

TOWN OF ALTA

RESOLUTION NO. 2024-R-26

A RESOLUTION REPEALING AND REPLACING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ALTA AND SALT LAKE COUNTY SERVICE AREA #3

WHEREAS, the Town of Alta ("Town") and the Salt Lake Service Area #3 ("Service Area") entered into an Interlocal Service Agreement on December 26, 1990 (Agreement), which Agreement has been renewed annually to the present; and

WHEREAS, the Alta Town Council has approved resolutions over the years as necessary to approve updates to the cost of their services; and

WHEREAS, the Town and the Service Area desire to replace the Agreement with updated language based on updates to Utah State Code; and

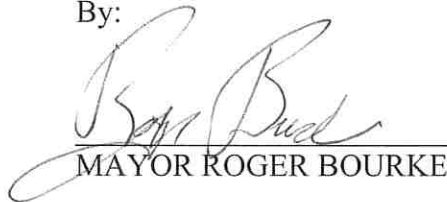
WHEREAS, the Town and Service area wish to address annual increases to the cost of services;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Interlocal Agreement Between the Town of Alta and the Salt Lake County Service Area #3 is hereby approved.

APPROVED by the Town Council on the 11th day of December, 2024.

By:


MAYOR ROGER BOURKE

ATTEST:


JEN CLANCY, TOWN CLERK

VOTE: Approved

Mayor Bourke	<u>Not present</u>	Councilmember Anctil	<u>yes</u>
Councilmember Byrne	<u>yes</u>	Councilmember Morgan	<u>yes</u>
Councilmember Schilling	<u>yes</u>		

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TOWN OF ALTA
AND
SALT LAKE COUNTY SERVICE AREA # 3**

This Agreement ("Agreement") is made and entered into this 21st day of January, 2025, (the "Effective Date"), by and between the TOWN OF ALTA, a municipality, hereinafter "Alta" and SALT LAKE COUNTY SERVICE AREA # 3, a service area, hereinafter referred to as the "Service Area."

RECITALS

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into Agreement with one another to provide services that they are each authorized to provide pursuant to Utah Code 11-13-202;

WHEREAS, both Alta and the Service Area operate retail culinary water systems in close proximity to each other within Little Cottonwood Canyon; and

WHEREAS, the Service Area possesses expertise in the maintenance and operation of said systems and is willing to assist Alta in the maintenance and operation of its systems; and

WHEREAS, Alta believes that it can achieve cost savings and maintain high standards of water system maintenance by utilizing Service Area personnel for its operation and maintenance functions; and

WHEREAS, the Service Area is willing to make available its personnel to provide such services; and

WHEREAS, both parties believe that this Agreement satisfies the requirements of the aforementioned Interlocal Co-operation Act.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. PURPOSE.

The purpose of this agreement is to provide a means whereby the water systems of the Service Area and Alta can be operated in an efficient, cost-effective manner.

2. INTERLOCAL COOPERATION ACT REQUIREMENTS.

In satisfaction of the requirements of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, the Parties agree as follows:

A. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended.

B. This Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

C. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party. This Agreement does not take effect until it is filed with the keep of records of each Party.

3. AGREEMENT.

A. Ongoing Maintenance. The Service Area shall provide ongoing maintenance and operation services for Alta's municipal culinary water system, consisting of the following services:

- a. Daily monitoring of the general systems.
- b. Minor repairs and maintenance.
- c. Twenty-four (24) hour per day emergency response for problems.
- d. Water sampling as required by the Utah Division of Drinking Water.
- e. Monthly water meter readings.
- f. Supervision and assistance with new water connections and major infrastructure repair or improvement projects carried out by contractors.
- g. Maintenance of fire hydrants.
- h. Emergency plan.

B. Payment for Services; Budget.

1. For the above services, it is anticipated that the Service Area will expend approximately forty (40) hours of work per month. Alta shall pay suppliers directly for all needed supplies and shall reimburse the Service Area for supplies installed during emergency maintenance operations. If it is necessary that the Service Area perform work more than the forty (40) hours per month, said work must be pre-authorized by Alta in writing. Alta shall then compensate the Service Area at a rate for hours worked more than 40 hours per month defined below for said work. Alta shall establish and maintain a budget for the payments referred to herein.

2. For calendar year 2025, Alta shall pay to the Service Area the sum of \$3,091 (Three Thousand Ninety-One dollars) per month. The rate for hours worked more than the 40 hours per month is \$61.80. The rates shall increase by 3% (three percent) annually starting January 1 each year. If the Service Area proposes to increase the rates by more than 3% per year, the Service Area shall notify Alta

in writing no later than November 15th, prior to the calendar year in which rates are proposed to increase. The Parties may enter into a separate agreement for rates, subject to Town of Alta budget approval by the Alta Town Council.

C. Certified Personnel. All services requiring state certified personnel shall be performed by certified personnel.

4. DURATION OF AGREEMENT.

The term of this Agreement shall commence on the Effective Date and shall terminate on November 30, 2074, unless this Agreement is terminated earlier as provided herein.

5. INTEGRATION.

This Agreement is a complete expression of the Agreement between the Parties and constitutes the entire Agreement between the Parties pertaining to the subject matter herein. This Agreement supersedes all prior agreements and understandings pertaining thereto.

6. AMENDMENTS.

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

7. SURVIVAL.

All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect.

8. TERMINATION.

Any Party to this Agreement may withdraw from this Agreement by providing written notice of its intent to withdraw with no less than 120 days notice.

9. NOTICE.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication via email. It will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must, no later than two business days after sending the email message, deliver a tangible copy of that notice with end-to-end tracking and all fees prepaid such as by certified mail.

To Town of Alta:

Town Manager

Chris Cawley <ccawley@townofalta.utah.gov>

P.O. Box 8016

Alta, Utah 84092

To: SALT LAKE COUNTY SERVICE AREA # 3

General Manager

Kasey Carpenter <kasey@canyonwater.com>

P.O. Box 920067

Snowbird, Utah 84092

10. RESERVATION OF LEGISLATIVE AND EXECUTIVE POWERS.

The Parties recognize and agree that this Agreement does not obligate either Party to limit their legislative or executive powers with respect to any of the subject matter of this Agreement.

11. INDEMNIFICATION.

A. Each Party agrees to indemnify, defend, and hold harmless each other Party from and against any claims, lawsuits, liability, damages, loss, costs, or expenses, including attorney fees incurred as a result of bodily injury, death, personal injury, or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omission of the responsible Party.

B. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Ann. 1953, as amended. No Party waives any defenses available under the Governmental Immunity Act, nor does any Party waive any limits of liability now or hereafter provided by law.

C. The parties agree to notify each other within thirty (30) days of receiving a claim or action under which one Party may have to indemnify the other. This section shall survive the termination of this Agreement.

D. Force Majeure: Neither party shall be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God; fire; epidemics; earthquake; floods or other natural disaster; acts of the state or federal government; riots; strikes, war or civil disorder; unavailability of fuel.

12. INSURANCE.

For the duration of this Agreement, including all renewal terms, each Party shall procure and maintain insurance coverage, through independent contract or self-insurance, or as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

13. WORKER'S COMPENSATION.

The Service Area shall maintain coverage under Worker's Compensation or a similar, State-approved plan for all employees providing services to Alta. Any claims filed for injury by employees of the Service Area shall be the responsibility of the Service Area.

14. ACQUISITION, HOLDING, AND DISPOSAL OF PROPERTY.

Any property acquired in connection with this Agreement shall be acquired, held, and disposed of (whether upon termination of this Agreement or otherwise) as mutually agreed to by the parties hereto.

15. SEVERABILITY.

If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

16. NO THIRD PARTY BENEFICIARIES.

There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

17. GOVERNING LAW.

This Agreement, and any disputes arising under this Agreement, shall be governed at all times by the laws of the state of Utah in the venue of Salt Lake County.

18. NO SEPARATE ENTITY.

This Agreement does not form a separate interlocal entity under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

Town of Alta

By: _____

Roger Bourke, Mayor of Alta

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Alta Town Attorney

Date: _____

ATTEST:

By: _____

Jen Clancy, Alta Town Clerk

Date: _____

SALT LAKE COUNTY SERVICE AREA # 3

By: _____

David Richards, Board Chairman of
SALT LAKE COUNTY SERVICE AREA # 3

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

[NAME], Attorney for SALT LAKE COUNTY
SERVICE AREA # 3

Date: _____

**RECORDER SALT LAKE COUNTY SERVICE AREA #
3**

By: _____

Bryauna Alderin, Recorder for SALT LAKE
COUNTY SERVICE AREA # 3

Date: _____