

RESOLUTION NO. 85-134

A RESOLUTION APPROVING THE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MILLARD COUNTY PROVIDING FOR THE ESTABLISHMENT OF A SPECIAL SERVICE DISTRICT TO PROVIDE FIRE PROTECTION SERVICES WITHIN THE BOUNDARIES OF MILLARD COUNTY, UTAH AND CONSENTING TO THE INCLUSION OF DELTA CITY WITHIN SAID DISTRICT.

The City Council of the City of Delta, Utah referred to herein as the "City Council," hereby recites the following as the basis for adopting this resolution:

A. On July 9, 1985, the Board of County Commissioners of Millard County adopted Resolution 85-07-09 declaring that the public health, convenience and necessity require the creation of the Millard County Fire Service District ("District") within the boundaries of said County; and

B. Since the proposed District would include the boundaries of the City of Delta, the Board of County Commissioners of Millard County, Utah did on or about the 17th day of July, 1985, present a certified copy of said Resolution, a copy of which is attached hereto as Exhibit "A" and is hereby referred to and incorporated by reference, pursuant to Section 11-23-6, Utah Code Annotated (1953), as amended, and has requested that the City Council approve said Resolution and consent to the inclusion of Delta City within the proposed District; and

C. The City Council has determined that it would be in the best interests of the residents of the City of Delta for Delta City to be included within said District if certain conditions precedent are fulfilled;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Delta, Utah:

Section 1. The City Council hereby approves Resolution No. 85-07-09 of the Board of County Commissioners of Millard County, Utah and consents to the creation of the Millard County Fire Service District by the Board of County Commissioners of Millard County, Utah and further consents to the inclusion of Delta City within the boundaries of said proposed District, strictly upon fulfillment of the following conditions precedent:

a. That Millard County, through approval by the Board of County Commissioners of Millard County, Utah, enter into an agreement in substantially the form of the agreement attached hereto as Exhibit "B", the form of said agreement to be approved by the City Council in the event that the terms of said agreement deviate from the agreement attached hereto as Exhibit "B."

b. That Millard County or its successors comply with the terms of the agreement attached hereto as Exhibit "B." If these conditions are not met, the authorization to include Delta City within the Millard County Fire Service District shall be deemed void.

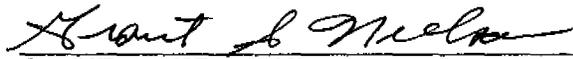
Section 2. The City Council hereby approves the interlocal agreement attached hereto as Exhibit "B" and does give authorization for the City of Delta to become a party to said agreement and for the Mayor and City Recorder to execute and attest, respectively, said agreement on behalf of Delta City.

Section 3. This resolution shall become effective upon adoption. The agreement approved hereby shall become effective upon execution by both parties hereto.

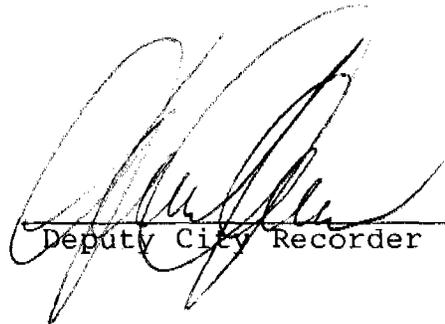
Section 4. In the event that any provision of this resolution less than the entire resolution is held invalid by a court of competent jurisdiction, this resolution shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this resolution.

Section 5. To the extent that any resolutions or policies of the City of Delta conflict with the provisions of this resolution, they are hereby amended to be in accordance with the provisions hereof.

PASSED AND APPROVED THIS 14th day of August, 1985.


GRANT S NIELSON, Mayor

Attest:


Deputy City Recorder

INTERLOCAL COOPERATION ACT AGREEMENT
MILLARD COUNTY FIRE SERVICES AGREEMENT

THIS AGREEMENT is entered into under authority of the Utah Interlocal Cooperation Act as contained in Chapter 13 of Title 11, Utah Code Annotated (1953), as amended, by and between the following parties:

- I. Millard County, a body corporate and politic and of the State of Utah, of P.O. Box 226, Fillmore, Utah, 84631, referred to herein as "Millard County;" and
- II. City of Delta, Utah, a municipal corporation and political subdivision of the State of Utah, of P.O. Box 397, Delta, Utah, 84624, referred to herein as "Delta City."

WITNESSETH

The parties hereto recite the following as the basis for entering into this agreement:

A. Delta City presently owns and operates the Delta Fire Department for the purpose of providing fire prevention, fire suppression and other related services to residents of Delta City. The fire department presently consists of fire fighting equipment and vehicles, a fire house and grounds and other related materials and facilities.

B. Millard County has in the past contracted for Delta City to provide fire protection services to residents of the unincorporated areas of Millard County and to other incorporated communities in Millard County, for which Millard County has paid both operation and maintenance funds and capital funds to Delta City.

C. The parties hereto have at different times negotiated various formulas for payment by Millard County to Delta City for fire protection services.

D. Millard County proposes to create a special service district under the Utah Special Services District Act as set out in Chapter 23 of Title 11, Utah Code Annotated (1953), as amended. The Board of County Commissioners of Millard County has adopted Resolution 85-07-09 declaring its intention to create the Millard County Fire Service District for the purpose of, among other things, providing necessary funding for fire protection services

within the boundaries of Millard County, Utah. The Millard County Commission has further proposed that Delta City and the other incorporated municipalities within Millard County be included within the proposed service district.

E. The Delta City Council has determined that it is in the best interests of the residents of Delta City to adopt a resolution authorizing inclusion of Delta City within the proposed service district, provided that certain conditions are met regarding the effect of the service district on the continued operation of the Delta Fire Department.

NOW, THEREFORE, the parties hereto, for the mutual covenants and other consideration expressed herein, hereby agree as follows:

1. Millard County agrees to use its best efforts to organize the fire district as proposed in Resolution 85-07-09, adopted on July 9, 1985 by the Board of County Commissioners of Millard County, Utah. Delta City agrees to be included in and be a part of the proposed Millard County Fire Service District as approved in Resolution 85-_____ adopted by the Delta City Council on August 14, 1985. The obligations of each party under this section are expressly conditioned on fulfillment of the remaining terms and covenants of this agreement.

2. The parties hereto each acknowledge and agree that Delta City owns and operates the Delta Fire Department and that Millard County has in the past contributed both operation and maintenance funding and capital equipment acquisition funds to Delta City for operation of the Delta Fire Department.

3. The parties agree that during the term of this agreement Delta City will be entitled to retain ownership of the ~~present~~ ^{Delta} fire station, fire fighting vehicles and other fire suppression and protection equipment presently located within and used by the Delta Fire Department. The parties further agree that Delta City shall be entitled to staff the Delta Fire Department entirely with Delta City employees, which may include volunteers who may be either uncompensated, or may be compensated by Delta City providing health and accident insurance and such other compensation as may be approved by the Delta City Council. The parties further agree that the staff and employees of the Delta City Fire Department shall be under the command of and supervised by the Delta City Mayor, with a City Manager, Fire Chief or such other assistants as the Mayor may designate; provided, however, that such staffing, employment and supervision shall be consistent with the terms of this agreement.

4. Delta City agrees that it will continue to provide fire protection services to the unincorporated areas of Millard

County and will provide back-up response to incorporated communities within Delta City in response to calls from the Millard County Sheriff's Office central dispatch, as follows:

a. For the eighteen (18) month period beginning July 1, 1984 and ending December 31, 1985 upon payment by Millard County of a remaining amount of \$15,378.09, for said eighteen (18) month period, receipt of which is hereby acknowledged.

b. For the eighteen (18) month period beginning January 1, 1986 and ending June 30, 1987 upon payment by Millard County of the amount determined by the formula set forth in paragraph 6 hereof.

5. Millard County shall pay to Delta City as compensation for fire protection services provided hereunder for the period beginning January 1, 1986 and ending June 30, 1987 the amount determined by the following formula, or such other formula as may be agreed to by written amendment hereto between the parties. The formula, unless otherwise agreed, shall consist of a ratio, the numerator of which is the total of the factors set out in paragraphs "a" through "c" below and the denominator of which is the total of the factors set out in subparagraphs "d" through "f" below, multiplied by the total fire budget for Millard County for the same period, exclusive of Millard County administrative costs. The factors determining the numerator and denominator shall be as follows:

Numerator--

a. A factor for fires to to which the Delta Fire Department responds, for which no direct compensation is paid by other governmental units, such as the Bureau of Land Management, which shall include the number of Delta Fire Department vehicle hours spent on fires, the number of man hours of Delta Fire Department employees, the estimated fire losses and the supplies expended in fighting of such fires for the period beginning January 1, 1985 and ending December 31, 1985, multiplied by a factor of 1.5; and

b. The average population within the primary fire response area designated for the Delta Fire Department by the Millard County Fire Board as determined by the Intermountain Power Agency September, 1985 census or such other census as may be agreed to by the parties;

c. The total assessed value of all property within the primary response area assigned to the Delta Fire Department.

Denominator--

- d. The total of the factors set out in subparagraph "a" for all fire departments within Millard County during the designated time period;
- e. The total average population for Millard County during 1985; and
- f. The total of assessed values for privately owned property within all designated fire response areas within Millard County.

6. The parties agree that the obligations of Millard County under this agreement may be assumed by the Millard County Fire Service District, on the conditions that said District is organized and has tax revenues or fees paid in lieu of ad valorem taxes available to it for funding of fire protection services as described in paragraph 4 above prior to June 30, 1987. In the event that the obligations of Millard County are assumed by said District, Millard County agrees that it will, either as a condition of delegating administration of the fire district to an administrative control board, or prior to such delegation, that the fire district will, either through the Board of Commissioners acting as the governing body of said District, or through the administrative control board of that District, agree to assume all covenants, obligations and terms applicable to Millard County under this agreement. Such assumption shall include, without limitation, funding of the agreement through use of the formula described in paragraph 5 above and the covenants regarding ownership and control of the Delta Fire Department as set out in paragraph 7 below.

7. Delta City shall not be required, as a condition of receiving funding under this agreement or for any other reason to assign or to relinquish:

- a. Ownership of Delta Fire Department equipment, vehicles or buildings; or
- b. The authority to directly hire and supervise any staff or employees of the Delta Fire Department, including volunteer firemen; or
- c. Any of the benefits presently provided to the staff or employees, including volunteer firemen, of the Delta Fire Department.

8. This agreement shall not be amended except in a writing executed by the authorized agents of each respective

party hereto, such authorization having been given by resolution of the governing body of each respective party approved in accordance with the Utah Interlocal Cooperation Act.

9. Each provision of this agreement shall be deemed severable. In the event that any provision of this agreement less than the entire agreement is held invalid by a court of competent jurisdiction, the finding of invalidity, to the extent possible, shall not affect the operation of the remaining portions of this agreement.

IN WITNESS whereof the parties have executed this agreement on the dates set out below.

MILLARD COUNTY

MICHAEL R. STYLER, CHAIRMAN
Board of Commissioners

ATTEST:

MARLENE WHICKER
Millard County Clerk

Approved as to form:

STEVEN R. JACKSON
Millard County Attorney

DATED this _____ day of _____, 1985.

DELTA CITY

GRANT S. NIELSON, MAYOR

ATTEST:

DOROTHY JEFFERY
Delta City Recorder

Approved as to form:

WARREN H. PETERSON
Delta City Attorney

DATED this _____ day of _____, 1985.

following municipalities: Scipio, Holden, Fillmore, Meadow, Kanosh, Lynndyl, Leamington, Oak City, Delta and Hinckley.

ADOPTED by unanimous vote this 25th day of September, 1984.

MILLARD COUNTY COMMISSION

18/ Michael R. Styler
MICHAEL R. STYLER, Chairman

18/ Marlene Whicker
MARLENE WHICKER, Clerk

I, MARLENE WHICKER COUNTY CLERK AND EX OFFICIO CLERK OF THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR MILLARD COUNTY STATE OF UTAH, HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT NOW ON FILE AND OF RECORD IN MY OFFICE AS SUCH CLERK.
WITNESS MY HAND AND SEAL OF SAID COURT THIS 25

DAY OF Sept A.D., 1984
Marlene Whicker BY _____ DEPUTY CLERK
MARLENE WHICKER, CLERK

17-1-17. Millard county—Description.—Millard county: Beginning at the southeast corner of section 24, township 17 south, range 2 west, Salt Lake base and meridian, on range line between ranges 1 and 2 west, thence west to the southwest corner of section 22 near the summit of Sevier hill; thence north to the southeast corner of section 16; thence west on section line to the summit of the range separating Oak Creek district from the Little valley; thence northerly following the last mentioned summit to its point of intersection, if prolonged, with the middle of the channel of the Sevier river; thence southwesterly down the middle of said channel to the mouth of the lower Sevier canyon; thence west on the township line between townships 14 and 15 south to the boundary of the state; thence south to a point west of a point two miles south of the south side of Fort Wilden on Cove creek; thence east to the summit of the range separating the Sevier valley from the Pahvant and Round valleys; thence to the southwest corner of section 31, township 25 south, range 5 west; thence east one-half mile; thence north two miles; thence east one mile; thence north three miles; thence east one-half mile; thence north one mile to the northwest corner, section 4, township 25 south, range 5 west; thence east one-half mile; thence north one mile; thence east one mile; thence north one-half mile; thence east five miles to the center of section 28, township 24 south, range 4½ west; thence south one-half mile; thence east two and one-half miles; thence north one-half mile; thence east one mile; thence north one-fourth of a mile; thence east one-half mile; thence north one mile; thence east one-half mile; thence north one-fourth mile to the northwest corner of section 20, township 24 south, range 4 west; thence east one mile; thence north one-half mile; thence east three-fourths miles; thence north one-half mile; thence east one-fourth of a mile to the southwest corner of section 10, township 24 south, range 4 west; thence north one-half mile; thence east one mile; thence north two and one-half miles; thence west one-half mile; thence north five miles to the quarter section corner on the north side of section 3, township 23 south, range 4 west; thence north along section line between sections 31 and 32 to the northwest corner of section 32, township 22 south, range 3 west; thence east two miles to the southeast corner section 28, township 22 south, range 3 west; thence north one mile; thence east one mile; thence north two miles; thence east one mile; thence north two miles; thence east one mile to the southeast corner of section 36, township 21 south, range 3 west; thence north one and one-half miles more or less to the southwest corner of section 21, township 21 south, range 2½ west; thence east to the quarter section corner on the south side of section 19, township 21 south, range 2 west; thence north two miles; thence east one-half mile to the southeast corner of section 7, township 21 south, range 2 west; thence north one-half mile; thence east two miles; thence north to the northwest corner of section 3, township 21 south, range 2 west; thence east to the southeast corner of section 36, township 20 south, range 2 west, thence north on the range line between ranges 1½ and 2 west to the southeast corner of section 24, township 17 south, range 2 west, Salt Lake base and meridian to the point of beginning.