

**INTERLOCAL COOPERATION AGREEMENT**

**Between**

**SALT LAKE COUNTY**

**And**

**CITY OF MILLCREEK**

**THIS INTERLOCAL COOPERATION AGREEMENT** (“*Agreement*”) is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **SALT LAKE COUNTY** (“*County*”) on behalf of the Salt Lake County District Attorney’s Office, and **CITY OF MILLCREEK** (“*City*”).

**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. City requires legal services to prosecute violations of state and local laws occurring within City’s jurisdiction and filed before the Salt Lake County Justice Court.
- D. County, through the Salt Lake County District Attorney’s Office, has the resources available to provide the legal services City requires.
- E. County and City have agreed to have the Salt Lake County District Attorney’s Office to prosecute cases before the Salt Lake County Justice Court on behalf of City.
- H. The Parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

**AGREEMENT:**

**NOW, THEREFORE**, the Parties agree as follows:

Section 1. **Scope of Work.** County, through the District Attorney’s Office, shall provide all legal services related to the prosecution of violations of state and local law occurring within City’s jurisdiction and filed in the Salt Lake County Justice Court.

Section 2. **Term.** This Agreement shall remain in effect following execution by the Parties until June 30, 2017. This Agreement may be terminated by either Party upon two (2) months written notice.

Section 3. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

3.1. **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

3.2. **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's District Attorney or designee and the City's \_\_\_\_\_ or designee. The County District Attorney and City's \_\_\_\_\_ may, by mutual agreement, develop another process in place of a Joint Board to administer this Agreement.

3.3. **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

3.4. **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.

3.5. **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 4. **General Provisions.** The following provisions are also integral parts of this Agreement:

4.1. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

4.2. **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.

4.3. **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.

4.4. **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.

4.5. 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.

4.6. 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.

4.7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

4.8. Time of Essence. Time is the essence in this Agreement.

4.9. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

4.10. 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 States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

4.11. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

4.12. 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.

4.13. 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 State 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 State statute or County ordinances.

**IN WITNESS WHEREOF**, the City caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County caused this Agreement to be signed by the Mayor, or his designee.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

**CITY OF MILLCREEK**

By \_\_\_\_\_  
Mayor or Designee

**Approved As To Form and Legality:**

\_\_\_\_\_  
For Salt Lake County                      Date

\_\_\_\_\_  
For City of Millcreek                      Date