

COTTONWOOD HEIGHTS

RESOLUTION No. 2024-61

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR HEALTH COALITION FUNDING

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Salt Lake County (“*County*”) and the city of Cottonwood Heights (“*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, City heretofore submitted an application (“*City’s Application*”) in response to County’s 30 January 2024 request for applications to support the development of community-centered, evidence-based health coalition frameworks utilizing as funding (“*Funding*”), *inter alia*, settlement proceeds from national opioid litigation pursued by the State of Utah and other jurisdictions; and

WHEREAS, on or about 8 April 2024 County approved City’s Application; and

WHEREAS, City and County now jointly desire to enter into an interlocal agreement (the “*Agreement*”) whereunder County will provide Funding so that City may implement a community-centered, evidence-based health coalition on the terms and conditions specified in the Agreement; and

WHEREAS, City’s municipal council (the “*Council*”) met in regular session on 10 September 2024 to consider, among other things, approving City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City’s residents to approve City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement with County be, and hereby is, approved, and that City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of City;

This Resolution, assigned no. 2024-61, shall take effect immediately upon passage.

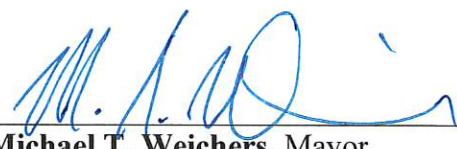
PASSED AND APPROVED this 10th day of September 2024.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: 
Paula Melgar, Recorder



By: 
Michael T. Weichers, Mayor

VOTING:

Michael T. Weichers	Yea ☒	Nay ☐
Matt Holton	Yea ☒	Nay ☐
Suzanne Hyland	Yea ☒	Nay ☐
Shawn E. Newell	Yea ☒	Nay ☐
Ellen Birrell	Yea ☒	Nay ☐

DEPOSITED in the office of the City Recorder this 10th day of September 2024.

RECORDED this 11 day of September 2024.

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

On behalf of its Salt Lake County Health Department

and

COTTONWOOD HEIGHTS CITY

On behalf of its Health in the Heights Coalition

This Interlocal Cooperation Agreement (“Agreement”) is entered into this 10th day of September, 2024, between Salt Lake County, a body corporate and politic of the State of Utah on behalf of its Salt Lake County Health Department (“County”); and Cottonwood Heights City (“Contractor”), also a body corporate and politic of the state of Utah, on behalf of its Health in the Heights Coalition with its principal place of business address at 2277 Bengal Boulevard, Cottonwood Heights, Utah 84121. County and Contractor may be referred to as the “Parties”.

RECITALS

WHEREAS, on or about January 30, 2024, County issued a Request for Applications to work with Salt Lake County communities to support the development of community-centered, evidence-based coalition frameworks; and

WHEREAS, on our about April 8, 2024, County reviewed applications and determined that Contractor meets the qualifications set out in the Request for Applications; and

WHEREAS, County is a county health department created pursuant to Section 26A-1-103, Utah Code Ann., 1953 as amended, and Chapter 9.04 of the Salt Lake County Code of Ordinances; and

WHEREAS, Contractor is a body corporate and politic of the State of Utah; and

WHEREAS, the Parties are public agencies authorized by the Utah Interlocal Cooperation Act, §11-13-101, et seq., U.C.A. (the Act), to enter into agreements with each other which will enable them to make the most efficient use of their powers; and

WHEREAS, the County and Contractor are now desirous to enter into an agreement whereby the County will provide funding so that Contractor may implement a community-centered, evidence-based prevention coalition with fidelity.

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

AGREEMENT

1. SCOPE OF SERVICES

Contractor agrees to provide the services outlined in the Request for Applications ("RFA"), which is incorporated by reference and attached as Exhibit 1, and the services outlined in Contractor's application, which is incorporated by reference and attached as Exhibit 2.

Contractor responsibilities:

- a. Hire and maintain at least a half time (0.5) FTE Communities That Care ("CTC") coordinator and implement the CTC process with fidelity.
- b. The CTC coordinator will work closely with County to receive technical assistance and ensure CTC is implemented with fidelity.
- c. The CTC coordinator must be certified in the Substance Abuse Prevention Specialist Training ("SAPST") and CTC coordinator training within one year of the coordinator's start date.
 - i. Contractor must provide copies of the certificates of completion to County.
 - ii. Contractor is financially responsible for SAPST and CTC coordinator training.

2. CONSIDERATION

In consideration for services rendered under this Agreement, County shall award Contractor \$94,500.00 to perform activities outlined in Exhibit 1, RFA and Exhibit 2, Community-Centered Evidence-Based Coalitions Application.

An additional \$10,000.00 in state CTC funds may be considered should Contractor or their community partners provide a 1:1 match through dollars and in-kind contributions. Contractor must provide a letter of explanation to County detailing match funds and documentation of match funds to be eligible to receive the additional \$10,000 in state CTC funds.

The County, in the County's sole discretion and based on funding availability, may transfer additional grant funds to Contractor by formal written amendment to this Agreement.

3. PAYMENT

The County shall pay Contractor in equal monthly installments. The County shall submit monthly invoices on behalf of Contractor. Funds from the first year will not carry over to an additional year.

4. EFFECTIVE DATE/TERM

This Agreement shall be effective upon contract execution and shall expire one year thereafter. The contract may be renewed by written amendment for up to two additional one-year terms as allowed by funding.

5. REPORTING REQUIREMENTS

Contractor shall adhere to reporting requirements as outlined in the "Reporting" section of Exhibit 1. Grant updates, activities, outcome data, and expenses shall be submitted to County through an assigned form no later than the 10th of each month for the previous month's activities.

6. CONTINUOUS IMPROVEMENT

This Agreement aims to support continuous improvement for Contractor to improve implementation of proposed activities. County desires to create an environment where Contractor and other community partners can do their best work. Changes to originally proposed responsibilities as outlined in this Agreement and Exhibit 2 may be made to improve results within the following parameters:

- a. Contractor has genuinely tried to meet the goals of the original proposed activity and responsibilities, or the environment has changed so that the original proposal is no longer possible or the best approach.
- b. Requested changes have been identified through a continuous improvement process or thoughtful conversations.
- c. Changes are discussed with SLCoHD in advance.
- d. Changes are outlined in a written document and submitted to SLCoHD (email accepted) for approval.
- e. If services are performed outside of this Agreement without receiving approval from SLCoHD, SLCoHD reserves the right to deny payment and/or terminate the Agreement.

7. AGENCY

No agent, employee, or servant of Contractor or County is or shall be deemed to be an employee,

agent, or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

8. COUNTY REPRESENTATIVE

County hereby appoints Emily Colvin, Division Contracts Administrator, as County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Contractor under this Agreement.

9. CONTRACTOR REPRESENTATIVE

Contractor shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to act as Contractor's representative in its performance of this Agreement. Contractor Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

10. STANDARD PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than the County for its performance under this Agreement.

11. GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

The Parties are bodies corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. Each Party shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Consistent with the terms of the Act and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents,

officials, or employees. Neither Party waives any defense otherwise available under the Act and all other applicable law nor does any Party waive any limits of liability currently provided by the Act. Both Parties maintain all privileges and immunities, and other rights granted by the Act and all other applicable law.

12. NON-FUNDING CLAUSE

County intends to request the appropriation of funds to be paid for the services provided by Contractor under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Contractor of said non-funding and the termination of this Agreement, and in no event, later than thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

13. INSURANCE

13.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801.

13.2 Contractor shall maintain insurance or self-insurance coverage sufficient to meet the obligations hereunder and consistent with applicable law.

14. TERMINATION

This Agreement may be terminated by either Party without cause with thirty (30) days' advance written notice to the other Party.

15. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable

law shall constitute an event of default under this Agreement and Contractor shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

16. NON-DISCRIMINATION

Contractor and any agent of Contractor agree that they shall comply with all federal, state and county laws, rules, and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

17. CONFIDENTIALITY

Contractor shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Contractor's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. County shall have the sole obligation or privilege of releasing such information as required by law.

18. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials, and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be

expected to result in unfair competitive injury.

19. ASSIGNMENT

Contractor shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Contractor and against any assignee or successor-in-interest of Contractor.

20. SUBCONTRACTING

Contractor agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of County.

21. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Alysia Stuart, Substance Use Prevention Program Manager
Salt Lake County Health Department
South Redwood Public Health Center
7971 South 1825 West
West Jordan, Utah 84088
astuart@saltlakecounty.gov
385-468-5321

Emily Colvin, Division Contracts Administrator
Salt Lake County Health Department
2001 South State Street, Suite S2-600
Salt Lake City, Utah 84190
ecolvin@saltlakecounty.gov
385-468-4123

CONTRACTOR: Samantha DeSeelhorst
Cottonwood Heights City
2277 Bengal Boulevard
Cottonwood Heights, Utah 84121
sdeseelhorst@ch.utah.gov
801-944-7069

22. INTERLOCAL COOPERATION ACT

For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

- a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.
- b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.
- c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.
- 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 financing of such costs.
- e) No separate legal entity is created by the terms of this Agreement. Pursuant to Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.
- f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent 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.

23. ENTIRE AGREEMENT

County and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified, or altered, except in writing, signed by the Parties.

24. ANTI-WAIVER PROVISION

This Agreement may not be enlarged, modified, or altered, except by written amendment, signed by the parties. Contractor understands that only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of either Party to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

25. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah.

26. COUNTERPARTS

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement, and the Contractor certifies that any representations are true and correct and that it will abide by the terms of the Agreement.

SALT LAKE COUNTY

By: _____
Mayor or Designee

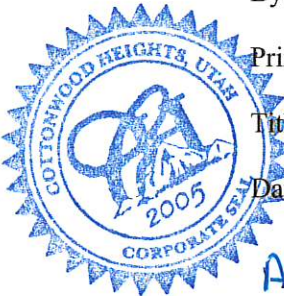
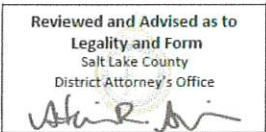
Date: _____

HEALTH DEPARTMENT

By: *Dorothy Adams*
Dorothy Adams
Executive Director

Date: _____

Division Director Initials: JS



COTTONWOOD HEIGHTS/CITY
By: *[Signature]*
Printed Name: Michael T. Weichers
Title: Mayor
Date: 9/10/24

Attest: *[Signature]*
Paula Morgan, Recorder

Approved as to Form
W. S. [Signature]
City Attorney