

**INTERLOCAL AGREEMENT  
FOR DELIVERY OF FIRE PROTECTION SERVICES**

This agreement is entered into between SANDY CITY, a municipal corporation and political subdivision of the state of Utah ("City"), and the UNIFIED FIRE SERVICE AREA, a local district and political subdivision of the state of Utah ("UFSA").

A. The City and UFSA are public agencies and therefore authorized under the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101, et seq., to enter into agreements with each other which enable them to make the most efficient use of their powers.

B. UFSA is a local district created to provide fire and emergency medical services within its jurisdictional boundaries. It is a member of the Unified Fire Authority ("UFA"), an interlocal entity that provides fire and emergency medical services to its members. UFSA funds its participation in UFA through property taxes collected in its service area.

C. The White City Metro Township as well as certain unincorporated Salt Lake County areas exist as islands or pockets within the boundaries of the City (the "Service Delivery Area" or "Area"). This Area is part of UFSA's service area, and is taxed by UFSA. The Service Delivery Area may change from time to time if Sandy City or other municipalities annex any of the unincorporated islands or pockets. For the purposes of this agreement, the Service Delivery Area shall always mean the White City Metro Township as well as all unincorporated Salt Lake County areas that exist within the boundaries of the City at any given time.

D. The City and UFSA have independently reviewed the service delivery requirements for the Service Delivery Area and have determined that the most efficient fire protection service delivery can be provided by the City, because of the City's closer proximity to the Service Delivery Area and because of the isolated nature of the Area from the UFA service delivery facilities;

E. The City is able to provide to the Service Delivery Area fire protection services and emergency medical services, including paramedic and ambulance services, (collectively, "Fire Protection Services"). Fire Protection Services shall also include cause and origin investigations and shall also mean standard fire suppression response meeting all current National Fire Protection Association Standards ("NFPA"), as may be amended from time to time. The City holds the Utah State license to provide ambulance services within the Service Delivery Area. The City and UFSA hereby declare that the public health, safety, welfare, and convenience of the Service Delivery Area residents and businesses will be improved by having the City provide Fire Protection Services.

F. The City has historically contracted with either the UFA or Salt Lake County to provide Fire Protection Services to the Service Delivery Area, with the last agreement being dated December 31, 2009 with an effective date of January 1, 2010, with an effective term of ten years and subsequently extended to June 30, 2020 (the "2009 Interlocal Agreement"). The

City and UFSA (having determined that the UFSA, rather than UFA, is the more proper entity to enter this contract) desire to continue this cooperative effort to provide Fire Protection Services within the Service Delivery Area.

G. The UFSA is willing to make payment to the City for the Fire Protection Services identified in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Fire Protection Services to be Provided by the City.** The City agrees to perform Fire Protection Services in the Service Delivery Area. UFSA, in coordination with the UFA, shall have its dispatch center forward calls for Fire Protection Services in the Service Delivery Area to the City. Fire Protection Services shall be performed from one or more of the City's five fire stations (each of which provides service response to approximately four square-miles). The City shall provide its own personnel and equipment necessary to perform the required services.

2. **Payment.** UFSA shall pay the City 85% of all property taxes collected in the Service Delivery Area annually for the Fire Protection Services provided by this agreement. UFSA will receive the taxable value data near the end of April or early May each year, and will promptly notify the City of an approximate calculation of the payment for the next 12 months, to aid in the City's budgeting process. UFSA will provide to the City the final, accurate payment calculation after it adopts its tax rate in mid-June. The City will send a request for payment to UFSA for two semi-annual payments. The first request for payment (one-half the final payment calculation) shall be made in July and the second (one-half the final payment calculation) in January, based on the calculation of payment provided by UFSA. Payment will be due to the City within thirty days of UFSA's receipt of the request for payment. In the event that the agreement is terminated for any reason prior the end of the period for which a payment has been made by UFSA under this section, then the City will reimburse so much of the money as is due the UFSA pursuant to the following formula.

<b><i>Number of days remaining from the date of termination until the end of the payment year</i></b>	<b><i>X</i></b>	<b><u><i>Amount of money paid by the UFSA for that year's services</i></u></b>
		<b><i>365 Days</i></b>

3. **Effective Date and Duration.** The effective date for commencement of the delivery of services under the provision of this agreement shall be July 1, 2020, which is the day after the 2009 Interlocal Agreement will expire. Unless otherwise terminated, this agreement shall continue for a period of ten years. Either party may terminate this agreement for any reason by giving notice one year prior to the date of termination. The City's obligation to provide Fire Protection Services shall cease as to any portion of the Service Delivery Area which is subsequently incorporated or annexed as provided by law (except for annexations into the



White City Metro Township) upon annexation or incorporation. No adjustment to the USFA's payment shall be made until the year following any such annexation or incorporation.

4. **Response to Service Delivery Complaints.** The City shall be responsible for receiving and responding to any service delivery questions or complaints for those services it provides to the Service Delivery Area under the terms of this agreement. In the event UFSA or UFA receives complaints concerning the Service Delivery Area, it shall forward the complaints to the City.

5. **Right of the City to Direct Employees and Establish Performance Standards.** The City shall have the exclusive right to direct and discipline City employees, establish and implement standards of performance, and control all matters incident to the performance of the Fire Protection Services delivered by the City under this agreement, including all necessary equipment, labor, and materials.

6. **Quarterly Report.** On a quarterly basis, the Sandy City Fire Chief shall report to the White City Metro Township, in coordination with the UFA Liaison to the White City Metro Township, the incidents and response times to the White City Metro Township.

7. **No Agency Relationship.** The relationship between UFSA and the City shall not be construed as a joint venture, partnership, or principal-agent relationship, and under no circumstances shall any of the employees of one party be deemed to be employees of the other party for any purpose. This agreement shall not be construed as authority for either party to act for the other in any agency or any other capacity, except as expressly set forth in this agreement.

8. **No Third-Party Reliance.** This agreement is for the benefit of the City and the UFSA only, and is not intended to create any right, privilege, or cause of action in any third party, which claim is expressly denied.

9. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendments to this agreement shall be effective unless made in writing and signed by the parties. This agreement will not affect any current contract or interlocal or mutual aid agreement in place.

10. **Indemnification.** The City and UFSA are governmental entities under the Governmental Immunity Act. Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each party is responsible and liable for its own wrongful and negligent acts which are committed by its own agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damage occurring to persons or property as a result of the negligence or fault of their own officers, employees, or agents involved in the matter

pertaining to this agreement. The parties agree to indemnify, defend, and hold each other harmless from all damages, costs, or expenses in law or equity, including attorneys' fees, that may at any time arise or be set up because of damage to property, bodily injury, or death as a result of the negligence or fault of their own officers, employees, or agents involved in the matter pertaining to this agreement. The parties further agree to notify each other of any claims or actions under which one party may have to indemnify the other within thirty (30) days of receiving such claim or action.

11. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this agreement, the parties agree as follows:

- a. This agreement shall be authorized by a resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal Cooperation Act;
- b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the Section 11-13-202.5 of the Interlocal Cooperation Act;
- c. A duly executed original counterpart of this agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209 of the Interlocal Cooperation Act;
- d. To the extent that any administration of this agreement is necessary, then the UFSA District Administrator and the Sandy City Fire Chief, or their designees, shall constitute a joint board for such purpose, pursuant to Section 11-13-207 of the Interlocal Cooperation Act and, to the extent necessary, voting will be based upon one vote per party and not weighted, pursuant to Section 11-13-206(1)(g);
- e. This agreement does not create a separate entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held, or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

IN WITNESS WHEREOF, the parties do execute this agreement as of the dates set forth below, but effective as of the effective date stated in Section 3.

*Signatures appear on next page.*

**SANDY CITY**

By \_\_\_\_\_  
Mayor Kurt Bradburn

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

**UNIFIED FIRE SERVICE AREA**


By  \_\_\_\_\_  
Ifo Pili, District Administrator

Date: 5/1/2020

ATTEST:

\_\_\_\_\_  
Cyndee Young, District Clerk

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Rachel S. Anderson, UFGA legal counsel