

RESOLUTION 2017-02

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT CONCERNING FIRE/EMERGENCY SERVICES

WHEREAS, Helper City, Price City, Wellington City and East Carbon City (collectively “the Cities”) all provide fire and emergency services to the citizens of their respective communities, and to the citizens residing in the unincorporated areas of Carbon County;

WHEREAS, the Cities have organized a coalition for purposes of negotiating with Carbon County to reach an agreement concerning costs of providing fire and emergency services to the citizens of Carbon County;

WHEREAS, the Cities work together to provide fire and emergency services to the citizens of Carbon County;

WHEREAS, the Cities are in agreement that a coalition of the respective cities best serves the citizens of Carbon County to provide fire and emergency services to the citizens of Carbon County;

WHEREAS, the Cities are in agreement that having a coalition of the respective cities is the best method of providing the most economically efficient and effective fire and emergency services to the citizens of Carbon County; and

WHEREAS, the Cities desire to memorialize their coalition for purposes of receiving and distributing funds from Carbon County which will assist them in providing fire and emergency services to the citizens of Carbon County;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Wellington that the attached Agreement be, and hereby is, approved, and that the City’s mayor and recorder or authorized and directed to execute and deliver the Agreement on behalf of the City.

Voting:	Yea	Nay	Absent	
Kirt Tatton	<u>X</u>	___	___	
Terri Sanslow	<u>X</u>	___	___	
Marvon Willson	<u>X</u>	___	___	
Glen Wells	<u>X</u>	___	___	
Paula Noyes	___	___	___	(Absent)
Mayor Joan Powell	___	___	___	(Not Required)

PASSED AND ADOPTED BY THE WELLINGTON CITY COUNCIL 5th day of April 2017

ATTEST:

Glenna Etzel
Glenna Etzel, City Recorder



Joan Powell
Joan Powell, Mayor

INTERLOCAL AGREEMENT CONCERNING FIRE/EMERGENCY SERVICES IN CARBON COUNTY UTAH

1. In accordance with the Interlocal Cooperation Act, Section 11-13-101, Et Seq. Utah Code Annotated, the cities execute this Agreement which will enable them to cooperate with each other on the basis of mutual advantage and to provide fire and emergency services in a manner that will accord best with geographic, economic, population and other factors influencing the need and development of the cities and Carbon County, and to provide the benefit of economy of scale distribution of resources, the overall protection of the general welfare of Carbon County.

1. To satisfy the requirement of Utah Code Annotated Section 11-13-206 (1), the parties hereto specifically indicate that it is not their intention, nor have they hereby, created an Interlocal entity. It is their individual and collective intention to memorialize their agreement that their fundamental purpose is a cooperative among these cities to deal with funding issues concerning their agreement with Carbon County.

1. The Cities have entered into a contractual obligation with Carbon County to provide fire and emergency services to the citizens in the unincorporated areas of Carbon County.

1. The Cities have, and will continue to modify and formulate protocols to assist each other in providing fire and emergency services to the citizens in their respective designated unincorporated areas of Carbon County.

1. This coalition will receive funds from Carbon County. The Mayors of the Cities will meet to determine how these funds will be distributed amongst the Cities. In making a determination as to distribution of funds, the Mayors will rely upon the Fire Chiefs of the Cities recognizing that the Fire Chiefs are uniquely qualified to evaluate their existing resources and needs.

75% of the funds received from Carbon County will be allocated among the Cities in an amount to be determined by a majority vote of the Mayors of each respective city.

25% of the funds received from Carbon County shall be considered a restricted fund to be used for purchase of equipment and apparatus to be managed and allocated by the Fire Chiefs of each city by a majority vote.

1. The coalition has agreed that funds received from Carbon County shall be paid into the Community Development Corporation created and maintained by Price City. This is intended, and will provide a pass-through payment entity to receive and hold funds pending dispersal as contemplated and required by this Agreement.

1. The Cities will work together using their best efforts to obtain outside funding to assist the Cities to perform the duties to which they have agreed in their respective contracts with Carbon County.

1. The Cities will work together making every effort to minimize their costs and expenses necessarily incurred to perform the duties to which they have agreed in the respective contracts with Carbon County.

1. The Cities will work together to maximize their efforts in securing funds from any and every source including, but not limited to, making grant applications and mutual aid agreements.

1. The term of this Agreement shall be _____ () years, commencing as of _____, 2017. The term of this Agreement shall be automatically renewed on an annual basis until terminated by mutual consent of the parties. This coalition may be, and is terminated upon the withdrawal of any one of the participants by giving written notice to all participants. The coalition is terminated 30 days after written notice by any one of the participants.