

RESOLUTION 2025-24

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-1, et seq., 1953 as amended, governmental entities are allowed to enter into agreements for the joint provision of services; and

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with Utah County for an effort to aid the homeless and support the Utah County Winter Response Task Force and its 2024-2025 Winter Response Plan.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

1. The Vineyard City Council authorizes the Mayor to sign the agreement titled Interlocal Cooperation Agreement between Utah County and Vineyard, Utah (CITY) For an effort to aid the homeless in the form attached hereto as Exhibit A.

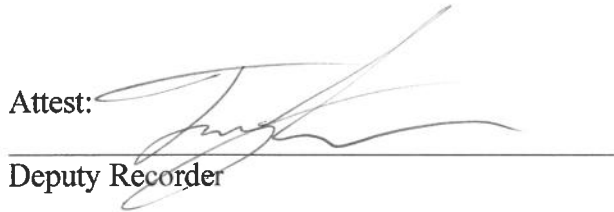
2. This resolution shall take effect upon passing.

Passed and dated this 14th day of May, 2025.

Mayor



Attest:



Deputy Recorder

INTERLOCAL COOPERATION AGREEMENT

Between UTAH COUNTY AND

Vineyard (CITY)

For an effort to aid the homeless

THIS AGREEMENT, made and entered into this ____ day of _____ 2025, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, (hereinafter "County") and Vineyard, a political subdivision of the State of Utah, (hereinafter "City").

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, City and County are local governmental units under the Interlocal Cooperation Act; and

WHEREAS, City and County recognize that homelessness is a problem in our communities and that each can play a role in alleviating suffering and other effects of homelessness; and

WHEREAS, City and County desire to support the Utah County Winter Response Task Force and its 2024-2025 Winter Response Plan and future Plans which plans include an ecosystem of services to serve Utah County's unsheltered population during the cold season; and which plan has been and will continue to be approved by the Utah Office of Homeless Services; and

WHEREAS, City agrees to contribute funds in support of the Utah County Winter Response Task Force and its Winter Response Plans, which contributions contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of City and County residents.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, City and County hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the County and the City for the purpose of providing aid and relief to the homeless and in support of the Utah County Winter Response Task Force and its Winter Response Plans.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Utah Code Section 11-13-207, the Utah County Administrator, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real property pursuant to this Agreement during this joint undertaking.

Section 3. EFFECTIVE DATE, DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the County and the City. The term of this Agreement shall be from the date of execution hereof and extend for a term no to exceed 50 years.

Either party to this Interlocal Cooperation Agreement may cancel the Agreement at any time by submitting a written notice of cancellation to the other party. Upon cancellation, County agrees to no longer send invoices to City for the contribution described herein; refunds will not be allowable.

Section 4. NO SEPARATE LEGAL ENTITY.

The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 5. TERMS.

A. City Contribution: City agrees to make a financial contribution in support of the Utah County Winter Response Task Force and its Winter Response Plans which contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of City and County residents in the amount of \$ 1400.⁰⁰. Such amount is made in consideration of City's population in relation to the total Utah County population.

B. Management of Funds: County will hold and expend the funds contributed by City under this Interlocal Agreement solely for the benefit of the homeless and as directed by the Utah County Winter Response Task Force.

Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper o records of the County and the City, and shall remain on file for public inspection during the term of this Agreement.

Section 7. AMENDMENTS.

This 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, and (c) filed in the official records of each party.

Section 8. SEVERABILITY.

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

Section 9. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 10. INDEMNIFICATION.

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the negligent errors or omissions of its own officials or employees in connection with this Agreement. It is expressly agreed that neither party waives any immunity, protection, or benefit of the Utah Governmental Immunity Act.

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

UTAH COUNTY

Authorized by Resolution No. 2025-_____, authorized and passed on the _____
day of _____ 2025.

**BOARD OF COUNTY COMMISSIONERS UTAH
COUNTY, UTAH**

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Utah County Clerk

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Utah County Attorney

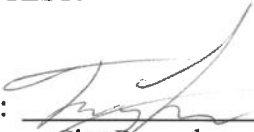
Vineyard CITY

Authorized by Resolution No. 2025 - 24, authorized and passed on the 14 day of May 2025.

CITY

Its  Mayor (title)

ATTEST:

By: 
City Recorder

REVIEWED AS TO FORM AND COMPATIBILITY
WITH APPLICABLE LAW:

By: Jayme Blakesley
Jayme Blakesley (May 29, 2025 14:42 MDT)
City Attorney