

RESOLUTION NO. 2005-34

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY, MURRAY CITY, SOUTH SALT LAKE CITY, WEST JORDAN CITY, SANDY CITY AND BLUFFDALE CITY FOR THE FORMATION OF A METRO FIRE AGENCY.

WHEREAS, Utah Code Ann. § 11-13-101, *et seq.*, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:

Section 1. Approval. Bluffdale City Council hereby approves the attached agreement described as an Interlocal Agreement between West Valley City, Murray City, South Salt Lake City, West Jordan City, South Jordan City, Sandy City and Bluffdale City for the formation of a Metro Fire Agency.

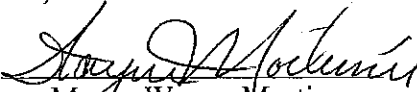
Section 2. Execution. The Mayor is hereby authorized to execute the agreement on behalf of Bluffdale City Corporation and to act in accordance with its terms.

Section 3. Implementation. The Mayor and other appropriate City officials are authorized to perform all acts they deem necessary and appropriate to implement the Agreement and all matters authorized in this Resolution.

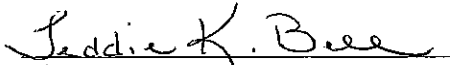
Section 4. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts and provisions of this Resolution shall be severable.

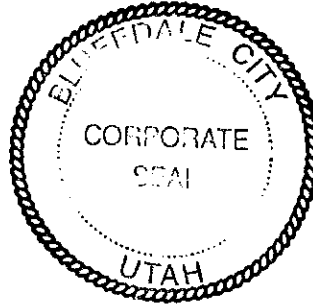
Section 5. Effective Date. This Resolution shall become effective immediately upon its passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED, ADOPTED, AND APPROVED BY THE CITY COUNCIL OF BLUFFDALE CITY, STATE OF UTAH THIS 25TH DAY OF OCTOBER, 2005.

By: 
Mayor Wayne Mortimer

ATTEST:


City Recorder



Voting by the City Council: Aye Nay

Council Member Briggs	<u> x </u>	_____
Council Member Clark	<u> x </u>	_____
Council Member Kelley	<u> x </u>	_____
Council Member Maxfield	<u> x </u>	_____
Council Member Speed	<u> x </u>	_____

**METRO FIRE AGENCY
INTERLOCAL AGREEMENT**

This Agreement is entered in to this 25th day of October, 2005 by and among **WEST VALLEY CITY**, a municipal corporation of the State of Utah; **SANDY CITY**, a municipal corporation of the State of Utah; **MURRAY CITY**, 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; **SOUTH JORDAN CITY**, a municipal corporation of the State of Utah; and **BLUFFDALE CITY**, a municipal corporation of the State of Utah, (herein collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the Parties have determined that the formation of a metro fire agency will assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, the creation of a metro fire agency will allow for increased benefits regarding purchasing, mutual aid assistance and human resource management to the Parties and the citizens of their cities; and

WHEREAS, the Parties currently have mutual aid and automatic aid agreements and systems in place to assist with the provision of fire service to citizens and such agreements have demonstrated the various agencies' 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; and

WHEREAS, each of the undersigned cities have participated in the discussion and negotiation of the creation of this agency;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **PURPOSE.** The Purpose of this cooperative agreement is to promote the health, safety and welfare of the collective citizens of the Parties, to provide superior fire protection for municipalities; and to require immediate unified and cooperative action to guard against potential multiple threats to individual cities. The Parties declare that there is a community-wide need to provide for an inter-local fire protection 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 Fire Agency under the Inter-Local Cooperation Act. This Agency will allow all participating municipalities to combine and share collective capabilities and resources for themselves and their neighbors. It is the purpose of this Agreement to provide for the accomplishment thereof in the manner provided herein.

2. **AUTHORITY.** The Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13 of the *Utah Code Annotated* (herein the "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; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

3. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

4. **EFFECTIVE DATE.** This Agreement shall become effective when two or more of the Parties named above each execute an original or copy of this Agreement as required by law.

5. **TERM.** The term of this Agreement shall be three (3) years from the Effective Date, unless sooner terminated by mutual written agreement of the Parties. The Agreement may be renewed upon terms and conditions mutually acceptable to the Parties.

6. **NAME.** The name of the new legal entity is the Metro Fire Agency (herein the "Agency").

7. **PARTY CONTROL.** Each Party shall continue to own and maintain its individual fire facilities, apparatus, and equipment. Each Party shall continue to maintain its separate purchasing processes although Agency-wide purchasing contracts may be used and purchasing alliances may be formed within the Agency for submitting bids to vendors. Each Party shall continue to maintain its own paramedic and ambulance licenses. Each Party shall continue to handle its own human resource functions to include payroll and benefits, personnel and staffing decisions, and employee compensation although an Agency-wide compensation standard may be provided annually as a recommendation.

- a. The Agency, in making decisions that impact the organizational and functionability of local fire departments (representing member cities), acknowledges the right of each municipality to choose whether or not to participate in recommendations that are made and accepted by the Board of Operations and the Board of Trustees.
- b. The Agency may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Board of Trustees, including legal and accounting services.

8. **AGENCY SERVICES.** The Agency, as determined by the Board of Operations and approved by the Board of Trustees, may provide to each Party emergency and non-emergency services 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.

9. **GOVERNANCE.** The Agency shall be governed by a Board of Trustees (Trustees) and a Board of Operations (Operations), which shall have sole authority to conduct the business of the Agency as follows:

- a. Trustees: Trustees membership shall consist of each City's Manager or Mayor whichever is appropriate, or designee. Trustees are responsible for all decisions related to the organizational, operational, and financial conduct of the Agency. Trustees will be empowered to accept or reject any decision or recommendation of Operations. Trustees will have responsibility for overseeing reciprocity within the Agency.
 - i. Trustee decisions shall be based on a majority vote of its members, and each member city shall have one vote.
 - ii. If a trustee, representing a member city, does not agree with a majority decision made by the Board, the member city may (through written notice) abstain from participating in the specific issue being addressed.
 - iii. Board officers shall consist of a chair, vice chair and secretary, who shall be elected by the Trustees from among its members and shall serve for such terms and perform such duties as shall be provided in the by-laws.
 - iv. The chair shall be the presiding officer of Trustees, and the vice chair shall serve at the request of the chair or in the absence of the chair. Trustees may also appoint additional officers and representatives as it deems necessary for the administration of the Agency.
 - v. Trustees shall have regular meetings at least once every month, and more frequently if needed or as provided for in any by-laws.
 - vi. The chair shall give reasonable notice to all Trustees members of the time and place of each meeting and shall in all respects follow the requirements of the open and public meeting laws specified in Title 52, Chapter 4 of the Utah Code Annotated, and any other applicable laws.
 - vii. Trustees may establish from time to time such committees as shall be deemed appropriate or necessary to carry out the business of the Agency.
 - viii. Trustees shall have the power to adopt, amend, and repeal rules, by-laws, policies and procedures to regulate the affairs and conduct the business of the Agency.
- b. Operations: Operations will be responsible for all planning, budget preparation, system coordination, policies, procedures, and standards utilized by the Agency as approved by the Trustees. Operations membership shall be composed of Fire Chiefs from each Party or designee.

- i. Operations decisions shall be based on a majority vote of its members. Each member city shall have one vote.
 - ii. Board officers shall consist of a chair, vice chair and secretary, who shall be elected by Operations from among its members and shall serve for such terms and perform such duties as shall be provided in the by-laws. Operations may also appoint additional officers and representatives as it deems necessary for the administration of the Agency.
 - iii. Operations shall have regular meetings at least once each month, and more frequently if needed or as provided in the by-laws.
- c. Policies, procedures, other agency related business, and other operational issues will be governed through by-laws established by the Board of Operations and approved by the Board of Trustees.

10. **ADDITIONAL PARTYS.** Any municipality within Salt Lake County which has a fire department may apply for membership to the Agency. Such application shall be received by Operations and presented to Trustees with a recommendation. Upon a recommendation by Operations to accept, Trustees may accept the applicant only by a unanimous vote. If accepted, the applicant must give written approval of the terms and conditions of this Agreement and must give written consent to remain a member of the Agency for a minimum of three years. After the three year commitment, the additional Party may elect to withdraw from the Agency pursuant to the restrictions of this Agreement.

11. **TERMINATION.** A Party may withdraw from the Agency at the beginning of any new fiscal year by giving at least twelve (12) months prior written notice of withdrawal to the Trustees and the other Parties (via certified mail). The notice of withdrawal shall be a resolution of Party's governing body signed by its CEO. 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 mutually acceptable provisions are made whereby such existing agreement is assumed by any 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 adjustment 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.

12. **DISSOLUTION.** This Agreement may be terminated and the agency may be dissolved by the unanimous vote of Trustees, subject to any 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 any Party, 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.

13. **INDEMNIFICATION.** The Agency and the Parties are governmental entities as set forth in the Utah Governmental Immunity act, Title 63, Chapter 30d of the *Utah Code Annotated* (Immunity Act). Consistent with the 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 currently provided by the Immunity Act.

14. **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 provide insurance to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

15. **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.

16. **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.

17. **SEVERABILITY OF PROBISIONS.** If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect.

18. **THIRD PARTIES.** This Agreement is not intended to benefit any part or person not named as a Party specifically herein, or which does not later become a Party hereto as provided herein.

19. **TITLES AND CAPTIONS.** The titles and 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.

20. **NON ASSIGNABILITY.** Neither the Agency nor the Parties shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement without the unanimous consent of Trustees.

21. **NOTICES.** Any notices desired or required to be given under the terms of this Agreement shall be personally delivered to all Parties or mailed by certified mail, return receipt requested, postage prepaid.

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.

Agreed this _____ day of _____, 2005 for West Valley City.

MAYOR

ATTEST:

CITY RECORDER

Approved as to legal form and compliance with applicable law:

Attorney for West Valley City

Agreed this _____ day of _____, for Sandy City.

MAYOR

ATTEST:

CITY RECORDER

Approved as to legal form and compliance with applicable law:

Attorney for Sandy City

Agreed this _____ day of _____, for South Salt Lake.

MAYOR

ATTEST:

CITY RECORDER

Approved as to legal form and compliance with applicable law:

Attorney for South Salt Lake

Agreed this _____ day of _____, for Murray City.

MAYOR

ATTEST:

CITY RECORDER

Approved as to legal form and compliance with applicable law:

Attorney for Murray City

Agreed this _____ day of _____, for West Jordan City.

MAYOR

ATTEST:

CITY RECORDER

Approved as to legal form and compliance with applicable law:

Attorney for West Jordan City

Agreed this _____ day of _____, for South South Jordan City.

MAYOR

ATTEST:

CITY RECORDER

Approved as to legal form and compliance with applicable law:

Attorney for South Jordan City

Agreed this 25th day of October, for Bluffdale City.

MAYOR

ATTEST:

CITY RECORDER

Approved as to legal form and compliance with applicable law:

Attorney for Bluffdale City