

## **RESOLUTION No. 12-06-2016**

### **A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF ROCKY RIDGE TO ENTER INTO AN EASEMENT AGREEMENT WITH THE STATE INSTITUTIONAL TRUST LANDS ADMINISTRATION (SITLA) FOR AN EMERGENCY ACCESS EASEMENT SERVING BOTH MUNICIPALITIES**

**WHEREAS** Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act") allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents; and

**WHEREAS**, both Santaquin and Rocky Ridge are political subdivisions of the State of Utah; and

**WHEREAS**, Santaquin and Rocky Ridge each own or maintain one or more public roadways within their corporate boundaries, and find that an additional route for ingress and egress from neighborhoods in the event of an emergency will enhance the health, safety and welfare of their respective municipalities; and

**WHEREAS**, Santaquin and Rocky Ridge desire to establish an emergency access connecting Santaquin and Rocky Ridge to reasonably assure orderly evacuation and provision of emergency services in the event of an emergency, all in accordance with the provisions set forth in the attached Agreement; and

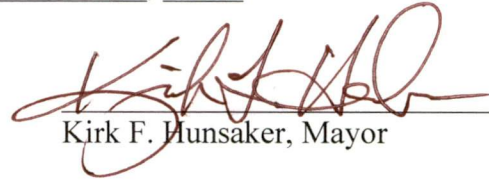
**WHEREAS**, the governing body of each of the parties has by resolution agreed to adopt this Agreement for the provision of establishing an emergency access that will serve both municipalities.

### **NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:**


1. The Santaquin City Council approves and authorizes the Mayor to execute the INTERLOCAL COOPERATION AGREEMENT ESTABLISHING A COMMON EMERGENCY ACCESS ROUTE between the City of Santaquin and the Town of Rocky Ridge, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This resolution shall take effect immediately upon its passage

PASS AND APPROVED this 14 day of December, 2016.



  
Kirk F. Hunsaker, Mayor

ATTEST: 

  
Susan B. Farnsworth  
Santaquin City Recorder

**INTERLOCAL COOPERATION AGREEMENT ESTABLISHING A COMMON  
EMERGENCY ACCESS ROUTE**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into this 14 day of December, 2016, by and between SANTAQUIN CITY, a municipality of the State of Utah, (hereinafter referred to as "Santaquin"), and the TOWN OF ROCKY RIDGE, a municipality of the State of Utah (hereinafter referred to as "Rocky Ridge").

**WHEREAS**, both Santaquin and Rocky Ridge are political subdivisions of the State of Utah; and

**WHEREAS**, Santaquin and Rocky Ridge each own or maintain one or more public roadways within their corporate boundaries, and find that an additional route for ingress and egress from neighborhoods in the event of an emergency will enhance the health, safety and welfare of their respective municipalities; and

**WHEREAS**, Santaquin and Rocky Ridge desire to establish an emergency access connecting Santaquin and Rocky Ridge to reasonably assure orderly evacuation and provision of emergency services in the event of an emergency, all in accordance with the provisions as set forth in this Agreement; and

**WHEREAS**, such agreements are authorized and provided for by the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1 et seq., ("the Act"); and

**WHEREAS**, the governing body of each of the parties has by resolution agreed to adopt this Agreement for the provision of establishing an emergency access that will serve both municipalities.

**NOW, THEREFORE**, the parties hereto agree as follows:

**Section 1. EFFECTIVE DATE; DURATION**

This Interlocal Cooperation Agreement ("Agreement") shall become effective and shall enter into force, within the meaning of the Act, upon approval and execution hereof by the governing bodies of Santaquin and Rocky Ridge and shall continue for a period of fifty (50) years from the effective date hereof, or until terminated as provided herein.

**Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT**

Santaquin and Rocky Ridge neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. However, the parties agree that the mayors of the respective municipalities, or their designees, shall jointly serve as the administrators of this Agreement.

### **Section 3. PURPOSES AND DESCRIPTION OF SERVICES**

3.1 This Interlocal Cooperation Agreement is entered into to establish an emergency access to be constructed in compliance with the International Fire Code, chapter 5, section 503, Fire Apparatus Access Roads, most current version, in the location described in the map attached hereto as Exhibit A, which shall be used for ingress and egress during emergencies and not for the convenience of either of the parties to this agreement, third parties, or individuals, except as otherwise agreed by the parties hereto in writing.

3.2 The emergency access shall consist of a road between twenty and twenty-six feet wide, with a surface of approximately six inches of crushed gravel.

3.3 Santaquin is hereby authorized to take the following actions on behalf of the parties:

3.3.1 To negotiate and obtain easements from the State of Utah School and Institutional Trust Lands Administration (SITLA), and others as necessary for the construction, operation and maintenance of the emergency access.

3.3.2 To inspect all construction, status and maintenance of the emergency access during the term of this agreement to assure compliance with construction standards and the terms and conditions of this agreement.

3.3.3 To enter into written agreements with third parties for the reasonable use of the emergency access as necessary during the term of this agreement. Santaquin shall present all proposed easements and agreements to Rocky Ridge for its approval, which approval shall be deemed effective unless Rocky Ridge delivers a written response to Santaquin within fourteen days of the date of Santaquin's notice.

3.4 The Parties hereby agree to the following actions and provisions in furtherance of the establishment of the emergency access:

3.4.1 Each of the Parties agrees that in exercising the privileges granted by this Agreement, it will comply with the provisions of all valid federal, state, county, and municipal laws, ordinances and regulations which are applicable to the Subject Property. Neither party shall commit or knowingly permit any waste on the property, and shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the rights and privileges granted pursuant to the agreement. Each party shall comply with applicable industry standards and practices in constructing, operating and maintaining the emergency access.

3.4.2 Because the emergency access is not intended to be or become a public thoroughfare, road or highway, each of the Parties may install one metal hinged gate across the emergency access at its sole cost and expense as necessary to limit the use of the emergency access to the uses contemplated and authorized in this agreement. Each party shall have keys sufficient to unlock all such gates.

3.4.3 Upon completion of construction of any improvements constructed pursuant to this agreement, each of the Parties shall be solely responsible for maintaining the improvements located within its municipal boundaries, including grading, snow removal, weed control, maintenance of all reflectors, gates, signage, etc.

3.5 All employees of Santaquin shall remain solely employees of Santaquin City for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing. All employees of Rocky Ridge shall remain solely employees of Rocky Ridge for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing.

#### **Section 4. MANNER OF FINANCING**

Santaquin and Rocky Ridge agree that each entity shall be solely responsible for the costs of construction, operation, maintenance, replacement and repair of those portions of the emergency access within its municipal boundaries, and for all costs that each incurs in providing the services described herein and shall not seek reimbursement for any portion of the same from the other party. Except as otherwise provided herein, no real property shall be acquired or dispersed for purposes of this Agreement.

#### **Section 5. POSSIBLE REALIGNMENT OF THE EMERGENCY ACCESS**

In the event that future circumstances require the realignment or relocation of the emergency access, such realignment or relocation shall be the sole responsibility of the party requesting the same. Such realignment or relocation shall be completed within six months of the request.

#### **Section 6. METHOD OF TERMINATION**

Unless terminated pursuant to the provisions of this section, this Interlocal Cooperation Agreement will automatically renew for an additional one year term on each Anniversary. The parties agree that either party may terminate this Agreement upon 90 days prior written notice, or at any other time mutually agreed to by the parties.

#### **Section 7. LIABILITY FOR LOSS, INSURANCE AND INDEMNIFICATION**

7.1 Santaquin shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing liability coverage for the City's actions in relation to this interlocal agreement. Rocky Ridge shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing coverage for its actions in relation to this interlocal agreement. Such insurance shall provide for such coverages, protections, insurable amounts, etc., as deemed advisable by the Parties and available through Utah Local Governments Trust, or any other insurance provider utilized by Santaquin or Rocky Ridge, and which would be standard and reasonable for the uses contemplated hereunder.

7.2 Each of the parties shall indemnify and save harmless the other, including

its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of its negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Neither party shall indemnify the other for intentional torts committed by its officers or employees. Nothing in this agreement shall be construed to waive or limit the protections provided in the Governmental Immunity Act of Utah. Utah Code Ann. § 63-30d-101 et seq. (1953 as amended).

**Section 8. REVIEW BY APPROVED ATTORNEY**

Each of the parties hereby certify that, pursuant to the requirements of Section 11-13-202.5, Utah Code Annotated (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

**Section 9. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 10. AMENDMENTS**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to an authorized attorney for review as required by Section 11-13-202.5, Utah Code Annotated (1953 as amended) and (d) filed in the official records of each party.

**Section 11. SEVERABILITY**

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

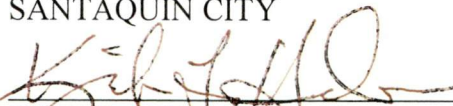
**Section 12. GOVERNING LAW**

The construction of this Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by laws of the State of Utah.

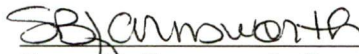
IN WITNESS THEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

SANTAQUIN CITY  
Incorporated  
January 4,  
1932  
STATE OF UTAH

SANTAQUIN CITY

  
KIRK F. HUNSAKER, Mayor


ATTEST:

  
Susan B. Farnsworth, Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Brett B. Rich  
Santaquin City Attorney

TOWN OF ROCKY RIDGE

  
[Name], Mayor

ATTEST:

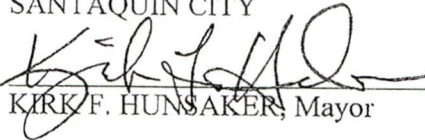
  
[Name], Clerk

APPROVED AS TO FORM

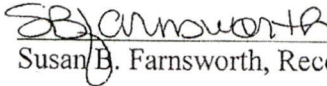
\_\_\_\_\_  
[Name]  
Rocky Ridge Attorney

IN WITNESS THEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

SANTAQUIN CITY

  
KIRK F. HUNSAKER, Mayor

ATTEST:

  
Susan B. Farnsworth, Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Brett B. Rich  
Santaquin City Attorney

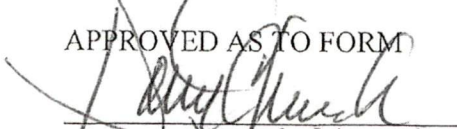
TOWN OF ROCKY RIDGE

\_\_\_\_\_  
[Name], Mayor

ATTEST:

\_\_\_\_\_  
[Name], Clerk

APPROVED AS TO FORM

  
[Name] David Chorale  
Rocky Ridge Attorney