



SALT LAKE CITY MAYOR
Erin Mendenhall

OFFICE of the FIRE CHIEF
Karl Lieb

CITY COUNCIL TRANSMITTAL

A handwritten signature in blue ink, appearing to read "Lisa Shaffer".

01-31-2023 15:07 MST
Lisa Shaffer, Chief Administrative Officer

Date Received: 01-31-23

Date sent to Council: 01-31-23

TO: Salt Lake City Council
Darin Mano, Chair

DATE: January 24, 2023

FROM: Karl Lieb - Chief of the Salt Lake City Fire Department
A handwritten signature in blue ink, appearing to read "Karl Lieb".
(signature)

SUBJECT: Authorizing Execution of an Interlocal Agreement to Transfer a MITS Vehicle to West Valley City

STAFF CONTACTS: Gary Carter, Fire Captain, gary.carter@slcgov.com
Jaysen Oldroyd, Senior City Attorney, jaysen.oldroyd@slcgov.com
Michael Fox, Assistant Fire Chief, Michael.fox@slcgov.com

DOCUMENT TYPE: Resolution

RECOMMENDATION: It is recommended that the City Council pass this resolution authorizing the execution of an interlocal agreement that would implement the transfer of a MITS vehicle, including all responsibilities for maintenance and operation of such vehicle, from Salt Lake City ("SLC") to West Valley City ("WVC").

BUDGET IMPACT: There will be no material budget impact associated with authorizing the execution of the interlocal agreement at issue.

BACKGROUND/DISCUSSION: Both SLC and WVC were participants in the Urban Areas Security Initiative grant program for the Wasatch Front urban area as established by the United States Department of Homeland Security (the "UASI"). As part of the UASI, grant funds were allocated to Salt Lake City to purchase and operate several Mobile Interoperable Tactical Solution Vehicles (individually, a "MITS Vehicle") for use in emergencies and other operations throughout the Wasatch Front urban area and the State of Utah.

The vehicles were titled and held in the name of Salt Lake City Corporation as it was the entity primarily responsible for their creation, staffing, and maintenance. However, the grant funds were allocated for the benefit of all participants in the UASI and WVC has participated in the MITS Vehicle program. The UASI grant funding for the Wasatch Front has since been terminated. As a result, individual members of the UASI have now become responsible for the maintenance of the assets acquired with grant funds.

The SLC and WVC fire departments believe it is in the best interests of the citizens served by such fire departments, and the State of Utah as a whole, to have the MITS Vehicles staged at separate locations throughout the Wasatch Front and maintained by separate entities. The Parties wish to enter into an agreement for the disposition of one of the MITS Vehicles so that it may be owned and maintained by WVC and be staged in a manner to best meet the emergency and other needs of the citizens of the Wasatch Front and State of Utah.

Michael Fox, Gary Carter, and Jaysen Oldroyd would be available to be at the table during the work session. A clean copy (approved as to form) of the proposed ordinance is included with this transmittal.

INTERLOCAL AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF MOBILE INTEROPERABLE TACTICAL SOLUTION VEHICLE

This Agreement is made and entered into as of _____ by and between Salt Lake City Corporation, a municipal corporation of the State of Utah (the “SLC”), and the West Valley City, a political subdivision of the State of Utah (the “WVC”), each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. Both SLC and WVC were participants in the Urban Areas Security Initiative grant program for the Wasatch Front urban area as established by the United States Department of Homeland Security (the “UASI”).

B. As part of the UASI, grant funds were allocated to Salt Lake City to construct and maintain several Mobile Interoperable Tactical Solution Vehicles (individually, a “MITS Vehicle”) for use in emergencies and other operations throughout the Wasatch Front urban area and the State of Utah.

C. The vehicles were titled and held in the name of Salt Lake City Corporation as it was the entity primarily responsible for their creation, staffing, and maintenance. However, the grant funds were allocated for the benefit of all participants in the UASI and WVC has participated in the MITS Vehicle program.

D. The UASI grant funding for the Wasatch Front has since been terminated. As a result, individual members of the UASI will now become responsible for the maintenance of the assets acquired with grant funds.

E. The Parties believe it is in the best interests of the citizens served by both Parties, and the State of Utah as a whole, to have the MITS Vehicles staged at separate locations throughout the Wasatch Front and maintained by separate entities.

F. The Parties wish to enter into an agreement for the disposition of one of the MITS Vehicles so that it may be owned and maintained by WVC and be staged in a manner to best meet the emergency and other needs of the citizens of the Wasatch Front and State of Utah.

G. The Utah Interlocal Cooperation Act (Utah Code Chapter 11-13) provides a means by which Utah governmental entities can enter into cooperative agreements with other Utah governmental entities.

AGREEMENT

NOW, THEREFORE, the parties to this agreement hereby agree as follows:

1. GENERAL PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will transfer ownership interest in

a MITS Vehicle from SLC to WVC with the expectation that WVC will deploy such MITS vehicle in a manner that benefits the Wasatch Front urban area and the State of Utah.

2. TERM OF THIS AGREEMENT. The term of this Agreement will continue for a period of one year from the effective date of this Agreement unless extended by mutual written agreement between the Parties.

3. INTERLOCAL REQUIREMENTS.

- A. This Agreement does not create an interlocal entity.
- B. To the extent any administrative actions are required under this Agreement with respect to the use of the Vehicle, WVC will serve as the administrator of this Agreement and in that role will have sole discretion regarding such actions.
- C. Each Party will be responsible for acquiring, holding and disposing of any real or personal property that such Party using in facilitating the joint or cooperative purposes of this Agreement.
- D. Each Party will be responsible for their own costs and expenses incurred under this Agreement and for any corresponding budgeting activities.

4. TRANSFER OF OWNERSHIP. SLC hereby agrees to transfer ownership, free of liens or any lawful claims, of one MITS Vehicle, specifically VIN# 1HTMMAAN1AH206018 (the "Vehicle"), to WVC in consideration of WVC's promise to continue staffing, maintaining, and staging of the Vehicle for emergency response purposes. All equipment installed and associated with the Vehicle shall also be transferred with the Vehicle. Appendix "A," attached hereto, is a good faith attempt to list the equipment currently installed and associated with the Vehicle and that will be transferred therewith. Any equipment physically on the Vehicle at the time of transfer will also be transferred to WVC regardless of whether it is listed in Appendix "A". Upon the termination of this Agreement, WVC will retain ownership of the Vehicle and any associated equipment.

2. USE OF VEHICLE. Subsequent to the transfer of ownership, the use of the Vehicle will be at the sole discretion of WVC, and SLC will have no oversight over the use of the Vehicle once ownership is transferred. However, SLC and WVC mutually agree to coordinate their efforts with respect to the use of all MITS Vehicles so as to best serve the emergency needs of the area and beyond.

3. NO ADDITIONAL CONSIDERATION. As the funds for the creation of the Vehicle were grant funds to benefit the entire UASI, no additional consideration will be paid from WVC to SLC for the Vehicle. The Parties acknowledge the sufficiency of the consideration contained herein. WVC will be responsible for costs or expenses associated with the Vehicle that are incurred after the transfer of ownership takes place.

4. VEHICLE AND EQUIPMENT AS-IS. SLC makes no warranties as to the present or future condition of the Vehicle or the equipment contained therein, or their suitability for a particular purpose and is transferring the Vehicle and its attached equipment to WVC “As-Is.” WVC represents and agrees that it has inspected the Vehicle and equipment and takes ownership of the Vehicle and its equipment “As-Is,” without warranty.

5. DOCUMENTATION. Upon full execution of this Agreement, SLC agrees to execute a Bill of Sale in the form of Utah State Tax Commission Form TC-843 and provide the Certificate of Title for the Vehicle.

6. REGISTRATION. Upon receipt of the Bill of Sale and Certificate of Title, WVC agrees to register the Vehicle in its own name and assume full responsibility for the ownership of the Vehicle, including any and all liability for its operations and use.

7. INDEMNIFICATION. WVC agrees to indemnify, defend, and hold SLC harmless for any claims arising out of or related to WVC’s ownership or use of the Vehicle. SLC and WVC are both government entities under the Utah Governmental Immunity Act and neither waives any rights or defenses provided for therein.

8. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof.

9. AUTHORITY. By his or her signature below, each signatory represents that he or she has the authority to execute this Agreement on behalf of his or her respective Party.

10. EXECUTION. This Agreement may be executed by electronic means (such as fax or .pdf signatures) and in counterparts.

IN WITNESS WHEREOF, the Parties have signed this agreement effective as of the date first written above.

SALT LAKE CITY CORPORATION

By: _____
Erin Mendenhall
Mayor, Salt Lake City

ATTEST:

City Recorder

APPROVED AS TO LEGAL FORM:

Senior City Attorney

WEST VALLEY CITY

By: Karen Lang
Mayor, West Valley City

APPROVED AS TO LEGAL FORM:

Bradley Jeppsen
City Attorney

ATTEST:

Nirbhale Comar
City Recorder



APPENDIX “A” Equipment Inventory

Cab

Map Book
Tire Pressure Gauge
Accident Packet
Fire Extinguisher
Binoculars

Left 1

Sledge Hammer
Emergency Compressor Kit
Reflective Triangles
Chock Blocks - 2
Wilburt Mast oil
Shore-line electrical cord
Cones - 5 Hi-Vis Yellow
Bolt Cutters
Crow Bar

Left 2

Generator - 15Kw fixed mount

Right 1 (Working area)

Front Wall

LCD TV
TV Remote

Right 1 (Working area)

CS counter

Computer (w/mouse, keyboard, dual monitors)
Blackout window cover

CS Cabinet

DeWalt Vacuum w/battery
Whiteboard Markers
Dry-Erase Eraser
Flashlight (AA)
ACU Handset
VHF Ground-plane radials (3)

Undercounters

3 Office chairs with bungee cords
trash can
Tool Box*
Rolling Tool Box**
5 Cisco Network Phones (w/cat5 in case)
Blue Tub (manuals and software)

SS Cabinet

Operation Manuals
Technical Manuals
Printer Paper

SS counter

Computer (w/mouse, keyboard, dual monitors)
Radio/Battery gang charger
HP 8500 Pro Printer
Blackout window cover
DeWalt Battery Chargers - 2
Cisco Wi-Fi phone gang charger (w/4 phones
and 4 extra batteries)

Right 2 (Packout area)

Packout Boxes - 2 ***
Outrigger
Blue Sky Mast kit
Cargo Straps - 6
Fire Extinguisher
BigBeam Flashlight - yellow
Cisco AP Node w/box
Fiber-optic reel - 1000'

Right 3 (Battery Comp)

Jumper Cables - 4 Ga
8 Ton hydraulic jack

***Tool Box**

Top -

small level, Teflon tape, keychain screwdriver, angle screwdriver, cable cutters, drill driver set(DeWalt), drill bit set(DeWalt), 4 inch driver set (westward), Wrench set (2 - westward, open/box SAE and Metric

First -

Awl, screwdriver set (slotted x11, phillips x8)

Second -

claw hammer (16oz), crescent wrench set (3pc), ratchet set (proto 5pc metric)

Third -

Channel lock wrench set (5pc - 2 channel lock, needle nose, dykes, standard), Ratcheting Box wrench set (Westward, 5pc SAE)

**** Rolling Tool Box**

RJ11 and RJ45 ends

Velcro straps

Crimper (coax and cat5)

COAX cable ends

Frequency sniffer w/ ac adapt

Keys for wall phones

corded telephone

adapter kit (30 pc)

Gaffers tape (Hi-Vis)

Flashlight (DeWalt rechargeable)

Solder iron kit (butane)

Multimeter kit (Extech)

Flashlight (Mag AA)

Rubber mallet

***** Packout Boxes**

Box 1

MREs (1 box)

Antennas (3; 800, UHF, VHF)

Extension cord - 25' yellow (2) on reels

Box 2

Westward Socket Set

Tel-Com tool Kit

Cat5e Box

DeWalt Drill and Impact Driver (case)

Heat gun

RESOLUTION NO. _____ OF 2023

Authorizing the approval of an interlocal cooperation agreement between Salt Lake City Corporation and West Valley City regarding the transfer of ownership of a tactical vehicle from Salt Lake City Corporation to West Valley City.

WHEREAS, Utah Code Title 11, Chapter 13 allows public entities to enter into cooperative agreements regarding the use of government equipment and corresponding allocation of responsibilities for such equipment; and

WHEREAS, Salt Lake City Corporation (“SLC”) and West Valley City (“WVC”) were participants in the Urban Areas Security Initiative grant program (“UASI”) under which a Mobile Interoperable Tactical Solution (“MITS”) vehicle was obtained using grant funds; and

WHEREAS, Title for a MITS vehicle has previously been held by SLC; and

WHEREAS, SLC now desires to transfer title and responsible of such MITS vehicle to SLC; and

WHEREAS, WVC now desires to accept title to and responsibility for such MITS vehicle; and

WHEREAS, SLC and WVC have prepared a proposed interlocal agreement (“Interlocal Agreement”) providing for the transfer title to the MITS vehicle, along with all responsibilities related to the maintenance and operation of such MITS vehicle, to WVC; and

WHEREAS, the City Council for WVC has executed a resolution approving the execution of the Interlocal Agreement and the Mayor for WVC has signed the Interlocal Agreement; and

WHEREAS, the City Council of SLC has determined that transferring title to the MITS vehicle, along with the responsibilities related to the maintenance and operation of such MITS vehicle, to WVC is in the best interest of SLC;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah as follows:

1. It does hereby approve the execution and delivery of the attached Agreement (attached hereto as Exhibit “A”) regarding the transfer of the MITS vehicle, along with all responsibilities related to the maintenance operation of such MITS vehicle, to WVC:

INTERLOCAL AGREEMENT FOR THE TRANSFER OF OWNERSHIP OF MOBILE INTEROPERABLE TACTICAL SOLUTION VEHICLE

2. The effective date of the Agreement shall be the date on which an executed copy of the Agreement has been filed with the keeper of records of each of the parties to the Agreement.
3. Erin Mendenhall, Mayor of Salt Lake City, Utah or her designee is hereby authorized to approve, execute, and deliver said Agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, subject to such minor changes

that do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, her execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2023

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:



Jaysen Oldroyd, Salt Lake City Attorney's Office

EXHIBIT A