INTERLOCAL AGREEMENT FOR USE OF COUNTY COURTHOUSE RESOURCES

This Interlocal Agreement ("Agreement") is entered into by and between DAGGETT COUNTY, UTAH (the "County") and the FLAMING GORGE FIRE AND EMS DISTRICT, UTAH (the "Fire & EMS District") as of this ___ day of _____, 2022.

WHEREAS, the County has certain statutory obligations with respect to fire and safety, including, but not limited to, requirements set forth in Sections 65A-8-202, 65A-8-209, and 11-7-1, among others; and

WHEREAS, the County recently established the Fire & EMS District as a limited purpose entity (as defined in Section 17-15-32 of the Utah Code) to provide fire protection and EMS services in the unincorporated areas of the County; and

WHEREAS, pursuant to Section 17-15-32(2) the County is required to perform the following for all limited purpose entities established by the County, as follows:

> Beginning on July 1, 2019, each county shall list on the county's website any of the following information that the lieutenant governor publishes in a registry of local government entities and limited purpose entities regarding each limited purpose entity and local government entity that operates, either in whole or in part, within the county or has geographic boundaries that overlap or are contained within the boundaries of the county:
>
> (a) the entity's name;
>
> (b) the entity's type of local government entity or limited purpose entity;
>
> (c) the entity's governmental function;
>
> (d) the entity's physical address and phone number, including the name and contact information of an individual whom the entity designates as the primary contact for the entity;
>
> (e) names of the members of the entity's governing board or commission, managing officers, or other similar managers;
>
> (f) the entity's sources of revenue; and
>
> (g) if the entity has created an assessment area, as that term is defined in Section 11-42-102, information regarding the creation, purpose, and boundaries of the assessment area.

WHEREAS, pursuant to Title 11, Chapter 13 of the Utah Code known as the Utah Interlocal Cooperation Act, the County and the Fire & EMS District are authorized to enter into an interlocal cooperation agreement, and

WHEREAS, as a recently formed entity, the Fire & EMS District is lacking in the typical assets and resources an organization needs to operate, such as an office space and associated resources; and

WHEREAS, the County desires to provide support to the Fire & EMS District to better enable the Fire & EMS District to operate and begin to provide fire and EMS services:

NOW THEREFORE, Daggett County, Utah and the Flaming Gorge Fire and EMS District hereby agree and covenant as follows:

Section 1.1 Representations, Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the Fire & EMS District as follows:

(a) The County is a political subdivision and body politic duly existing as such within the State of Utah under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the County is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The County has duly authorized and approved the execution and delivery of this Agreement. The County agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The County agrees to provide the following as support to the Fire & EMS District:

1. A meeting space for the Fire & EMS District board to hold meetings, which will likely be after business hours and a key for access.
2. A storage space at the County Courthouse for a filing cabinet with access during and after business hours (cabinet to be purchased by the Fire & EMS District) and other associated equipment and materials.
3. Access to internet service at the County Courthouse by officials and representatives of the Fire & EMS District.
4. Access to the public computer system and associated County equipment for recording meetings of the Fire & EMS District.
5. Access to copy machines of the County during and after business hours.

Section 1.2 Representations, Covenants and Warranties of the Fire & EMS District. The Fire & EMS District represents, covenants and warrants for the benefit of the County as follows:

(a) The Fire & EMS District is a political subdivision of the State of Utah duly created and in good standing under the Constitution and laws of the State and the Fire & EMS District is authorized to enter into the transactions contemplated by this Agreement and to carry

out its obligations hereunder. The Fire & EMS District has duly authorized and approved the execution and delivery of this Agreement.

(b) The Fire & EMS District agrees that, subject to contrary action by the County, so long as this Agreement has not been terminated, it will maintain its existence.

(c) The Fire & EMS District agrees to endeavor to provide fire and EMS services in the unincorporated areas of the County to the extent it is able to reasonably acquire fire protection and EMS equipment.

(d) The Fire & EMS District agrees to provide the County reasonable compensation consistent with Section 17D-1-103. Accordingly, the Fire & EMS District shall annually pay the County the amount of $10 for the support in Section 1.1, which the County finds is reasonable.

Section 1.3 Term of Agreement. This Agreement shall commence as of the date of execution and shall continue until December 31, 2022, subject to automatic renewal for subsequent terms of 1 year duration, for a period of five additional years. Annually, the Fire & EMS District and the County shall collectively review the terms of this Agreement to determine whether any modifications may be desirable.

Section 1.4 Funding The County acknowledges that the Fire & EMS District will only have sufficient funds to satisfy the Fire & EMS District's obligations hereunder, if the County allocates or directs sufficient PILT or mineral lease funds to the Fire & EMS District to enable it to satisfy its obligations herein. Accordingly, the County agrees that the Fire & EMS District's obligations herein are contingent upon the County allocating sufficient PILT or mineral lease funds to enable the Fire & EMS District to satisfy its obligations herein.

Section 1.5 Mutual Covenants

(a) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Fire & EMS District, the County and their respective successors and assigns.

(b) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(c) Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of both parties but with the mutual written consent of both parties it may be amended or modified at any time.

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(e) No Separate Entity Created. No separate legal entity is created by this Agreement and there shall be no joint acquisition or ownership of property and it will not be necessary to dispose of property on the termination of this Agreement

(f) Financing. Each party will be responsible for maintaining its own financial budget for both income and expenditures arising under this Agreement.

(r) Resolution Required. This Agreement shall not be effective until approved by a resolution of the governing body of each party.

DATED: _____, 2022

DAGGETT COUNTY

_____
Chair

ATTEST

_____
County Clerk

APPROVED AS TO FORM

_____
Deputy County Attorney

DATED: _____, 2022

FLAMING GORGE FIRE &
EMS DISTRICT

_____
Chair

ATTEST

_____
District Secretary

APPROVED AS TO FORM

_____
Attorney for District