

COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-63

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE SALT LAKE COUNTY URBAN WILDLIFE ASSISTANCE PROGRAM

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 et seq., provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the municipal council (the "Council") of the city of Cottonwood Heights (the "City") met in regular session on 13 October 2015 to consider, among other things, approving City's entry into an interlocal agreement (the "Agreement") for participation in the Salt Lake County urban wildlife assistance program; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, City's city attorney has approved the form of the Agreement as required by UTAH CODE ANN. §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City's residents to approve City's entry into the Agreement as proposed in order to make efficient use of City's resources;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement is hereby approved, and that City's mayor and recorder are authorized and directed to execute and deliver the Agreement on City's behalf.

This Resolution, assigned no. 2015-63, shall take effect immediately upon passage.

PASSED AND APPROVED this 13th day of October 2015.



ATTEST:

By: Linda W. Dunlavy
Linda W. Dunlavy, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By: Kelvyn H. Cullimore, Jr.
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 13th day of October 2015.

RECORDED this 13 day of October 2015.

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

COTTONWOOD HEIGHTS CITY

Salt Lake County Urban Wildlife Assistance Program

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "COUNTY"); and COTTONWOOD HEIGHTS CITY, a municipal corporation of the State of Utah (the "CITY"). COUNTY and CITY may collectively be referred to as the "parties".

RECITALS:

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the COUNTY and the CITY are "public agencies" as contemplated in UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous to take part in a multi-jurisdictional effort proposed by the Salt Lake Council of Governments ("COG") to create and fund an ongoing, regional program for animal control in the greater Salt Lake County metropolitan area; and

WHEREAS, it is beneficial for the COUNTY, the CITY and their respective citizens that the parties cooperate in accomplishing the foregoing;

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the parties hereby agree as follows:

I. **Scope of Services**

a. The COUNTY agrees to:

- i. Establish and administer a special revenue account for the “Salt Lake Valley Council of Governments wild animal control program” (the “Fund”).
- ii. Expend all monies received from the CITY under this Agreement as directed by COG, and shall promptly reimburse the CITY for any such funds not so expended. The COUNTY shall provide the CITY a detailed accounting of all funds received from the CITY upon request of the CITY.
- iii. Consult with representatives of the CITY and other participating local jurisdictions through the Council of Governments in making decisions concerning the administration of the Fund.

b. The CITY agrees to:

- i. Participate in the Fund.
- ii. Make an annual contribution in the amount of Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378) to the COUNTY for deposit and use in the Fund.
- iii. Consult with representatives of the COUNTY and other participating local jurisdictions through the Council of Governments in making decisions concerning the administration of the Fund.

- c. The parties mutually agree:
- i. The Fund will serve program goals as developed through the COG and its Public Works Committee. The COG will make recommendations to the COUNTY for the expenditure of Fund monies.
 - ii. The Fund will not supplant any existing COUNTY programs or funding for wild animal control, nor shall monies contributed by the CITY to COUNTY hereunder be diverted or used for other COUNTY programs.
 - iii. The Public Works Committee of the COG shall make recommendations concerning how monies contributed to the Fund are spent.
 - iv. Funding will be allocated by the parties as part of their respective annual budgeting processes. The CITY's first annual contribution shall be paid to the COUNTY by January 1, 2016. The amount of the CITY's first annual contribution shall equal the full amount stated in Paragraph I.b.ii. The CITY shall allocate and pay a second contribution to the COUNTY by July 1, 2016. The amount of the CITY's second contribution shall equal one-half of the amount stated in Paragraph I.b.ii. Thereafter, each subsequent annual contribution by the CITY shall equal the full amount stated in Paragraph I.b.ii., and shall be paid to the COUNTY by July 1 of each succeeding year of this Agreement.
 - v. Outcomes from the Fund programs will be reported at least annually to the COG and the parties.
 - vi. Pursuant to Section VI. of this Agreement, entitled "Non-funding," nothing in this Agreement shall be construed to bind the decision of the

future legislative bodies of either party to continue funding or participation in the Fund.

- vii. The COUNTY's role under this Agreement shall be limited to those services set forth in Section I.a. Except where agreed to otherwise in writing, the COUNTY shall not be required to provide any additional money or resources to fulfill the objectives of the Salt Lake County Urban Wildlife Assistance Program. Nothing in this Agreement shall be construed as to require the COUNTY to insure the success of the program goals developed through the COG.

II. Term and Termination

The term of this Agreement shall commence on January 1, 2016, and shall continue until June 30, 2020. This Agreement may be renewed for subsequent five (5)-year periods at the mutual option of the parties under the same terms and conditions unless modified by Amendment.

Each party reserves the right to terminate this Agreement on any June 30th date during the term or any subsequent terms if it, in its sole discretion, determines it is in its interest to do so. The party electing to exercise this right shall provide written notice to the other party no later than the March 31st immediately preceding the date of termination. A notice of termination provided between April 1st and June 30th will not become effective until June 30th of the subsequent calendar year. Both parties agree that the terminating party's election to terminate this Agreement will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party, or any other claim or cause of action.

III. **No Agency**

No agent, employee, or servant of the COUNTY or the CITY is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The COUNTY and the CITY shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Each Party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this agreement.

IV. **Severability**

If any term or provision of the Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this 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 Agreement unenforceable.

V. **Liability and Indemnification.**

The CITY and the COUNTY are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

VI. Non-Funding

The parties shall in good faith request the appropriation of funds to be paid for the services provided by this Agreement. If funds are not available beyond the last date of each entity's respective fiscal year of any effective fiscal year of this Agreement, either party's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY or CITY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by either party under this Agreement, that party shall promptly notify the other party of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

VII. Assignment and Delegation

Neither party shall assign any right nor delegate any duty under this Agreement without the express written and signed consent of the other party.

VIII. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and

this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

IX. Governing Law, No Third Party Beneficiaries, Headings

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, the Ordinances of Salt Lake County, and the Municipal Code of Cottonwood Heights City, both as to interpretation and performance.

This Agreement is not intended to benefit any third party. The paragraph headings of this Agreement are inserted only for convenience, and in no way define, limit, augment or describe the scope or intent of this Agreement nor affect its terms and provisions.

X. Interlocal Cooperation Act Requirements

In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Interlocal 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 Section 11-13-202.5 of the Interlocal Act;
- c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;
- e. No separate legal entity is created by the terms of this Agreement. To the extent

that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the CITY and the COUNTY. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. The COUNTY shall own all equipment, records and other things used to provide services under this Agreement. Upon termination, all such equipment, records, and other things shall remain the property of COUNTY.

XI. Counterparts

This Agreement may be executed in counterparts by COUNTY and CITY.

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Approved as to Form and Legality:
Salt Lake County District Attorney

By  _____
Adam Miller
Deputy District Attorney
Date 1 Oct 2015

COTTONWOOD HEIGHTS CITY

By _____
Mayor or Designee

ATTEST:

City Recorder

Approved as to Form and Legality:

By _____
Cottonwood Heights City Attorney
Date _____