

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE UNIFIED FIRE SERVICE AREA PROVIDING FOR THE TRANSFER OF \$115,000.00 TO THE UNIFIED FIRE SERVICE AREA FOR REPAIR WORK ON STATIONS #116 AND #110.

WITNESSETH

WHEREAS, Salt Lake County owns certain property, used by the Unified Fire Service Area, known as Station #116, located at 8303 Wasatch Blvd, Cottonwood Heights, Utah 84121 and Station #110, located at 1790 Fort Union Boulevard, Cottonwood Heights, Utah 84121;

WHEREAS, Station #110 requires roofing repairs and work, and Stations #116 and #110 require repairs to the exhaust systems (the “Projects”);

WHEREAS, the Unified Fire Service Area has procured, consistent with its procurement rules, vendors to complete the Projects;

WHEREAS, the Salt Lake County wishes to transfer \$115,000.00 for the Unified Fire Service Area to use in completing the Projects

WHEREAS, the County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the attached Interlocal Agreement between Salt Lake County and the Unified Fire Service Area is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as set forth in the Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2019.

Richard Snelgrove Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____

APPROVED AS TO FORM:

ATTACHMENT A
Interlocal Cooperation Agreement

An Interlocal Cooperation Agreement between the Unified Fire Service Area and Salt Lake County for funding for repairs to Fire Stations #110 and #116.

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is effective _____, 2019 (the “Effective Date”) between **SALT LAKE COUNTY** (“County”) and the **UNIFIED FIRE SERVICE AREA** (“UFSA”). The County and the UFSA may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. The County owns certain property known as Station #116, located at 8303 Wasatch Blvd, Cottonwood Heights, Utah 84121 (“Station #116”) and Station #110, located at 1790 Fort Union Boulevard, Cottonwood Heights, Utah 84121 (“Station #110”).
- B. Station #110 requires roofing repairs and work, while Stations #116 and #110 require repairs to the exhaust systems (the “Projects”).
- C. The County has appropriated funding for the Projects.
- D. The UFSA has procured, consistent with its procurement rules, vendors to complete the Projects.
- E. The Parties now desire to enter into this Agreement to transfer the County’s funds to the UFSA for use in completing the Projects.
- F. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

The Parties agree as follows:

- 1. The County will transfer a total of \$115,000.00 (the “Funds”) to the UFSA within 30 days of the Effective Date.
- 2. The UFSA will use the Funds to complete the Projects described in the Recitals, hereby incorporated by reference.
- 3. The Parties agree that the County will not be responsible to the UFSA, or to any other third party, for the cost to complete the Projects. The UFSA will hold harmless and indemnify the County from any liability, loss, claims, or liens that arise against the County attributable to the work of the vendors or contractors hired by the UFSA to complete the Projects.
- 4. Subject to completion of the requirements listed in Section 5.p., this Agreement takes effect on the Effective Date and terminates upon performance by the parties.
- 5. The following provisions are also integral parts of this Agreement:
 - a. *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the

meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

- c. Counterparts. This Agreement may be signed in any number of counterparts and by facsimile or any electronic means with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- e. Waiver of Breach. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- f. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- h. Time of Essence. Time is the essence of this Agreement.
- i. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- j. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- k. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
- l. Joint Board. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the UFSA's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board. It is not anticipated that any voting shall be required, as contemplated by Utah Code Ann. § 11-13-206(1)(g), but to the extent there is, voting will be based upon one vote per Party.
- m. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- n. Manner of Acquiring, Holding, or Disposing of Property. The real property will be acquired, held, or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

- o. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- p. Approval, Attorney Review, and Copies. This Agreement will not take effect until: (a) it has been approved by both Parties, as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.

The UFSA and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

UNIFIED FIRE SERVICE AREA

By: _____
Jennifer Wilson or Designee

By: _____

Its: _____

Dated: _____, 2019

Dated: _____, 2019

Approved as to Form and Legality:

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

ATTORNEY FOR THE UNIFIED FIRE
SERVICE AREA:

By: _____
Deputy District Attorney

By: _____
Attorney

Dated: _____, 2019