

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY AND AUTHORIZING EXECUTION OF THE
ATTACHED INTERLOCAL COOPERATION AGREEMENT WITH THE
UNIFIED FIRE AUTHORITY AND RELATED DOCUMENTS

RECITALS

A. In 2009, the County transferred its interest in certain real property located in Magna, Utah, known as the Training Fire Station (“Training Fire Station”) to the Salt Lake Valley Fire Service Area (“SLVFSA”) through an Interlocal Agreement (“Training Fire Station Agreement”) with a reversionary clause stating that title to the Training Fire Station would immediately and automatically revert to and revest in the County if the Property was no longer used as a fire training station.

B. SLVFSA was a special service area in Salt Lake County created in accordance with the laws of the State of Utah and became known as the Unified Fire Service Area (“UFSA”) in 2013. UFSA is a member of the Unified Fire Authority (“UFA”). In May 2023, UFSA, with the consent of the County and subject to the same reversionary clause, transferred title of the Training Fire Station to UFA.

C. Six manufactured homes (the “Manufactured Homes”) purchased by the County to be used as temporary office space had been placed at the Training Fire Station prior to the 2009 conveyance and remained at the Training Fire Station after the conveyance. Since 2009, these Manufactured Homes have been and are currently utilized in a permanent capacity by UFA at the Training Fire Station.

D. The Manufactured Homes are currently permanently affixed to the ground and combined into office space, and title to the Manufactured Homes should have transferred to SLVFSA or UFA as part of the Training Fire Station Agreement.

E. The Manufactured Homes currently provide no specific value to the County and should be disposed of as surplus property.

F. UFA has requested that the County transfer title to the Manufactured Homes to UFA so that it can continue to utilize the Manufactured Homes at the Training Fire Station.

G. In accordance with Title 11, Chapter 13 of the Utah Code, UFA and the County have prepared an Interlocal Cooperation Agreement (“Agreement”) to accomplish the transfer of the Manufactured Homes to UFA.

H. The County has determined that it is in the public interest to enter into the Agreement with UFA and transfer the Manufactured Homes to UFA as provided in the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Manufactured Homes are hereby declared available for disposal and may be conveyed to UFA.

IT IS FURTHER RESOLVED by the Salt Lake Council that the Agreement, attached hereto as Exhibit 1 and by this reference made a part of this Resolution, is approved; and the Mayor is hereby authorized to execute said Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that if the conditions outlined in the Agreement are met, the Mayor is hereby authorized to execute such other documents as may be reasonably necessary to effectuate the transfer title to the Manufactured Homes to UFA.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Granato voting	_____
Council Member Harrison voting	_____
Council Member Stewart voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____
Council Member Winder Newton voting	_____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

Exhibit 1
Interlocal Cooperation Agreement

Interlocal Cooperation Agreement

Salt Lake County
And
Unified Fire Authority

Transfer of Title to Manufactured Homes at Training Fire Station

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____, 2023 (“*Effective Date*”), by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“*County*”), and **UNIFIED FIRE AUTHORITY**, an entity created by an interlocal cooperation agreement and a political subdivision of the State of Utah (“*UFA*”). The County and UFA are individually referred to herein sometimes as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and UFA are public agencies for purposes of the Act.

D. In 2009, the County transferred its interest in certain real property located in Magna, Utah, known as the Training Fire Station (“*Training Fire Station*”) to the Salt Lake Valley Fire Service Area (“*SLVFSA*”) through an Interlocal Cooperation Agreement (“*Training Fire Station Agreement*”) with a reversionary clause stating that title to the Fire Station would immediately and automatically revert to and revest in the County if the Property was no longer used as a fire training station.

E. SLVFSA was a special service area in Salt Lake County created in accordance with the laws of the State of Utah and became known as the Unified Fire Service Area (“*UFSA*”) in 2013. UFSA is a member of UFA. In May 2023, UFSA, with the consent of the County and subject to the same reversionary clause, transferred title of the Training Fire Station to UFA.

F. Six manufactured homes (the “*Manufactured Homes*”) purchased by the County to be used as temporary office space had been placed at the Training Fire Station prior to the 2009 conveyance and remained at the Training Fire Station after the conveyance. Since 2009, these Manufactured Homes have been and are currently utilized in a permanent capacity by UFA at the Training Fire Station.

G. The Manufactured Homes are currently permanently affixed to the ground and combined into office space, and title to the Manufactured Homes should have transferred to SLVFSA or UFA as part of the Training Fire Station Agreement.

H. The Manufactured Homes currently provide no specific value to the County and should be disposed of as surplus property permanently attached to the Training Fire Station.

I. UFA has requested that the County transfer title to the Manufactured Homes to UFA so that it can continue to utilize the Manufactured Homes at the Training Fire Station.

J. Therefore, it has been determined that it is in the best interest of the County to declare the Manufactured Homes part of the Training Fire Station and transfer title of the Manufactured Homes to UFA upon the terms and conditions below.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the Parties agree as follows:

Section 1. **Conveyance.**

The County shall transfer title of the Manufactured Homes currently located at and permanently attached to the Training Fire Station, identified in Exhibit A, to UFA by delivering a signed Utah Certificate of Title for each Manufactured Home.

Section 2. **Consideration.** As consideration for this Agreement, UFA agrees to pay \$1.00 for each Manufactured Home, to assume responsibility for the Manufactured Homes, and to continue to use and maintain them as office space at the Training Fire Station.

Section 3. **“As Is” Exchange.**

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT, UFSA IS NOT RELYING, AND HAS NOT RELIED, ON ANY REPRESENTATION, GUARANTEE, WARRANTY OR ACTION OF THE COUNTY RELATING TO THE PROPERTY BEING CONVEYED TO UFA, AS APPLICABLE (HEREINAFTER, THE “**CONVEYED PROPERTY**”), AND UFA IS TAKING THE CONVEYED PROPERTY BASED UPON UFA’S OWN INVESTIGATION, INSPECTION, KNOWLEDGE, AND UNDERSTANDING OF THE CONVEYED PROPERTY. UFA ACKNOWLEDGES THAT IT HAS HAD ADEQUATE TIME AND OPPORTUNITY TO INVESTIGATE THE CONVEYED PROPERTY AS IT DEEMED NECESSARY AND/OR APPROPRIATE.

(b) UFA HEREBY ACCEPTS THE CONVEYED PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, AND, EXCEPT AS SET FORTH IN THIS AGREEMENT, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND THE COUNTY DOES HEREBY DISCLAIM AND RENOUNCE

ANY SUCH REPRESENTATION OR WARRANTY PREVIOUSLY GIVEN OR OFFERED TO UFA, EXCEPT TO THE EXTENT SUCH REPRESENTATION OR WARRANTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COUNTY PROVIDES NO WARRANTIES, REPRESENTATIONS OR ASSURANCES AS TO THE ENVIRONMENTAL CONDITION OF THE CONVEYED PROPERTY, OR THE CONFORMITY OF THE CONVEYED PROPERTY WITH ANY APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS.

Section 4. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that delivery of the Certificates of Title shall be accomplished promptly, as provided herein. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 5. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

(b) **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 Mayor or designee and the Chair of UFA's Fire Chief or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and UFA in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The Manufactured Homes shall 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.

Section 6. **General Provisions.** 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 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. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(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 in 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 States mail, certified mail postage prepaid and addressed to the Parties at the following addresses:

COUNTY: Salt Lake County Real Estate Section 2001 South State Street, #S3-110 Salt Lake City, Utah 84190 (385) 468-0341 Attn: Derrick L. Sorensen Email: dlsorensen@slco.org	UFA: Unified Fire Authority 3365 South 900 West Salt Lake City, Utah 84119 Attn: Fire Chief Email:
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<p>WITH A COPY TO:</p> <p>Salt Lake County District Attorney's Office – Civil Division 35 East 500 South Salt Lake City, Utah 84111 (385) 468-7700 Attn: R. Christopher Preston Email: rpreston@slco.org</p>	<p>WITH A COPY TO:</p> <p>Chief Legal Officer Unified Fire Authority 3365 S. 900 W. Salt Lake City, Utah 84119 Email:</p>
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(k) 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.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute, the County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]), or the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, County ordinances, or the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(n) Integration. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations or agreements of the Parties regarding the Parcels and the subject matter in this document.

[Signatures on Following Page]

IN WITNESS WHEREOF, UFA, by resolution adopted by its board, caused this Agreement to be signed; and the County caused this Agreement to be signed by the Mayor, or her designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Reviewed As To Form and Legality:

R. Christopher Preston, Deputy District Attorney

UNIFIED FIRE AUTHORITY

By: 
Dominic Burchett (Jun 15, 2023 09:51 MDT)

Chief Executive Officer

Approved As To Form:


Brian Roberts (Jun 14, 2023 15:28 MDT)

UFA Chief Legal Officer

Exhibit A

Description of Manufactured Homes

1. VIN: 84101Z
2. VIN: 84379A
3. VIN: 84380A
4. VIN: 84381A
5. VIN: 84382A
6. VIN: 84383A