

Sandy City Copy

## INTERLOCAL AGREEMENT FOR DELIVERY OF FIRE PROTECTION SERVICES

This agreement is made and entered into this 31<sup>st</sup> day of December 2009, by and between SANDY CITY, a Municipal Corporation of the State of Utah (hereinafter "City"), and UNIFIED FIRE AUTHORITY, a Fire District in the State of Utah (hereinafter "UFA")

**WHEREAS**, the City and UFA are public agencies and therefore authorized under the Utah Inter-local Co-operation act, section 11-13-1, et seq., U.C.A., to enter into agreements with each other which enable them to make the most efficient use of their powers; and,

**WHEREAS**, certain islands, and other areas of urbanized County territory exist within or contiguous to the boundaries of the City and require delivery of fire protection and emergency medical services which are inefficient and contrary to good practices of governmental economy; and,

**WHEREAS**, UFA is the fire protection agency representing Unincorporated Salt Lake County,

**WHEREAS**, the City and the UFA have independently reviewed the service delivery requirements for those areas of the County within the boundaries described and shown in **Exhibit "A"**, (hereinafter "Service Delivery Area or Area"), including all of the islands in Sandy, as more fully described in Exhibit "A", 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 area and because of the isolated nature of the area from the UFA service delivery facilities; and,

**WHEREAS**, the City and the County entered into an inter-local cooperative agreement to provide first response fire protection services in 1983, in order to provide the most efficient and timely response of these services; and,

**WHEREAS**, the City is able to provide to the Service Delivery Area fire protection services and emergency medical services, including paramedic and ambulance services (herein all referred together as "Fire Protection Services"); and,

ORIGINAL DOCUMENT  
PROPERTY OF SANDY CITY RECORDERS OFFICE

**WHEREAS**, the City holds the Utah State License to provide Ambulance services within the islands within the City.

**WHEREAS**, the City and the UFA hereby declare that the public health, safety, welfare and convenience will be improved by having the City provide fire protection Services identified in this agreement and,

**WHEREAS**, the UFA is willing to make payment to the City for the identified 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 and Emergency Medical Services, including paramedic and ambulance services within the service delivery area: and handle cause and origin investigations in the Service Delivery Area. UFA shall have their dispatch center forward calls for Fire Protection Services in the Service Delivery Area to the City. "Fire Protection Services" shall mean standard fire suppression response meeting all National Fire Protection Association standards ("NFPA", 2007 edition, and as amended during the term of the Agreement). Standards for such services shall be performed from one or more of the city's five fire stations. Each of the city's five fire stations provides service response to approximately four square miles. The City shall provide its own personnel and equipment necessary to perform the required services.
2. **EFFICTIVE DATE.** The effective date for commencing the delivery of services under the provisions of this agreement shall be the 1<sup>st</sup> day of January, 2010.
3. **NO SEPERATE LEGAL ENTITY.** No separate legal entity is created by this agreement, however to the extent that any administration of this Agreement becomes necessary, then the Fire Chief of UFA and the Sandy City Fire Chief, or their designees, shall constitute a joint board for such purpose.
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 UFA receives complaints concerning the Service Delivery Area, it shall forward the complaints to the City through a process agreed to by the parties.

5. **Payment** The UFA agrees to pay the City the sum of **SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS per year** for the services provided under this agreement. The City will send a request for payment to UFA for two semi-annual payments. The first will be due in the month of February and the second in the month of August. In the event that the Agreement is terminated for any reason prior to the end of the period for which the payment has been made by UFA under this section, then the City will reimburse so much of the money as is due the UFA pursuant to the following formula.

*Number of days remaining from the date of termination until the end of the payment year* X  $\frac{\text{Amount of money paid by the County for that year's services}}{365 \text{ days}}$

Payment for each subsequent year shall be adjusted annually based upon the percentage changes (whether up or down) in the latest Consumer Price Index (CPI-U) for the western U.S. Region for cities of 50,000 to 330,000 as reported by the U.S. Department of Labor for the period just prior to the anniversary of this Agreement. (or if that figure is not available, then the most reliable equivalent measure for the Sandy area during the preceding calendar year) multiplied by the UFA's price for service during the preceding year. The amount of fee change and the new contract price shall be calculated by the City's Fire Chief after consulting with the UFA. He shall communicate his determination in writing to the UFA fire Chief not less than 15 days prior to the beginning of the new contract year. In the event that the UFA disputes the calculation, then it shall so respond in a signed writing setting out its calculation, and basis therefore. The city shall allow for an equitable adjustment in price should any service area previously located in the County become part of the City.

6. **SET-OFF PROHIBITED.** No payment or obligation due from the County or UFA under this Agreement may be used as credit or set-off against any other claim, debt or obligation.

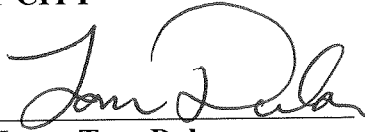
7. **RIGHT OF THE CITY TO DIRECT EMPLOYEES AND ESTABLISH PERFORMANCE STANDARDS.** Except as otherwise provided in this Agreement the City shall have the exclusive right to direct and discipline City Employees, establish and implement standards of performance, and control all matters incident to the performance of the services delivered by the City under this agreement. including all necessary equipment, labor and materials.

8. **CITY AND UFA PERSONNEL NOT AGENTS OF THE OTHER.** The City and UFA employees providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents or employees of the employing entity.
9. **REAL OR PERSONAL PROPERTY.** The parties do not anticipate that they will acquire or hold any real or personal property in this cooperative undertaking, but in the event that any such property is acquired by the parties, jointly for the undertaking, then it shall be divided as the parties representatives shall agree, or, if no agreement reached, then it shall be divided according to their respective payments for the property.
10. **NO THIRD PARTY RELIANCE.** This Agreement is for the benefit of the City and the UFA only, and is not intended to create any right, privilege, or cause of action in any third party, which claim is expressly denied.
11. **DURATION.** Unless otherwise terminated the duration of this agreement shall commence on the effective date set forth in paragraph 2 above and shall continue for a period of ten years. Either party may terminate the contract by giving notice one year prior to the date of termination. This agreement will also be terminated as to any Portion of the Service Delivery area which is subsequently incorporated or annexed as provided by law.
12. **ADMINISTRATION.** The City appoints its Mayor as its representative and initial contact for all matters relating to the City's administration of this Agreement. The UFA appoints its Fire Chief as its representative and initial contact for all matters relating to the UFA's administration of this Agreement.
13. **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.
14. **AMENDMENT, REPLACEMENT OF THE 1999 AGREEMENT WITH SALT LAKE COUNTY.** This agreement constitutes the entire agreement between parties, and no other promises or understandings, express or implied, shall be binding upon the parties unless made by a written amendment to this Agreement signed by the parties. This contract will not affect any current contract or inter-local or Mutual Aid Agreement in place. Except that it will replace the December 8, 1999 agreement with Salt Lake County. Titled (**Inter-local Agreement for Delivery of Fire Protection Services**)
15. **INDEMNIFICATION.** The City and UFA 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

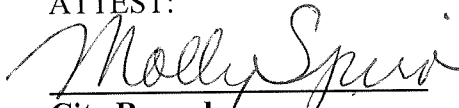
and negligent acts which are committed by its own agents, officials or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless 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.

**IN WITNESS WHEREOF**, the parties do execute this agreement on the day and first set forth above.

**SANDY CITY**

BY   
**Mayor Tom Dolan**

ATTEST:

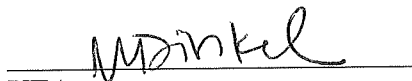
  
**City Recorder**



**APPROVED AS TO LEGAL FORM**

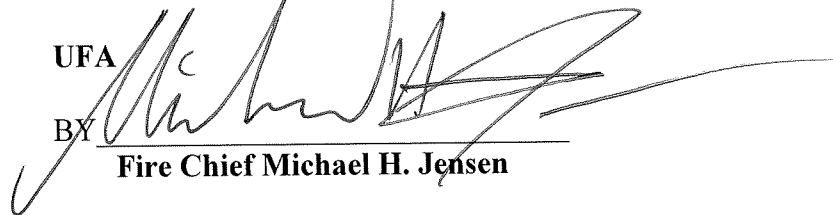
  
**Senior City Attorney**

ATTEST:

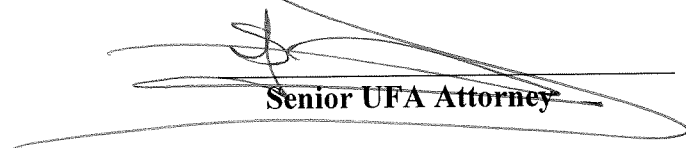
  
**UFA**

UFA

BY

  
**Fire Chief Michael H. Jensen**

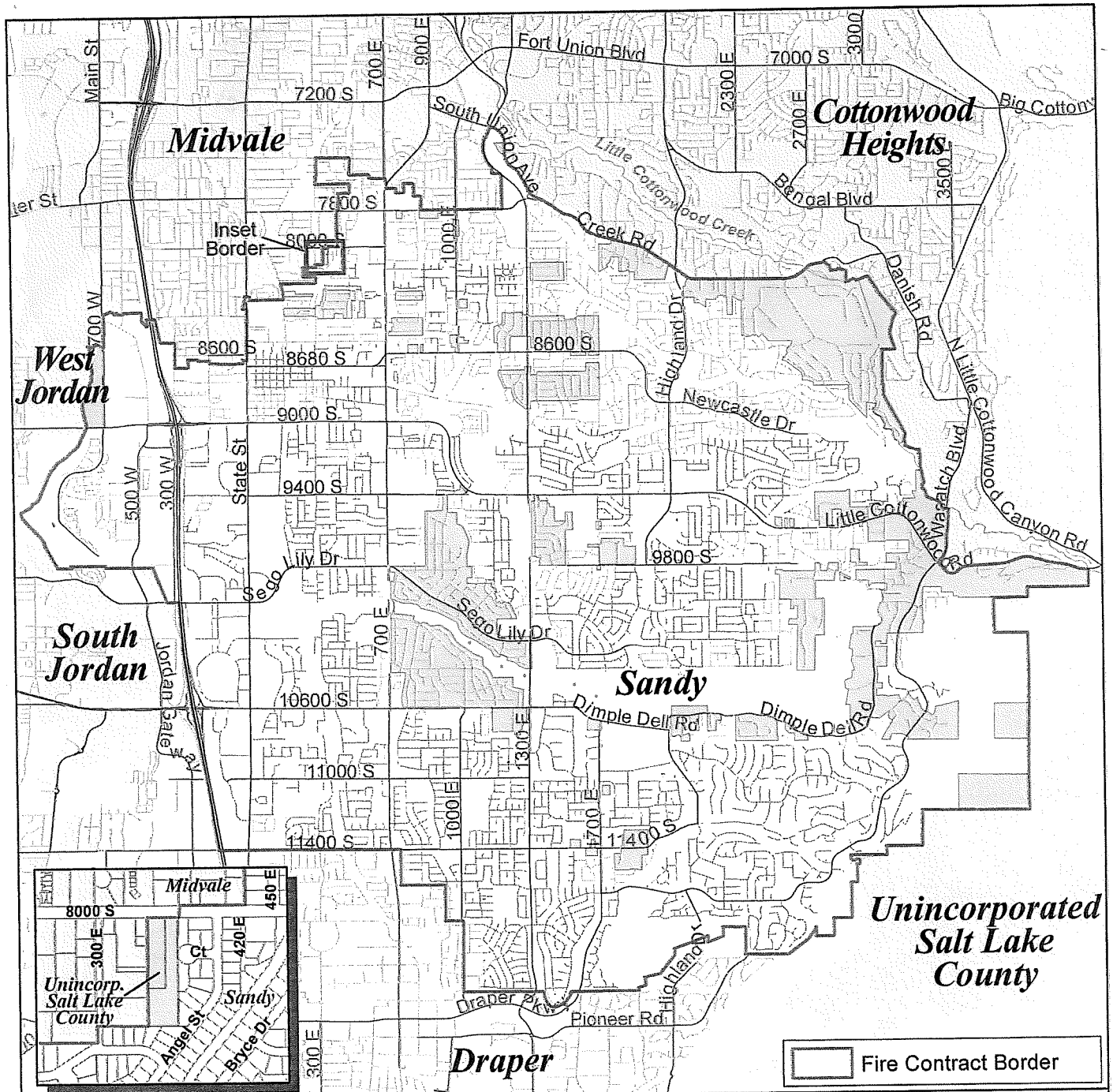
**APPROVED AS TO LEGAL FORM**

  
**Senior UFA Attorney**

## **EXHIBIT "A"**

### **Sandy City Unified Fire Authority Fire Contract**

Starting from the junction of Little Cottonwood Canyon Road and Wasatch Blvd following West to Little Cottonwood Creek until it meets the Sandy City Cottonwood Heights City Border then following the Sandy City Cottonwood Heights City Border to the Midvale Border at 1300 East Street; Then following the Midvale City Sandy City Border to 700 West Street; Then Following The Jordan River South to 9000 South Street; Then Following the West Jordan City Sandy City Border South to the South Jordan Sandy City Border and then to the Sandy City Draper City Border then East along the South border of Sandy City to the U.S. National Forest service line; then following Forest Service Line North to the North Edge of the Lone Peak Wilderness Area then East along the North boundary of the Lone Peak wilderness Area to a point directly South of the starting point at Wasatch BLVD and Little Cottonwood Road., as Shown in the contract service map dated December 3, 2009.



## County Islands Served by Sandy City Fire

### EXHIBIT "A"



Scale: 1 Inch = 1 Mile



Produced using the Sandy City GIS  
 Jake Petersen, GIS Technician  
 May 6, 2010

15. **INDEMNIFICATION.** The City and UFA 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 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.

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**SANDY CITY**

ATTEST:

BY \_\_\_\_\_  
**Mayor Tom Dolan**

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

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
**Senior City Attorney**

ATTEST:

**UFA**

BY \_\_\_\_\_  
**Fire Chief Michael H. Jensen**

\_\_\_\_\_  
**UFA**

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
**Senior UFA Attorney**

10/4/09 mbr  
**SANDY CITY APPROVALS**  
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Legal Form \_\_\_\_\_  
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