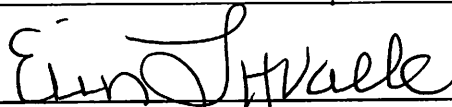


Mayor's Office : Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	
--------------------------------------	--

Date of Request	9/6/2017
Requesting Staff Member	Carlton Christensen
Requested Council Date	9/12/2017
Topic/Discussion Title	An Interlocal Cooperation Agreement with Unified Fire Authority supporting the S.A.F.E. Neighborhoods Program
Description	Agreement between the Unified Fire Authority as Emergency Manger and Salt Lake County to manage and operate the S.A.F.E (Schools Assist Families in Emergencies) to help train schools and neighborhoods about how to use emergency kits placed within the schools during natural disasters. Funded through the Regional Development Fund, it covers support as well.
Requested Action¹	Approve resolution for interlocal
Presenter(s)	Rick Graham, Carlton Christensen
Time Needed²	5 minutes (recommend consent)
Time Sensitive³	Yes
Specific Time(s)⁴	
Contact Name & Phone	Carlton Christensen x87032
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENT WITH THE UNIFIED FIRE AUTHORITY SUPPORTING THE S.A.F.E. NEIGHBORHOODS PROGRAM VALLEY WIDE

RECITALS

A. Salt Lake County ("County") and the Unified Fire Authority ("UFA") are local governmental entities authorized by the Interlocal Cooperation Act, Utah Code Annotated § 11-13-101, *et seq.*, to enter into an agreement, upon resolution of their respective governing bodies, for joint or cooperative actions.

B. UFA is the County's Emergency Manager and manages the County's S.A.F.E. Neighborhoods program.

C. S.A.F.E. Neighborhoods (Schools Assist Family in Emergencies) program started in Salt Lake City as its overarching earthquake preparedness program and has now been adopted by County.

D. County and UFA desire to supplement the S.A.F.E. program in order to help launch and market the S.A.F.E. Neighborhoods program valley-wide, which is in the best interest of County and its residents.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the Interlocal Cooperation Agreement attached hereto as ATTACHMENT A (the "Interlocal Agreement") is hereby approved, and that the Mayor of the County is hereby authorized to execute the same.

APPROVED and ADOPTED this ____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL:

Steve DeBry, Chair

ATTEST:

Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

APPROVED AS TO FORM:
District Attorney's Office

Melanie Mitchell

Digitally signed by Melanie Mitchell
DN: dc=org, dc=slcounty, ou=Departments,
ou=District Attorney, ou=Users, ou=GC,
cn=Melanie Mitchell, email=slmitch@slco.org
Date: 2017.07.03 14:05:58 -0600

Melanie F. Mitchell, Sheriff & County Services
Unit Chief

Date: ____ 3 July 2017 _____

ATTACHMENT A
Interlocal Cooperation Agreement

**Interlocal Cooperation Agreement
For
S.A.F.E. Neighborhoods Program**

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective April 1, 2017, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **UNIFIED FIRE AUTHORITY**, an interlocal entity and political subdivision of the State of Utah ("*UFA*").

RECITALS:

- A. UTAH CODE ANN. §11-13-212 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 a contract with each other to perform any service, activity or undertaking which each is authorized by law to perform.
- B. S.A.F.E. Neighborhoods (Schools Assist Family in Emergencies) Program started in Salt Lake City as its overarching earthquake preparedness program and has now been adopted by County.
- C. UFA is the County's Emergency Manager and manages the County's S.A.F.E. Neighborhoods program.
- D. County and UFA desire to supplement the S.A.F.E. program in order to help launch and market the S.A.F.E. Neighborhoods program valley wide.
- E. It is in the best interest of the County and its residents to support the S.A.F.E. Neighborhoods program through the UFA.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Scope of Work.** UFA agrees to manage and operate the S.A.F.E. Neighborhoods program ("Program"). UFA shall provide emergency response training and exercises, a GIS intern, emergency kits for non-traditional schools, map books for individual neighborhoods, a plotter for expanded printing, and marketing and a dedicated webpage.

Section 2. **Reimbursement.** This is a cost-reimbursement Agreement. The total amount to be reimbursed under this Agreement shall not exceed one hundred thousand two hundred seventy-five dollars (\$100,275.00) unless modified by mutual agreement of the parties through a written amendment. UFA shall be reimbursed for the costs incurred in the satisfactory performance or work as outlined in the budget set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. UFA will provide, along with each request for

reimbursement of costs, back-up documentation detailing the costs expended as part of this Agreement. County will reimburse UFA within sixty (60) days of receipt of a properly supported request. In the event County deems the request or supporting documentation inadequate, County will notify UFA within thirty (30) days of submittal of the request and provide specific information about what it deems to be inadequate. UFA will then have thirty (30) days to rectify any deficiencies in the request and documentation. These dates may be modified by informal agreement of the parties evidenced in writing, including via email.

Section 3. **Duration and Termination.** This Agreement shall be effective April 1, 2017 and shall continue through March 31, 2018. The period of performance shall commence on April 1, 2017 and end on December 31, 2017. In the event the date this Agreement is executed is more recent than the above beginning date, then this Agreement shall be considered to be retroactive and to have taken effect on the above beginning date. Either party may terminate this Agreement by giving written notice thereof to the other party. Such termination shall be effective thirty (30) days after receipt of such notice. Termination shall not relieve either party of any obligation or liability accrued hereunder prior to the date of termination. Upon termination, the parties agree that UFA shall be compensated by County for the services performed through the date of termination based on the Budget in Exhibit A.

Section 4. **Supervision.**

(a) **Supervision by County.** The person with primary responsibility for supervision of the performance of this Agreement on behalf of County shall be Jackie Nicholl with Salt Lake County Emergency Services.

(b) **Supervision by UFA.** The person with primary responsibility for the supervision of this Agreement on behalf of the UFA shall be Clint Mecham.

Section 5. **Equipment.** Any equipment or materials acquired or provided by UFA in the performance of the Program shall at all times remain under the sole ownership and control of UFA. All facilities and equipment of County utilized by UFA in the performance of the Program shall remain at all times under the sole control and ownership of County.

Section 6. **Confidentiality.** The parties acknowledge that both are governmental entities and thus subject to the Utah Governmental Records Access Management Act, Section 63G-2-101 et seq. ("GRAMA"). Pursuant to GRAMA, this Agreement and any records or information provided pursuant thereto may be subject to public disclosure. If a party provides the other party with a record or information the party believes is protected, controlled or private, the parties shall be deemed to be sharing the record(s) or information pursuant to Section 63G-2-206(2) and (6).

Section 7. **Indemnification.** Both parties are governmental entities subject to the Utah Governmental Immunity Act, Section 63G-7-101 et seq., Utah Code Annotated ("Act"). Nothing in this Agreement shall be construed as a waiver by either party of any rights of defenses available under the Act, including, without limitation any provision relating to jurisdiction and venue, filing written notice of claim or limitation of judgments. Subject to the provisions of the Act, each party agrees to indemnify, defend and hold harmless the other, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages that may result from the negligent acts or

omissions of the indemnifying party, its officers, agents or employees in connection with this Agreement up to the limits of the Act.

Section 8. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

- (a) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the UFA in accordance with UTAH CODE ANN. § 11-13-202.5.
- (b) **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.
- (c) **Rights.** This Agreement full set forth the purposes, powers, rights, objectives, and responsibilities of the parties in accordance with UTAH CODE ANN. § 11-13-212.
- (d) **Approval.** This Agreement was been approved by the Board of Directors of the UFA at its meeting on August 15, 2017.

Section 9. **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 permitted assigns of the respective parties hereto. Neither party shall assign or transfer any interest in this Agreement, nor assign any claim for money due or to become due under this Agreement, without the prior written consent of the other.
- (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) Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by an instrument in writing signed by the parties hereto. 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.

(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 their respective addresses.

(k) 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 or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); 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 or County ordinances.

(l) Third Party Beneficiaries. This Agreement is not intended to create any right, defense, or cause of action in any person or entity who is not a party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the following dates:

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Approved As To Form and Legality:

Melanie Mitchell

Digitally signed by Melanie Mitchell
DN: dc=org, dc=slcounty, ou=Departments,
ou=District Attorney, ou=Users, ou=GC,
cn=Melanie Mitchell, email=MMitchell@slco.org
Date: 2017.08.22 16:03:08 -06'00'


Melanie F Mitchell, Unit Chief
Date: 22 August 2017

UNIFIED FIRE AUTHORITY

By:  _____
Dan Petersen
Fire Chief

Date: 8/24/17

Approved As To Form and Legality:


Brian F. Roberts
Chief Legal Officer
Attorney

Date: 8/24/17

EXHIBIT A
COST REIMBURSEMENT BUDGET

ESTIMATED COSTS:

• Training and Exercise	\$19,440.00
• GIS Intern	\$22,500.00
• Emergency Kits for Non-Traditional Schools	\$5,500.00
• Map Books for Individual Neighborhoods	\$20,000.00
• Plotter for Expanded Printing	\$23,134.00
• Marketing and Webpage	\$9,700.00

**Interlocal Cooperation Agreement
For
S.A.F.E. Neighborhoods Program**

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- B. S.A.F.E. Neighborhoods (Schools Assist Family in Emergencies) Program started in Salt Lake City as its overarching earthquake preparedness program and has now been adopted by County.
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reimbursement of costs, back-up documentation detailing the costs expended as part of this Agreement. County will reimburse UFA within sixty (60) days of receipt of a properly supported request. In the event County deems the request or supporting documentation inadequate, County will notify UFA within thirty (30) days of submittal of the request and provide specific information about what it deems to be inadequate. UFA will then have thirty (30) days to rectify any deficiencies in the request and documentation. These dates may be modified by informal agreement of the parties evidenced in writing, including via email.

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omissions of the indemnifying party, its officers, agents or employees in connection with this Agreement up to the limits of the Act.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the following dates:

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Approved As To Form and Legality:

Melanie Mitchell

Digitally signed by Melanie Mitchell
DN: dc=org, dc=slcounty, ou=Departments,
ou=District Attorney, ou=Users, ou=GC,
cn=Melanie Mitchell, email=MMitchell@slco.org
Date: 2017.08.22 16:03:08 -06'00'


Melanie F Mitchell, Unit Chief
Date: 22 August 2017

UNIFIED FIRE AUTHORITY

By:  _____
Dan Petersen
Fire Chief

Date: 8/24/17

Approved As To Form and Legality:



Brian F. Roberts
Chief Legal Officer
Attorney

Date: 8/24/17

EXHIBIT A
COST REIMBURSEMENT BUDGET

ESTIMATED COSTS:

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