

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY

And

MILLCREEK

for Donation for K-6 Programs at Millcreek Elementary

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective this 28th day of November, 2018, by and between **SALT LAKE COUNTY** ("*County*") and **MILLCREEK** ("*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 need to provide after-school programming for K-6 at Millcreek Elementary.

D. City is participating in funding an after-school program at Millcreek Elementary that provides snack and dinner service, homework assistance, and enrichment programming.

E. County, through the County Mayor's Office, has \$1000.00 for the City to finance after-school programming for one annual student program slot at Millcreek Elementary.

F. The Salt Lake County Council has approved the County Mayor's proposal to provide funding to City for use for one annual student program slot at Millcreek Elementary.

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 one thousand dollars provided to City by the County shall come out of the County Mayor's budget. City shall only use the County funds provided under this Agreement for the purposes of funding one annual student program slot for K-6 population at Millcreek Elementary for snack and dinner service, homework assistance, and enrichment programming.

1.1 County shall transfer to City one thousand dollars 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 one thousand dollars (\$1,000.00).

Section 2. **City Use of Funds.** Upon receipt of funds from County, City shall use such funds to pay for one annual student program slot for K-6 population at Millcreek Elementary that includes snack and dinner service, homework assistance, and enrichment programming.

Section 3. **Term.** This Agreement is effective from the date the Agreement is fully executed and shall terminate on December 31, 2019. The term of this Agreement may be extended for an additional period as provided in paragraph 6.7.

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.

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.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered and coordinated by a joint board consisting of the County's Mayor or designee and the City's Mayor or designee.

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. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

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

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

6.9. 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.

6.10. 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 December 31st for the County and City. Each Party's obligation beyond that date is contingent upon funds

being appropriated for payment due 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.

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

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

6.13. 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 States mail, certified mail postage prepaid and addressed to the parties at their respective addresses:

Salt Lake County

Salt Lake County Mayor's Office
2001 South State Street, # N2-100
Salt Lake City, UT 84114

Millcreek

Millcreek Mayor's Office
3330 South 1300 East
Millcreek, UT 84106

6.14. 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.

6.15. 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.

6.16. 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 State 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 State statute or County ordinances.

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

SALT LAKE COUNTY

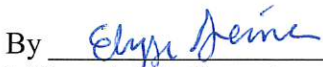
By: _____
Mayor or Designee

Dated: _____

MILLCREEK

By  _____
Mayor or Designee

Dated: 11-26-18

By  _____
Millcreek City Recorder

Dated: 11/30/18

Approved As To Form and Legality:

For Salt Lake County

Date

 _____
For Millcreek

11/30/18
Date