

INTERLOCAL AGREEMENT

Between

SALT LAKE COUNTY

And

OGDEN CITY

THIS INTERLOCAL AGREEMENT (this “*Agreement*”) is made effective this ____ day of _____, 2019, by and between **SALT LAKE COUNTY** (“*County*”) and **OGDEN CITY** (“*City*”). The County and the City are sometimes referred to in this Agreement as the “Parties.”

RECITALS:

A. UTAH CODE ANN. §11-13-102 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. County and City are public agencies for purposes of the Act.

C. County and City recognize the benefits of expanding naturalization efforts in the State of Utah. The benefits of naturalization include higher earning potential for new citizens, additional tax revenue, increased voting and political participation, and improved connection between communities. Over three thousand (3,000) lawful permanent residents in Weber County are eligible to naturalize.

D. City has identified multiple avenues to expand naturalization efforts in Weber County, including holding meetings, workshops, and training to assist in naturalization efforts.

E. County, through the Office for New Americans, has received \$100,000 from the Utah State Legislature to expand naturalization efforts in Salt Lake, Davis, Utah, and Weber Counties. County wishes to donate twenty thousand dollars (\$20,000) to City to expand naturalization efforts in Weber County.

F. The Salt Lake County Council has approved The Office for New American’s proposal to provide twenty thousand dollars (\$20,000) to City for use to expand naturalization efforts in Weber County.

G. The Parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

Section 1. **Funds.** The twenty thousand dollars (\$20,000) provided by the County to City shall come out of the \$100,000 of funds received from the Utah State Legislature to expand naturalization efforts. City shall only use the County funds provided under this Agreement for the purposes of expanding of naturalization efforts in Weber County as outlined in this Agreement.

1.1 County shall transfer to City twenty thousand dollars (\$20,000) for the purpose provided above within 30 days of the executing of this Agreement. The funds transferred to City for this purpose shall not exceed twenty thousand dollars (\$20,00.00).

Section 2. **City Use of Funds.** Upon receipt of funds from County, City shall use such funds to pay for expanding naturalization efforts in Weber County as outlined in the Scope of Work, which is attached as Exhibit 1 and incorporated by reference into this Agreement.

Section 3. **Term.** This Agreement is effective from the date the Agreement is fully executed and shall terminate one year from the date the Agreement has been fully executed. The funds shall be spent by the City prior to the ending of term of this Agreement. The term of this Agreement may be extended for an additional period as provided in paragraph 6.6.

Section 4. **Termination.** Pursuant to Utah Code Ann. § 11-13-206(1), the Parties agree this Agreement may be terminated (with or without cause) by either party upon at least sixty (60) days prior written notice to the other party. Any funds that have not been expended or committed to be expended by the City when the written notice of termination is given shall be returned to the County.

Section 5. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

5.1. **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity. No real or personal property shall be acquired jointly by the parties as a result of this Agreement.

5.2. **Joint Board.** This Agreement does not constitute a joint or cooperative action under the Interlocal Cooperation Act and therefore there is no joint board under UTAH CODE ANN. § 11-13-207. The funds shall be administered by authorized representatives of the City pursuant to the limitations set out in this Agreement.

5.3. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of a joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

5.4. Approval by the Parties. This Agreement shall be approved by each party, pursuant to §11-13-202.5 of the Interlocal Act;

5.5. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

5.6. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

Section 6. **General Provisions.** The following provisions are also integral parts of this Agreement:

6.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

6.2. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

6.3. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

6.4. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

6.5. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

6.6. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

6.7. No Agency. Agents, employees or representatives of each party shall not be deemed to be agents, employees or representatives of the other.

6.8. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties, pursuant to Utah Code § 11-13-202.5.

6.9. Time of Essence. Time is the essence in this Agreement.

6.10. Applicable Law and Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah.

6.11. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United State mail, certified mail postage prepaid and addressed to the parties at their respective addresses:

Salt Lake County

The Office for New Americans
c/o Ze Min Xiao, Director
2001 South State Street, # N1-130
Salt Lake City, UT 84114

Ogden City

City Controller
c/o Lisa Stout
2549 Washington Blvd
Ogden, UT 84401
801-629-8713
lisastout@ogdencity.com

6.12. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

6.13. Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other.

6.14. Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon

any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in City statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in City statute or County ordinances.

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its Mayor, or Mayor's designee, and countersigned by its City Recorder; and the County caused this Agreement to be signed by the Mayor, or Mayor's designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Dated: _____

DEPARTMENT APPROVAL

By _____
Karen Hale, Special Initiatives Director

Dated: _____

OGDEN CITY

By _____
Title: _____

Dated: _____

Approved as to Form and Legality:

Bradley C. Johnson June 28, 2019
For Salt Lake County Date
Bradley C. Johnson
Deputy District Attorney

_____ Date
For Ogden City