



**South Salt Lake City Council  
REGULAR MEETING AGENDA**

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, February 26, 2020** in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **7:00 p.m.**, or as soon thereafter as possible.

Conducting: Corey Thomas  
Council Chair: Sharla Bynum  
Sergeant at Arms: Cody Coggle

**CITY COUNCIL**

**MEMBERS:**

LEANNE HUFF  
COREY THOMAS  
SHARLA BYNUM  
PORTIA MILA  
SHANE SIWIK  
NATALIE PINKNEY  
RAY DEWOLFE

**Opening Ceremonies**

1. Welcome/Introductions
2. Serious Moment of Reflection/Pledge of Allegiance

Corey Thomas  
Shane Siwik

**No Action Comments**

1. Scheduling
2. Citizen Comments/Questions
  - a. Response to Comments/Questions  
(at the discretion of the conducting Council Member)
3. Mayor Comments
4. City Attorney Comments
5. City Council Comments
6. Information – Police Department

City Recorder

**Action Items**

**UNFINISHED BUSINESS**

1. A Resolution in Support of Naming Shelter the Homeless' Homeless Resource Center located on 1000<sup>th</sup> West in honor of France A. Davis

Natalie Pinkney

**NEW BUSINESS**

1. A Resolution of the City of South Salt Lake City Council Authorizing an Interlocal Agreement between the City and Salt Lake County regarding TRCC Funds
2. A Resolution approving an Interlocal Agreement among Bluffdale City, Draper City, Murray City, South Jordan City, South Salt Lake City, WestJordan City, Sandy City, and West Valley City regarding an Interlocal Entity Known as the Metro Fire Agency

Mayor Wood

Mayor Wood

220 E MORRIS AVE  
SUITE 200  
SOUTH SALT LAKE CITY  
UTAH  
84115  
P 801.483.6027  
F 801.464.6770  
TTY: 711  
SSLC.COM

**Public Hearing – 7:30 P.M. (Or As Soon Thereafter As Possible)**

To Receive Public Comment Concerning Amending the South Salt Lake General Fund and Capital Improvements Fund Budget for Fiscal Year 2019-2020.

1. Kyle Kershaw, for the City, to present information and answer questions
2. Open Public Hearing
3. Receive Public Input
4. Close Public Hearing
5. Discussion by the City Council
6. At Conclusion of Discussion by the Council, Motion and Second by Council
  - a. To move action until a future specified meeting date;
  - b. To take it to a work meeting for further discussion; or
  - c. To take final action on the matter

**Motion for Closed Meeting**

**Adjourn**

Posted February 21, 2020

Those needing auxiliary communicative aids or other services for this meeting should contact Craig Burton at 801-483-6027, giving at least 24 hours' notice.

In accordance with State Statute and Council Policy, one or more Council Members may be connected via speakerphone.

**Citizen Comments/Question Policy**

Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business. When a member of the audience addresses the Council and/or Mayor, he or she will come to the podium and state his or her name and address. Citizens will be asked to limit their remarks/questions to five (5) minutes each. In meetings during which numerous individuals wish to comment, the time for all citizen comments may be limited to three (3) minutes each, at the discretion of the conducting Council Member. The conducting Council Member shall have discretion as to who will respond to a comment/question. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks. Some comments/questions may have to wait for a response until the next regular council meeting. The conducting Council Member will inform a citizen when he or she has used the allotted time. Grievances by City employees must be processed in accordance with adopted personnel rules.

CITY OF SOUTH SALT LAKE  
CITY COUNCIL MEETING

|   |   |
|---|---|
| COUNCIL MEETING                                       | Wednesday, February 26,<br>2020 7:00 p.m.             |
| CITY OFFICES  | 220 East Morris Avenue<br>South Salt Lake, Utah 84115 |
| PRESIDING   | Council Chair Sharla Bynum                            |
| CONDUCTING:   | Corey Thomas  |
| SERIOUS MOMENT OF REFLECTION/<br>PLEDGE OF ALLEGIANCE | Shane Siwik   |
| SERGEANT AT ARMS                                      | Cody Coggle   |

COUNCIL MEMBERS PRESENT:

Sharla Bynum, Ray deWolfe, LeAnne Huff, Portia Mila, Natalie Pinkney,  
Shane Siwik and Corey Thomas

STAFF PRESENT:

Mayor Wood  
Charee Peck, Chief of Staff  
Hannah Vickery, City Attorney  
Kyle Kershaw, Finance Director  
Jack Carruth, Police Chief  
Terry Addison, Fire Chief  
Dennis Pay, City Engineer  
Mont Roosendaal, Public Assets Director  
Kelli Meranda, Promise South Salt Lake Director  
Alexandra White, Economic & Community Development Director  
Craig Burton, City Recorder  
Ariel Andrus, Deputy City Recorder

OTHERS PRESENT:

See attached list.

**NO ACTION COMMENTS**

1. **SCHEDULING.** The City Recorder informed those at the meeting of upcoming events, meetings, activities, etc.
2. **CITIZEN COMMENTS/QUESTIONS.** **Susan Bowlden, 419 East Burton Ave.** She went to the Capital and met two South Salt Lake residents and spoke to them about the South Salt Lake community and how they could participate more in the community. She would like to reach out to these women more but wasn't sure how and would like to focus more on outreach in the community.

**Leann McFalls, Employee of South Salt Lake and representative of benefits committee.** In her position in the City she is able to interact with many City employees and gets to see what a wonderful job everyone does. She has seen good employees leave due to pay and wants the Council to remember not only the sworn employees but the non-sworn employees during this year's budget process.

**Crystal Makin, Staff Accountant for the City.** She has worked for the City for four years and feels what she does on a day to day basis really makes a difference in the City. She would like the Council to recognize all City employees when considering the budget this year.

**Lisa Park, Administrative Assistant for Public Works and Benefits Committee Representative.** She has worked with the City for over twenty one years. She discussed the role that Public Works plays in the City and all the important duties they have. The Public Works building is very much out of date and unsafe.

**Al Kalashnikov, 475 East 900 South.** He is very appreciative for the Resolution being presented tonight regard France A. Davis. He knows that the owner of the Homeless Shelter, Shelter the Homeless, do not guarantee that they will rename the shelter due to the fact that there isn't a donation attached to this recommendation from Mr. Davis.

3. **MAYOR COMMENTS.** Mayor Wood thanked all the employees that spoke this evening. She often brags about how amazing City employees are and it is nice to hear them speak to the Council.

Fire Chief, Terry Addison, invited the Council to attend Fire Ops 101. This would be an opportunity for the Council to see what it takes to be a firefighter.

4. **CITY ATTORNEY COMMENTS.** None
5. **CITY COUNCIL COMMENTS.** Council Member Mila said she has done the fire ops before and it is amazing experience.

Council Member Huff said she would like to participate in Fire ops 101.

Council Member Siwik said he participated in something similar to fire ops in the past and it was quite the experience. He also congratulated Sergeant Cody Coggle on his promotion to sergeant.

Council Member Pinkney appreciated the comment about Public Works being first responders. She has a new respect for Public Works after taking a tour of the Public Works facility.

Council Member deWolfe thanked the employees that spoke tonight. He also spoke about South Salt Lake Mural Fest and how much it has grown since the first Mural Fest in 2018. He also added that recently Salt Lake County Mayor, Jenny Wilson, saw someone overdosing on the side of the street and someone came by and administered Naloxone. After that incident the County Mayor had training for County Council and County employees on administering Naloxone. He would like to have further discussion about this to see if this would be something the Council would be interested in doing in South Salt Lake.

Council Chair Bynum thanked everyone for coming to tonight's meeting and thanked the employees that spoke tonight.

Council Member Thomas thanked everyone for attending tonight's meeting and it was nice to hear from City employees and what they do for the City. She also congratulated Sergeant Cody Coggle on his promotion.

6. **INFORMATION – Police Department.** Chief Carruth and Officer Chris Taylor gave a presentation on some new technology in the Police Department. The Black Cat 2 device is to help analyze speeding data and helps better identify where police officers need to spend their time. A copy is attached and incorporated by this reference. These devices were paid for by a grant from Utah Highway Patrol.

The Council moved the Public Hearing portion of the meeting.

## **UNFINISHED BUSINESS**

1. **A Resolution in Support of Naming Shelter the Homeless' Homeless Resource Center located on 1000<sup>th</sup> West in honor of France A. Davis.** Council Member Pinkney discussed many of France A. Davis' accomplishments and why she thinks the Homeless Shelter should be named after him. A copy of this Resolution is attached and incorporated by this reference.

Council Member Pinkney moved to approve this Resolution.

MOTION: Natalie Pinkney

SECOND: Sharla Bynum

Roll Call Vote:

Bynum: Yes  
 deWolfe: Yes  
 Huff: Yes  
 Mila: Yes  
 Pinkney: Yes  
 Siwik: Yes  
 Thomas: Yes

**NEW BUSINESS**

- 1. A Resolution of the City of South Salt Lake City Council Authorizing an Interlocal Agreement between the city and Salt Lake County regarding TRCC Funds.** Mayor Wood presented this Resolution to the Council. A copy is attached and incorporated by this reference.

Council Chair Bynum made a motion to move this item to Unfinished Business for March 11, 2020 Regular Meeting

MOTION: Natalie Pinkney

SECOND: Sharla Bynum

Roll Call Vote:

Bynum: Yes  
 deWolfe: Yes  
 Huff: Yes  
 Mila: Yes  
 Pinkney: Yes  
 Siwik: Yes  
 Thomas: Yes

- 2. A Resolution approving an Interlocal Agreement among Bluffdale City, Draper City, Murray City, South Jordan City, South Salt Lake City, West Jordan City, Sandy City, and West Valley City regarding an Interlocal Entity known as the Metro Fire Agency.** Fire Chief, Terry Addison, presented this interlocal agreement to the Council. A copy is attached and incorporated by this reference.

Council Member deWolfe made a motion to suspend the rules in order to pass this Resolution.

MOTION: Ray deWolfe

SECOND: Sharla Bynum

Voice Vote:

Bynum: Yes  
deWolfe: Yes  
Huff: Yes  
Mila: Yes  
Pinkney: Yes  
Siwik: Yes  
Thomas: Yes

Council Member deWolfe made a motion to approve this Resolution

MOTION: Ray deWolfe  
SECOND: Sharla Bynum

Roll Call Vote:

Bynum: Yes  
deWolfe: Yes  
Huff: Yes  
Mila: Yes  
Pinkney: Yes  
Siwik: Yes  
Thomas: Yes

**Public Hearing to Receive Public Comment Concerning Amending the South Salt Lake General Fund and Capital Improvements Fund Budget for Fiscal Year 2019-2020.** Finance Director, Kyle Kershaw, presented this budget amendment to the Council. A copy is attached and incorporated by this reference. This budget amendment will give funding for new employees in the engineering department and the Community Development department as well as help with the Census process. There will also be funds for an impact fee study, the value survey discussed at the last Council meeting and vehicles for the new employees. There are also grant funds that need to be matched and recognized. City Staff is proposing a budget amendments of \$320,000 in the General fund and a budget amendment of \$569,000 in the Capital Improvements fund.

**Public Hearing opened at 7:51**

There were no public comments.

**Public Hearing closed at 7:51**

Council Member Siwik has concerns about hiring eight new employees at this time and how these positions will be funded in a new fiscal budget year.

Council Chair Bynum said that last year there were a lot of complaints from developers and businesses saying they were not getting applications processed fast enough. She believes this is the year that the Council needs to trust staff and know that when they say they need extra help in their departments the council will help with that in any way that they can.

Council Member Siwik worries that the funds that are paying for these positions may not be sustainable.

Council Chair Bynum said a lot of these positions were asked for last year and not taken care of because of a lot of the cuts.

Council Member deWolfe said that he is fine with the eight new positions being proposed but would like to make sure other City employees are taken care of this budget season as well.

Mayor Wood said that the City has already brought in 1.2 million dollars over what was expected in building permit fees and the fiscal year is not even over yet.

Council Member Pinkney said that if the City is already over budget then why the Council wouldn't approve this amendment.

Council Member Thomas is not sure if she is on board with this budget amendment because there is a need to give City employees raises this year.

Mr. Kershaw said sales tax is up about nine percent. This budget season will be just as difficult but there will most likely be funding to fund some of the areas of the budget that have need to be addressed in prior years.

Council Member Siwik asked if some of these positions could be funded come the new budget.

The Council and staff had a discussion on how to deal with these positions if new development slows down in the City and these positions were no longer needed.

Council Chair Bynum said these positions being asked for as the ones asked for during the budget discussion, these are not additional positions.

Community Development Director, Alexandra White, explained for process for reviewing a project and why these positions are important.

City Engineer, Dennis Pay, also spoke about his department's role in the development process.

Council Member Siwik agreed with these budget amendments after the discussion.

Council Member deWolfe made a motion to approve the budget amendment Ordinance.

MOTION: Ray deWolfe  
SECOND: Sharla Bynum

Voice Vote:

Bynum: Yes  
deWolfe: Yes  
Huff: Yes  
Mila: Yes  
Pinkney: Yes  
Siwik: Yes  
Thomas: Yes

The Council moved back to Unfinished Business.

Council Member Siwik made a motion to adjourn

MOTION: Shane Siwik  
SECOND: Sharla Bynum

Voice Vote:

Bynum: Yes  
deWolfe: Yes  
Huff: Yes  
Mila: Yes  
Pinkney: Yes  
Siwik: Yes  
Thomas: Yes

The meeting adjourned at 8:29 p.m.

  
Sharla Bynum, Council Chair

Craig D. Burton  
Craig D. Burton, City Recorder

February 26, 2020

CITY COUNCIL REGULAR MEETING  
LIST OF ATTENDEES

| <u>NAME</u>            | <u>ADDRESS</u>              | <u>REPRESENTING</u>                |
|------------------------|-----------------------------|------------------------------------|
| Al Kalashnikov         |                             | SLC Anti-Discrimination Task Force |
| Rev + Mrs Franco Davis |                             |                                    |
| Chris Taylor           |                             | SSLPD                              |
| Alexandra White        |                             | SSL CED                            |
| MARK ADAMS             | TROOP #1262                 | Scouts BSA.                        |
| Jennifer Allred        | 3512 SO. 300 E #L           | MYSELF                             |
| <del>Tommy K...</del>  |                             | Benefits Committee                 |
| Conor Talbot           |                             | SSL PW                             |
| Amanda Sanchez         | 159 E. Downington Ave 84115 |                                    |
| Crystal Makin          |                             | SSL Finance                        |
| Colette White          |                             | P.W.                               |
| Lisa Park              | 195 Oakland Ave             | SSL Pub Works                      |
| Richard Domenez        | 559 W Strickland Circle     |                                    |
| Kent Nelson            | 3781 Vikings Rd.            | SLC. UH (Scouts BSA)               |
| Susan Bowlden          | 419 E Burton                | SELF                               |
| Gloria Hunt            | 182 W. Silver Ave           | SELF                               |
| Jane Wells             | 231 E Sarden Ave            | Self                               |
| Kevin M... ..          | 440 E Wendell DR            | SELF                               |
| Linda Bain             | 4161 S 530 E millercreek    | Scout Leader                       |
| Bryan Hiltbrand        |                             | Scout Leader                       |
| Alan Bain              | 4161 S 530 E millercreek    | Scout Leader                       |

# Reason for Study: Commercial Vehicle Complaint

Created By: Officer Taylor



## SPEED DATA ANALYSIS

### Location



149 W. Silver Ave  
SSLC, UT 8415

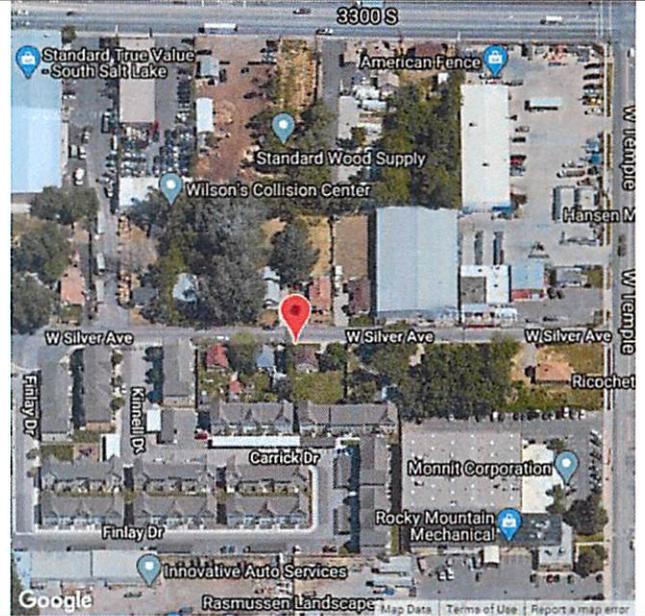
This data is for both east and westbound traffic.

### Analysis Time Period



| Start    | End       |
|----------|-----------|
| 2/4/2020 | 2/11/2020 |
| 3:38 PM  | 1:56 PM   |

Weeklong Study



### Vehicles Analyzed



3,912

### Speed Limit



25

### % Enforceable Violations



1%

### Average Speed



20

### 85th Percentile Speed



24

### 99th Percentile Speed



32

### Enforcement Rating

LOW

### Commercial Vehicles

75

Vehicles 25'-35' in length

13

Vehicles over 35' in length

# Reason for Study: Speeding and Commercial Vehicle Complaint

Created By: Officer Taylor



## SPEED DATA ANALYSIS

### Location



**176 E. Wentworth Ave.  
South Salt Lake, UT 84115**

This data is from both east and westbound traffic.

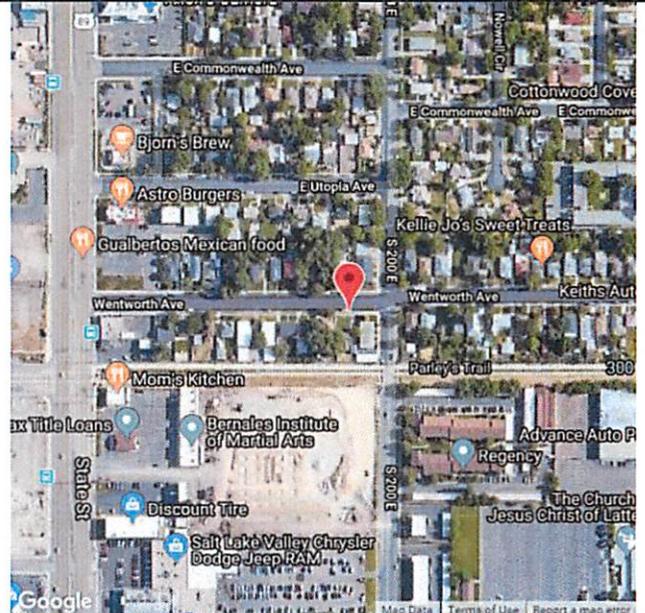
### Analysis Time Period



**Start** 1/27/2020  
3:46 PM

**End** 1/31/2020  
3:17 PM

Weekdays



### Vehicles Analyzed



**6,957**

### Speed Limit



**25**

### % Enforceable Violations



**0%**

### Average Speed



**22**

### 85th Percentile Speed



**27**

### 99th Percentile Speed



**32**

### Enforcement Rating

**LOW**

### Commercial Vehicles

13 vehicles over 40' in length

# Reason for Study: Speeding Complaint

Created By: Officer Taylor



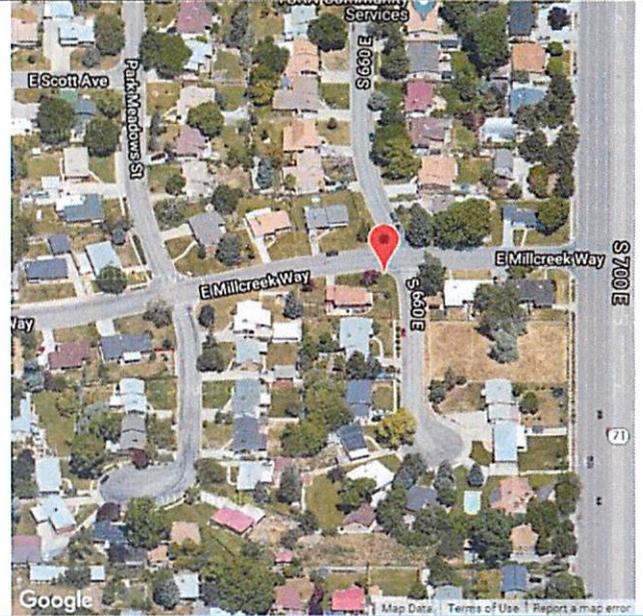
## SPEED DATA ANALYSIS

### Location



660 E. Millcreek Way  
South Salt Lake, UT 84106

This data includes both East and Westbound traffic.



### Analysis Time Period



| Start                 | End                 |
|-----------------------|---------------------|
| 1/27/2020<br>12:28 PM | 2/2/2020<br>4:14 PM |

Weeklong Study

### Vehicles Analyzed



7,752

### Speed Limit



25

### % Enforceable Violations



1%

### Average Speed



24

### 85th Percentile Speed



27

### 99th Percentile Speed



33

### Enforcement Rating

LOW

# Reason for Study: Speeding Complaint

Created By: Officer Taylor



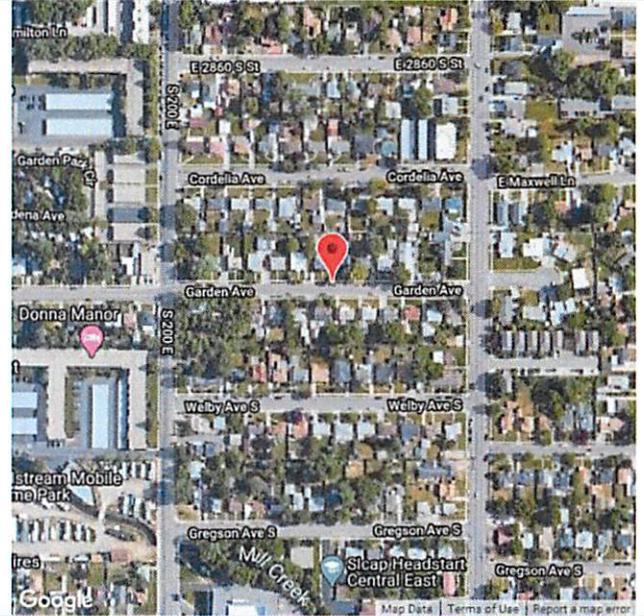
## SPEED DATA ANALYSIS

### Location



**255 E Garden Ave.  
SSLC, UT 84115**

This data is for both east and westbound traffic.



### Analysis Time Period



| Start                 | End                  |
|-----------------------|----------------------|
| 2/12/2020<br>12:50 PM | 2/18/2020<br>8:17 AM |

### Vehicles Analyzed



**2,255**

### Speed Limit



**25**

### % Enforceable Violations



**0%**

### Average Speed



**22**

### 85th Percentile Speed



**26**

### 99th Percentile Speed



**32**

### Enforcement Rating

**LOW**

# Reason for Study: Speeding Complaint

Created By: Officer Taylor



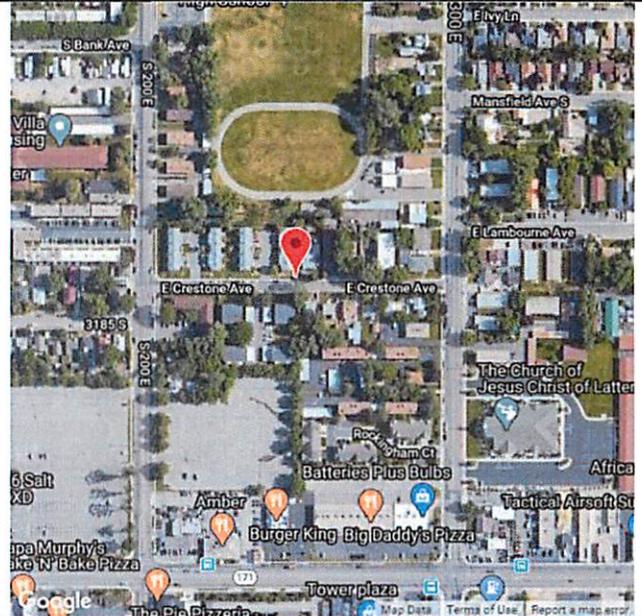
## SPEED DATA ANALYSIS

### Location



**251 E Crestone Ave  
SSLC, UT 84115**

This data is for both east and westbound traffic.



### Analysis Time Period



| Start                | End                  |
|----------------------|----------------------|
| 2/11/2020<br>5:02 PM | 2/18/2020<br>8:10 AM |

### Vehicles Analyzed



**3,722**

### Speed Limit



**25**

### % Enforceable Violations



**1%**

### Average Speed



**21**

### 85th Percentile Speed



**25**

### 99th Percentile Speed



**34**

### Enforcement Rating

**LOW**



Washington Office  
1275 K St., NW, Suite 750  
Washington, DC 20005  
202-408-9541/Fax 202-408-9542

## Guidance Position Statement

### **Public Works Professionals as Emergency Responders**

#### Statement of Purpose:

The American Public Works Association (APWA) and its members seek to increase awareness and acknowledgment of the role of public works entities in North America that perform with distinction during emergencies and disasters of all types and sizes. It is critical to the safety of all citizens and the sustainability of all communities that the public, government agencies, and other professional and technical organizations recognize and support the contributions of the nation's public works employees in emergency planning and operations.

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#### Statement of Position

As professionals, we must do more to inform and educate the public and our political leaders on the crucial role that public works employees fill every day in responding to and recovering from minor local disasters and emergencies, and high profile events such as earthquakes, tornadoes, floods or terror attacks. It should also be noted that public works are often the only public employees qualified and capable of providing services and labor during disaster recovery efforts. First responders are police, fire, emergency medical services and public works. Therefore it is imperative that public works be active participants in emergency planning, response, recovery and rebuilding.

While we have had some successes over the years, we must continue to strongly urge the media to fully recognize the efforts of the public works personnel involved in response to and recovery from major disasters. We further urge the media to seek out and promote public works activities in the day-to-day local emergencies that occur in virtually every community across the nation.

APWA urges all government officials to take the following actions to increase awareness of the role and specialized capabilities public works employees provide in emergency and disaster response operations.

- Routinely recognize, acknowledge, and include references to “public works” as a “first responder” in planning, speeches, reports, and comments to the media relative to emergency and disaster response.

- Increase and earmark funding in budgets to improve public works disaster capabilities and to develop new and emerging technologies that will aid public works in its mission-critical disaster and emergency response role.
- Request the involvement of public works professionals when discussing emergencies and/or disasters at legislative or congressional hearings and briefings.
- Use the resources of APWA to identify qualified and experienced individuals and groups to discuss emergency management issues.
- Support legislation to improve and enhance public works communications capabilities, especially as it relates to interoperability and first responders.
- Support opportunities for increased funding in all hazards, but specifically those often overlooked such as terrorism, pandemic event, debris management, mutual aid agreements, grant writing and public assistance programs. Importantly, continuity of operations funding is vital to public works—as emergency planning and mitigation efforts must be in place for response and recovery operations to be effective.

~~APWA also urges media outlets to develop content, such as special programs and articles specifically focused on the role of public works in disaster and emergency response, specifically:~~

- Producing television segments and print articles focused on the public works role in emergency and disaster response;
- Inclusion of “public works” when referencing emergency and disaster response efforts;
- Interviewing public works professionals as experts when discussing local, regional, or national emergencies and
- Highlighting public works professionals as members of primary response teams involved in emergency or disaster response.

#### Background and Rationale

It has always been a difficult challenge to focus attention on the important role that public works fulfills until a significant disaster, hazard or terrorism event occurs. This challenge has been especially true since the attacks in September of 2001. The fact remains that the recovery efforts at the World Trade Center were directed by and carried out by City of New York construction engineering, and sanitation personnel, and numerous private public works contractors.

Following the 2001 terrorist attacks, the President, Congress and the Department of Homeland Security (DHS) recognized the crucial first response role in the Homeland

Security Act of 2002 and Homeland Security Presidential Directive 8. The President and DHS acknowledged that to combat emerging threats all disciplines must work together during prevention, preparedness, response and recovery operations.

Regardless of public works recognition as first responders at the federal level, it has been an uphill battle at the state, tribal and local levels.

For example, when Hurricane Katrina broke in August of 2005 and caused catastrophic flooding throughout New Orleans, Louisiana, public works labored around the clock to clear debris, mend broken levees, and reactivate pumping and drainage systems. Despite their tireless efforts, public works was not openly identified as key first responders. Similarly, little was known about the response and recovery operations of public works amidst the wildfires plaguing California in October of 2007 until APWA reminded the State government of these efforts. Very often public works are virtually overlooked by media coverage which focuses on police, fire and emergency medical activities.

The ongoing task is to continue integrating the public works team into emergency response operations. Interagency coordination, communication and collaboration are vital to achieve the most effective, efficient response possible. Disasters of any type and size can significantly affect the nation, its citizens, and communities. Disruption of public services, property and job loss, and death and injury are often the devastating outcomes. Emergencies are dynamic, and every disaster brings forth new challenges and provides valuable lessons that, if implemented, can greatly improve community preparedness and response capabilities.

Sponsor

Emergency Management Committee

3-4-10

RESOLUTION NO. R2020- 05

A RESOLUTION IN SUPPORT OF NAMING SHELTER THE HOMLESS' HOMELESS RESOURCE CENTER LOCATED ON 1000<sup>TH</sup> WEST IN HONOR OF THE REV. FRANCE A. DAVIS

WHEREAS, the Rev. France A. Davis served as Pastor of the Calvary Baptist Church in Salt Lake City for 45 years; and

WHEREAS, Rev. Davis has devoted his life to the service of others including providing countless hours of physical, spiritual, and educational support to individuals experiencing hardships such as homelessness;

WHEREAS, Shelter the Homeless owns a Homeless Resource Center located at 3380 S 1000 W in South Salt Lake City operated by The Road Home;

WHEREAS, the Homeless Resource Center at that location has not yet been named; and

WHEREAS, the decades spanning selflessness of the Rev. France A. Davis provides an exemplar of the type of service that should be rendered to the individuals residing at the 1000<sup>th</sup> W Homeless Resource Center and the dignity with which they should be treated;

Now, therefore, BE IT RESOLVED, by the South Salt Lake City Council that:

1. The South Salt Lake City Council supports renaming Shelter the Homeless' 1000 W Homeless Resource Center after the Rev France A. Davis in honor of the hours of selfless devotion he has provided to those individuals who are experiencing hardships including homelessness.
2. The Resolution shall become effective upon adoption and shall be forwarded to Shelter the Homeless and its governing board.

(signatures appear on separate page)

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah, on this 26<sup>th</sup> day of FEBRUARY, 2020.

BY THE CITY COUNCIL:

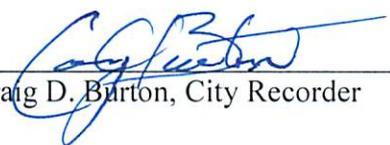
  
Sharla Bynum, Council Chair

Council vote as recorded:

|         |            |
|---------|------------|
| Bynum   | <u>YES</u> |
| deWolfe | <u>YES</u> |
| Huff    | <u>YES</u> |
| Mila    | <u>YES</u> |
| Pinkney | <u>YES</u> |
| Siwik   | <u>YES</u> |
| Thomas  | <u>YES</u> |



ATTEST:

  
Craig D. Burton, City Recorder

RESOLUTION NO. R2020-\_\_\_\_\_

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL  
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY  
AND SALT LAKE COUNTY REGARDING TRCC FUNDS

WHEREAS, the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (TRCC Act) authorizes Salt Lake County to receive TRCC funds to be used for development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities;

WHEREAS, the TRCC Act allows those funds to be distributed to the City;

WHEREAS, the City applied for and has been awarded TRCC funds to reimburse monies it spends on the construction and improvement of Columbus Park;

WHEREAS, the City and Salt Lake County are both public agencies and defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq.;

WHEREAS, the City and Salt Lake County agree that it is in the best interests of both agencies to enter into an interlocal cooperation agreement to govern the use of the TRCC funds;

WHEREAS, the interlocal cooperation agreement between the City and Salt Lake County requires an amendment to the budget for the current or future fiscal year;

WHEREAS, the Interlocal Cooperation Act requires the officer vested with the executive power of the City to sign all interlocal cooperation agreements; and

WHEREAS, the Interlocal Cooperation Act requires approval of an interlocal cooperation agreement by the legislative body if the agreement requires a budget amendment for a current or future fiscal year or if it provides for acquisition or construction of a facility or an improvement to real property;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of South Salt Lake, that pursuant to the Interlocal Cooperation Act it approves the interlocal cooperation agreement in the attached "Exhibit A," which governs TRCC funds to be provided by Salt Lake County to The City of South Salt Lake and authorizes the Mayor to sign on behalf of the City.

(signatures appear on separate page)

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020.

BY THE CITY COUNCIL:

\_\_\_\_\_  
Sharla Bynum, Council Chair

City Council Vote as Recorded:

Bynum: \_\_\_\_\_  
deWolfe: \_\_\_\_\_  
Huff: \_\_\_\_\_  
Mila: \_\_\_\_\_  
Pinkney: \_\_\_\_\_  
Siwik: \_\_\_\_\_  
Thomas: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Craig D. Burton, City Recorder

# Exhibit A

**INTERLOCAL COOPERATION AGREEMENT**

*Between*

**SALT LAKE COUNTY**  
**for its Department of Community Services**

*and*

**CITY OF SOUTH SALT LAKE**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of the Department of Community Services ("County") and **CITY OF SOUTH SALT LAKE**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS:**

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. The City has requested TRCC Funds from the County to fund construction of an all-inclusive playground at City's Columbus Park. The project described more specifically in its TRCC Application attached hereto as **EXHIBIT A**. The County Council appropriated TRCC Funds for this purpose in the 2020 Salt Lake County Budget.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

### **A G R E E M E N T:**

**NOW THEREFORE**, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

#### **1 . COUNTY'S CONTRIBUTION.**

A. Contribution of TRCC Funds. The County agrees to reimburse up to three hundred twenty-five thousand dollars (\$325,000.00) to the City from its TRCC Funds— all on the terms and subject to the conditions of this Agreement.

#### **2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.**

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to make the improvements described in **EXHIBIT A**.

(ii) The City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If the City's TRCC Application attached hereto as **EXHIBIT A** indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's TRCC Application. If the City fails to make and expend such a matching contribution prior to **June 30, 2021**, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. City shall furnish to County, for each reimbursement request, the 2020 TRCC Reimbursement Form, attached hereto as **EXHIBIT B**,

together with such invoices or other supporting documentation as County may reasonably require.

E. Deadline to Request Reimbursement of TRCC Funds. City will make all requests for reimbursement under this Agreement no later than **April 1, 2021**.

F. Reporting Requirements. The City shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT C**, detailing how the TRCC Funds were expended, no later than **June 30, 2021**.

G. Recordkeeping. The City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) The City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in the City's possession.

(ii) The City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

### **3 . GENERAL PROVISIONS:**

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in Paragraph 2F above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below.

However, the City's obligations in Paragraphs 2G, 2H, 2I and 2J above and Paragraph 3E below shall survive the expiration or termination of this Agreement.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and an officer vested with the executive power from the City are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and the City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the “Indemnified Parties”) from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City’s breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City’s use of the TRCC Funds. The City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County’s obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County’s obligation to contribute TRCC Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County’s obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County’s obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue

to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to the City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an “Event of Default” as such term is used herein:

(a) Failure of the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County’s written notice to the City of the occurrence thereof.

(b) The City no longer plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

(c) The City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(d) The County’s determination to contribute TRCC Funds to the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City under this Agreement are untrue.

(ii) County’s Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day’s written notice specifying the

nature, extent and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to the City and have been expended by the City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. “Event of Force Majeure” means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County’s request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to compensation under this Agreement without prior written consent from the County. The City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii)

executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City based upon a breach of warranty of authority.

S. 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.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_, 2020

***Approved by:***

DEPARTMENT OF COMMUNITY SERVICES

By \_\_\_\_\_  
Holly Yocom  
Department Director

Dated: \_\_\_\_\_, 2020

***Approved as to Form and Legality:***

SALT LAKE COUNTY DISTRICT ATTORNEY

By *Dianne R. Orcutt*  
Deputy District Attorney

*[Signatures continue on next page.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY**

**CITY OF SOUTH SALT LAKE**

By \_\_\_\_\_

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

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

Dated: \_\_\_\_\_, 2020

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Recorder  
Date signed: \_\_\_\_\_

*Approved as to Proper Form and Compliance with Applicable Law:*

CITY ATTORNEY

By \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2020

**EXHIBIT A**  
City's TRCC Application

Salt Lake County  
ZAP  
TRCC

## TRCC 2019 Support Program 2019 Application (2020 County Budget)

7/15/2019 deadline

# City of South Salt Lake Columbus Park and Playground for All

Jump to: [Application Questions](#) [Budget Details](#) [Documents](#)

**\$ 325,000.00** Requested

Submitted: 7/15/2019 2:50:00 PM (Pacific)

### Project Contact

Sharen Hauri

[shauri@southsaltlakecity.com](mailto:shauri@southsaltlakecity.com)

Tel: 801.464.6771

### Additional Contacts

[shauri@sslc.com](mailto:shauri@sslc.com), [shauri@sslc.com](mailto:shauri@sslc.com)

### City of South Salt Lake

220 E Morris Ave #200  
South Salt Lake, UT 84115  
United States

### Mayor

Cherie Wood

[mayor@southsaltlakecity.com](mailto:mayor@southsaltlakecity.com)

Telephone 801.464.6757 - Mayor's  
Office

Fax 801.483.6060

Web [www.sslc.com](http://www.sslc.com)

## Application Questions [top](#)

### Project Overview

#### 1. Select the type of support you are applying for

Your project must fall under one of these categories to be considered for funding. Please refer to the Guidelines and Policies Tab for more information on each category.

- TOUR - Tourism Project Support
- PRT - Parks, Recreation and Trails Support
- CFSP - Cultural Facilities Support
- CON - Convention Facilities Support
- Other (Please contact the county if you select this option)

#### 2. Please select the Planning Area of Salt Lake County where the project is located.

Please refer to the SLCo Planning Areas Map in the Guidelines tab for a list of planning areas.

- North Planning Area
- West Planning Area
- East Planning Area
- Southwest Planning Area
- Southeast Planning Area

#### 3. Organization Overview: History, programs & services offered, audiences served.

South Salt Lake's population of 25,000 is among the most diverse socially and economically in Utah. The City has grown from a first-tier suburb of single family homes to a burgeoning urban village with a new downtown and streetcar neighborhood on the rise. The city has fully embraced its niche, offering varied and affordable housing that attracts a diverse demographic. We are growing at 3% (approx. 750 residents) annually. This includes close to 1,000 new housing units in SSL along the S-Line, which is approximately ½ mile away from the proposed park.

The city continually expands parks and programs to build a better quality for life to residents. Our parks, recreation programs, and youth and family programs are recognized for their quality, low-cost and accessibility from every neighborhood. This

includes 5 adult rec leagues, 9 youth leagues, and 14 after-school program locations at schools, partner buildings and 3 at city-operated community centers. The Columbus Center is the heart of it all and a true gem.

The Columbus Center was first an elementary school and converted in the 1970s into the first school for people with disabilities in Salt Lake before becoming a community center in the year 2000. The Center has always welcomed everyone – of every ability, age, interest, ethnicity and country of origin. Today, the library, senior center, recreation and after-school programs have patrons ages 0 to 100 years old and from dozens of countries around the globe.

Programs at Columbus include the nationally-recognized Promise SSL program to support youth from cradle to career. Using a “collective impact” approach and over 100 partners, it serves 1,750 youth and their families annually. The Columbus Center is home to two distinct Promise Centers. First, the Hser Ner Moo Center, named after a young refugee girl whose tragic murder brought our community together, promising that no child will slip through the cracks again. This was the foundation of our Promise SSL program. The Hser Ner Moo Center moved from the South Parc apartments to Columbus in 2018 to better serve the families. The second, the Best Buy Teen Tech Center, opens in August 2019 with a focus on bringing technology to youth who do not have access to it. The free program, open to any teen, encourages self-directed projects to learn tech tools, practices and habits with hands-on maker activities, a music studio and computer-based learning.

Columbus Center partners and programs have requested outdoor program space for years. A playground and picnic area have topped the requests. There has always been a commitment to designing programs for all-comers, thus the inclusivity became the theme of the park and playground.

The city acknowledged the need to build a park at the Columbus Center in its 2015 Parks Master Plan. The city began to lease a portion of the adjacent private property in 2013 for a small sports field and was able to purchase it in 2017. The Columbus Park is the end goal of our patient planning.

#### **4. Project Description.**

Columbus Park has a unique mission to encourage play and socializing between people of different abilities, ages, and backgrounds. It is designed to bring people together to play and socialize together in a range of games, play equipment and settings that anyone can access. It continues the tradition of the Columbus Center of welcoming all, and to support interaction between diverse populations. This park will enhance the Columbus Center as a destination, as a highlight of a trip to the library or for time together after picking up a child from after-school program.

We envision grandparents taking kids here to play together, sharing a swing or playing cornhole. We picture a family with kids of different abilities enjoying a friendly game of hoops. We see Promise SSL kids playing broom ball or four square. We imagine seniors watching the action on the playground while having an outdoor pancake breakfast. We welcome organizations that serve people with disabilities to take outings here and enjoy activities at their own speed.

The inclusive park includes:

- All-abilities play zone with all smooth fall surface that is easy to walk on
- Fenced concrete mini sport court
- Shaded seating and picnic areas
- New walkways to the building and adjacent outdoor spaces
- Hands-on gardening beds (veggies, herbs and flowers)
- Fenced turf mini sports field (completed)

We are preparing to demolish the existing home to be ready for construction. Schematic designs are ready, except for selecting play features, and can be brought to construction documents by January 2020 to bid and construct in mid 2020.

The city has contributed \$215,000 toward the projects in FY 2020 (through June 30) and can commit the additional \$100,000 to complete the full project after July 1, 2020. The funding is from impact fees and are currently uncommitted. The city invested \$500,000 in the property purchase in 2017, bringing the total project value to approximately \$1,160,000.

Columbus Center is a 43,000 sf facility on 4 acres. The purchase of Columbus Park property added 1 acre of new green space. This proposal adds 0.5 acres for casual recreation and socializing to the already built 0.5 acre fenced mini-sports field.

#### **5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Guidelines Tab)**

South Salt Lake's goals for parks and recreation align closely with the County's 2015 Parks Master Plan and PRT program goals. The key applicable principles are:

1. To ensure legacy of parks and recreation throughout the County.

The Columbus Center is a legacy facility for both the city and county. Programs and partners have adapted over time, but the Columbus Center will always remain a community institution.

2. To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding

streams.

This project is “shovel ready” and could be brought to bid within 30 days of funding. The project can be phased to suit funding. A TRCC grant would ensure the project could be completed in one phase in 2020.

The park property and Columbus Center are currently maintained by SSL and can be integrated easily into current operations

3. To value the need for addressing the wide-range of facility types and trends

Columbus Park will provide new recreation opportunities to three underserved populations: 1. People with disabilities, 2. Seniors and older adults, 3. Low-income populations.

More information about the needs of these special populations and how the park supports them is further described in Question 7 about needs of our community.

Just as we expect existing Columbus programs will expand and diversify programs to take advantage of the park, we are also hopeful that people who find the park will find and begin to use the existing free services at the Columbus Center. We will encourage partners to use of Columbus Park. This project is unique in being highly accessible to people who often don't frequent parks.

4. To support projects which enhance the ability of parks, recreation and trails organizations to improve, expand and/or sustain programming.

We initiated this project so our existing programs could bring curriculum and activities outdoors, and to also attract new programs. SSL Recreation is working with SL County Adaptive Recreation to bring adaptive programs to Columbus Center.

5. To encourage projects that foster collaboration, regional partnerships and shared funding.

Columbus Center patrons hail from a relatively wide area due to the number of programs and long history. SSL provides Salt Lake County library and senior center free rent at Columbus. Other partners include English Skills Learning Center, Granite School District early-learning, DWS, Office of Refugee Services and many more. We believe it will strengthen all of these collaborations and programs.

Columbus Park is expected to have a higher than average impact for a city park because of its highly accessible and visible location, coupled with existing programs that intend to utilize it.

## **6. Evidence of local support and community need justifying the project.**

*Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.*

As outlined in the city's 2015 Parks, Open Space, Trails and Community Facilities Master Plan, South Salt Lake is experiencing strong demand for additional park space and amenities. The City's planning goals, which are advanced by this project, include:

1. Increase park acreage to keep pace with population growth and reach a long term goal of 2.5 acres per 1,000. The city has a very low 1.6 acres per 1,000 residents versus the County average of 6.7 per 1,000.
2. Increase percentage of residents within ¼ mile of a park from 75% to 100%.
3. Add amenities to existing facilities.

SSL has a wide funding gap due largely to its size and incomes. While ZAP funding routinely passes in the county (77% approval in 2016), the City of South Salt Lake has had two parks bonds fail recently, one by 5 votes in 2011 and one by 50 votes in 2015. The city knows the appetite for parks and trails exists, but persistent attitudes toward new taxes among a lower-income demographic is an obstacle that has yet to be overcome. SSL successfully adopted Parks Impact Fees in 2016 and leverages these funds to the greatest extent possible to speed up progress. Funding toward new parks has averaged \$1 million/year for the last decade in a roughly 50%-50% mix of city funds and other funds.

South Salt Lake's greatest challenge is poverty. Its impacts, particularly on health strike the young, old and disabled disproportionately. We promote good mental health and physical activity as the foundation for other poverty-reducing efforts. High-quality public open spaces that are truly open and accessible to all make a difference.

The community has been involved in Columbus Park's visioning and design. Residents participated in the 2015 Parks master plan and 2016 park design process. Partners are involved now through design meetings. Letters of support are included from: Work Activity Center and Promise SSL. Additional support has been expressed by the SL County Senior Center, SL County Columbus Library, and SL County Adaptive Recreation, but letters were not included to avoid any conflict of interest.

Poor neighborhoods are often characterized by low access to parks. South Salt Lake is no different, with what may be the lowest per capita park acreage (1.6 per 1,000) in the county. This combined park and community center is dominated by programs and services that are free and designed to offer additional support to those with income limitations.

## **7. Evidence the project is appropriately sized to the capacity and needs of your organization and the community.**

**Please include attendance data.**

This park is tailored to the Columbus Center and its unique regional draw. The design accounts for the daily facility users and targets their needs. It also considers the offerings at other city parks (sports fields, trails, traditional playgrounds, nature play, pavilion rentals) to propose something different.

Columbus Center has an average 500 visitors daily at the Senior Center (57 daily, 363 enrolled), Library (367), Promise SSL programs (75), classrooms (30), recreation gym (30), and Teen Tech Center (capacity 30). Classrooms and outdoor spaces can be rented by the public. Columbus is used for community events including Veteran's Reception, Halloween Spooktacular, Breakfast with Santa, Daddy Daughter Dance, Senior Ball, the Mayor's State of the City address, Chamber of Commerce luncheons, performances and celebrations. These events attract up to 1000 visitors at one time. Last November, the Columbus Park green space was used for a candlelight vigil honoring fallen police officer David Romrell. It is where our community comes together.

Providing more interesting and equitable opportunities for people with disabilities is a rising priority in this country. The US Census Bureau has found that nearly 1 in 5 people has a disability. 11.5% of South Salt Lake's population has identified as having a permanent disability (2017 US Census) and the number is likely higher given the prevalence of disabilities in low-income populations.

Another rising trend is infrastructure for an aging population. South Salt Lake has a high frequency of non-traditional households, including multi-generational families (often from another country), grandparents as primary caregivers; and senior living facilities. Our senior center has a large refugee patronage, with close to half of the daily attendees hailing from other countries. This project offers intergenerational activities and supports aging in place. The SL County Senior Center at Columbus is involved in the design process.

This project offers smaller scale, non-competitive sports recognizes the trends in recreation for people to seek lifelong and social recreation activities. SSL's recreation department has been discussing opportunities to add Salt Lake County adaptive recreation programs to the Columbus Center to better serve this geographical area. This park complements the indoor gym and auditorium space that can be programmed. SL County Adaptive Recreation staff is involved in the design process.

Columbus Park will fill a geographic service gap, which is critical as many SSL residents and Columbus patrons do not drive because of age, ability, income or language/education barriers. This park is within walking distance (1/2 mile) of about 4,000 housing units. The closest all-abilities playground is at Liberty Park, 3 miles away. The closest senior center with outdoor space is Millcreek Community Center, 4 miles away. Seniors can get a bus ride to Columbus, making this a highly accessible park

**8. Detail how the project is integral to your organization's mission.**

South Salt Lake describes itself as a "city on the move" in its efforts towards revitalization and building a safe, clean and beautiful community. Mayor Cherie Wood launched the Promise South Salt Lake initiative in 2012 with the intention of changing the future of the community by changing the odds for every single person in it. The city set three strategic goals or "promises" representing our highest hopes for our residents. 1. Every child has the opportunity to attend and graduate from college 2. Every resident has a safe, clean home and neighborhood, and 3. Everyone has the opportunity to be healthy and prosper. Every city department and program holds these promises as their mission.

This project supports all three of these promises by supporting people who come to Columbus Center for a wide range of reasons. It also contributes positively to the neighborhood and city's green infrastructure. And, it expands the opportunities for community partners to continue to serve the unique needs of their clients in SSL.

Providing more interesting and equitable opportunities for people with disabilities is a rising priority in this country. It is no surprise, given that the US Census Bureau has found that nearly 1 in 5 people has a disability. 11.5% of South Salt Lake's population has identified as having a permanent disability (2017 US Census) and the number is likely higher given the prevalence of disabilities in low-income populations.

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Poor neighborhoods are often characterized by low access to parks. South Salt Lake is no different, with what may be the lowest per capita park acreage (1.6 per 1,000) in the county. This combined park and community center is dominated by programs and services that are free and designed to offer additional support to those with income limitations.

**9. Describe how your current project funding has been secured.**

Funding for this project has been budgeted by the City of South Salt Lake as follows:

1. Property acquisition-General Fund
2. Design-Impact Fees

### 3. Construction – Impact Fees

#### 10. Document your ability to raise additional project funds.

The city has additional available impact fees, which can be requested at any time in the fiscal year since they are dedicated to parks and not part of the general fund budget.

If TRCC funding is approved, the Administration (Mayor) will request an additional \$115,000 of Impact Fees (available) to commit to this project to complete the entire park in one phase.

Current funding in hand assumes only Phase 1 and no TRCC funding. The city can provide additional match to make a 50-50% funding match with the County.

#### 11. Analysis of the financial impact this project will have on your organization's future finances.

The city has an annual capital improvement fund budget, as well as a parks impact fee account and budget. This will come from one or both of these sources in a single year with no long-term commitment.

Maintenance and operations are a separate issue, and are manageable within the city's existing budget. The city currently maintains the property and can add the features with a small addition to the facilities operations budget. Please see Question 20 and the maintenance budget attached to this application.

Programming will happen from within the budgets of entities who wish to use the space.

#### 12. Please specify type of funding you are requesting

- Consulting
- Capital
- Other:

### Consulting Applicants

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#### 13. Type of consulting services

NA

#### 14. Goals and objectives of consulting services

NA

#### 15. Scope of Work, expected deliverable and timeline

NA

#### 16. Payment schedule for the work and expenses.

*Upload a detailed project budget document (documents tab) by a qualified professional.*

NA

### Capital Applicants

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#### 17. What is the site location of your project.

The park property is at 2508 S 500 E, north of the Columbus Center on the SSL boundary (500 East), surrounded by Salt Lake City on 3 sides. Millcreek City is 1 mile away. It is served by UTA bus and is ½ mile from a streetcar. stop

#### 18. Describe the current facility and specify if it is owned or leased.

*Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).*

The city owns the entire park property, as well as the Columbus Center facility and site.

#### 19. What is the overall project timeline?

The city will bid the project in early 2020 and build in mid-2020. The goal for completion is August 2020 to coincide with the start of the school year, when kids return to our programs. The city has begun the demolition process of the home.

#### 20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five year expense forecast and a long term maintenance budget plan.

The City's Public Assets Department manages maintains all city buildings and parks. Columbus Park will be managed by the department and a funding/staffing increase will be requested to accommodate the new facility. A Capital Maintenance Budget has been included in our application and shows annual maintenance and operations coming from the General Fund. This

budget and includes a projected capital maintenance/repair budget for 5 years, which would come from the city's Capital Improvements Fund as needed. Please see Columbus Park Maintenance Plan, attached to this application.

The city budget shows the overall city budgets for Public Buildings (10-50-110-xx), Parks (10-67-110-xx) and management costs as a part of the Public Assets budget. (10-64-110-xx)

**21. Provide project management information including key personnel and their experience.**

This project will be managed by Sharen Hauri, Urban Design Director. She has worked in this role for South Salt Lake for 8 years. With a background in architecture and landscape architecture, she is project manager and fundraiser for major city capital projects and leads many long-range planning projects for community development. She is project manager for all park, trail, and community facility capital improvements in the city, with budgets ranging from 25,000 to \$1,000,000, leading projects from concept design to construction.

Aaron Wiet, Recreation Department Director will coordinate discussions with user groups and partners to ensure elements support the programs intended to be here. They are also working with the SL County Adaptive Recreation team to increase offerings both indoors and outdoors at the Columbus Center.

Joaquin Garcia, Facilities Supervisor, will be reviewing designs and providing input on layout functionality, maintenance requirements, and product selection to ensure it fits seamlessly into park operations systems.

The financial and grant fund reporting components will be handled by Crystal Makin, Deputy Finance Director. Crystal Makin has been the South Salt Lake Staff Accountant for 3 years. She has a Master's in Accounting and has been a licensed CPA for 10 years. She manages grant funds for all city departments, including nearly \$2 million annually for our Promise SSL programs. She verifies billings, tracks revenue and expenditures while ensuring that all funds are administered in compliance with Federal, State and Local grant regulations.

Dennis Pay will manage all engineering reviews and inspections. has been the City Engineer for 13 years and has also performed the duties of Public Works Director. He is the lead on master planning and construction for city infrastructure projects and led the city's Street Lighting Master Plan. With a BS in Civil Engineering and 29 years of experience, he is lead engineer on city public works projects, including lighting. He has significant experience working with federal, state and local funds applied to infrastructure projects at both a local and regional scale.

**22. Architectural information including site plan, space program and schematic design (optional).**

*Please upload above mentioned architectural documents (document tab).*

The application attachments include site plans, schematic designs illustrations and concept-level materials. The design is discussed in the "Project Description" section.

The park "framework" is largely decided and the following items are near-final:

1. walkways and tree plantings from 500 E and Stephie Marie to the north building entrance
2. playground location (size may be adjusted)
3. sport court location (size may vary)
4. turf areas, planting bed areas, and trees to preserve
5. lighting locations
6. signage location
7. lighting types and locations
8. existing sport field and fence

The park features are still concepts and will be discussed with partners, users, and neighbors. This includes:

1. playground features
2. sport court design and features
3. other amenities, including, but not limited to: garden beds, pergola, water feature
4. locations and types of site furnishings (benches, picnic tables)
5. lighting fixtures
6. fencing
7. Plant selection
8. Irrigation design

**23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning if applicable, and contingency plans for cost overruns.**

*Please upload above mentioned construction information documents (document tab).*

The application attachments include Construction Budget, prepared by the landscape architect

The budget includes soft costs (design, permitting). There is no LEED planning.

The construction budget includes a 20% contingency. If costs still exceed the budgeted funds, we will value engineer the project and/or seek additional city funding from city park impact fees.

## Budget Details [top](#)

### Project Budget

| Line Descriptions          | Capital | Consulting | Other  | Detail  |
|----------------------------|---------|------------|--------|---|
| Total Project Budget       | 626110  | 31015      |        | Survey, landscape architecture  |
| Funding Currently in Place | 200000  | 18000      | 115000 | Phase 1 (\$128,000) in hand.<br>Phase 2 (\$115,000 request of city for design+construction if TRCC approved |
| County Funding Requested   | 325,000 |            |        | 50%-50% match with city funds for both Phases.  |

### Project Financial Information Detail

| Financial Detail               | Capital | Consulting | Other | Detail   |
|--------------------------------|---------|------------|-------|--|
| Cash On-hand                   | 200000  | 18000      |       | City funding-Impact fees and engineering services            |
| Pledges - Unrestricted         |         |            |       |  |
| Pledges - Restricted           |         |            |       |  |
| Pledges - Pending or Projected | 115000  |            |       | Additional impact fee funding, reserved, pending grant award |
| In-Kind Donations              |         |            |       |  |
| General Obligation Debt        |         |            |       |  |
| Bond Issue                     |         |            |       |  |
| Capital Reserve                |         |            |       |  |

## Documents [top](#)

### Documents Requested \*

Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.

For consulting projects upload a detailed consultant project budget document by a qualified professional.

For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.

For capital projects upload above architectural documents; site plan, space program, schematic design (optional).

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a

### Required? Attached Documents \*



[SSL Parks Master Plan 2015](#)

[SSL Parks Goals Summary 2015](#)

[Support Letter-Work Activity Center](#)

[Columbus PSSL Partners](#)

[Support Letter - Promise SSL](#)

[2508 S 500 E Deed](#)

[Columbus Park Schematic Design](#)

[Columbus Park Illustrations](#)

[Columbus Center Building Plan](#)

[Columbus Map and Site Plan](#)

[SSL Columbus Park Cost Estimate](#)

[Columbus Park Maintenance Plan](#)

qualified professional.

Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget.



[SSL Capital Improvements Budget](#)

[Parks Operations Budget](#)

[SSL Parks Impact Fees](#)

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 146091

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**EXHIBIT B**  
2020 TRCC Reimbursement Form



**EXHIBIT C**  
Disbursement of Funds Report



# TRCC RECIPIENT ORGANIZATION'S DISBURSEMENT OF FUNDS REPORT

NAME OF ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CONTRIBUTION AMOUNT: \_\_\_\_\_

1. PLEASE DESCRIBE HOW THE MONEY WAS SPENT AND WHAT OTHER CONTRIBUTIONS WERE MADE TO YOUR PROGRAM:

2. PLEASE ATTACH A DETAILED PROJECT EXPENSE SUMMARY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_. SIGNATURE: \_\_\_\_\_

## **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; South Jordan 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; 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 inter-local 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 law, rules, regulations or compacts, in the furtherance of the purposes outlined in this Agreement.

It is the purpose of this Agreement to provide for the accomplishment 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 this 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 by-laws.
  - 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 by-laws and may have electronic meetings subject to the requirements of state law and

any by-laws. 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 subject to the provisions of Item 25 herein.
  - 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. The parties acknowledge the Sandy City Chief Administrative Officer is currently serving as Chair of the Board of Trustees and Sandy City is currently acting as the host agency.
  - 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 Access Management Act, Title 63G, Chapter 2, Utah Code Annotated, and all other applicable laws.
  - l. 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.
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, vice chair, and secretary, 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 by-laws. 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 by-laws or as directed by the Trustees.
  - 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, acknowledge 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. By Laws. Policies, procedures, and other Agency related business, and other operational and organizational issues will be governed through by-laws 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 assume 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 63G, 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 of 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 or 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 or 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: \_\_\_\_\_

Attest:

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

\_\_\_\_\_

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

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

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

Approved as to form and compliance with applicable law:

\_\_\_\_\_ Attorney

RESOLUTION NO. R2020-\_\_\_\_\_

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT AMONG BLUFFDALE CITY, DRAPER CITY, MURRAY CITY, SOUTH JORDAN CITY, SOUTH SALT LAKE CITY, WEST JORDAN CITY, SANDY CITY, AND WEST VALLEY CITY REGARDING AN INTERLOCAL ENTITY KNOWN AS THE METRO FIRE AGENCY

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), public agencies, including political subdivisions of the State of Utah, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS, the City of South Salt Lake is a “public agency” as defined in the Interlocal Act and desires to participate in a separate interlocal entity to further the protection of the citizens of the City and its neighboring communities and to appreciate the benefits of joint purchasing, mutual aid, and efficient use of resources that are facilitated through participation of a separate interlocal entity;

WHEREAS, the City of South Salt Lake desires to enter into the Metro Fire Agency Interlocal Agreement (the “Agreement”), substantially in the form attached hereto as Exhibit “A,” to provide for the City’s participation in the interlocal entity known as the Metro Fire Agency and to vest in the Metro Fire Agency all such power and authority as necessary and desirable to enable the Metro Fire Agency to accomplish and give effect to the joint and cooperative action of the members to the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Salt Lake that:

1. It does hereby approve the Metro Fire Agency Interlocal Agreement among Bluffdale City, Draper City, Murray City, South Jordan City, South Salt Lake City, Sandy City, West Jordan City, and West Valley City, in the form attached hereto as Exhibit “A”.
2. The Agreement is in the best interest of the City.
3. Mayor Cherie Wood is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.
4. This resolution is effective upon adoption. The effective date of the Agreement shall be the date as indicated in the Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020.

BY THE CITY COUNCIL:

\_\_\_\_\_  
Sharla Bynum, Council Chair

City Council Vote as Recorded:

Bynum: \_\_\_\_\_  
deWolfe: \_\_\_\_\_  
Huff: \_\_\_\_\_  
Mila: \_\_\_\_\_  
Pinkney: \_\_\_\_\_  
Siwik: \_\_\_\_\_  
Thomas: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Craig D. Burton, City Recorder

# **Exhibit A**

RESOLUTION NO. R2020- 06

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT AMONG BLUFFDALE CITY, DRAPER CITY, MURRAY CITY, SOUTH JORDAN CITY, SOUTH SALT LAKE CITY, WEST JORDAN CITY, SANDY CITY, AND WEST VALLEY CITY REGARDING AN INTERLOCAL ENTITY KNOWN AS THE METRO FIRE AGENCY

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), public agencies, including political subdivisions of the State of Utah, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS, the City of South Salt Lake is a "public agency" as defined in the Interlocal Act and desires to participate in a separate interlocal entity to further the protection of the citizens of the City and its neighboring communities and to appreciate the benefits of joint purchasing, mutual aid, and efficient use of resources that are facilitated through participation of a separate interlocal entity;

WHEREAS, the City of South Salt Lake desires to enter into the Metro Fire Agency Interlocal Agreement (the "Agreement"), substantially in the form attached hereto as Exhibit "A," to provide for the City's participation in the interlocal entity known as the Metro Fire Agency and to vest in the Metro Fire Agency all such power and authority as necessary and desirable to enable the Metro Fire Agency to accomplish and give effect to the joint and cooperative action of the members to the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Salt Lake that:

1. It does hereby approve the Metro Fire Agency Interlocal Agreement among Bluffdale City, Draper City, Murray City, South Jordan City, South Salt Lake City, Sandy City, West Jordan City, and West Valley City, in the form attached hereto as Exhibit "A".
2. The Agreement is in the best interest of the City.
3. Mayor Cherie Wood is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.
4. This resolution is effective upon adoption. The effective date of the Agreement shall be the date as indicated in the Agreement.

DATED this 26<sup>th</sup> day of FEBRUARY 2020.

BY THE CITY COUNCIL:

Sharla Bynum  
Sharla Bynum, Council Chair

City Council Vote as Recorded:

|          |            |
|----------|------------|
| Bynum:   | <u>YES</u> |
| deWolfe: | <u>YES</u> |
| Huff:    | <u>YES</u> |
| Mila:    | <u>YES</u> |
| Pinkney: | <u>YES</u> |
| Siwik:   | <u>YES</u> |
| Thomas:  | <u>YES</u> |



ATTEST:

Craig D. Burton  
Craig D. Burton, City Recorder



# **Exhibit A**

**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; South Jordan 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; 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 inter-local 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 law, rules, regulations or compacts, in the furtherance of the purposes outlined in this Agreement.

It is the purpose of this Agreement to provide for the accomplishment 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 this 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 by-laws.
  - 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 by-laws and may have electronic meetings subject to the requirements of state law and



- 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, vice chair, and secretary, 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 by-laws. 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 by-laws or as directed by the Trustees.
  - 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, acknowledge 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. **By Laws.** Policies, procedures, and other Agency related business, and other operational and organizational issues will be governed through by-laws 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 assume 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 63G, 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 of 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 or 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 or 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.

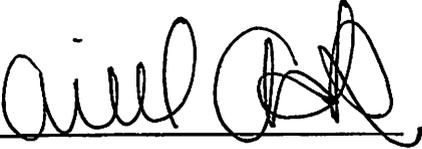
In witness whereof, the parties have caused this Agreement to be executed on their behalf

by the following duly authorized representatives as of the date appearing opposite their signature below:

City: South Salt Lake

Attest:

By: Cherie Wood



Name: Cherie Wood

Date: 2-27-2020

Title: Mayor

Approved as to form and compliance with applicable law:

 Attorney

ORDINANCE NO. 2020- 04

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING THE 2019-  
2020 FISCAL YEAR BUDGET

WHEREAS, Section 10-6-128, Utah Code Annotated 1953, as amended, requires the City Council to adopt amendments to the budgets for the fiscal year by ordinance; and

WHEREAS, the City Council has prepared said amendments and has submitted the same for public review and hearing; and

WHEREAS, the amendments conform to the requirements of the Utah Uniform Fiscal Procedures Act;

WHEREAS, a duly noticed public hearing was held on February 26, 2020, as prescribed by Section 10-6-127, Utah Code Annotated 1953, as amended.

NOW THEREFORE, BE IT ORDAINED, by the South Salt Lake City Council that the fiscal year 2019-2020 budget is hereby amended as set forth in the attached Exhibit "A" identified as South Salt Lake City Budget Amendment #3 Fiscal Year 2019-2020.

BY THE CITY COUNCIL:

*Sharla Bynum*

Sharla Bynum, Council Chair

ATTEST:

*Craig D. Burton*  
Craig D. Burton, City Recorder

City Council Vote as Recorded:

|         |            |
|---------|------------|
| Bynum   | <u>YES</u> |
| deWolfe | <u>YES</u> |
| Huff    | <u>YES</u> |
| Mila    | <u>YES</u> |
| Pinkney | <u>YES</u> |
| Siwik   | <u>YES</u> |
| Thomas  | <u>YES</u> |

Transmitted to the Mayor's office on this 27<sup>th</sup> day of FEBRUARY 2020.

*Craig D. Burton*  
Craig D. Burton, City Recorder

MAYOR'S ACTION: Approve

Dated this 27<sup>th</sup> day of February, 2020.

*Cherie Wood*  
Cherie Wood, Mayor

ATTEST:

*Craig D. Burton*  
Craig D. Burton, City Recorder



# EXHIBIT A

Additions to the individual fund budgets therein in the following amounts:

|                           |            | <u>Total New Budget Amount</u> |
|---------------------------|------------|--------------------------------|
| General Fund              | \$ 320,000 | \$36,163,480                   |
| Capital Improvements Fund | 569,000    | 8,313,300                      |

FY 2020 Budget Amendment  
February 2020

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General Fund

| Ref  | Account Name                           | Account Number | Source    | Use       |
|--|--|----------------|-----------|-----------|
| 1G   | Building Permit Fees                   | 10-3221-000    | \$230,000 |           |
| 1G   | Engineering Dept Salaries              | 10-62-110-00   |           | \$62,000  |
| 1G   | Engineering Dept Benefits              | 10-62-150-00   |           | \$31,000  |
| 1G   | Engineering Dept Supplies              | 10-62-240-00   |           | \$2,000   |
| 1G   | Community Development Dept Salaries    | 10-65-110-00   |           | \$66,000  |
| 1G   | Community Development Dept Benefits    | 10-65-150-00   |           | \$33,000  |
| 1G   | Community Development Dept Supplies    | 10-65-240-00   |           | \$1,500   |
| 1G   | Administration Dept Salaries           | 10-41-110-00   |           | \$24,000  |
| 1G   | Administration Dept Benefits           | 10-41-150-00   |           | \$10,000  |
| 1G   | Administration Dept Supplies           | 10-41-247-00   |           | \$500     |
| <i>Adjust for new positions: 4 - Engineering, 3 - Comm Dev, 1 - Administration .</i> |  |                |           |           |
| 2G   | Building Permit Fees                   | 10-3221-000    | \$35,000  |           |
| 2G   | Utah State Grant - Census              | 10-3380-000    | \$5,000   |           |
| 2G   | Administration - Professional Services | 10-41-310-00   |           | \$40,000  |
| <i>Facilitate City representation for 2020 census.</i>                               |  |                |           |           |
| 3G   | Building Permit Fees                   | 10-3221-000    | \$50,000  |           |
| 3G   | Administration - Professional Services | 10-41-310-00   |           | \$50,000  |
| <i>Update Sewer, Water, Parks Impact fee studies.</i>                                |  |                |           |           |
|  |  |                | \$320,000 | \$320,000 |

**Proposed Budget Amendments - General Fund  
February 2020**

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| <b>Engineering</b> | <b>Salary</b> | <b>Benefits</b> | <b>Other</b> | <b>Total</b> |
|--------------------|---------------|-----------------|--------------|--------------|
| Engineer 1         | \$58,000      | \$27,000        | \$1,500      | \$86,500     |
| Engineer 1         | \$58,000      | \$27,000        | \$1,500      | \$86,500     |
| Engineer Inspector | \$43,000      | \$23,000        | \$1,500      | \$67,500     |
| Engineer Inspector | \$43,000      | \$23,000        | \$1,500      | \$67,500     |
| Admin Assistant    | \$43,000      | \$23,000        | \$500        | \$66,500     |
| Annual             | \$245,000     | \$123,000       | \$6,500      | \$374,500    |
| @ 3 Months         | \$61,250      | \$30,750        | \$1,625      | \$93,625     |

| <b>Community Development</b> | <b>Salary</b> | <b>Benefits</b> | <b>Other</b> | <b>Total</b> |
|------------------------------|---------------|-----------------|--------------|--------------|
| Deputy Director              | \$75,000      | \$40,000        | \$1,500      | \$116,500    |
| Permit Technician            | \$40,000      | \$20,000        | \$1,500      | \$61,500     |
| Building Inspector           | \$70,000      | \$35,000        | \$1,500      | \$106,500    |
| Salary Adjustments           | \$25,000      | \$10,000        | \$0          | \$35,000     |
| Existing Budget Offset       | (\$11,000)    | (\$5,000)       | \$0          | (\$16,000)   |
| Annual                       | \$199,000     | \$100,000       | \$4,500      | \$303,500    |
| @ 4 Months                   | \$65,670      | \$33,000        | \$1,485      | \$100,155    |

| <b>Administration</b> | <b>Salary</b> | <b>Benefits</b> | <b>Other</b> | <b>Total</b> |
|-----------------------|---------------|-----------------|--------------|--------------|
| Homeless Liason       | \$73,000      | \$30,000        | \$1,500      | \$104,500    |
| @ 4 Months            | \$24,090      | \$9,900         | \$495        | \$34,485     |

FY 2020 Budget Amendment  
 February 2020

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**Capital Improvements Fund**

| Ref  | Account Name                                | Account Number | Source    | Use       |
|--|---|----------------|-----------|-----------|
| 1C   | Sales Taxes - Capital Improvements Fund     | 40-3130-000    | \$105,000 |           |
| 1C   | Engineering Dept Vehicles - 2               | 40-80-768-02   |           | \$70,000  |
| 1C   | Community Development Vehicles - 1          | 40-80-763-02   |           | \$35,000  |
| <i>Acquire new vehicles for added positions.</i>                       |   |                |           |           |
| 2C   | Federal JAG Grant Revenue                   | 40-3316-000    | \$29,000  |           |
| 2C   | Police Equipment - Block Grant Expenditures | 40-80-752-02   |           | \$29,000  |
| <i>Recognize previously awarded grant to purchase PD body cameras.</i> |   |                |           |           |
| 3C   | Impact Fees - Parks                         | 40-3615-000    | \$110,000 |           |
| 3C   | SL County Grant Revenue - TRCC              | 40-3387-000    | \$325,000 |           |
| 3C   | Columbus Park Improvements - Impact Fees    | 40-80-704-11   |           | \$110,000 |
| 3C   | Columbus Park Improvements - Grant          | 40-80-704-12   |           | \$325,000 |
| <i>Recognize SL County grant and increase City match to \$325,000.</i> |   |                |           |           |
|  |   |                | <hr/>     |           |
|  |   |                | \$569,000 | \$569,000 |