

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY

And

WEST VALLEY CITY

for a \$5,000 Donation to West Valley City to Support the International Census Day Festival

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective this ____ day of _____, 2019, by and between **SALT LAKE COUNTY** (“*County*”) and the **WEST VALLEY CITY** (“*City*”) for the purpose of providing \$5,000 to City to support the International Census Day Festival at the Utah Cultural Celebration Center on April 4, 2020. 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 benefit of having an accurate census count for the 2020 Census.

D. City is supporting the International Census Day Festival to be held on April 4, 2020 at the Utah Cultural Celebration Center. The International Census Day Festival will be held to further the purpose of obtaining an accurate census count for the 2020 Census.

E. County wishes to provide \$5,000 to City to provide for a sound and A/V system for the festival as well as funding for volunteer services.

F. The Salt Lake County Council has approved the County Mayor’s proposal to provide funding to City for use for the International Census Day Festival.

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 County will provide five thousand dollars to City, which shall come out of the County Mayor's budget. County shall transfer to City the five thousand dollars within 30 days of executing this Agreement for the purposes provided in section 2 below. The funds transferred to City for these purposes shall not exceed five thousand dollars (\$5,000.00).

Section 2. **City Use of Funds.** Upon receipt of funds from County, City shall only use the County funds provided under this Agreement for the following purposes: (1) to pay for a sound and A/V system for performers during the International Census Day Festival to be held on April 4, 2020 and (2) to provide training and meals/vouchers for festival volunteers, as well as printing of t-shirts, advertising materials, canvassing efforts, and other printing needs in connection with the festival. All expenditures will be tracked and receipted and will be provided to County upon request.

Section 3. **Term.** This Agreement is effective from the date the Agreement is fully executed and shall terminate on December 31, 2020.

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 thirty (30) days prior written notice to the other party. Upon termination, any unspent funds shall be returned to 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.** 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 June 30th for the 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 Citys 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 City Street, # N2-100
Salt Lake City, UT 84114

West Valley City

Wayne Pyle, West Valley City Manager
3600 Constitution Boulevard
West Valley City, Utah 84119

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 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 his designee and the County caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Dated: _____

WEST VALLEY CITY

By _____
Title: _____

Dated: _____

Approved As To Form and Legality:

Bradley C. Johnson December 9, 2019
For Salt Lake County Date
Printed Name: Bradley C. Johnson

For West Valley City Date
Printed Name: