

**INTERLOCAL AGREEMENT FOR REVIEWS OF CERTAIN LAND USE
APPLICATIONS IN UNINCORPORATED SALT LAKE COUNTY BY SANDY CITY
FIRE DEPARTMENT**

THIS AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (“County”); SANDY CITY, a political subdivision of the State of Utah (“Sandy Fire”); UNIFIED FIRE AUTHORITY, an interlocal entity and political subdivision of the State of Utah (“UFA”); and GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a political subdivision of the State of Utah (“MSD”). County, Sandy Fire, UFA, and MSD may be collectively referred to herein as the “Parties.”

RECITALS

A. The Parties are public agencies authorized under the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101, et seq. (the “Interlocal Act”) to enter into agreements with each other which enable them to make the most efficient use of their powers.

B. MSD provides planning and development services on behalf of the County.

C. MSD currently sends various development applications within the entire unincorporated Salt Lake County (“unincorporated county”) to UFA for review for compliance with applicable fire regulations.

D. Sandy Fire currently provides fire protection and emergency medical services to some areas of the unincorporated county pursuant to an agreement with UFA (the “Sandy/UFA Service Area”). Sandy Fire desires to review development applications within the Sandy/UFA Area for compliance with applicable fire regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and undertakings of the parties hereto, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. **Services.** Sandy Fire will review applications that meet both of the following criteria:
 - a. Applications that MSD sends out for agency review on behalf of the County to ensure compliance with applicable fire code regulations;
 - b. Applications that are within unincorporated county areas within Sandy Fire’s service area. Sandy Fire’s service area means Sandy City municipal boundaries, including unincorporated islands within those boundaries.

UFA will no longer review applications that meet these criteria.

2. **Compensation.** Sandy Fire will receive no compensation from any of the Parties for the services outlined in paragraph 1.

3. **Applicable Codes.** When reviewing applications pursuant to this Agreement, Sandy Fire shall apply the State Fire Code. Sandy Fire shall apply the 2006 Utah Wildland Urban Interface Code when required by the Salt Lake County Code.

4. **Liability.** The Parties are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 to -904. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers, or employees. No party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

5. **Term.** This Agreement shall be effective upon the last of the following events to occur: (i) approval of the Agreement as provided in Utah Code § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties, and shall continue in full force and effect from year to year thereafter for 50 years, unless previously terminated as provided herein. Any party may terminate this Agreement at any time, with or without cause, by giving ninety (90) days prior written notice to the other parties. Such termination shall not be considered a breach of contract.

6. **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 three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to County: Salt Lake County
Lisa Hartman
2001 S. State St., S2-100
Salt Lake City, Utah 84190

If to the MSD: Greater Salt Lake Municipal Services District
Attn: General Manager
2001 South State Street, #N-600
Salt Lake City, UT 84190

If to UFA: Unified Fire Authority
Office of the Chief

3380 South 900 West
Salt Lake City, UT 84119

If to Sandy Fire: Sandy City
Attn: Fire Chief and City Attorney
10000 South Centennial Parkway
Sandy, UT 84070

7. **Agency.** No agent, employee or servant of any of the Parties is or shall be deemed to be an employee, agent, or servant of the other Parties. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other parties. The Parties shall each be solely and entirely responsible for their own acts and for the acts of their own agents, employees, and servants during the performance of this Agreement. Sandy Fire acts as an independent contractor and is not an employee or agent of the other Parties.

8. **Force Majeure.** No party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, the affected Party shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other parties.

9. **No Obligations to Third Parties.** This Agreement shall not confer any rights to third parties.

10. **Governing Law.** The laws of the State of Utah govern all matters arising out of this Agreement.

11. **Counterparts.** This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

12. **County Ethical Standards.** Each Party represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this

Agreement upon an 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 statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

13. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

13.1 This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

13.2 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 Section 11-13-202.5 of the Interlocal Act;

13.3 A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

13.4 Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing and budgeting of such costs; and

13.5 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board or an executive officer from each of the Parties, or their designees. Although it is not anticipated that voting will be required, to the extent that voting is required, voting shall be made on the basis of one vote per Party, and not weighted. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

14. **Entire Agreement and Amendment.** This agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing in accordance with applicable requirements of the Interlocal Act and signed by the parties.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the date and year specified above.

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Review and Advice as to form and legality:

By: _____
Deputy District Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR SANDY FIRE

SANDY CITY

By: _____

Date _____

Review and Advice as to form and legality:

By: _____
Deputy City Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR UFA

UNIFIED FIRE AUTHORITY

By: _____
Dominic Burchett
Fire Chief

Date _____

APPROVED AS TO FORM

Brian F. Roberts
Chief Legal Officer

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR MSD

**GREATER SALT LAKE MUNICIPAL SERVICES
DISTRICT**

By: _____

Date _____

Review and Advice as to form and legality:

By: _____
Attorney

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