

Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	
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Date of Request	July 21, 2017
Requesting Staff Member	Alison Weyher
Requested Council Date	August 15, 2017
Topic/Discussion Title	Herriman City contract with Salt Lake County Animal Control Services for less than full cost for fiscal year 2017-2018
Description	Herriman City proposes to contract with Salt Lake County Animal Services for animal control services for less than full cost for fiscal year 2017-2018. This reduction is being proposed pursuant to Salt Lake County Ordinance 3.42.060, because the City's former contract price is substantially less than the full cost of providing animal control services.
Requested Action¹	Approval of Interlocal Agreement
Presenter(s)	Rick Graham, <i>deputy mayor, COO</i>
Time Needed²	10 minutes
Time Sensitive³	
Specific Time(s)⁴	
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Elin Hværk

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

Mayor or Designee approval:

Ein Shuck

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING SALT LAKE COUNTY ANIMAL SERVICES TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL CONTROL SERVICES WITH HERRIMAN CITY FOR LESS THAN FULL COST FOR FISCAL YEAR 2017-2018.

RECITALS

WHEREAS, Salt Lake County ("County") and Herriman City ("City") are local governmental units and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the "Interlocal Act"), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, County regularly enters into yearly interlocal agreements with cities within the County to provide Animal Services to these contract cities; and

WHEREAS, City desires to enter into an interlocal cooperation agreement with County to obtain these services; and

WHEREAS, Salt Lake County Ordinance 3.42.020(3) provides that "all charges for services performed by the county through interlocal agreement should be charged at full cost"; and

WHEREAS, pursuant to Salt Lake County ordinance, County must charge contract cities desiring to enter into interlocal agreements with the County for Animal Services the full cost of services, including each contract city's proportionate share of the fixed asset cost ("2017 Addition") as well as the variable costs; and

WHEREAS, the City's full cost of services for fiscal year 2017-2018, including City's

full variable cost and the 2017 Addition, is Two Hundred Seventy-Four Thousand Nine Hundred Ninety-Two Dollars (\$274,992.00); and

WHEREAS, adding the 2017 Addition to the City's former contract price substantially and suddenly increases the full cost for providing these services; and

WHEREAS, Salt Lake County Ordinance 3.42.060 authorizes the County Council to approve a lower charge for services "where the charge or fee would create an economic hardship that precludes the use of a basic service or would diminish use of or participation in a service below the level deemed desirable," and

WHEREAS, the County finds that for City, this sudden increase in price creates an economic hardship that would diminish City's ability to participate fully in the County's Animal Services programs; and

WHEREAS, Animal Services has proposed a stepped increase approach to bring City up to full cost, dividing the 2017 Addition into three equal parts to be added over three fiscal years; and

WHEREAS, Animal Services desires to enter into an interlocal cooperation agreement with City for less than full cost for City's 2017-2018 fiscal year, with the contract price being the full variable cost and one-third of the 2017 Addition; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the Council authorizing this interlocal cooperation agreement and lower charge for the City's 2017-2018 fiscal year.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council:

1. To authorize Animal Services to charge Herriman City a lower cost of Two Hundred

Thirty-Two Thousand Three Hundred Eight Dollars (\$232,308.00), which amount includes the full variable cost of services and one-third of the 2017 Addition, for fiscal year 2017-2018.

2. To approve the attached Interlocal Cooperation Agreement and to authorize the Mayor to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this _____ day of _____, 2017.

Steve DeBry, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley
Council Member Bradshaw
Council Member Burdick
Council Member DeBry
Council Member Granato
Council Member Jensen
Council Member Newton
Council Member Snelgrove
Council Member Wilson

APPROVED AS TO FORM:

By: Angela D. Lane
Angela D. Lane, Deputy District Attorney

Date: 6/28/17

EXHIBIT 1

INTERLOCAL COOPERATION AGREEMENT

**INTERLOCAL AGREEMENT
FOR
ANIMAL CONTROL SERVICES**

This Agreement ("Agreement") is entered into and effective July 1, 2017, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and HERRIMAN CITY, a municipal corporation of the state of Utah (the "City"). County and City are collectively referred to herein as the Parties.

WITNESSETH

WHEREAS, County provides animal control services to unincorporated portions of Salt Lake County and by contract to other municipalities located in Salt Lake County; and

WHEREAS, City is in need of such animal control services and County is willing to provide such animal control services to City pursuant to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the authority granted in Utah Code 11-13-1, et seq. ("Interlocal Cooperation Act"), the City desires to enter into a service contract with the County for animal control services to be provided through Salt Lake County Animal Control Services ("Animal Control"); and

WHEREAS, Parties understand that the animal control services to be provided hereunder will be provided on a cost basis, and the Parties have determined and agreed that such cost basis is reasonable, fair, and adequate compensation to the County for providing such services.

WHEREAS, Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and undertakings of the Parties, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. **Scope of Services.** The County shall furnish all animal control services reasonably needed by the City and as set forth in this agreement ("Animal Control Services") to the City within the corporate limits of the City (the "City Limits").

2. **Description of Minimum Level of Animal Control Services.** Continuously throughout the term of this Agreement, the County shall provide, at minimum, the following Animal Control Services within the City Limits:

a. ***Administrative.*** Administrative personnel, equipment, and supplies necessary to support modern, well-equipped animal control department in compliance with all applicable laws and standards.

b. ***Licensing.*** Personnel, equipment and supplies to support a modern, well-equipped animal licensing program, including, without limitation, (i) collecting license fees, (ii) issuing licenses, (iii) enforcing license requirements, and (iv) enforcing and supporting special programs such as rabies clinic and neuter/spay clinics.

c. ***Regulating.*** Personnel, equipment, and supplies necessary to support a modern, well-equipped animal regulation program, including without limitation, (i) a regular and systematic program of animal control enforcement; (ii) enforcement of state laws and regulations and the City ordinances (and amendments thereto including, without limitation, issuing citations and promptly transmitting information copies of such citation to the City); and (iii) providing on an emergency basis, as described below, a fully-equipped animal control unit which shall respond to requests from within the City Limits 24 hours per day, 7 days per week.

d. ***Controlling and Shelter Services.*** Personnel, equipment and supplies necessary to support a modern, well-equipped animal control program, including, without limitation, (i) catching stray domestic animals; (ii) operating and managing a modern well-equipped animal control shelter; (iii) impounding stray animals; (iv) collecting any fees or fines owed for such stray or impounded animals; (v) providing temporary housing and care for all animals coming into the shelter from the City Limits, including companion animals and livestock; and (vi) providing medical treatment for animals while in temporary shelter care.

e. ***Special Programs.*** Personnel, equipment, supplies, and volunteers necessary to support the Animal Services Special Programs, which include but are not limited to: Community outreach and education programs, adoption events, Community Action Team, Trap-Neuter-Release, Rescue/Foster; Behavior Assessment; Humane Education, and any other programs developed by Animal Services to improve services to the community. These programs are responsible for ensuring a steady live release rate by reducing in-taking and increasing animal placement. These programs are provided in order to maintain the County's "No-Kill" Status.

f. ***Others.*** Personnel, equipment and supplies necessary to provide other related support services, including, without limitation, (i) selling impounded animals in accordance with reasonable animal control procedures; (ii) an adoption program for impounded animals; (iii) disposing of impounded animals in its sole and absolute discretion ("disposing" shall mean euthanizing impounded animals in a humane fashion); (iv) disposing of animal carcasses in accordance with reasonable animal control procedures; and (v) handling injured or sick animals.

3. **Personnel Assigned Within City Limits.**

a. ***Animal Control Officer Assigned to City.*** In order to provide Animal Control Services to the City, County shall provide the personnel, equipment and supplies necessary to provide such Animal Control Services. The County shall develop and maintain in effect policies to ensure that the appropriate number of animal control officers, as call volume dictates, will work within the City limits on cases originating in the City limits between the hours of 7:00 AM and 10:00 PM. Both Parties acknowledge that any animal control officer may be called to assist temporarily in other areas of unincorporated county or adjoining municipalities as reasonably necessary.

b. ***Emergencies.*** In order to provide Animal Control Services to the City at such times not covered by Section 3(a) and to provide additional support during the times covered by Section 3(a), the County shall provide the personnel, equipment and supplies necessary to make an animal control officer available or on call twenty-four hours per day, three hundred sixty-five (365) days per year.

4. **"No-Kill" Status.** County maintain its "No-Kill" Status within the limits of industry standard for the duration of this agreement. City agrees that it will take no action to compromise the County's ability to run a "No-Kill" Status program.

5. **Certification.** All personnel providing Animal Control Services within the City Limits shall have the same certification, meet the same requirements and training, and, on average, have a similar level of experience, as other personnel regularly employed by Animal Control.

6. **County Liaison.** The Director of Animal Services or designee shall act as liaison with the City to coordinate and oversee the delivery of Animal Control Services and to attend meetings of the City (including cabinet meetings and advisory committees) and meetings with the City Council to discuss Animal Control Services, as requested by City.

7. **Coordination with City's Liaison.** The City shall designate a liaison (the "City's Liaison") to coordinate the delivery of Animal Control Services.

8. **Services Performed in a Professional, Reasonable Manner.** The Animal Control Services shall be provided by County in a professional, ethical manner in compliance with all laws and any and all applicable standards of performance. Subject to the foregoing, the exact nature of how the Animal Control Services are to be provided, the discipline of personnel, and other matters incidental to providing the Animal Control Services shall remain with the County.

9. **Conflict Resolution.** In event of a dispute between the Parties regarding Animal Control Services of this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the City will meet as soon as practical with a representative of the County to discuss and attempt to resolve such dispute. If a resolution is not forthcoming, then the aggrieved party may file a discrepancy report with the Mayor of the City

or the director of Animal Control (as the case may be). The discrepancy report shall be in writing and shall contain a detailed description of the dispute and the aggrieved party's proposed resolution of the dispute. The party receiving the discrepancy report shall then have ten (10) days to notify the aggrieved party in writing of its agreement or disagreement with the proposed solution of the dispute described in the discrepancy report. If the Parties do not agree, then the dispute shall be resolved pursuant to section 24 below.

10. **Special Situations.** The County shall provide special animal control services to the City without charge upon reasonable advance notice from the City if such special services (a) are regularly and routinely provided to other cities in the County without charge, or (b) provided by the County without material additional cost to the County. Otherwise, any special animal control services requested by the City shall be provided by the County on a cost basis.

11. **Equipment and Facilities.**

a. ***Equipment.*** In providing Animal Control Services, the County shall furnish and supply all necessary labor, supervision, equipment, supplies, communication facilities, uniforms, badges, and other items of equipment necessary and incident to a modern, well-equipped Animal Control Services department.

b. ***Facilities.*** In connection with its performance of Animal Control Services, the County shall continue to maintain and operate its animal control facility at 511 West 3900 South, Salt Lake City, Utah 84123.

12. **Reports and Notice of Performance.** The County shall provide the following reports and notices to the City:

a. ***Quarterly Reports.*** The County shall maintain daily activity logs of all Animal Control Services provided within the City Limits. On a calendar quarter basis, the County shall provide a summary of the daily activity logs to the City. The summary report shall be in such form and contain such information as may be designated by the City from time to time. It is anticipated that the summary will detail the monthly number of stray animals picked up; citations issued; the number of calls, by date and time; response times; the number of animals impounded; accounting of all licenses issued to owners of animals within the City Limits; full accounting of all fees, fines and charges arising from within the City Limits; and the number and type of impounded animals euthanized. The reports provided for herein will be used by the County and the City to measure the performance of the County in fulfilling its obligations under this Agreement.

b. ***Annual Report.*** In addition to the quarterly reports to the City Council described above, the County shall provide an annual report and present such report to the City at a regularly scheduled City meeting held during the month of February. The annual report shall summarize the information from the monthly reports; demonstrate the performance level of the Animal Control over the previous year; and demonstrate that the County has complied with all of

its obligations under this Agreement. Performance and emphasis goals will be presented and discussed for the next year in anticipation of renewal of this Agreement.

c. ***Notice of Complaints and Exceptional Behavior.*** On a current basis, the City shall refer to Animal Control all complaints from City residents regarding Animal Control Services. The County shall promptly act to resolve such complaints in an equitable, timely manner. The County further shall provide to the City copies of any written documents from residents of the City demonstrating commendable behavior regarding Animal Control Services and a brief summary of any verbal commendations from residents of the City regarding Animal Control Services. These documents will be used by the City to help measure the performance of the County in fulfilling its obligations under this Agreement.

d. ***Additional Disclosure and Policy Development.*** From time to time, the County may provide private, controlled or protected information under the Government Records Management Act to the mayor or the City. The Parties agree to jointly develop and implement a policy for communicating and safeguarding such information.

13. **Employment Status.**

a. ***Official Status.*** The County shall have complete control and discretion over all personnel providing Animal Control Services. Those personnel shall be and remain employees of the County.

b. ***Salary and Wages.*** The City shall not have any obligation or liability whatsoever for the payment of any salaries, wages or other compensation to personnel providing Animal Control Services.

c. ***Employment Benefits.*** All personnel providing Animal Control Services are and shall be and remain County employees. All personnel providing Animal Control Services shall have no right to any City pension, civil service, or any other City benefits or compensation pursuant to this Agreement or otherwise.

14. a. ***Indemnity.*** The City and the County both governmental entities under the Utah Governmental Immunity Act, Subsection 63-30d-101 et seq. (Utah Code Annotated 1953 as amended) therefore, consistent with the terms of the 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 Utah Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. The City shall defend, indemnify, save and hold harmless the County, including its elected and appointed officers and employees, from and against demands, claims, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of the City's agents, officers or employees, the County's enforcement of City ordinances that are alleged to be unconstitutional, or improper disclosure by the City of private, controlled, or protected information under the provisions of the Government Records Access and Management Act.

b. **Claims.** Claims arising out of Services will be shared pro rata (based on the relative portion of amounts paid by the City for services to the total cost to provide Services during the year in which the incident occurs) by County, City, and any other entity for which County provides such Services. City will be billed annually for such pro rata share of claims paid, which amount will be payable within 30 calendar days of receipt. For purposes of this section, "claims" means payment of any judgment or settlement based only on an incident which occurs during the term of this agreement, even though the settlement or judgment may not occur during the term of this agreement. Nothing contained herein is intended to create or eliminate any liability the City may have for claims arising from any incident occurring prior to the effective date of this agreement.

15. **Term.** This Agreement shall be effective on July 1, 2017, and unless renewed or sooner terminated as provided herein, shall terminate on June 30, 2018.

16. **Renewal, Termination, and Non-Funding.**

(a) **Renewal and Termination.** If the City desires to renew this Agreement for any succeeding one-year period on the same terms and conditions as set forth in this Agreement, except the Contract Price, the City shall so notify the County by April 15, or as soon thereafter as practical, immediately preceding the expiration of this Agreement that it desires to renew this Agreement. No later than the following May 15 of such year, or as soon thereafter as practical, the County shall notify the City in writing of its intent to accept such renewal for an additional one-year period, and shall specify any adjustments to the compensation to be paid hereunder by the City. The contract price may increase minimally each year as provided in Paragraph 17. The governing bodies of the County and the City may then finalize negotiations concerning, and grant final approval of, such renewal. Otherwise, this Agreement shall terminate on June 30 of such year. Notwithstanding anything to the contrary, either party may terminate this Agreement at any time, with or without cause, by giving at least one hundred eighty (180) days prior written notice to the other party.

(b) **Non-Funding.** The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year, which is June 30, 2017 for the City, and December 31, 2017 for the County. Each Party's obligation for performance of this Agreement beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be

without penalty, additional payment, or other changes of any kind whatsoever to the Parties, and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

17. **Notice to City of Changes in Subsequent Year Contract Price.**

a. ***Stepped Increases.*** County and City acknowledge that the previously, the City paid less than the actual cost of services. The County and City hereby agree to a stepped increase over the next three years to bring the City up to the actual cost of services. Accounting for these yearly stepped increases, the total contract price for services will be: \$232,308 for Year One (2017-2018); \$254,729 for Year Two (2018-2019); and \$279,392 for Year Three (2019-2020), if renewed for Years Two and Three.

b. ***Increases after Year Three.*** After Year Three, County may adjust Contract Price, as defined below, up to five percent for each renewal year. Factors that may influence this increase will be based upon, but not limited to, changes in City's population, the Consumer Price Index, and the number of participating cities. If a proposed expenditure decision (or a series of proposed expenditure decisions when viewed as a whole would reasonably constitute one decision) of the County or Animal Control would likely result in the Contract Price, as defined below, for any subsequent year to increase by more than 5%, then the County and/or Animal Control shall notify the City of the proposed expenditure decision(s) and consult with the City regarding such decision(s).

18. **Collection of License Fees and Payment for Services.**

a. ***County Collect and Retain License Fees.*** The City shall maintain in effect a license fee ordinance compatible with the license fee ordinance currently imposed by the County. Throughout the term of this Agreement, the County shall collect on behalf of the City all license fees, assessments, impound fees or fines (collectively, the "License Fees") and other applicable charges for Animal Control Services performed within the City Limits. The amounts so collected shall be retained by the County.

b. ***Payment.*** The City shall pay the amount (the "Contract Price") of \$19,359.00 per month (i.e. \$232,308.00 annually) for the period of July 1, 2017 through June 30, 2018. Animal Services shall not be entitled to any reimbursement of any expenses incurred in providing the Animal Control Services. If the Parties intend to renew this Agreement pursuant to Section 16 above, then in the Renewal Acceptance, Animal Services shall notify City of the revised Contract Price for the succeeding one-year period.

19. **Remittance.** The Contract Price shall be divided into equal monthly shares, and City shall remit the monthly payment to:

Salt Lake County Mayor's Finance
2001 South State Street, Room N4100
Salt Lake City, UT 84190

Payments shall be due and payable on the 15th day of the month for which the payment is made. If the date a payment is due and payable is (i) a legal holiday, (ii) a Saturday, (iii) a Sunday, or (iv) another day on which weather or other conditions have made the office of the County Auditor inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to Mayor's Finance when due, the County shall be entitled to recover interest thereon. Said interest shall accrue as specified in Salt Lake County Policy 1220, Paragraph 4.4.

20. **Change in Level of Services.** The City may modify (increase or decrease) the level of Animal Control Services if the City provides thirty (30) days prior written notice to the County of such change and the County approves or disapproves such change or modification and a modified rate schedule. The County agrees to use its best efforts to provide any increase in Animal Control Services. The amount due for such increase or decrease shall accrue as of the date the modified Animal Control Services become effective and shall be due and payable as provided in sections 18 and 19 hereof.

21. **Delegation of Power to Collect Fees.** To the extent necessary, the County shall have all lawful powers of the City to enable efficient enforcement of license fee assessments, to impound fees, and to collect fines, if any.

22. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

County: Animal Services Division Director
 Salt Lake County Animal Services
 511 West 3900 South
 Salt Lake City, UT 84123

City: Herriman City Mayor
 13011 South Pioneer Street
 Herriman, Utah 84065

With a copy to:

John E. Brems
2798 Matterhorn
Taylorsville, Utah 84129

23. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions

hereof or otherwise agreed in writing, during any such litigation the County shall carry on Animal Control Services, and the City shall continue to make payments to the County in accordance with the terms of this Agreement.

24. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof

25. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

26. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

27. **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.

28. **Time.** Time is the essence hereof.

29. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

30. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

31. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

32. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

33. **Litigation.** If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

34. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

35. **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.

36. **Interlocal Cooperation Act.** 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; and
- (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 a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the date and year specified above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

HERRIMAN CITY

By: 
Mayor or Designee

Date: 4/28/17

ADMINISTRATIVE APPROVAL:

By: Talia Butler
Talia Butler,
Division Director

Date: 5/22/17

ATTEST:

By: 
City Recorder

Date: 4/28/2017

Approved as to Form:

By: Angela Lane
Angela D. Lane,
Deputy District Attorney

Date: 03/16/17

Approved as to Form and Legality:

By: 
City Attorney

Date: 4/27/2017