

**MIDVALE CITY, UTAH  
RESOLUTION 2020-R-49**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE  
VACCINATION LOCATION LICENSE AGREEMENT WITH SALT LAKE COUNTY TO ALLOW  
THE COUNTY TO USE THE MIDVALE CITY HALL PARKING LOT AS A DRIVE-THRU FLU  
VACCINATION SITE.**

**WHEREAS**, for the 2020-2021 influenza season, influenza vaccination will be paramount to reduce the impact of respiratory illnesses attributed to influenza in the population and resulting burdens on the healthcare system during the COVID-19 pandemic; and

**WHEREAS**, the influenza vaccine greatly reduces your risk of catching the flu, and if you do become ill, it helps reduce the severity of illness; and

**WHEREAS**, while there currently is no vaccine for COVID-19, there is a vaccine for the flu. If enough people get the flu shot, it can make a big difference; and

**WHEREAS**, the Salt Lake County Health Department is offering drive-thru free flu shot clinics, a safe and convenient option for getting your flu shot during the ongoing COVID-19 pandemic; and

**WHEREAS**, Midvale City wants to encourage our community to get their annual flu shots,

**NOW, THEREFORE**, be it resolved by the Midvale City Council as follows:

SECTION 1: The Mayor is hereby authorized to enter into the VACCINATION LOCATION LICENSE AGREEMENT dated November 11, 2020 between Midvale City and Salt Lake County, as shown in Exhibit A.

SECTION 2: This resolution shall take effect immediately.

Passed and adopted by the City Council of Midvale City, State of Utah, this 17<sup>th</sup> day of November 2020.



ATTEST:



Rori L. Andreason, MMC  
City Recorder



Robert M. Hale, Mayor

Voting by the Council:

	Aye	Nay
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## **VACCINATION LOCATION LICENSE AGREEMENT**

This Agreement is entered into by and between Salt Lake County, a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Health Department ("County") and Midvale City, a municipal corporation of the State of Utah ("City"). County and City may be referred to as "the Parties."

### **RECITALS**

WHEREAS, City owns property located at 7505 South Holden Street, known as Midvale City Government Center (the "Property").

WHEREAS, County wants to contract with City to set up a drive-thru flu vaccination site as a community service in the parking lot at the Property; and

WHEREAS, City is willing to allow the County to use the parking lot at the Property subject to the terms and conditions of this Agreement.

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

#### **1. Access and Use of Property**

City hereby grants County permission to use a portion of the parking lot located at the Property as indicated on the map attached hereto as Exhibit A ("License Area") for use as a drive-thru flu vaccination site. The City shall give the County access and exclusive use of the License Area for each vaccination event ("Event") conducted by the County. It is anticipated that Events will be held each Friday throughout the Term of this Agreement (as defined in Section 3 below) from 2 p.m to 5 p.m. The City shall ensure access to the County at 12:00 pm until approximately 6:00 pm for set up and clean up of the County's equipment before and after each Event.

#### **2. Consideration**

Because of the drive-thru vaccination site is a community service that contributes to the safety and health of County and City residents, County may use the License Area for no fee.

#### **3. Term**

This Agreement shall commence on the day that is entered into by the Parties, with the first Event scheduled to occur on October 30, 2020, and shall terminate on November 20, 2020. This Agreement applies to potential uses of the License Area as a vaccination site on the following dates: October 30, and November 6, 13, and 20, 2020.

#### **4. Termination**

Either party may terminate this Agreement upon written notice to the other party at any time, except that the City may not terminate this Agreement within fourteen days of any of the Events without the consent of the County.

#### **5. Liability**

The County is a governmental entity under the Governmental Immunity Act, Utah

Code Ann. § 63G-7-101 *et seq.* The Parties agree that the County and the City are each responsible and liable for any wrongful or negligent acts that they commit or that are committed by their agents, officials, or employees. Neither the County nor City waive any defenses or limits of liability otherwise available under the Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. Licensed Area

City shall work with County to ensure that the Licensed Area complies with the requirements of Utah law. County shall have the right to physically inspect the Licensed Area prior to any Event to ensure access by a person with a disability.

7. Contact Information

**Primary Contact** (Person who oversees the operation of the Event)

Name:	Michelle McGaughey	Email: mmcgaughey@slco.org
Day Phone:	385-468-4123	Cell Phone (after hours): 385-272-7960
Also:		
Name:	Martin Alcocer	Email: malcocer@unifiedfire.org
Day Phone:	385-602-2088	Cell Phone (after hours): 385-602-2088

**Primary Building Contact** (Person responsible for equipment drop off and pick up; opening and closing of the License Area)

Name:	Laura Magness	Email: lmagness@midvale.com
Day Phone:	801-567-7230	Cell Phone (after hours): 805-501-7762

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

SALT LAKE COUNTY


By: \_\_\_\_\_  
Mayor or Designee

Date: \_\_\_\_\_

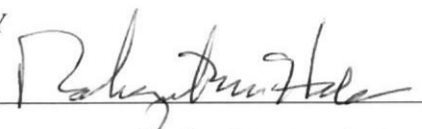
Approved by:  
HEALTH DEPARTMENT APPROVAL

\_\_\_\_\_  
Gary Edwards, Executive Director  
Date: \_\_\_\_\_

Approval as to Form

  
R. Christopher Preston  
Deputy District Attorney

Digitally signed by R. Christopher Preston  
Date: 2020.11.09 13:28:15 -07'00'

CITY  
By:   
Printed Name: ROBERT M. HALC  
Title: MAYOR  
Date: NOV. 18, 2020


Attest:   
City Recorder



Exhibit A  
License Area

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EXHIBIT Drive Through Clinic

