

## **Metro Fire Agency Interlocal Agreement**

This Interlocal Agreement (the "Agreement") is entered into by and among Bluffdale City, a municipal corporation of the State of Utah; Draper City, a municipal corporation of the State of Utah; Murray City, a municipal corporation of the State of Utah; Sandy City, a municipal corporation of the State of Utah; City of South Jordan, a municipal corporation of the State of Utah; South Salt Lake City, a municipal corporation of the State of Utah; West Jordan City, a municipal corporation of the State of Utah; and West Valley City, a municipal corporation of the State of Utah, which may hereinafter be collectively referred to as "parties" or individually as a "party."

Whereas, the parties have determined that a separate interlocal entity known as the Metro Fire Agency (the "Agency") will assist in furthering the protection of the citizens of their respective cities and neighboring communities; and

Whereas, Agency will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the parties and the citizens of their cities and neighboring communities; and

Whereas, the parties' currently have mutual aid and automatic agreements and systems in place to assist with the provision of fire service to citizens and such agreements have demonstrated the parties' ability to work together in an effective and efficient manner; and

Whereas, the parties desire to broaden the scope of their cooperation to other beneficial areas of their operations including the formation, sponsorship and operation of task forces, as needed and permitted by law, to complement the services otherwise provided under this Agreement; and

Whereas, each of the parties have participated in the discussion and negotiation of this Agreement;

Now therefore, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to promote the health, safety, and welfare of the collective citizens of the parties, to provide improved fire protection for the participating municipalities and to provide immediate unified and cooperative action to guard against potential multiple threats to individual cities.
  - a. The parties declare that there is a community-wide need to provide for an interlocal fire agency and declare that this compelling need requires a state-of-the-art "all hazards" emergency response system. Such a system requires the creation of a Metro Fire Agency under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (Interlocal Act). This Agency will allow all participating municipalities to combine and share their collective capabilities and resources for themselves and their neighbors.
  - b. This Agency will further allow the parties, as well as non-participating public agencies

to this Agreement outside the geographical limits of the Agency, to form, sponsor and continue task forces as needed, including a specially trained urban search and rescue team known as Task Force 5, all of which are intended to complement the services otherwise provided under this Agreement.

- c. The Agency and its associated task force(s) may operate anywhere within or without the boundaries of the State of Utah, subject to governing state or federal laws, rules, regulations or compacts, in furtherance of the purposes outlined in this Agreement.

It is the purpose of this Agreement to provide for the accomplishment of these purposes in a manner provided herein.

## 2. Authority.

- a. The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges, and authority exercised by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.
  - b. This agreement supersedes all prior interlocal agreements concerning the Agency.
  - c. This Agreement ratifies all actions taken by the parties to this Agreement since 2016 in conformity with and pursuant to the express, implied, or apparent authority of the Agency not to include illegal or intentionally wrongful conduct.
3. Consideration. The consideration of this agreement consists of the mutual benefits and exchange of promises provided herein.
  4. Effective Date. This Agreement shall become effective when all the parties have signed it. The date the Agreement is signed by the last party to sign it (as indicated by the date stated opposite that party's signature) will be deemed the Effective Date of this Agreement. As soon as practical after the last party has signed, the host agency shall advise the parties in writing of the Effective Date.
  5. Term. The term of this Agreement shall commence on the Effective Date and shall terminate fifty (50) years from the Effective Date unless dissolved earlier pursuant to paragraph 16.
  6. Name. The name of the legal entity is the Metro Fire Agency (the "Agency").
  7. Governance. The Agency shall be governed by a Board of Trustees ("Trustees") which shall

have sole authority to conduct the business of the Agency.

- a. Trustee membership shall consist of each party's chief executive officer or designee. At the discretion of a party's chief executive officer each party may designate an alternate trustee.
- b. Trustees are responsible for all decisions related to the organizational, operational, and financial conduct of the Agency. Trustees will have responsibility for overseeing reciprocity within the Agency.
- c. Trustee decisions shall be based on a majority vote of its members. Each member city shall have one vote.
- d. If a Trustee representing a party does not agree with a majority decision made by the Trustees, that Trustee may (through written notice provided pursuant to paragraph 25) abstain from participating in the specific issue being addressed and that party will not be bound by that decision. Any written notice of abstention shall be provided within thirty (30) days of the Trustees voting to take the action.
- e. Trustee officers shall consist of a chair, vice-chair and secretary, and shall be elected by the Trustees among its members and shall serve for such terms and perform such duties as provided in the bylaws
- f. The chair shall be the presiding officer of the Trustees, and the vice-chair shall serve at the request of the chair or in the absence of the chair. The secretary shall keep minutes of the Trustees' meetings and shall attest to the signature of the chair as needed. Trustees may also appoint additional officers and representatives, and may assign duties to existing officers, as it deems necessary for the administration of the Agency.
- g. Trustees shall have regular meetings as needed or as provided in any bylaws and may have electronic meetings subject to the requirements of state law and any bylaws. Meetings will be held at a location to be determined by the Trustees.
- h. The chair shall give reasonable notice to all Trustees of the time and place of each meeting.
- i. Trustees may establish from time to time standing or ad-hoc committees as shall be deemed appropriate or necessary to carry out the business of the Agency.
- j. There shall be one host agency for administrative purposes. Such administrative purposes include, but are not limited to, assisting the elected chair of the Board of Trustees, hosting Agency meetings, providing public notice of Agency meetings, preparing and maintaining Agency documentation and records, and administering record requests pursuant to the Utah Governmental Records Access and Management Act. The host agency shall be the City employing the elected chair of the Board of Trustees unless otherwise designated by the

Trustees.

- k. Trustees is a public body and its members shall in all respects follow the requirements of the Open and Public Meetings laws, Title 52, Chapter 4, Utah Code Annotated, the Government Records Management Act, Title 63G, Chapter 2, Utah Code Annotated, all other applicable laws.
  - l. Trustees shall have the power to adopt, amend, and repeal rules, bylaws, policies and procedures to regulate the affairs and conduct the business of the Agency.
8. Operations Advisory Committee. In addition to any standing or ad-hoc committee that the Trustees may deem appropriate or necessary to carry out the business of the Agency, an Operations Advisory Committee ("Operations") shall be established under the direction and supervision of the Trustees.
- a. Operations membership shall be composed of a designee from each party.
  - b. Operations shall provide advice and recommendations to the Trustees for planning, budget preparation, system coordination, policies, procedures, and standards utilized by the Agency, and may be given other responsibilities and authority as approved by the Trustees.
  - c. Operations decisions shall be based on a majority vote of its members. Each member city shall have one vote.
  - d. Operations officers shall consist of a chair and vice chair, who shall be elected by Operations from among its members and shall serve for such term and perform such duties as shall be provided in the bylaws. Operations may also appoint additional officers and representatives as it deems necessary for the administration of its duties
  - e. Operations shall meet as provided in the bylaws or as determined by the Operations membership.
  - ~~f. Operations is a public body and its members shall in all respects follow the requirements of the Open and Public Meeting laws, Title 52, Chapter 4, Utah Code Annotated, and Government Records Access Management Act, Title 63G, Chapter 2, Utah Code Annotated, and all other applicable laws.~~
9. Party Control. Each party shall continue to control, own, and maintain its individual fire facilities, apparatus, and equipment at its sole expense. Although Agency-wide purchasing processes and Agency-wide contracts may be used, each party shall continue to maintain its separate purchasing processes. In addition, purchasing alliances may be formed among some or all of the parties for submitting bids to vendors. Each party shall continue to handle its own human resource functions to include payroll or benefits, personnel and staffing decisions, and employee compensation with respect to

its own employees.

- a. The Agency, in making decisions that impact the organizational and functionality of local fire departments representing each party, acknowledged the right of each party to choose whether or not to participate in recommendations that are made and accepted by the Trustees.
- b. The Agency may contract with any person or entity for the provision of services and materials in compliance with contracting and purchasing policies established by the Trustees, including legal and accounting services

#### 10. Agency Services.

- a. The Agency, as determined by the Trustees, may provide to each party emergency and non-emergency services which the Agency has the capability of providing, to include, but not limited to, firefighting, emergency medical response, hazardous materials response, bomb response, search and rescue, technical rescue, fire and safety prevention, environmental protection, and public education.
- b. It is acknowledged and agreed that the parties have previously been operating a task force known as Task Force 5. Task Force 5 consists of individuals with special skills, qualifications, training, knowledge and/or experience required for urban search and rescue operations.
  - i. Task Force 5 is hereby officially recognized and is authorized to participate in interstate and intrastate urban search and rescue operations in accordance with the Utah Emergency Management Act, Utah Code Ann. §§ 53-2a-101, et. seq., and other governing state and federal law.
  - ii. The Agency shall serve as the sponsoring agency for Task Force 5. The Agency shall operate Task Force 5 consistent with the purposes of the Agency. Task Force 5 shall be subject to and operate in accordance with this Agreement, Agency bylaws and applicable state and federal laws.
  - iii. Task Force 5 is authorized to recruit from the parties to this Agreement and from non-participating public agencies outside the geographical limits of the Agency. Task Force 5 shall recruit individuals with the requisite skills, qualifications, training, knowledge, and/or experience to participate with Task Force 5. Non-participating public agencies who want to join Task Force 5 shall execute a memorandum of understanding with the Agency that will govern their participation
  - iv. The Board of Trustees shall designate periodically a Task Force 5 Program Manager.

#### 11. Financial Matters.

- a. Budget Adoption. All financial matters of the Agency shall be conducted in accordance with applicable Utah State laws and generally acceptable accounting principles. ~~Trustees shall prepare an annual budget which shall include: (1) a proposed staffing schedule identifying all positions and titles of employees and officers employed and paid by the Agency; (2) a compensation schedule with pay grades for each employee or officer paid by the Agency; (3) a reasonably detailed identification of the source and amount of each anticipated revenue source of the Agency, including each fee or assessment to be made up the parties; (4) an organizational chart of the Agency; and (5) the Agency's mission statement, a brief summary of the immediate last year's accomplishments, and a statement of the budget year's goals and objectives.~~
  - b. Fees and assessments. Fees and assessments may be proposed as part of the budgeting process by a 2/3 vote of the trustees in a duly noticed public meeting and thereafter, forwarded in writing to each party's legislative body no later than May 15<sup>th</sup>, before the party's budget for the following year is adopted. No fee or assessment against a party will be valid or enforceable until that party has made an appropriation of funds to pay such an assessment.
  - c. Rules and Procedures for Fees and Assessments. The Trustees, by a 2/3 vote, may adopt rules and procedures to assure the proper collection of approved fees and assessments, consistent with the Agreement.
  - d. Party Non-appropriation as Withdrawal. In the event a party fails to appropriate and timely pay to the Agency the fees and assessments adopted by the Trustees and as provided in the Agency's duly adopted rules and procedures, such non-action shall be deemed to be a withdrawal of that party from the Agency, effective as the last day of December of the fiscal year in which the fees and assessments are due, notwithstanding the provisions of Item 15 below.
  - e. Independent Audit. The Trustees shall obtain an independent audit of the Agency for each budget year in which the estimated case revenues exceed \$10,000, which sum shall include fees, assessments, taxes, grants, but exclude in-kind or donated services, staffing, or operational support.
12. Support Staff. Support staff can be provided by the parties or on an as required basis at no cost to the Agency. The Trustees may impose fees or assessments upon the parties, pursuant to Item 11 herein, to hire full-time or part-time support staff when the Trustees determine that such action is necessary.
  13. Bylaws. Policies, procedures, and other Agency related business, and other operational and organizational issues will be governed through bylaws to be adopted by resolution of the Trustees.
  14. Additional Parties. Any municipality which has its own individual fire department may apply for membership in the Agency. Parties may accept the applicant only by unanimous vote of each party's governing body. If accepted, the applicant must agree in

writing to be bound by the terms and conditions of this Agreement.

15. **Withdrawal.** A party may withdraw from the Agency at the beginning of any new fiscal year, defined as July 1, by giving at least ninety (90) days prior written notice of withdrawal to the Trustees and to the other parties as provided in item 25. The notice of withdrawal shall be in writing, signed by the party's mayor or manager, and approved and authorized by resolution of the party's city council. Notwithstanding the foregoing, no party may withdraw from the Agency during the term of any agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless the party abstained from the financing agreement pursuant to paragraph 7(d) or mutually acceptable provisions are made whereby such existing agreement is assumed by another party, and such provisions are approved in writing under such agreement. Unless the withdrawal of a party results in the dissolution of the Agency, any withdrawing Party shall be entitled, subject to equitable for any prior credits given, to receive back any real or personal property (not consumed) provided by such party for use by the Agency under this Agreement, and all leases of such property shall automatically terminate. Agency-funded and Agency-acquired property shall remain with the Agency.
16. **Dissolution.** This Agreement may be terminated and the Agency may be dissolved by a 2/3 vote of the Trustees, provided there is no then existing agreement entered into by the Agency to finance the acquisition or construction of capital improvements for the Agency, unless mutually acceptable provisions are made whereby such existing agreement is assumed by one or more parties, and such provisions are approved in writing under such lease/purchase agreement. Upon dissolution, each party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the party leased, donated, or otherwise provided to the Agency. Any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the parties.
17. **Indemnification.** The Agency and the parties are governmental entities as set forth in the Utah Governmental Immunities Act, Title 630, Chapter 7, Utah Code Annotated ("Immunity Act"). Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Agency and the parties are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Agency and the parties do not waive any defenses otherwise available under the Immunity Act, nor does any party or the Agency waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. Moreover, the Agency and each party agrees to indemnify, defend and hold harmless, the other parties from any damage, loss, expense, judgment, or assessment arising in connection with any action or inaction by the Agency or the party, their agents, officials or employees.
18. **Insurance.** Each party shall be solely responsible for providing workers compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement. Each party shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions

of its own personnel rendering services under this Agreement. The Agency shall purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each party, to provide protection for its operations including, but not limited to, liability insurance, and workers compensation insurance.

19. Governmental Approval. This Agreement shall be conditioned upon its approval and execution by the parties pursuant to and in accordance with the provisions of the Interlocal Act including the adoption of resolutions of approval by the legislative bodies of the parties.
20. Laws of Utah. It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
21. Severability and Provisions. If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect; except that if Item 15 or 16 herein are held invalid, this Agreement shall be held invalid and shall be of no further force and effect.
22. Third Parties. This Agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a party hereto as provided herein, including but not limited to nonparticipating agencies that are permitted to participate in Task Force 5 and other task forces by a separate memorandum of understanding.
23. Titles or Captions. The titles or captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.
24. Non Assignability. Neither the Agency nor the parties shall transfer or delegate any of their rights, duties, powers, or obligations under this Agreement without a 2/3 consent of the Trustees.
25. Notices. All notices and other communication provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by email to the address the party may designate, or by fax to the fax number the party may designate, and concurrently sent by first class mail to the party and to the party's legal office, (b) personally delivered, or (c) sent by certified or registered United States mail addressed to the party at the address the party may designate, return receipt requested.
26. Counterparts. This Agreement may be executed by counterparts and be valid as if each party had signed the original document.



In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Bluffdale City

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Draper City

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Murray City

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: Sandy City

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: City of South Jordan

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: South Salt Lake

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: West Jordan

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney

In witness whereof, the parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below:

City: West Valley City

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney