

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, September 29, 2020

4:30 p.m.

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold a Special Council meeting at **South Davis Metro Fire Station 81, 255 South 100 West, Bountiful, Utah**, at the time and on the date given above. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

AGENDA

1. Welcome
2. Consider approval of:
 - a. Resolution 2020-12 which approves an interlocal agreement with Davis County for participation in the Davis CARES Business Grant Program – Mr. Clint Drake
 - b. Resolution 2020-13 which approves an interlocal agreement with the South Davis Metro Fire Service Area for a CARES Act fund transfer – Mr. Clint Drake
(the corresponding agreements were reviewed and approved previously by the City Council at their September 22, 2020 meeting)
3. Adjourn to closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).
4. Adjourn



City Recorder



BOUNTIFUL

Bountiful City
Resolution No. 2020-12

MAYOR

Randy C. Lewis

CITY COUNCIL

Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris Simonsen

CITYMANAGER

Gary R. Hill

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF BOUNTIFUL
FOR THE DISTRIBUTION OF CARES ACT FUNDING**

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act (“Act”), authorizes public agencies to enter into joint agreements for their mutual benefit; and

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund (“CRF”) provided by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to Utah’s counties and municipalities through a population-based formula; and

WHEREAS, the CRF can only be used to cover necessary expenditures and losses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also expenses required to respond to second-order effects of COVID-19, such as providing economic support to businesses and individuals that have been financially impacted by the pandemic; and

WHEREAS, Davis County and the participating cities desire to work together by pooling and distributing their CRF funds in order to maximize the benefit to Davis County’s economy.

NOW THEREFORE BE IT RESOLVED by the Bountiful City Council that the City enter in and approve the Interlocal Cooperation Agreement for the Distribution of CARES Act Funding. A copy of the agreement is attached hereto.

Section 2. Effective Date. This resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED this 29th day of September, 2020.

ATTEST:

Randy C. Lewis, Mayor

Shawna Andrus, City Recorder

City Council Staff Report



Subject: CARES Act fund transfer interlocal agreement with Davis County
Author: Galen D. Rasmussen, Assistant City Manager
Department: Executive
Date: September 8, 2020

Background

During the August 25th City Council Meeting an update was provided on the federal CARES Act program funding received by the City along with a summary of eligible uses for those funds. One such eligible use is to further transfer funding to other units of local government. Any such transfer of funds would only be eligible under CARES Act regulations if the transfer qualifies as a necessary expenditure incurred due to the COVID-19 public health emergency and meets other relevant criteria specified in federal law. Following discussion, the Mayor and Council approved a transfer of CARES Act funds to Davis County for participation in the “Davis CARES Business Grant Program.” This program is designed to provide qualifying local businesses with financial assistance in accordance with the provisions of the CARES Act.

Analysis

Under the Davis CARES Business Grant Program, Bountiful City would be obligated to remit to the County 27% of its proportional share of the 1st Tranche of CARES Act Funds, which is calculated to be \$352,516. The program allows for optional future CARES Act allocations by Bountiful City to Davis County for the Program as received from the State of Utah. Following Council intent and direction to staff, an interlocal agreement has been prepared to (1) facilitate the transfer of CARES Act funds, and (2) document the purposes, objectives, and responsibilities of the parties involved.

Department Review

This staff report has been reviewed and approved by the City Manager.

Recommendation

Staff presents for City Council consideration of approval the attached interlocal agreement between Bountiful City and Davis County for participation in the Davis CARES Business Grant Program.

Significant Impacts

None.

Attachments

- Interlocal Agreement with Davis County

**INTERLOCAL COOPERATION AGREEMENT
FOR SERVICES RELATED TO THE DAVIS CARES BUSINESS GRANT PROGRAM**

This INTERLOCAL COOPERATION AGREEMENT FOR SERVICES (this “Agreement”) is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (hereinafter “County”), and BOUNTIFUL CITY, a municipal corporation of the State of Utah (hereinafter “City”). County and City may be collectively referred to herein as the “Parties.”

RECITALS

A. WHEREAS, County and City are local governmental units authorized by Utah’s Interlocal Cooperation Act (hereinafter, the “Act”) to cooperate on a mutually advantageous basis to provide services in a manner that will accord best with several factors influencing the needs of local communities;

B. WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) provides for payments to state and local governments to mitigate the negative impact of the COVID-19 (hereinafter, the “CARES Act Funds”);

C. WHEREAS, the County and City desire to cooperate to provide qualifying local businesses with financial assistance in accordance with the provisions of the CARES Act;

D. WHEREAS, the County has created the Davis CARES Business Grant Program (hereinafter, the “CARES Grant Program”) to distribute CARES Act Funds, in the form of grants, to qualified local businesses within the County;

E. WHEREAS, it is the desire of the Parties that the County undertake activities to plan, administer, and carry out the objectives of the CARES Act Program.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Effective Date of Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the “Effective Date”):

a. This Agreement is approved by the legislative body of County through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

b. This Agreement is approved by the legislative body of City through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

c. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent County;

- d. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent City;
- e. This Agreement is filed with the keeper of records for County; and
- f. This Agreement is filed with the keeper of records for City.

2. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, with the exception of any and all warranties, promises of indemnification, or as otherwise expressly set forth herein, automatically terminate upon the termination of CARES Act funding, unless terminated earlier pursuant to the terms and/or provisions of this Agreement.

3. Termination of Agreement. This may be terminated by a written agreement that is mutually and lawfully executed by the Parties terminating this Agreement. Otherwise, this Agreement shall terminate automatically after any of the following events and/or occurrences:

- a. Six months after County receives from City a written notice of termination of this Agreement;
- b. Six months after City receives from County a written notice of termination of this Agreement; or
- c. As otherwise set forth in this Agreement.

4. City's Obligations. Upon commencement of this Agreement, the City shall remit to the County, pursuant to its contracted rights, 27% of their proportional share of the 1st Tranche of CARES Act Funds, which is calculated to be \$352,516. The Parties hereby agree that the City may remit future CARES Act Funds to the County, as received by the State of Utah.

5. County's Obligations. The Parties acknowledge, understand and agree, that the County use of the City's CARES Act Funds will be used solely to facilitate the objectives of the CARES Act Program, including, without limitation, the distribution of grant awards to qualified businesses within Davis County.

6. CARES Grant Program Summary Report. At the conclusion of the CARES Grant Program, the County will create and distribute a summary report to the City that includes the results of the CARES Grant Program, including the number of businesses and residents that received CARES Act financial assistance in the City, and the amount of financial assistance received.

7. Rights and Obligations of the Parties upon Termination of This Agreement. The Parties acknowledge, understand, and agree that, upon the termination of this Agreement, the Parties shall have no rights or obligations under this Agreement except for the rights and/or obligations under this Agreement that, through the express terms and/or provisions of this Agreement or otherwise, survive the termination of this Agreement.

8. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall

be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.

9. Indemnification. The Parties agree to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of a Party and/or Parties representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party (collectively, the "Party Representatives"). No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.

10. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by such party.

11. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

To County:
Davis County
Attn: _____
61 South Main Street
P.O. Box 618
Farmington, UT 84025

To City:
Bountiful City
Attention: City Manager
805 South Main, Second Floor
Bountiful, UT 84010

The Parties agree that the addresses set forth above regarding notices may be changed at any time during the term of this Agreement by either party providing the other party with written notice, which provides:

- a. That the above-referenced address is no longer applicable; and
- b. The new address to be used to receive notices under this Agreement.

12. No Separate Legal Entity. No separate legal entity is created by this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the Parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

14. Execution of Additional Documents. The Parties each agree to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the Parties pertaining to this Agreement.

15. Assignment Restricted. This Agreement may not be assigned without the prior written consent of both of the Parties.

16. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

17. Entire Agreement. This Agreement, including all attachments, if any, contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both Parties.

18. Default. If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. The non-defaulting Party's rights shall include the right to specific performance.

19. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

20. Severability. The Parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying the provision to the minimum extent necessary to make it enforceable or, if that event any

provision of this Agreement is held to be invalid or unenforceable, that modification is not permitted by law, by disregarding that provision; and

b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

21. Authorization. The persons executing this Agreement on behalf of a party to this Agreement hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

22. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of or in lieu or limitation of any other right, remedy, or priority allowed by law, unless specifically set forth herein.

23. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

24. Time of Essence. Time is of the essence of all provisions of this Agreement.

25. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

26. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

27. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Deputy Civil Attorney

BOUNTIFUL CITY

Mayor

Dated: _____

ATTEST:

City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

City Attorney



BOUNTIFUL

Bountiful City
Resolution No. 2020-13

MAYOR

Randy C. Lewis

CITY COUNCIL

Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris Simonsen

CITYMANAGER

Gary R. Hill

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BETWEEN SOUTH DAVIS METRO FIRE AGENCY AND THE CITY OF
BOUNTIFUL RELATED TO THE SHARING OF CITY CARES ACT FUNDS
WITH THE DISTRICT**

WHEREAS, South Davis Metro Fire District (the “District”) and the City of Bountiful (the “City”) are public agencies, and as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the “Act”), are authorized by the Act to enter into this Agreement; and

WHEREAS, the City has received federal funds which have been distributed through Davis County under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County; and,

WHEREAS, the District provides fire suppression and emergency medical response for and on behalf of the five cities in south Davis County (Bountiful, Centerville, North Salt Lake, West Bountiful and Woods Cross) and those municipalities have agreed to share portions of their CARES Act funds with the District; and,

WHEREAS, the provisions of the CARES Act allow fund recipients to share their funds with other units of local government and non-profit organizations for the purpose of responding to the COVID-19 pandemic.

NOW THEREFORE BE IT RESOLVED by the Bountiful City Council as follows:

Section 1. The District has unfunded needs to purchase materials and supplies necessary to safely carry out the District’s pandemic response.

Section 2. The Mayor is authorized to execute the proposed Interlocal Agreement numbered 2020-13, a copy of which is attached, with the District.

Section 3. Effective Date. This resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED this 29th day of September, 2020.

ATTEST:

Randy C. Lewis, Mayor

Shawna Andrus, City Recorder

City Council Staff Report



Subject: CARES Act fund transfer interlocal agreement with South Davis Metro Fire Service Area
Author: Galen D. Rasmussen, Assistant City Manager
Department: Executive
Date: September 8, 2020

Background

During the August 25th City Council Meeting an update was provided on the federal CARES Act program funding received by the City along with a summary of eligible uses for those funds. One such eligible use is to further transfer funding to other units of local government. Any such transfer of funds would only be eligible under CARES Act regulations if the transfer qualifies as a necessary expenditure incurred due to the COVID-19 public health emergency and meets other relevant criteria specified in federal law. After consideration of other eligible uses of funds, the Mayor and Council approved a transfer of CARES Act funds to the South Davis Metro Fire Service Area. The purpose of the transfer would be to assist citizens in Davis County in the containment of COVID-19 and to reduce the economic impact of the pandemic and related public health orders. This action was authorized as it supports Bountiful City's and South Davis Metro Fire Service Area's shared objective of containment of COVID-19.

Analysis

The South Davis Metro Fire Service Area has provided Bountiful City with a detailed spreadsheet of COVID-19 expenses incurred in support of activities within the service area as of August 10, 2020. Bountiful City's population-based share of these expenses is \$103,910.00. Following a review of this listing of expenses an interlocal agreement has been prepared to (1) facilitate the transfer of CARES Act funds, and (2) document the purposes, objectives, and responsibilities of the parties involved.

Department Review

This staff report has been reviewed and approved by the City Manager.

Recommendation

Staff presents for City Council consideration of approval the attached interlocal agreement between Bountiful City and the South Davis Metro Fire Service Area.

Significant Impacts

None.

Attachments

- Interlocal Agreement with South Davis Metro Fire Service Area

CARES ACT FUNDING AGREEMENT

THIS CARES ACT FUNDING AGREEMENT (“Agreement”) is made and entered into as of the 8th day of September, 2020, by and between **SOUTH DAVIS METRO FIRE SERVICE AREA**, a local district and service area of the State of Utah, hereinafter referred to as “District” and Bountiful City, a Utah municipal corporation, hereinafter referred to as “City.”

RECITALS:

A. The City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County. The City is expending CARES Act funds to assist citizens in Davis County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders. The City has determined that the District has and will play an important role in helping the City achieve its objectives.

B. The City wishes to provide the District CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Consideration.** The City hereby commits to provide One Hundred Three Thousand Nine Hundred Ten Dollars (\$103,910.00) of CARES Act funding (the “Grant Funds”) to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

2. **Allowable Uses.** As provided in the CARES Act, the District will use the provided Grant Funds only to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (b) are not accounted for in the budget most recently approved by the District; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

3. **Prohibited Uses.** The District understands that funds provided pursuant to this Agreement are restricted in use pursuant to federal law and that the City is providing funding to the District for purposes which are consistent with the CARES Act and not prohibited pursuant to the CARES Act and other related legal restrictions. The District specifically acknowledges that Grant Funds received pursuant to this Agreement cannot be used for expenditures where the District has or will receive funding directly from any other entity for the same loss or expense if the amount of the expenditure exceeds the District’s actual losses or expenses when added to any prior or anticipated funding from any other entity. The District further notes that it may not

similarly use Grant Funds for the District's losses or expenses reimbursed under any other federal, state or private program.

4. **Expenditure Deadline.** Grant Funds provided by the City pursuant to this Agreement that are not expended on necessary expenditure on or before October 1, 2020, by the District, must be returned to the City on or before 5:00 p.m. on October 7, 2020. The District may petition the City to retain allocated but unspent Grant Funds beyond October 1, 2020.

5. **Grant Fund Guidance.** The District must adhere to any current or future federal, county or City guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to the District by the City. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

6. Records, Reporting, And Transparency.

a. For a period of six years following termination of this Agreement, the District shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to City or the Treasury upon request.

b. The District shall, at the request of the City, submit to the City a detailed report and accounting for how the Grant Funds were spent. The reports will detail the amounts spent and the purpose. Upon termination of this Agreement for any reason, the District will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. The District will fully cooperate with the City, the Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.

d. The District shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

7. **Choice of Law.** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the District Court division in Bountiful City, in the Second Judicial District Court for Davis County.

8. **Indemnification.** The District shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the City from all claims, losses, suits, actions, damages, and costs of every name and description arising out of District's performance of this Agreement caused by any act or omission of District, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the City.

9. **Governmental Immunity.** The parties are each a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that either party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me Rick Earnshaw, who being duly sworn, did say that he is the Chairman of the Board of Commissioners of the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a local district and service area of the State of Utah, and that the foregoing instrument was signed in behalf of the Service Area by authority of its governing body and said Rick Earnshaw acknowledged to me that the Service Area executed the same.

Notary Public

"DISTRICT"

**SOUTH DAVIS METRO FIRE
SERVICE AREA**

ATTEST:

Secretary

By: _____
Commissioner Rick Earnshaw, Chairman

CITY ACKNOWLEDGMENT

“CITY”

BOUNTIFUL CITY

ATTEST:

City Recorder

By: _____
Randy Lewis, Mayor