

TOWN OF ALTA
RESOLUTION NO. 2023-R-1

**A RESOLUTION AUTHORIZING THE EXTENSION AND AMENDMENT OF THE
INTERLOCAL SERVICE 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) (Exhibit A), which Agreement has been extended to the present; and

WHEREAS, the Town and the Service Area desire to extend the Agreement for a period of two years through December 31, 2024, and

WHEREAS, both parties have agreed to increase the base amount paid per month for work; and

WHEREAS, the terms of the Agreement require extensions to be in writing.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Town requests and consents to an extension of the Agreement through December 31, 2024

Section 2. The Town agrees to amend Paragraph 3 of the agreement as follows:

“For the above services, it is anticipated that the Service Area will expend approximately **forty (40)** man-hours of work per month, for which the Town will pay to the Service Area the sum of **\$3,000.00** (three thousand dollars) per month. The Town 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 over and above the **forty (40)** hours per month, said work must be orally pre-authorized by the Town who shall then compensate the Service Area at the rate of **\$60.00** per hour for said work. The Town shall establish and maintain a budget for the payments referred to herein.”

Section 3. The original agreement, including all previous amendments and extensions of the original agreement shall remain in full force and effect unless amended by this or subsequent resolutions.

Section 4. This extension and amendment shall be effective retroactively to January 1, 2023.

APPROVED by the Town Council on the 11th day of January 2023.

By: _____
MAYOR ROGER BOURKE

ATTEST:

JEN CLANCY, TOWN CLERK

INTERLOCAL SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made and entered into this 26th day of December, 1990 by and between the TOWN OF ALTA, a municipal corporation, hereinafter referred to as "Alta," and the SALT LAKE COUNTY SERVICE AREA #3, a service area, hereinafter referred to as the "Service Area," pursuant to the Utah Interlocal Co-operation Act, (11-13-1 et. seq., Utah Code Annotated, 1953).

WITNESSETH:

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 meets the objectives of the aforementioned Interlocal Co-operation Act, to-wit : "to make the most efficient use of their powers... and to provide the benefit of economy of scale..." (11-13-2 , U.C.A.).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, Alta and the Service Area 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. 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 at three locations, once monthly.
 - e. Monthly water meter readings.
 - f. Supervision and assistance with new water connections.
 - g. Maintenance of fire hydrants.
3. Payment for Services; Budget. For the above services, it is anticipated that the Service Area will expend approximately forty (40) man-hours of work per month, for which Alta shall pay to the Service Area the sum of \$800.00 (eight hundred dollars) 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 over and above the forty (40) hours per month, said work must be orally pre-authorized by Alta, which shall then

compensate the Service Area at the rate of \$20.00 per hour for said work. Alta shall establish and maintain a budget for the payments referred to herein.

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

3. Major Repairs. When and if Alta's systems shall require major maintenance, both parties shall execute a separate agreement setting forth the mutual responsibilities for said major repairs.

4. Emergency Plan. The Service Area shall prepare for Alta an emergency water system operating plan and discuss said plan with town officials.

5. Indemnification. Alta shall defend, indemnify and hold the Service Area harmless from any claims or lawsuits which may arise in connection with its services under this Agreement, including legal fees and court costs. Alta will add and maintain the Service Area as an additional named insured on all policies of insurance pertaining to the Alta water system. A copy of said policy or policies is attached hereto as Exhibit "A."

6. Duration. This Agreement shall expire on May 31, 1991, unless mutually extended by writing by both of the parties. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Any notice shall be given to the Service Area and Alta at the following designated addresses:

Town of Alta

S. L. County Service Area #3

Alta Town Center

P.O. Box 920067

Alta, UT 84092

Snowbird, UT 84092-0067

7. 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.

8. No Joint Property or Separate New Entities; Administration of Agreement. By entering into this Agreement, Alta and the Service Area create no new separate legal entities and will not acquire jointly owned real or personal property. Administration of this Agreement and the undertakings contemplated hereby shall be jointly by the Mayor of Alta, and his agents, and the manager of the Service Area, and his agents.

9. Workmens Compensation. The Service Area shall maintain coverage under Workmens 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.

10. Integration. The foregoing constitutes the complete Agreement by the parties and shall supersede prior oral or written discussions and conversations of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first set forth above.

TOWN OF ALTA

by X William A. Levitt
Mayor William Levitt

Attest:

Kathleen Black
Town Clerk

SALT LAKE COUNTY SERVICE
AREA #3

By Kenneth R. Bonar Jr.
Its Chairman

Attest:

Pat Pia
CLERK