

RESOLUTION No. 12-01-2009

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING
THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN SANTAQUIN CITY AND UTAH COUNTY REGARDING
SNOW REMOVAL SERVICES**

WHEREAS, the City of Santaquin and Utah County desire to coordinate snow removal efforts in order to minimize duplicative efforts, improve the delivery time of the service and reduce taxpayer costs; and

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1 et seq., authorizes political subdivisions of the state to enter into agreements in order to cooperate in providing services; and

WHEREAS, Santaquin and the County desire now to enter into an Interlocal Cooperation Agreement titled "INTERLOCAL COOPERATION AGREEMENT FOR SNOW REMOVAL SERVICES" to provide such cooperative services;


NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:

1. The Santaquin City Council approves and authorizes the Mayor to execute the INTERLOCAL COOPERATION AGREEMENT FOR SNOW REMOVAL SERVICES, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 2nd day of December, 2009.



ATTEST:



Susan B. Farnsworth
Santaquin City Recorder



James E. DeGraffenried, Mayor

AGREEMENT NO. 1202-351

**INTERLOCAL COOPERATION AGREEMENT
FOR SNOW REMOVAL SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into this 8th day of **December, 2009**, by and between Santaquin City, a fifth class city of the State of Utah, (hereinafter referred to as "Santaquin"), and Utah County, a County of the State of Utah (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, both Santaquin and the County provide snow removal services on public roads; and

WHEREAS, Santaquin and the County desire to coordinate snow removal efforts in order to minimize duplicative efforts, improve the delivery time of the service and reduce taxpayer costs; and

WHEREAS, Santaquin and the County have mutually agreed to provide such cooperative services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized and provided for by the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-1 et seq., ("the Act"); and

WHEREAS, the governing body of each of the parties has by resolution agreed to adopt this Agreement for the provision of snow removal services;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION

Santaquin and the County intend that this Interlocal Cooperation Agreement ("Agreement") shall become effective and shall enter into force, within the meaning of the Act, upon approval and execution hereof by the governing bodies of Santaquin and the County. Although by law, an Interlocal Cooperation Agreement is not effective until executed and filed with each of the respective parties as established in Section 8 hereof, once effective this Interlocal Cooperation Agreement shall apply to the relationship of the parties as of December 1, 2009, shall remain effective through June 30, 2010, and shall automatically renew for further one year periods unless otherwise terminated as provided for herein. For purposes of this Agreement, the term "Anniversary" or "Anniversary Date" shall mean July 1st of each year. This Agreement shall not, in any event, continue to renew for a period longer than fifty (50) years from the effective date hereof.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

Santaquin and the County neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. However, the parties agree to establish a two (2) member Joint Governance Committee (the "Committee") comprised of the following individuals: (a) the Santaquin City Director of Public Works, or his/her designee; and (b) the Utah County Director of Public Works, or his/her designee. This Committee shall meet as necessary and shall, in addition to any other duties and responsibilities set forth in this Agreement, administer the terms and conditions of this Agreement. In the event that the Committee members cannot agree on any issue concerning this Agreement, the Mayor of Santaquin and the Chair of the Utah County Commission shall mutually cast a final vote to break the deadlock. In the event the Mayor of Santaquin and the Chair of the Utah County Commission are unable to mutually agree to break the deadlock, then Santaquin or the County may file an action to resolve the deadlock in the courts of Utah County, State of Utah. Each party shall bear its own costs, expenses, and attorneys' fees arising from the resolution of a deadlock.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES

3.1 This Interlocal Cooperation Agreement has been established and entered into between Santaquin and the County for the purpose of providing snow removal services on certain described public highways in and around the City of Santaquin. Each of the parties shall provide the services as described in this section 3 using its own personnel and equipment and shall perform the same in a reasonable and customary manner.

3.2 Santaquin shall provide snow removal services on those public roads within the unincorporated County, which are illustrated in "Exhibit A: Map of Service Area" a copy of which is attached hereto, and which are more particularly described in sections 3.2.1 through 3.2.7.

3.2.1 That portion of 400 East between 610 South and the end of asphalt, consisting of approximately 0.3 miles south of 610 South.

3.2.2 That portion of Canyon Road between the City boundary at approximately 1100 South and the south end of the Santaquin Canyon debris basin, consisting of approximately .35 miles.

3.2.3 That portion of 14400 South from Santaquin 600 West to the end of asphalt approximately 0.6 miles to the west of 600 West in Santaquin.

3.2.4 That portion of Santaquin 30 South between 550 West and the end of asphalt approximately 0.6 miles to the west of 500 West in Santaquin.

3.2.5 That portion of Lark Lane between Santaquin 550 West and the intersection of Lark Lane and Highway 6, consisting of approximately 0.6 miles.

3.2.6 Those portions of 6000 West and 13100 South between the Union Pacific rail road corridor and the Strawberry Highline Canal.

3.2.7 That portion of the I-15 frontage road from the south Santaquin interchange to the Juab/Utah County boundary line, consisting of approximately 0.5 miles.

3.3 County shall provide snow removal services on those public roads within the incorporated boundaries of the City of Santaquin, which are illustrated in "Exhibit A: Map of Service Area," and which are more particularly described in 3.3.1 through 3.3.7.

3.3.1 That portion of Santaquin Center Street between the Highline Canal and Ginger Gold Road, consisting of approximately 0.1 miles.

3.3.2 That portion of Santaquin 400 East between the Highline Canal and 12800 South, consisting of approximately .25 miles.

3.3.3 That portion of 12800 South between Santaquin 400 East (5200 West) and 4800 West and including that part of 4800 West which is bounded on the North and the South by the Union Pacific Railroad, consisting of approximately 0.8 miles.

3.3.4 That portion of 12400 South between 4800 West and the intersection of Highway 198, consisting of approximately 1.0 miles.

3.3.5 That portion of 4380 West between 12400 South and 12800 South, consisting of approximately 0.5 miles.

3.3.6 That portion of 12800 South between 4380 West and Highway 198, consisting of approximately 0.3 miles.

3.3.7 That portion of 3620 West between 12680 South and the edge of pavement, consisting of approximately 0.1 miles south of 12680 South.

3.4 All employees of Santaquin shall remain solely employees of Santaquin City for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing. All employees of the County shall remain solely employees of the County City for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing.

Section 4. MANNER OF FINANCING

Santaquin and the County agree that each entity shall be solely responsible for the costs that it incurs in providing the services described herein and shall not seek reimbursement for any portion of the same from the other party. No real property shall be acquired or dispersed for purposes of this Agreement.

Section 5. METHOD OF TERMINATION

Unless terminated pursuant to the provisions of the section, this Interlocal Cooperation Agreement will automatically renew for an additional one year term on each Anniversary. The parties agree that either party may terminate this Agreement on any Anniversary thereof, by delivering written notice to the other party, by certified mail, no later than 90 days prior to said Anniversary Date, or at any other time mutually agreed to by the parties.

Section 6. LIABILITY FOR LOSS, INSURANCE AND INDEMNIFICATION

6.1 Santaquin shall be responsible for any death, personal injury, loss, or damage of any kind to persons or property in connection with its services provided pursuant to this Agreement. The County shall be responsible for any death, personal injury, loss, or damage of any kind to persons or property in connection with its services provided pursuant to this Agreement.

6.2 Santaquin shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing liability coverage for the City's use of the facilities. The County shall procure and maintain in force at its expense during the term of this Agreement property damage and public liability insurance providing coverage for its snow removal operations. Such insurance shall provide for such coverages, protections, insurable amounts, etc., as deemed advisable by the Committee and available through Utah Local Governments Trust, Utah Counties Insurance Pool, or any other insurance provider utilized by Santaquin or the County, and which would be standard and reasonable for the uses contemplated hereunder.

6.3 Each of the parties shall indemnify and save harmless the other, including its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of its negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Neither party shall indemnify the other for intentional torts committed by its officers or employees. Nothing in this agreement shall be construed to waive or limit the protections provided in the Governmental Immunity Act of Utah. Utah Code Ann. § 63-30d-101 et seq. (1953 as amended).

Section 7. REVIEW BY APPROVED ATTORNEY

Each of the parties hereby certify that, pursuant to the requirements of Section 11-13-202.5, Utah Code Annotated (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 9. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to an authorized attorney for review as required by Section 11-13-202.5, Utah Code Annotated (1953 as amended) and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation 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 Interlocal Cooperation Agreement unenforceable.

Section 11. GOVERNING LAW


The construction of this Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by laws of the State of Utah.

IN WITNESS THEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

SANTAQUIN CITY

Authorized by Resolution No. **12-01-2009**, authorized and passed on the **2nd** day of **December, 2009**




James E. DeGraffenried, Mayor
Santaquin City

ATTEST:

Susan B. Farnsworth
Santaquin City Recorder

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of December, 2009.


_____, Chair
Utah County Commission

ATTEST:



Utah County Clerk/Auditor

Exhibit A: Map Service Area

