

**INTERLOCAL COOPERATION AGREEMENT**

**Between**

**SALT LAKE COUNTY**

**AND**

**THE UNIVERSITY OF UTAH**

**For Fleet Maintenance and Repair Services**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "Agreement") is made and entered into this 22 day of MAY, 2019 by and between Salt Lake County, a political subdivision of the State of Utah, for its Fleet Management Division (the "COUNTY"), and the University of Utah, a body corporate and politic of the State of Utah, for its Auxiliary Services department ("UNIVERSITY") pursuant to Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Cooperation Act"). The COUNTY and the UNIVERSITY are referred to herein as "Party" or collectively as the "Parties."

**RECITALS:**

A. COUNTY provides Fleet Management Services ("Services") to Salt Lake County departments and elected officials; and

B. UNIVERSITY is an institution of higher education and body corporate and politic of the State of Utah as provided for in § 53B-2-101(1), Utah Code Ann., 1953 as amended; and

C. WHEREAS, the governing bodies of the Parties are public agencies and are, therefore, authorized by the Utah Interlocal Cooperation Act, Sections 11-13-101, *et seq.*, Utah Code Ann., 1953 as amended, to enter into agreements to cooperate with each other in a manner

which will enable them to make the most efficient use of their resources and powers; and

C. UNIVERSITY desires COUNTY to provide campus shuttle maintenance and motor pool repair services for UNIVERSITY and COUNTY agrees to provide such services for campus shuttles and motor pool vehicles outlined in Exhibit 1, which is incorporated in this Agreement; and

D. WHEREAS UNIVERSITY previously issued purchase order 0000164596 for campus shuttles maintenance and motor pool repair services and wants to terminate that purchase order and enter an interlocal agreement; and

E. Pursuant to the authority granted in Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Cooperation Act"), the UNIVERSITY desires to enter into an interlocal agreement service contract with the COUNTY for Services to be provided through the Salt Lake County Fleet Management ("Fleet").

F. The Parties intend that the services to be provided by Fleet will be provided for the costs detailed on Exhibit 1 and agree that such costs are reasonable, fair and full compensation to the COUNTY for providing such services.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement. The Parties acknowledge that the agreement is advantageous, in part, because it is mutually non-exclusive in that Fleet may not require UNIVERSITY to use Fleet to perform any needed services and UNIVERSITY may not require Fleet to perform requested services.

#### **A G R E E M E N T :**

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and conditions hereinafter set forth, and pursuant to the provisions of the Interlocal

Cooperation Act, the Parties hereby agree as follows:

1. Scope of Services to be Provided by COUNTY. During the term of this Agreement, the COUNTY shall furnish to the UNIVERSITY requested maintenance for campus shuttles and motor pool repair services as provided in Exhibit 1, which is attached to and incorporated into this Agreement, for the prices listed. The Services provided hereunder shall be substantially the same quality, scope and level, using the same materials and workers, as is provided by Fleet to the COUNTY.
2. Transport of Vehicles. UNIVERSITY is responsible for delivering campus shuttles and motor pool vehicles to COUNTY's facility at 7125 South 600 West, Ste. 100, Midvale, UT 84047 ("COUNTY Facility") for repair and maintenance and for picking up the shuttles and motor pool vehicles at County's Facility. To the extent COUNTY towing services are necessary, COUNTY will subcontract with a towing service of its choice. COUNTY will bill UNIVERSITY for the cost of the towing as provided in Exhibit 1.
3. Liaison and Coordination with UNIVERSITY Representative. Fleet shall designate in writing one administrator to coordinate the delivery of Services to UNIVERSITY. UNIVERSITY hereby expressly acknowledges and agrees that its employees and agents who contact Fleet and request services for designated vehicles are authorized to do so and to bind the UNIVERSITY for payment for services. UNIVERSITY shall designate in writing one administrator to coordinate the delivery of Services by COUNTY.
4. Subcontracting Services. The COUNTY shall perform Services in a professional, reasonable and responsive manner. Some minor Services such as windshield repair may, due to necessity or convenience to COUNTY, be subcontracted for and performed by non-County entities and employees. COUNTY may use such subcontractors with the written

permission from UNIVERSITY's administrator identified in paragraph 4 above. UNIVERSITY agrees that COUNTY will use subcontractors to provide and COUNTY towing services for all campus shuttles and motor vehicles without seeking written permission from UNIVERSITY. The exact nature of how the Services are to be provided, the supervision and discipline of personnel, and any other matters incidental to providing the Services shall remain with the COUNTY.

5. Conflict Resolution. In the event of a dispute between the Parties regarding Services, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the UNIVERSITY will meet as soon as practical with a representative of the COUNTY to discuss and attempt to resolve the dispute. If a resolution is not forthcoming, then the aggrieved party may file a discrepancy report with the non-aggrieved party. The discrepancy report shall be in writing and shall contain a detailed description of the dispute and the aggrieved party's proposed resolution of the dispute. The other party shall then have ten (10) days to notify the aggrieved party in writing of its agreement or disagreement with the proposed solution of the dispute described in the discrepancy report. If the Parties do not agree, then the Parties shall resolve the dispute pursuant to Section 15 below.

6. Personnel, Equipment, Supplies and Facilities. In performing the Services described in Exhibit 1, the COUNTY or its subcontractors shall furnish and supply all necessary labor, supervision, equipment, parts, materials and other supplies and items necessary to complete requested work. The equipment, parts, material, and other supplies and items used will be those purchased by the COUNTY pursuant to contracts between the COUNTY and various suppliers or those chosen by various subcontractors

utilized by the COUNTY. Such suppliers may change from time to time without notice. If UNIVERSITY requires specific equipment, parts, materials, or other supplies or items due to contractual or other obligations, UNIVERSITY must advise COUNTY in writing of such specific needs.

7. Employment Status.

7.1 Official Status. The COUNTY shall have complete control and discretion over the COUNTY employees providing Services hereunder. Such persons shall be and at all times remain employees of the COUNTY, not the UNIVERSITY.

7.2 Salary and Wages. The UNIVERSITY shall not have any obligation or liability for the payment of any salaries, wages or other compensation to the persons providing Services hereunder. Salary, wages, compensation and other benefits shall be the COUNTY's responsibility.

7.3 Employment Benefit. The persons providing Services to the UNIVERSITY shall be and remain COUNTY employees or contractors, and neither shall have any right to any benefits from the UNIVERSITY for Services provided hereunder.

8. Governmental Immunity, Insurance and Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101, et seq. as amended (the "Act").

8.1 Permissive Use and Insurance. UNIVERSITY carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and applicable law. COUNTY is covered as a

permissive user under the State Risk Auto policy while using a UNIVERSITY vehicle.

8.2 Physical Damage During Storage and Repair. COUNTY shall be responsible and liable for all physical damage to UNIVERSITY campus shuttles and motor pool vehicles while they are being repaired by COUNTY or stored at COUNTY's repair shops at 7125 South 600 West, Midvale, UT, and not being driven.

8.3 Warranty. COUNTY'S responsibility and liability for any warranty work is limited to the value of the repairs made by the COUNTY.

8.4 Other Negligent Acts and Omissions. Subject to the exceptions concerning the responsibilities, liabilities and insurance set out in paragraphs 8.1 to 8.3 above, and consistent with the terms of the Act, the COUNTY and the UNIVERSITY shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers and agents while engaged in the performance of the obligations under this Agreement, and neither the COUNTY nor the UNIVERSITY shall have any liability whatsoever for any negligent act of omission of the other Party, its employees, officers, or agents, except as provided in paragraphs 8.1 to 8.3 above.

8.5 Non-Waiver. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

9        Term. This Agreement shall be effective upon being approved as provided in Utah Code Ann. Sections 11-13-202.5 and 11-13-202(2) and filed with the keeper of records as provided in Section 11-13-209 and unless renewed by written amendment or sooner terminated as provided herein shall terminate three years later, with one option to renew that must be exercised prior to the termination of this Agreement, for one additional three-year term. As of the effective date of this Agreement, UNIVERSITY Purchase Order 0000164596 and any extensions of that purchase order shall immediately terminate.

10.    Termination. Notwithstanding anything to the contrary, either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days prior written notice to the other party.

11.    Remittance. COUNTY will provide UNIVERSITY with a monthly invoice including payment required and payment instructions. Payment shall be made by check or money order within thirty (30) days of billing. If any payment is not remitted when due, the COUNTY shall be entitled to recover interest thereon at the rate of twelve percent (12.0%) per annum, beginning on the date the remittance is due and payable, plus collection costs. If the COUNTY pursues collection efforts in court, the prevailing party in the collection of fees matter shall be entitled to reasonable attorney fees and litigation costs. Attorneys' fees shall not be payable on any other litigation concerning the contract.

12.    Not to Exceed Amount. UNIVERSITY payments pursuant to this contract shall not exceed \$1,000,000.00 per year for services. COUNTY is not required to provide services above this amount per year.

13. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below.

COUNTY: Salt Lake County Mayor  
2001 State Street, N2-100  
Salt Lake City, UT 84190

with a copy to: Director of Salt Lake County Fleet  
Management  
7125 South 600 West, Ste. 100  
Midvale, UT 84047

and

Salt Lake District Attorney  
2001 South State Street, S-3600  
Salt Lake City, UT 84190

UNIVERSITY: Executive Director, Commuter Services  
1901 E. South Campus Drive, Room 101  
Salt Lake City, Utah 84112

with a copy to: Office of General Counsel  
201 S. Presidents Cir., Room 309  
Salt Lake City, Utah 84112

14. Insurance. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. Claims and Disputes. Claims, disputes and other issues between the parties arising out of or related to this Agreement which cannot otherwise be resolved shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in



writing, the COUNTY shall carry on Services during any such litigation and the UNIVERSITY shall continue to make payments to the COUNTY in accordance with the terms of this Agreement.

16. Applicable Law and Venue. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah and the venue shall be the Third District Court in and for Salt Lake County.

17. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings, oral and/or written, pertaining thereto.

18. Time. Time is the essence hereof.

19. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by written amendment complying with paragraph 23, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

20. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

21. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

22. Non-Funding. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, then this Agreement shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

23. Amendment. The Parties may amend this Agreement by a writing signed by the Parties. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties in accordance with the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq.

24. Additional Interlocal Act Provisions. The Parties acknowledge that this agreement is subject to the provisions and procedures contained in the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq., and they agree to process, approve, manage, and archive this agreement in accordance with the provisions with that Act. In compliance with the requirements of the Act and other applicable law:

24.1. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity. No real or personal property shall be acquired jointly by the parties as a result of this Agreement.

24.2. Administrator. 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 University's designee. The joint board shall meet as needed to review the operation of this Agreement. To the extent necessary, voting will be based upon one vote per party, pursuant to Utah Code Ann. § 11-13-206(1)(g).

24.3. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of a joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

24.4. Approval by the Parties. This Agreement shall be approved by each party, pursuant to §11-13-202.5 of the Interlocal Act;

24.5. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for COUNTY and UNIVERSITY in accordance with Utah Code Ann. § 11-13-202.5.

24.6. 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.

25. IN WITNESS WHEREOF, the COUNTY, by resolution of its Council, has authorized this Agreement to be signed by the Salt Lake County Mayor, and the UNIVERSITY, having obtained approval in the manner required by Utah Code Ann. §

11-13-101, et seq. (the "Interlocal Cooperation Act") has caused this Agreement to be signed by a proper authority.

SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor Jennifer Wilson or Designee  
Date \_\_\_\_\_

Approved by Salt Lake County Fleet Management

By: \_\_\_\_\_  
Greg Nuzman, Director

Approved as to Form & Legality

By: Paul K Smith 5/24/19  
Salt Lake County Deputy District Attorney  
U of U and Fleet interlocal for maintenance received 9May19 OGC

UNIVERSITY OF UTAH

By: \_\_\_\_\_  
NAME (printed):  
TITLE:  
Date 5/22/19

Approved as to Form & Legality

\_\_\_\_\_  
NAME: Christopher Stout  
TITLE: Associate General Counsel  
Date:

## **EXHIBIT 1**

### **Interlocal Agreement Between Salt Lake County and University of Utah For Campus Shuttle Maintenance and Motor Pool Repair**

#### **1) General Provisions**

Salt Lake County will provide certified and trained personnel to maintain campus shuttles and repair motor pool vehicles (collectively "Shuttles and Vehicles") for the following services:

- A. Provide maintenance and repair of Shuttles and Vehicles owned and operated by the University of Utah. Work shall be performed at the Salt Lake County facility at 7125 South 600 West, Midvale, UT 84047 ("County's Facility") during Salt Lake County Fleet's normal hours of operation unless other arrangements are made per "B" below.
- B. After-hours and on-location services will be provided as needed.
- C. All fees for such services shall be agreed upon in writing upon the request for these services prior to the provision of any such services.
- D. All towing provided for Shuttles and Vehicles to the Salt Lake County Fleet at 7125 South 600 West, Midvale, UT 84047 or other locations requested by University of Utah will be performed by subcontracted third-party towing services, not by County employees.
- E. Maintain current training on all Shuttles and Vehicles provided by vendors and any additional feasible training requested by the University of Utah.
- F. Use parts for the University of Utah's Shuttles and Vehicles that meet all manufacturer and warranty requirements.
- G. Provide read only access to online Salt Lake County Fleet Management system to view maintenance reports and vehicle work.
- H. Transportation to the County's Facility and subcontracted shops when towing is not necessary and from County's Facility and subcontracted shops will be provided by University of Utah personnel.

#### **2) Sublet Labor**

Salt Lake County administers and maintains several service contracts with vendors. Salt Lake County Fleet may, with written permission from University of Utah as provided in paragraph 4 of the interlocal agreement, use subcontractors to provide services under this Agreement. No written permission is necessary for County to use subcontracted towing services. Salt Lake County Fleet shall arrange for towing, if necessary, of Shuttles or Vehicles to the subcontractor as needed. For all subcontracted services, Salt Lake County shall charge the University of Utah the rate charged by the service provider, plus a service charge per invoice. Service charge shall be applied only to the invoice cost from the service provider.

#### **3) Parts**

Salt Lake County administers and maintains parts contracts for maintenance parts for the University of Utah Shuttles and Vehicles. Salt Lake County shall apply a markup charge to cover administrative overhead costs. The markup shall be applied only to the invoice cost of the parts charged by the supplier. The markup shall not be applied to shipping cost, fuel surcharges, or any other miscellaneous charges invoiced by the supplier. Salt Lake County will provide the University of Utah details of how markup charges are calculated. The University of Utah maintains the right to audit any parts purchase to include all documentation showing invoicing, bids, markups, etc. The University of Utah must also give approval prior to any tire changes that are done strictly due to wear depth.

#### **4) Facility Charges**

The incidental costs of doing business including consumable and facility supplies and environmental disposal fees shall be recovered through a facility charge per work order. The facility charge shall apply only to work performed by the County Facility.

**5) Rates for Labor**

Salt Lake County will charge actual labor performed on a work order except in the case where a flat rate has been assigned to the task performed. Salt Lake County will continue to expand flat rate charges at an agreed upon rate by both the County and the University of Utah.

**6) Road Call Charges**

The overhead costs associated with providing field service work (any site other than the County's Facility) include vehicle depreciation, replacement, maintenance, fuel, special tools and equipment required to perform field service work, consumable and incidental supplies and environmental disposal fees. When feasible, Salt Lake County will respond for University of Utah Shuttles and Vehicles road call service within one hour of the call. On all road service calls, the County reserves the right based on safety concerns to require the University of Utah to have the University of Utah Shuttles and Vehicles towed to the County's Facility instead of providing road call service.

**7) Credits**

Salt Lake County shall pass along to the University of Utah any credits which might be obtained by the Salt Lake County for insurance subrogation, manufacturer rebates, vendor credits, or any other type of refunds or credits eligible for work or service performed on behalf of the University of Utah's Shuttles and Vehicles by Salt Lake County.

**8) Training**

When feasible training is offered locally, Salt Lake County Fleet mechanics will be manufacturer-trained and certified to work on the University of Utah Shuttles and Vehicles.

**9) Warranty**

Salt Lake County shall provide a ninety (90) day or 3,000-mile warranty, whichever comes first, on parts and labor performed by Salt Lake County. Electrical parts shall be excluded and subject to manufacturer warranties if applicable. When applicable, manufacturer's warranty will be given to include the cost of parts and labor, where the warranty exceeds the 90 days/3,000 miles, granted by Salt Lake County. All parts and repair warranties are limited to the value of the cost of repair.

**2019 SALT LAKE COUNTY FLEET FEES FOR MAINTAINING CAMPUS SHUTTLES  
AND REPAIRING MOTOR POOL VEHICLES**

<b>Name of Fee</b>	<b>Rate</b>	<b>Unit</b>
Labor Rate		
Light Duty Facility	\$92.50	per hour
Hvy duty/Hvy Truck Facility	\$102.50	per hour
Lube Facility	\$ 77.50	per hour
Facility Fee	12.00%	
Parts Markup	24.00%	of part cost
Sublet processing only	10.00%	of invoice min \$7.50 max \$1,000
Fuel Markup	\$ 0.22	per gallon
Road Call	1.25 X	labor rate during road call
Customer Requested Overtime	1.25 X OT	labor rate for
Morning Startup	\$185.00	