

**AGREEMENT TO LEND/BORROW MONEY BETWEEN WEBER COUNTY AND THE
WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT**

This Agreement is made by and between Weber County, a political subdivision of the State of Utah (“County”) and the Weber Area Dispatch 911 and Emergency Services District (“District”), with County and District collectively referred to as the “Parties.”

RECITALS

WHEREAS, County and District already have an agreement for the provision of certain administrative services wherein County has agreed to provide financial services to the District; however, the contract for administrative services does not include provisions that would authorize the County to lend money to the District; and

WHEREAS, District has exhausted its general fund in transitioning from Versaterm to a new software system provided by Spillman Technologies, Inc. and is currently in need of additional funds and may be in need of additional funds from time to time; and

WHEREAS, a loan from the County to the District will provide more interest for the County than it is currently getting in the state treasurer’s pool; and

WHEREAS, a loan from the County to the District provides an opportunity for the District to borrow funds ~~for an interest rate less than it would have to pay for a tax anticipation note or other funding;~~

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreement contained herein, County and District, do mutually agree as follows:

1. Loans. At the discretion of the County Treasurer’s Office, County may lend money from time to time to the District for the purpose of meeting the District’s regular expenses upon the request of the governing authority of the District made in a public meeting pursuant to the Open and Public Meetings Act.
2. Payment Schedule. District shall repay the borrowed funds in full by December 31st of each year.
3. Interest Rate. The interest rate that shall be paid on the money borrowed shall be at the rate of the Public Treasurer’s Investment Fund plus 1%. The interest calculation shall be a simple interest method compounded annually.
4. Payment Priority. Any partial payments received from the District shall be first applied to interest and then to ~~principal~~.
5. Amendment. This Agreement may be changed, modified, or amended by written agreement of the Parties and approval as to form by each respective Attorney.

6. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
8. Effective Date. This Agreement shall become effective upon the execution of the Parties as indicated below.
9. Entire Agreement. This Agreement shall constitute the entire Agreement between the County and the District and any prior written agreement or verbal understanding is made null and void by the execution of this Agreement.
10. Indemnification. Each of the Parties to this Agreement agrees to defend, hold harmless, and indemnify the other party for the wrongful or negligent acts or omissions of their employees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property; provided, however, that in no event shall the indemnification obligations of the parties hereunder exceed the amounts set forth in Section 63G-7-101 et seq., of the Utah Governmental Immunity Act Utah Code Annotated (1953) as amended, which are in effect at the time judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled.
11. Joint Administration. The Parties agree that this Agreement shall be administered by the respective boards of the Parties or a designee of each of the Parties.
12. Laws of Utah. It is understood and agreed by the Parties that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
13. Non-Assignability. Neither Party shall transfer or delegate any of its rights, duties, powers or obligations under this Agreement without the consent of each of the Parties.
14. No Joint Property. The Parties hereto agree that no joint property shall be acquired in accordance with this Agreement.
15. Severability of Provisions. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.

APPROVED by the Board of County Commissioners of Weber County this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Matthew Bell, Chair

Commissioner Bell voted _____
Commissioner Ebert voted _____
Commissioner Gibson voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Weber Area Dispatch 911 and
Emergency Services District Governing
Board

By _____
Matthew Bell, Chair

ATTEST:

Weber Area Dispatch 911 and
Emergency Services District
Administrative Control Board

By _____
Toby Mileski, Chair

ATTEST:
