
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: February 3, 2006

SUBJECT: **Interlocal Cooperation Agreement for Fire Hydrant Maintenance**

AFFECTED COUNCIL DISTRICTS: Citywide

STAFF REPORT BY: Lehua Weaver

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Department of Public Utilities
LeRoy Hooton, Director

KEY ELEMENTS:

Since 1979, Salt Lake City has repaired fire hydrants throughout the City's water service area in unincorporated Salt Lake County. The costs for these repairs have been reimbursed by the County on a case by case basis.

This Interlocal Cooperation Agreement among the Salt Lake Valley Fire Service Area, Salt Lake County, Salt Lake Unified Fire Authority and the City will provide a process and cost reimbursement schedule for these fire hydrant repairs. This agreement formalizes only the hydrant repair agreement. Fire protection services will continue to be provided by the Unified Fire Authority and Salt Lake Valley Fire Service Area.

The reimbursement amount will be paid to the City on an annual basis, and will be figured based on the cost to repair and maintain hydrants within the City, multiplied by 1.35, which is the standard "County rate differential" for services. The annual fee will be adjusted each year based on a new count of hydrants, and installation of new hydrants will be contracted to the City for actual labor and material costs. This contract will result in a current annual reimbursement of \$36,615.

CC: Rocky Fluhart, LeRoy Hooton, Jeff Niermeyer, DJ Baxter

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS G. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL

To: Rocky Fluhart, Chief Administrative Officer

December 29, 2005

Re: Interlocal Cooperation Agreement (Fire Hydrant Maintenance) by and among Salt Lake Valley Fire Service Area, Salt Lake County, Salt Lake Unified Fire Authority and Salt Lake City Corporation.

Recommendation: That the Council approve the attached Interlocal Cooperation Agreement and forward to the Mayor for execution in behalf of the City.

Availability of Funds: 2005/2006 Budget

Discussion: Salt Lake City ("City") provides culinary water service outside its municipal boundaries in unincorporated Salt Lake County through a distribution system constructed as part of Exchange Agreements with various mutual irrigation companies or individual customers under Special County Contracts in the area designated in Exhibit A as the "Limited Special County Water Service Area" boundary map.

Since 1979, fire hydrants connected to the City's water distribution system located within unincorporated Salt Lake County have been repaired by the City, and Salt Lake County ("County") has reimbursed the City for the cost of such repairs on a case by case basis. This Cooperative Agreement formalizes the process and cost reimbursement of the repairs for the first time, and will provide more reliable service to the public.

Except as may be provided for by contract the City has no responsibility to acquire, own, install, inspect, maintain, repair, operate or otherwise manage fire hydrants situated outside its corporate boundaries.

The County is responsible for fire protections and owns the fire hydrants connected to the City's water distribution system within unincorporated Salt Lake County, which the City provides culinary water to mutual irrigation shareholders and Special County Contract customers.

In recent years, the Salt Lake Valley Fire Service Area (SLVFSA) was formed to assume the responsibility of furnishing fire protection to residents and others within all areas of the County outside the boundaries of incorporated cities and towns.



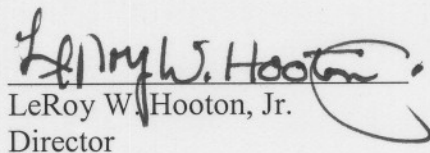
A companion organization, the Unified Fire Authority (UFA) has been created by the County and certain cities within the county to provide fire protection services to the areas and residents included within the corporate boundaries of participating public entities. UFA wishes to provide for the maintenance of hydrants located within the boundary identified in Exhibit A.

As specified in the terms of the Interlocal Cooperation Agreement, the City agrees to maintain, repair and replace all County/SLVFSA-owned fire hydrants identified in Exhibit A. For this service, UFA will pay to the City an annual flat fee calculated by a formula based on the cost of maintaining and repairing fire hydrants within the corporate boundaries of Salt Lake City with a 1.35 multiplier (County rate differential) applied to the County fire hydrants repairs. Based on the cost per hydrant within the corporate limits of Salt Lake City of \$18.08, the average cost per hydrant in unincorporated Salt Lake County is \$24.41. The annual fee for the current 1,500 hydrants located within Exhibit A is \$36,615. Annually, the fee will be adjusted based on the then cost per hydrant in Salt Lake City and the number of hydrants counted within the boundary shown on Exhibit A. For new fire hydrant installations, UFA will pay the City the actual labor and material costs of installation; and thereafter new hydrants will be maintained pursuant to this agreement.

The Interlocal Cooperative Agreement further memorializes that the City will make available from the water distribution system through fire hydrants water for fire-fighting purposes within the boundary shown on Exhibit A.

Contact Person: LeRoy W. Hooton, Jr. (483-6768) or Jeff Niermeyer (483-6785)

Submitted By:


LeRoy W. Hooton, Jr.
Director

Attachments

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS C. "ROCKY" ANDERSON
MAYOR

January 3, 2006

Mayor Ross C. Anderson
Room 306
City and County Building
451 South State Street
Salt Lake City, Utah 84111

Re: Interlocal Cooperation Agreement (Fire Hydrant Maintenance) by and among Salt Lake Valley Fire Service Area, Salt Lake County, Salt Lake Unified Fire Authority and Salt Lake City Corporation.

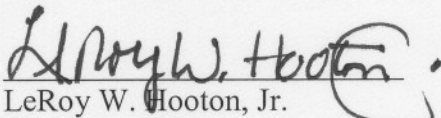
Dear Mayor Anderson:

Attached is the above referenced Interlocal Cooperation Agreement for the maintenance of fire hydrants connected to Salt Lake City's ("City") water distribution system located in unincorporated Salt Lake County and shown on Exhibit A. Except as may be provided for by contract the City has no responsibility to acquire, own, install, inspect, maintain, repair, operate or otherwise manage fire hydrants situated outside its corporate boundaries.

Under this Interlocal Cooperation Agreement, the City will maintain, repair and replace hydrants located within unincorporated Salt Lake County for an annual fee paid by the Unified Fire Authority ("UFA") based on the number of hydrants connected to the City's water distribution system as shown on Exhibit A, multiplied by the unit cost per hydrant paid by the City's Fire Department for fire hydrant maintenance within the corporate limits of Salt Lake City multiplied by 1.35. The unit cost and number of hydrants will be assessed and recalculated each year. The current calculated annual fee is \$36,615 for the current number of hydrants located in unincorporated Salt Lake County. For new fire hydrant installations, UFA will pay the City the actual labor and material costs of installation; and thereafter new hydrants will be maintained pursuant to this agreement.

I recommend that the Interlocal Cooperation Agreement be approved.

Sincerely,


LeRoy W. Hooton, Jr.
Director

1530 SOUTH WEST TEMPLE, SALT LAKE CITY, UTAH 84115

TELEPHONE: 801-483-6900 FAX: 801-483-6818

WWW.SLCGOV.COM



RESOLUTION NO. _____ OF 2006
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATION AGREEMENT
BY AND AMONG
SALT LAKE CITY CORPORATION, SALT LAKE COUNTY,
SALT LAKE VALLEY FIRE SERVICE AREA AND UNIFIED FIRE AUTHORITY
AND
SALT LAKE COUNTY

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WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. That the execution and delivery of the following is hereby approved:

AN INTERLOCAL AGREEMENT BY AND AMONG SALT LAKE CITY CORPORATION, SALT LAKE COUNTY, SALT LAKE VALLEY FIRE SERVICE AREA AND UNIFIED FIRE AUTHORITY, PROVIDING FOR THE MAINTENANCE OF FIRE HYDRANTS IN CERTAIN PORTIONS OF UNINCORPORATED SALT LAKE COUNTY.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve and execute said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2006.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:


SENIOR CITY ATTORNEY

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INTERLOCAL COOPERATION AGREEMENT
(FIRE HYDRANT MAINTENANCE)

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THIS INTERLOCAL COOPERATION AGREEMENT (FIRE HYDRANT MAINTENANCE), dated as of _____, 2006 (this "Agreement"), by and among SALT LAKE VALLEY FIRE SERVICE AREA, an independent service area created pursuant to UCA Sec. 17A-2-401 et. seq. (the "SLVFSA"), SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "County"), the UNIFIED FIRE AUTHORITY, a public agency created pursuant to the Utah Interlocal Cooperation Act ("UFA"), and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (the "City"),

WITNESSETH:

WHEREAS, the City provides culinary water service outside of its municipal boundaries within portions of the unincorporated area of the County, including the area identified on Exhibit A attached hereto, such identified area being referred to herein as the "Limited Special County Water Service Area;" and

WHEREAS, such water service is provided by means of a water treatment, conveyance and delivery system consisting of dams, reservoirs, storage tanks, water treatment plants, raw and finished water conveyance facilities, valves, pumps, distribution pipelines and related and appurtenant facilities, operated and maintained by the City (collectively, the "System"), portions of which are situated within the Limited Special County Water Service Area; and

WHEREAS, the County owns certain fire hydrants and related appurtenances in the Limited Special County Water Service Area; and

WHEREAS, the SLVFSA has assumed the responsibility of furnishing fire protection to residents and others within all areas of the County outside the boundaries of incorporated cities and towns (which area includes portions of the Limited Special County Water Service Area), pursuant to Section 11-7-1 and Section 17A-2-403 of the Utah Code; and

WHEREAS, the SLVFSA discharges such responsibility, in part, by acquiring fire hydrants and related appurtenances and connecting the same to the System; and

WHEREAS, UFA has been created by the County and certain cities within the County to provide fire protection services to the areas and residents included within the corporate boundaries of the participating public entities, and as part of such responsibility inspects fire hydrants and related appurtenances and provides for maintenance of such facilities; and

(c) It is the current practice of the City to open and operate each Fire Hydrant on the System at least once each year in order to fully flush the System as part of a systematic water quality maintenance program. During the term of this Agreement, the City shall open and operate each Fire Hydrant situated within the Limited Special County Service Area in accordance with the City's then current System flushing practice. Incidental to such practice, in the event the City observes conditions which render a Fire Hydrant inoperable, or which otherwise warrant maintenance, repair or replacement work, the City shall so notify UFA, in the same manner as the City notifies the Salt Lake City Fire Department, and will schedule and perform the necessary work in accordance with the City's standard practice within the City. Except as described above, the City is under no duty and has no obligation to inspect County/SLVFSA Fire Hydrants or independently schedule maintenance, repair or replacement work, and in any event such City activities shall not absolve UFA of its primary obligation to inspect and operate all Fire Hydrants within the Limited Special County Water Service Area.

(d) Whenever the City undertakes a water main replacement project in the Limited Special County Water Service Area, the City agrees, in connection with such project, and without special direction by or authorization from the County, UFA or SLVFSA, to (i) replace or repair broken or otherwise defective Fire Hydrants, (ii) replace old Fire Hydrants which are otherwise functional but which do not meet then current standards, with new Fire Hydrants, and (iii) install new Fire Hydrants as necessary to achieve the then required density of Fire Hydrants (currently one Fire Hydrant every 500 feet).

(e) The City agrees to install such additional new Fire Hydrants within the Limited Special County Service Area as UFA shall direct.

SECTION 2. Fees and Charges. (a) For the services described in Sections 1(a), (b), (c) and (d) (i), UFA shall pay to the City an annual flat fee, in an amount to be determined for each fiscal year, as provided herein. Such fee shall be fixed for the duration of each fiscal year, and shall not be subject to increase or decrease by either party based upon the actual cost of services provided during the applicable fiscal year; provided, however, that UFA shall be responsible for the actual costs incurred by the City for maintenance, repair or replacement work which is required due to the gross negligence or willful misconduct of UFA, or any agents of UFA. The fee paid by UFA shall be reimbursed to UFA by the County or the SLVFSA in accordance with paragraph 25 of the Cooperative Agreement by Public Agencies to Create a New Entity to Consolidate Fire Protection, Emergency Medical and Emergency Protection Services and Provide Rules of Governance. The annual flat fee shall be based on the flat fee charged by the City's Department of Public Utilities (the "Department"), to the City's Fire Department for similar services. For each fiscal year during the term of this Agreement, the fixed fee shall be an amount equal to (i) the average per Fire Hydrant fee charged by the Department to the City Fire Department for such fiscal year, increased to reflect the Limited Special County rate differential applicable for such fiscal year, which fee shall be determined and reported by the City to UFA not later than the April 15th immediately preceding the beginning of such fiscal year, times (ii) the number of then existing Fire

by exchange agreements between the City and any mutual irrigation water companies, within which areas the operation, maintenance, repair and replacement of the System and any other facilities used to deliver culinary water shall continue to be covered by the terms of such exchange agreements.

(c) It is understood and agreed that the City has obligations to deliver water to the inhabitants, firms and corporations within the boundaries of the City, and the City may sell water within the Limited Special County Water Service Area, pursuant to Section 10-8-14, Utah Code Annotated, only to the extent such water is not required by the City or its inhabitants. In taking any actions to reduce or eliminate water sales within the Limited Special County Water Service Area, the City shall not discriminate against UFA, and shall take such actions only to the extent the same actions are taken toward and are made generally applicable to other similarly situated surplus water customers of the City.

(d) The fixed annual fee referred to in Section 2 above includes a component to compensate the City for water usage under this Section.

SECTION 4. Term. Unless earlier terminated, this Agreement shall remain in effect for fifty (50) years. This Agreement may be terminated at any time by mutual consent of the parties, or upon thirty (30) days' prior written notice by either party based upon a violation of the terms hereof by the other party, which violation is not cured within such thirty (30) day period.

SECTION 5. Assignment. This Agreement may not be assigned by any party, without the prior written consent of the other parties.

SECTION 6. Entire Agreement. This Agreement contains the entire agreement between the parties and cannot be altered except in writing signed by both parties.

SECTION 7. Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the parties agree as follows:

(a) This Agreement shall be authorized by resolution or ordinance of the legislative body of each party, pursuant to Section 11-13-202.5(1)(b) of the Interlocal Act;

(b) The resolution or ordinance of a party's legislative body approving this Agreement shall specify the effective date of this Agreement, pursuant to Section 11-13-202.5(2) of the Interlocal Act.

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

(d) The Mayor of the City, the Mayor of the County, the Chair of the Board of Trustees of the SLVFSA, and the Fire Chief of UFA are designated as the joint

knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

SECTION 10. No Third-Party Beneficiaries Intended. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective parties hereto. No other persons are intended to benefit from or be bound by the mutual obligations of the parties and no third party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the parties.

SECTION 11. Governmental Immunity Act. Each party hereto is a governmental entity subject to the Utah Governmental Immunity Act (the "Act") and the substantive and procedural protections thereof. Nothing in this Agreement is intended to or does waive any defense, limitation on actions, substantive protection or procedural requirement established under the Act affecting or benefiting either party with respect to either the performance of its obligations under the agreement or the rights of third parties.

SECTION 12. The City, the County, the SLVFSA and UFA each disavows ownership of Fire Hydrants situated within the incorporated cities of Holladay and Cottonwood Heights. Without either acknowledging or disputing the position each other party takes or may take with regard to the ownership of and/or maintenance responsibility with respect to such Fire Hydrants (each party reserving the right to do so in the future), each party hereto expressly agrees, solely for purposes of this Agreement, that the "Limited Special County Water Service Area" shall not include any territory lying within the incorporated cities of Holladay and Cottonwood Heights. Accordingly, the City is not undertaking, pursuant to this Agreement, maintenance responsibility with respect to Fire Hydrants situated within Holladay and Cottonwood Heights, and neither UFA, the SLVFSA nor the County, pursuant to this Agreement, is undertaking to reimburse the City for the cost of such maintenance. However, the parties contemplate that this Agreement may be amended in the future to include the area within the incorporated cities of Holladay and Cottonwood Heights.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2006.

SALT LAKE CITY CORPORATION

By _____
MAYOR

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

11/6/06
By *[Signature]*

By: _____

: SS.

is the _____ of SALT LAKE VALLEY FIRE SERVICE AREA, and that the foregoing instrument was signed in behalf of said Service Area by authority of a resolution of its Board of Trustees; and said person acknowledged to me that said Service Area executed the same.

UNIFIED FIRE AUTHORITY

By: _____

: SS.

On the _____ day of _____, 2006, personally appeared before me _____, who being by me duly sworn, did say that he is the _____, of the UNIFIED FIRE AUTHORITY and that the foregoing instrument was signed in behalf of said public agency by authority of a resolution of its Board of Trustees; and said person acknowledged to me that said public agency executed the same.

NOTARY PUBLIC, residing in

My Commission Expires:



Exhibit A
Limited County
Page 1 of 2

Limited Special County
Water Service Area

Unincorporated

Holladay City

Salt Lake City

South Salt Lake City

Murray City

