

Midway City Council  
22 August 2018  
Regular Meeting

Resolution 2018-29 /  
Interlocal Agreement with MSD



## RESOLUTION 2018-29

### **A RESOLUTION APPROVING AN AMENDED INTERLOCAL AGREEMENT FOR SERVICES TO BE PROVIDED BY THE CITY OF MIDWAY TO THE MIDWAY SANITATION DISTRICT**

**WHEREAS**, Utah Code Title 11, Chapter 13, the Interlocal Cooperation Act, authorizes governmental entities such as Midway City to enter into cooperative arrangements with other governmental entities for their mutual benefit; and

**WHEREAS**, the Midway Sanitation District has requested that Midway City enter into an amended interlocal agreement with the District to provide certain services to the District; and

**WHEREAS**, the City Council of Midway City finds it to be appropriate and desirable for the City to enter into the amended agreement to provide services to the District.

**NOW THEREFORE**, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The Midway City Council approves the Amended Interlocal Agreement with Midway Sanitation District attached hereto as Exhibit A.

Section 2: The Mayor of Midway City is authorized to execute the Agreement on behalf of the City.

**PASSED AND ADOPTED** by the Midway City Council on the     day of             2018.

MIDWAY CITY

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Celeste Johnson, Mayor

ATTEST:

(SEAL)

DRAFT

Exhibit A

DRAFT

# RESOLUTION 2018-02

## **A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR SERVICES TO BE PROVIDED FOR MIDWAY SANITATION DISTRICT BY THE CITY OF MIDWAY**

WHEREAS, Utah Code Title 11, Chapter 13, the Interlocal Cooperation Act, authorizes governmental entities such as Midway City to enter into cooperative arrangements with other governmental entities for their mutual benefit; and

WHEREAS, the Midway Sanitation District has requested that Midway City enter into an interlocal agreement with the District to provide certain services to the District; and

WHEREAS, the City Council of Midway City finds it to be appropriate and desirable for the City to enter into the agreement to provide services to the District.

NOW THEREFORE, be it hereby RESOLVED by the Board of Trustees of Midway Sanitation District, Utah, as follows:

Section 1: The Midway Sanitation Board of Trustees in conjunction with Midway City Council approves the Interlocal Agreement Amendments with Midway City attached hereto as Exhibit A.

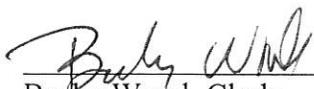
Section 2: The Chairman of Midway Sanitation is authorized to execute the Agreement on behalf of the District.

PASSED AND ADOPTED by the Midway Sanitation District Board of Trustees the 7<sup>th</sup> day of August 2018.

APPROVED:

  
Don Huggard, Vice-Chairman

ATTEST:

A handwritten signature in cursive script, appearing to read "Becky Wood", written over a horizontal line.

Becky Wood, Clerk

(Seal)

## INTERLOCAL AGREEMENT TO PROVIDE SERVICES

This Interlocal Agreement to Provide Services (“Agreement”) is entered into this 7<sup>th</sup> day of August, 2018 by and between Midway Sanitation District (“the District”), a Utah local district, and Midway City (“City”), a Utah municipality.

WHEREAS, the District desires to have certain needed services performed for the District by an outside entity on a contractual basis; and

WHEREAS, the City has the ability to provide to the District the services that the District desires to have performed; and

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the “Cooperation Act”), allows local governmental units to enter into agreements with each other to receive and/or provide services to and from each other; and

WHEREAS, Title 17B, Chapter 1, Utah Code, authorizes local districts to enter into any contract to do any act to exercise district powers; and

WHEREAS, the District and the City (“the Parties”) desire to memorialize the terms of their understanding by entering into this Agreement.

NOW THEREFORE, for good and valuable consideration, and pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, the District, acting through its duly-elected Board of Trustees (“Board”), and the City, acting through its duly-elected City Council, do hereby covenant and agree as follows:

1. Management Services. The City will provide management services to the District as necessary for the District to carry out its mission and operations. To this end, the City will designate one City employee to act as District Manager. This designated District Manager will be primarily responsible for, and will coordinate the providing of, management services by the City to the District. Under the direction of the District Manager, City employees and personnel will perform management tasks as and when needed by the District. These tasks may include, but are not necessarily limited to, the following:

- a. Managing the day-to-day business operations of the District to ensure proper and efficient delivery of service by the District to its customers.
- b. Interfacing and communicating with customers of the District and the general public on behalf of the District regarding District services and operations, through in-person, telephone, U.S. mail, and/or electronic and other types of communications.
- c. Preparing and transmitting periodic billing statements to customers of the District as and when directed by the Board.
- d. Keeping and processing financial records of the District to ensure proper billing and accounting of all District revenues and expenses.

- e. Managing the funds of the District by depositing and investing District funds in District financial accounts in accordance with sound financial accounting and management practices and as required by law.
- f. Monitoring and documenting maintenance, service and repair issues pertaining to District property, infrastructure and facilities, and coordinating any work that is needed to be performed by District staff, City staff, or outside contractors in order to address such issues.
- g. Regularly and consistently reporting to the Chair of the District Board of Trustees and, when necessary, to the entire Board, on the tasks and activities being performed to fulfill the responsibilities outlined in this Agreement.
- h. Attending all meetings of the Board to keep minutes of said meetings, to become informed of issues that need to be addressed, and to report on and coordinate the providing of services to and by the District.
- i. Keeping and preserving all historical, administrative, statistical, informational and election records of the District. Such records will at all times remain the property of the District.
- j. Posting and sending notices to customers and the public of Board meetings and other information that needs to be transmitted as required by law and/or as directed by the District Board.
- k. Preparing and presenting to the Board for approval a District budget on an annual basis, and financial reports of the District on a monthly basis, as required by law and as directed by the Board.
- l. Preparing for, advertising and conducting elections for the District Board as required by law.
- m. Assisting the District Auditor in auditing the financial records of the District.
- n. Assisting and coordinating with District legal counsel on District business.
- o. Assisting and coordinating with the District Engineer on District business.
- p. Being responsive and accountable to the Board at all times in all duties and reporting to the Board or the Board Chair as needed and whenever requested.
- q. Fulfilling any additional specific duties and tasks

2. District Clerk. The City shall designate a City employee to function as District Clerk. The District Clerk may or may not be the same person designated as District Manager pursuant to paragraph 1 above. The District Board must approve the selection of the District Clerk and shall by motion appoint the person as District Clerk. The District Clerk shall be sworn in and take the oath of office. The District Clerk serves at the pleasure of and is subject to removal at any time for any reason by, the District Board. The District Clerk may perform any and all tasks outlined in this Agreement and shall perform all duties of a District Clerk required by controlling provisions of law, including but not necessarily limited to Utah Code Sections 17B-1-601 to 17B-1-645.

3. District Treasurer. The City shall designate a City employee to function as District Treasurer. The District Board must approve the selection of the District Treasurer and shall by motion appoint the person as District Treasurer. As required by law, the District Treasurer may not be the same person as the District Clerk. The District Treasurer shall be sworn in and take the oath of office. The District Treasurer serves at the pleasure of and is

subject to removal at any time for any reason by, the District Board. The District Treasurer may perform any appointed task outlined in this Agreement and shall perform all duties of a District Treasurer required by controlling provisions of law, including but not necessarily limited to Utah Code Sections 17B-1-601 to 17B-1-645.

4. Maintenance and Repair Services. The City will provide to the District all services necessary to maintain and repair all property, infrastructure and facilities of the District, as determined by the District. In carrying out these tasks, City employees will take direction and instruction from the Board, from the District Engineer, and from the City employees who are assigned by the City to provide management services to the District pursuant to paragraph 1 above.

5. Payment for Services. The District will pay the City for all services performed for the District by the City and City personnel based on the cost to the City of providing the services, as determined by the City in the attached rates and fee schedules:

a. Current hourly wage of the city employee performing the task, with the exception of the following:

(1) 1. An additional charge of 25% per billable hour will be added to the administrative employees wage to cover the costs of the building, offices supplies, etc.

b. Equipment usage will be charged on an as needed/per usage basis at the current rate set forth in the Midway City Fee Schedule, minus the employee wage

c. The City will be responsible to maintain all employee benefits, payroll, insurance, taxes, social security, workers' compensation, etc. for its employee(s).

Additional services and reimbursements must first be approved by the District board. The City shall keep reasonably detailed records of hours logged and services performed by City employees for the District and shall provide this detailed information to the District with each billing. The City will bill the District for all services on a monthly basis, and the District will pay the City's bill for the services monthly. Any billing statement issued by the City to the District that exceeds by more than twenty percent (20%) the adopted and anticipated District budget amount for that service for the relevant period must be presented to the District Board and approved by the Board by separate motion. The City agrees to cause its employees to perform the services in a reasonable manner.

6. Separation of Entities. Nothing in this Agreement shall diminish or alter the separate nature of the District and the City as two separate governmental entities. No City employee shall be deemed a District employee while, or by virtue of, performing tasks for the District. As provided herein, the services shall be provided and supervised by City employees. City employees shall remain City employees for all legal purposes, including salary, rights, and

benefits, and shall retain their respective seniority, merit status, and all other conditions of City employment. Except as specifically provided herein, the District shall not have any obligation or liability for the payment of any salaries, wages, or other compensation to the persons providing Services hereunder. The relationship of the City, and of any City employee, with the District under this Agreement shall be that of an independent contractor. City personnel shall make clear to District customers, members of the public and all other people that the District and the City are two separate entities and have separate accountability, decision-making and approval processes. The District Board shall retain all authority to direct and conduct all operations of the District.

7. Liability, Indemnification and Insurance. The District and City are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, *et seq.* (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act. The District agrees to indemnify and defend the City and the City's agents and employees for any demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorneys' fees and costs of suit ("Claims"), relating to or arising from actions of the District's agents, officers, or employees, except such Claims as may result from the negligence or misconduct of the City, its elected or appointed officers, or employees. Similarly, the City agrees to indemnify and defend the District and the District's agents and employees for any Claims relating to or arising from actions of the City's agents, officers, or employees, except such Claims as may result from the negligence or misconduct of the District, its elected or appointed officers, or employees. The City shall be responsible for insuring all of its employees, buildings and assets, and activities including, but not limited to, comprehensive all risk insurance, commercial general liability insurance, workers' compensation insurance, motor vehicle liability coverage, and umbrella liability insurance, in such amounts as may be prudent or legally required. Notwithstanding the foregoing, the District acknowledges that the City may be self-insured as deemed prudent by the City Council.

8. Duration and Termination. This Agreement shall remain in force for as long as both Parties mutually consent, but will be reviewed every 3 years or as required by either or both parties for any updates, inflation, changes, etc. This Agreement may be terminated at any time by any Party by giving sixty (60) days advance written notice of termination to the other Party.

9. Amendment. This Agreement may be amended, but only by a written amendment document agreed to and signed by both Parties.

10. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized by each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the District is hereby designated as the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act and, although it is not anticipated that voting will be required, voting will be based upon one vote per Party, pursuant to Section 11-13-206(1)(g); and
- d. This Agreement does not create a separate entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held, or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

11. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

[Signatures appear on following page.]

MIDWAY SANITATION DISTRICT

MIDWAY CITY

Don Huggard  
Signature

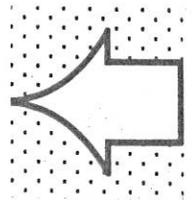
\_\_\_\_\_  
Signature

Don Huggard  
Print Name

\_\_\_\_\_  
Print Name

Vice chair  
Title

\_\_\_\_\_  
Title



**SIGN  
HERE**

**Proposed Midway City Billing to Midway Sanitation District**

	*Average Hourly Wage for One Employee plus benefits percentage	Other Charges
<b>Administrative Employees</b> (Print & Mail Quarterly Billings, Post to Accounts, Process Monthly Blue Stakes, etc.)	27.15	
Office Space, Building Electricity, Building Heat, office supplies, Telephones, Computer Depreciation, etc.		25% of Hourly Wage
<b>Public Works Employee</b> (Includes Vehicle, fuel, misc. expenses, Bluestake Markings, housesheets and other work as needed)	31.00	
<b>Midway City Fee Schedule</b> (Includes Equipment, Tools, Miscellaneous, etc.)		Refer to Attached Sheet

**Note:** Contract Between MC & MSD will be re-evaluated more frequently.

Invoices will be charged as Straight Hourly Wages plus 25% for administrative wages

Timesheets will now include an "Equipment Usage" Section and will be invoiced as per the current MC Fee Schedule

### Rental Equipment Description

Self Contained Air Compressor	\$	18.39
Generator 10.5 kw	\$	9.25
All Terrain Vehicle	\$	14.00
RTV Knucle Broom	\$	14.00
Compactor Mini X Attachment	\$	20.00
14" Concrete Saw	\$	15.10
26" Asphalt Road Saw	\$	12.00
Flat Bed Transport Utility Trailer/Saw	\$	3.10
4" Trash Pump	\$	27.10
Safety Cones/Per Cone	\$	1.50
Udot Safety Signage Flag/Per Flag	\$	0.25
Oxygen Sensor	\$	6.00
Oxygen Blower with 8' Section of Air Hose	\$	9.25
Emergency Tri-pod	\$	11.50
Emergency Harness	\$	4.75
Manhole Safety Cage	\$	6.25
Pick-up Dump Truck 4x4	\$	22.85
Dump Truck/ 8 Ton Capacity/Bobtail	\$	48.90
Vacuum Trailer 300 Gallon	\$	18.00
Backhoe/Wheel Loader/ Bucket Capacity 1.75 Yd	\$	47.77
Mini Excavator 305 C	\$	38.00
Skidloader 279/2,000 lb LFC	\$	37.00
Crane Truck / 5500 Series 3,000 LB	\$	38.70