

RESOLUTION NO. 2005-05

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT TO JOIN WEST VALLEY CITY AND SANDY CITY TO EXPLORE THE POTENTIAL OF CREATING A METROPOLITAN FIRE AGENCY.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, 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 City Council of Bluffdale City, Utah:

1. It does hereby approve the attached agreement described as an interlocal agreement to join West Valley City and Sandy City to explore the potential of creating a Metropolitan Fire Agency.
2. It is understood that other cities may subsequently enter into this agreement, upon approval of the participants, and this Resolution applies so as to approve Bluffdale City's participation with such other cities.
3. The Hon. Wayne Mortimer, Mayor of Bluffdale City, is hereby authorized to execute the agreement on behalf of Bluffdale City Corporation and to act in accordance with its terms.

Dated this 8th day of February, 2005.

BLUFFDALE CITY

By: Wayne Mortimer
Wayne Mortimer, Mayor

ATTEST:

Jeddie K. Beer
City Recorder

Voting by the City Council Aye Nay

Councilmember Speed	<u> x </u>	
Councilmember Briggs	<u> x </u>	
Councilmember Clark	<u> x </u>	
Councilmember Kelly	<u> x </u>	
Councilmember Maxfield	<u> x </u>	

INTERLOCAL COOPERATION AGREEMENT
to study the feasibility of a Metropolitan Fire Protection Agency

February

This Interlocal Cooperation Agreement ("Agreement") is made on the 8th day of ~~January~~, 2005 ("Effective Date") by and among Sandy City and West Valley City ("Participants").

PURPOSE: The Participants currently provide fire and emergency medical services within their municipal boundaries. Homeland security requires immediate unified and cooperative action to protect against emergencies and the threats and hazards of fire. This Agreement creates a coalition, which is not intended to be a separate legal entity, to explore the potential of creating a Metropolitan Fire Agency ("MFA") to meet the demands of homeland security by consolidating certain fire and emergency medical services while maintaining local autonomy and control.

AUTHORITY: The Participants make this Agreement pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13 of the *Utah Code Annotated* ("Interlocal Act").

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

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

TERM: The term of this Agreement shall be six (6) months from the Effective Date unless sooner terminated by mutual written agreement of the Participants. Any Participant may terminate its participation and obligations under this Agreement by giving the other Participants 30 days prior written notice of its intent to terminate.

SPECIFIC PROVISIONS

1. There is hereby created a coalition ("Coalition") by Participants pursuant to the terms of this Agreement and the Interlocal Act.
2. The Coalition will be governed by a Board of Directors consisting of Participants' Fire Chief or his designee ("Board").
3. The Board will be tasked to explore the potential of creating the MFA and to make its recommendations to Participants. It may consider all issues in preparation to establishing a formal framework. Such issues might include the legal basis for creation, general powers and duties, specific services to be provided, Participants' responsibility, extent of local control, organizational structure to include staffing and personnel, governance, and all financial matters to include potential revenue sources and distribution of revenues. The Board will make a good faith effort to complete its task not later than June 1, 2005.
4. The Board will meet at least monthly. A quorum consisting of at least three-fourths of its members shall be necessary to conduct Board business and decisions shall be based on a majority

vote. Board officers shall consist of a chair and vice chair elected by its members.

5. Any municipality within Salt Lake County which has a fire department may apply for membership to the Coalition. Such application shall be received by the Board and shall be accepted with a majority vote of the Board. If accepted, the applicant must execute an Interlocal Agreement giving written approval of the terms and conditions of this Agreement.

6. The Board, upon unanimous vote by its members and with approval of Participants' legislative bodies, may hire outside specialists to assist it in carrying out the purposes of this Agreement using money from each Participants' general fund in a manner decided by the Board.

7. In satisfaction of the Interlocal Act, this Agreement shall be authorized by resolution of the governing board by each Participant and shall be submitted to the authorized attorney of each Participant for approval as to form. The Mayor of each Participant city is designated as joint administrators of this Agreement and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Participant. Any real or personal property acquired by the Coalition shall, upon termination of this Agreement, be divided as the Board may agree or as otherwise required by law.

8. The Participants are governmental entities as set forth in the Utah Governmental Immunity Act, Title 63, Chapter 30d of the *Utah Code Annotated* ("Immunity Act") and consistent with the terms of the Immunity Act, each Participant is each responsible and liable for its own wrongful and negligent acts.

9. If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect.

10. 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.

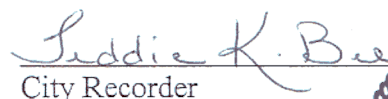
11. It is the intention of the Participants that the joint and cooperative undertaking contemplated in this Agreement be broadly construed to include all actions, undertakings and objectives permitted or contemplated by the Participants.

IN WITNESS WHEREOF, the Participants have signed this Agreement as noted below.

Agreed this 8th day of ~~January~~ 2005 for ~~Sandy City~~
February Bluffdale City

ATTEST:


Mayor


City Recorder

Approved as to legal form and compliance with applicable law:

