement officers have increased substantially in recent years, to maintain necessary law enforcement coverage, the parties hereto recognize and agree that the COLA as calculated in Subsection 4.1 might not be sufficient to retain existing law enforcement officers, or to attract new officers. Therefore, the parties agree that in the event local market forces necessitate greater increases in law enforcement salaries and/or benefits, the method of calculating the COLA may be adjusted by mutual agreement of the parties as necessary to assure sufficient law enforcement coverage as provided in this Agreement.

4.3 In addition to the aforementioned annual fee, the Town of Genola agrees to pay Santaquin \$ 160.00 per hour for an ALS Ambulance to stage at the annual Town of Genola Rodeo and Slack (as listed in the Utah Division of Forestry, Fire, and State Lands, which may be adjusted Annually as updated by Utah Fire Department Manual and Rates).

4.4 The Town of Genola shall pay Santaquin \$100.00 per non-transport EMS call responding into the 17J incorporated town boundary identified as “GEFIR” (see attached Exhibit A). Such fees shall accrue and be paid annually, due by January 30th. This fee will cover costs 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 the Town of Genola 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 Genola. 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 the Town of Genola incorporated boundary and in Utah County area as set forth in Exhibit A attached hereto will not be paid for by the Town of Genola.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically renew for an additional one-year term on each anniversary date, pursuant to the provisions of section 1 of this Agreement. The parties agree that either party shall have the right to terminate this Agreement on any anniversary thereof, 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

Santaquin shall instruct its insurance carrier to add the Town of Genola and the Genola Town Council to its liability insurance as additional insureds for purposes of the law enforcement and EMS services described herein, and deliver to Genola a certificate, or certificates of insurance to that effect, along with copies of each applicable policy or coverage agreement. 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 Genola desires additional insurance coverage, or different limits of coverage, such shall be obtained and paid for separately by Genola.

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

Santaquin and Genola hereby certify that, pursuant to the requirements of Section 11- 13- 202.5, Utah Code Annotated (1953 as amended), each has submitted this agreement to an approved attorney authorized to represent the City or Town for review as to proper form and

compliance with applicable law.

Section 8. FILING OF AMENDED INTERLOCAL COOPERATION AGREEMENT

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

Section 9. AMENDMENTS

This Amended 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 Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Amended 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 Amended Interlocal Cooperation Agreement unenforceable.

Section 11. GOVERNING LAW

All questions with respect to 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.

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

[SIGNATURES ON NEXT PAGE]

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the
____ day of December, 2022.

Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, City Recorder

APPROVED AS TO FORM

Brett B. Rich, City Attorney

TOWN OF GENOLA

Authorized by Resolution No. _____, authorized and passed on the
____ day of January, 2023.

Marty Larsen, Mayor

ATTEST:

Lucinda Daley, Town Clerk

APPROVED AS TO FORM

Josh Nielsen, Town Attorney

Utah County Fire Response Zones July 2022

