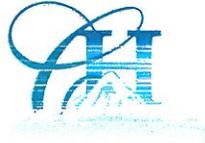




COTTONWOOD HEIGHTS CITY COUNCIL AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Business Meeting beginning at **7:00 p.m. on Tuesday, June 25, 2013**, at Cottonwood Heights City Council Chamber located at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah.

- 7:00 p.m. 1.0 WELCOME/PLEDGE/ACKNOWLEDGEMENTS**
- 2.0 CITIZEN COMMENTS**
(Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting)
- 3.0 REPORTS/PROCLAMATIONS/RECOGNITIONS**
- 3.1 Presentation of Certified Municipal Clerk (CMC) Designation to Kory Solorio, Deputy City Recorder**
- 3.2 Standing Monthly Reports**
- 1. Monthly Financial Report – City Treasurer David Muir**
(The finance department will provide a report of the city budget as of May 31, 2013)
 - 2. Unified Fire Report – Assistant Chief Mike Watson**
(Report by Assistant Chief Watson of medical and fire calls responded to by Cottonwood Heights stations during the month of May as well as other informational items from the Unified Fire Authority)
- 4.0 ACTION ITEMS**
- 4.1 Consideration of Ordinance No. 207-A Approving a General Plan Amendment (A/K/A Honeywood Cove General Plan Amendment)**
(The city will consider taking action to approve a general plan amendment on property located at 7941 South Wasatch Blvd., Cottonwood Heights, UT, to change the General Plan designation from Low-Density Residential to Medium-Density Residential)
- 4.2 Consideration of Ordinance No. 207-D Denying a General Plan Amendment (A/K/A Honeywood Cove General Plan Amendment)**
(The city will consider taking action to deny a general plan amendment on property located at 7941 South Wasatch Blvd., Cottonwood Heights, UT, to change the General Plan designation from Low-Density Residential to Medium-Density Residential)
- 4.3 Consideration of Resolution No. 2013-29 Approving Entry into an Interlocal Agreement with Salt Lake County for Homeless Services Program**
(This resolution will approve the city's entry into an interlocal with SLCO whereby the city annually will appropriate \$.35/resident to help fund a valley-wide homeless services program to be administered by SLCO, as recommended by COG)
- 5.0 ADJOURN BUSINESS MEETING AND RECONVENE WORK SESSION IN ROOM 250**



NOTICE OF COTTONWOOD HEIGHTS CITY COUNCIL WORK SESSION AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Work Session at **6:00 p.m. on Tuesday, June 25 2013**, in the Cottonwood Heights City Council Conference Room located at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, Utah

- 6:00 p.m.**
1. **Upcoming Events (20:00)**
 - a. **Bark in the Park**
(Councilman Peterson along with Ann Eatchel and Krissy Jones will report on the upcoming Bark in the Park event)
 2. **Review of Business Meeting Agenda (10:00)**
 3. **Public Relations Report (15:00)**
 - a. **Media Coverage**
(Public Relations Specialist, Stephanie Archibald, will provide a report on media coverage of city events)
 - b. **Valley Journal**
(A review of the upcoming articles for future editions)
 4. **Public Works Report (30:00)**
 - a. **Big Cottonwood Canyon Trail Project**
(Public Works Director Mike Allen will provide the Council with an update on the Trail Project)
 - b. **Union Park Improvement Project**
(Public Works Director Mike Allen will discuss an agreement with Questar Gas relating to the Union Park Improvement Project)
 - c. **7200 South Safe Sidewalk Project**
(Staff will provide a report on resolutions to certain impediments to completing the sidewalk project)
 5. **Planning Department Report (20:00)**
 - a. **Planning Commission and Architectural Review Commission Meetings**
(Staff will apprise the council on the 6/19 PC and 6/20 ARC meetings)
 - b. **Fort Union Park and Ride**
(Staff will discuss the use of Murray City's property for the park and ride)
 6. **Public Safety Reports (20:00)**
 - a. **Unified Fire Authority**
(Report from Assistant Chief Mike Watson on events of the week)
 - b. **Police Department**
(Report from Chief Robby Russo on noteworthy events of the week)
 7. **City Manager/Deputy City Manager Report (30:00)**
 - a. **Valley Emergency Communications Center**
(City Manager John Park will report on the recent Valley Emergency Communications meeting)

b. **Health Insurance Renewal**

(City Manager John Park and Deputy City Manager Linda Dunlavy will report on the health insurance benefits renewal)

c. **Public Works Bid Proposal Evaluation**

(Staff has been working with the bidders for our public works contract and will report on progress and timelines for evaluating the proposals.)

8. **Council and Mayor Reports (30:00)**

a. **Youth City Council – Councilman Bracken**

(Councilman Bracken will report on the Youth City Council recent activities)

b. **Jordan River Commission Meeting – Councilman Tyler**

(Councilman Tyler will report on the recent Jordan River Commission meeting)

c. **Association of Municipal Councils Meeting – Councilman Tyler**

(Councilman Tyler will report on the recent Association of Municipal Councils meeting)

d. **Wasatch Front Waste and Recycling District Board Meeting – Councilman Bracken**

(Councilman Bracken will report on the recent Wasatch Front Waste and Recycling District Board meeting)

8. **Calendar of Events (10:00)**

a. **Meet the Candidates Night – July 11th @7:00 p.m.**

b. **No Council Meeting on July 23rd, will meet the 30th instead.**

c. **CSD Principal & Teachers Luncheon – August 8 @ 12:00 pm**

d. **New Butler Middle School Ribbon Cutting – August 14**

e. **Schedule of Summer Activities**

1. **Bark in the Park – June 29 @ Mill Hollow**

2. **Movies in the Park – July 12 @ Mill Hollow**

3. **Butlerville Days – July 24 @ Butler park**

4. **Music Man – July 26,27,29 August 1,2,3 @ Brighton High School**

5. **Night Out Against Crime – August 6**

6. **Movies in the Park – August 9 @ Bywater**

7. **City Staff/Family Picnic – August 28 @ Mountview**

f. **New Butler Middle School Ribbon Cutting – August 14**

9. **Closed Meeting to Discuss Litigation, Property Acquisition and the Character and Professional Competence or Physical or Mental Health of an Individual**

10. **ADJOURN**

ACTION ITEMS

ITEM 4.1

ORDINANCE NO. 207-A

COTTONWOOD HEIGHTS

ORDINANCE NO. 207-A

AN ORDINANCE APPROVING A GENERAL PLAN AMENDMENT (A/K/A HONEYWOOD COVE GENERAL PLAN AMENDMENT)

WHEREAS, the “Municipal Land Use, Development, and Management Act,” UTAH CODE ANN. §10-9a-101 *et seq.*, as amended (the “*Act*”), provides that each municipality shall prepare and adopt a comprehensive, long-range general plan; and

WHEREAS, the Act requires the municipality’s planning commission to prepare the general plan and submit it to the municipality’s legislative body; and

WHEREAS, the Act also provides certain procedures for the municipality’s legislative body to adopt and amend the general plan; and

WHEREAS, on 26 July 2005, following full compliance with the procedures for formulation, public hearing and recommendation specified in UTAH CODE ANN. §§10-9a-401 through -404, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) enacted its Ordinance No. 24 adopting a general plan (with all previous amendments, the “*Plan*”) for the City; and

WHEREAS, as authorized by statute, the Plan includes a land use element and an official map (collectively, the “*Land Use Element*”) allocating to each parcel of land in the City a specific land use designation authorized by the Plan; and

WHEREAS, in response to an application (the “*Application*”) by John McGee to amend (the “*Amendment*”) the Land Use Element affecting certain realty located at approximately 7941 South Wasatch Blvd. in the City from Low Density Residential to Medium Density Residential, on 19 June 2013, following all required notices, a public hearing was held before the Planning Commission concerning the proposed Amendment, where citizens were given the opportunity to provide written or oral comment concerning the Amendment; and

WHEREAS, a photocopy of the Amendment to the Land Use Element of the Plan proposed by the Application is attached as an exhibit to this ordinance and is incorporated herein by this reference; and

WHEREAS, on 19 June 2013, following the public hearing on the Amendment, the Planning Commission voted to recommend the Amendment to the Council for adoption, and thereafter recommended that the Council approve the Amendment; and

WHEREAS, the Council met in regular meeting on 25 June 2013 to consider, among other things, approving and adopting the Amendment to the Land Use Element of the Plan; and

WHEREAS, at such public meeting, the Council accepted additional public comment concerning the Amendment; and

WHEREAS, after careful consideration of the recommendations of the Planning Commission, the comments at the public hearings and public meetings, and other pertinent information, and otherwise being fully advised, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to amend the Plan by adopting the Amendment to the Land Use Element as proposed by the Application, and to ratify the Plan, as so amended, as the City's general plan;

NOW, THEREFORE, BE IT ORDAINED by the city council of the city of Cottonwood Heights as follows:

Section 1. ***Adoption of New Plan.*** The Council hereby adopts the attached Amendment to the Land Use Element, and hereby ratifies the Plan, as so amended, as the City's general plan. From and after the effective date of this ordinance (this "*Ordinance*"), the Plan shall be deemed amended as specified by the Amendment for all purposes.

Section 2. ***Future Amendment of General Plan.*** Pursuant to the authority granted in the Act, the Council shall have, and hereby expressly reserves, the right to hereafter further amend the Plan at any time or from time to time hereafter for any purpose upon recommendation by the Planning Commission following all appropriate public notices and hearings required by the Act.

Section 3. ***Action of Officers.*** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. ***Severability.*** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. ***Repealer.*** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. ***Effective Date.*** This Ordinance, assigned no. 207-A, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute.

PASSED AND APPROVED this 25th day of June 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the Recorder's office this 25th day of June 2013.

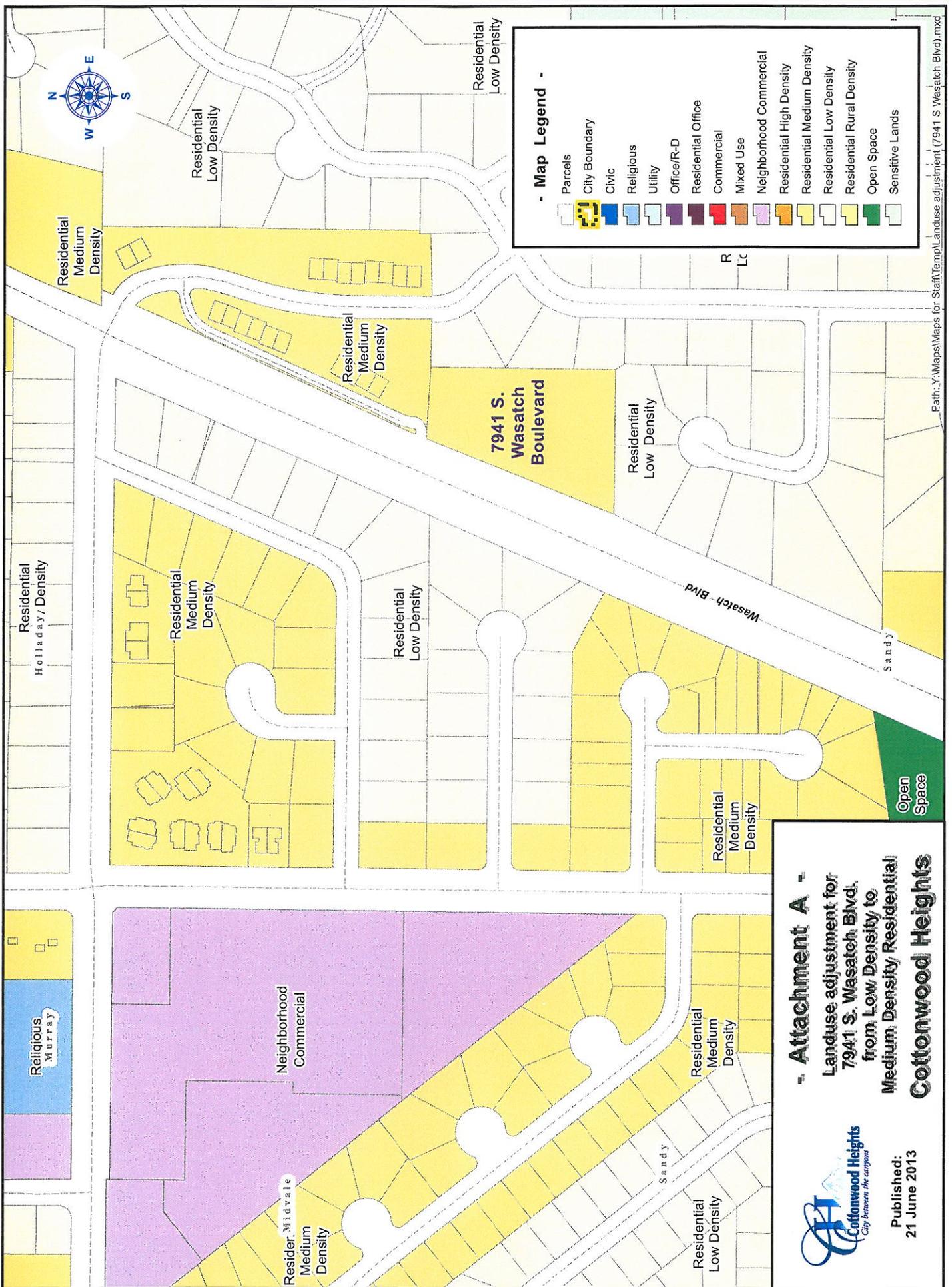
POSTED this ___ day of June 2013.

600409.1



- Map Legend -

- Parcels
- City Boundary
- Civic
- Religious
- Utility
- Office/R-D
- Residential Office
- Commercial
- Mixed Use
- Neighborhood Commercial
- Residential High Density
- Residential Medium Density
- Residential Low Density
- Residential Rural Density
- Open Space
- Sensitive Lands



- Attachment A -
 Landuse adjustment for
 7941 S. Wasatch Blvd.
 from Low Density to
 Medium Density Residential
Cottonwood Heights



Published:
 21 June 2013

ACTION ITEMS

ITEM 4.2

ORDINANCE NO. 207-D

COTTONWOOD HEIGHTS

ORDINANCE NO. 207-D

AN ORDINANCE DENYING A GENERAL PLAN AMENDMENT (A/K/A HONEYWOOD COVE GENERAL PLAN AMENDMENT)

WHEREAS, the “Municipal Land Use, Development, and Management Act,” UTAH CODE ANN. §10-9a-101 *et seq.*, as amended (the “*Act*”), provides that each municipality shall prepare and adopt a comprehensive, long-range general plan; and

WHEREAS, the Act requires the municipality’s planning commission to prepare the general plan and submit it to the municipality’s legislative body; and

WHEREAS, the Act also provides certain procedures for the municipality’s legislative body to adopt and amend the general plan; and

WHEREAS, on 26 July 2005, following full compliance with the procedures for formulation, public hearing and recommendation specified in UTAH CODE ANN. §§10-9a-401 through -404, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) enacted its Ordinance No. 24 adopting a general plan (with all previous amendments, the “*Plan*”) for the City; and

WHEREAS, as authorized by statute, the Plan includes a land use element and an official map (collectively, the “*Land Use Element*”) allocating to each parcel of land in the City a specific land use designation authorized by the Plan; and

WHEREAS, in response to an application (the “*Application*”) by John McGee to amend (the “*Amendment*”) the Land Use Element affecting certain realty located at approximately 7941 South Wasatch Blvd. in the City from Low Density Residential to Medium Density Residential, on 19 June 2013, following all required notices, a public hearing was held before the Planning Commission concerning the proposed Amendment, where citizens were given the opportunity to provide written or oral comment concerning the Amendment; and

WHEREAS, a photocopy of the Amendment to the Land Use Element of the Plan proposed by the Application is attached as an exhibit to this ordinance and is incorporated herein by this reference; and

WHEREAS, on 19 June 2013, following the public hearing on the Amendment, the Planning Commission voted to recommend the Amendment to the Council for adoption, and thereafter recommended that the Council approve the Amendment; and

WHEREAS, the Council met in regular meeting on 25 June 2013 to consider, among other things, approving and adopting the Amendment to the Land Use Element of the Plan; and

WHEREAS, at such public meeting, the Council accepted additional public comment concerning the Amendment; and

WHEREAS, after careful consideration of the recommendations of the Planning Commission, the comments at the public hearings and public meetings, and other pertinent information, and otherwise being fully advised, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to deny the proposed Amendment to the Land Use Element, notwithstanding the Planning Commission's recommendation for the Council to approve the Amendment;

NOW, THEREFORE, BE IT ORDAINED by the city council of the city of Cottonwood Heights as follows:

Section 1. ***Denial of Amendment.*** The Council hereby denies the attached Amendment to the Land Use Element.

Section 2. ***Future Amendment of General Plan.*** Pursuant to the authority granted in the Act, the Council shall have, and hereby expressly reserves, the right to hereafter further amend the Plan at any time or from time to time hereafter for any purpose upon recommendation by the Planning Commission following all appropriate public notices and hearings required by the Act.

Section 3. ***Action of Officers.*** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. ***Severability.*** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. ***Repealer.*** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. ***Effective Date.*** This Ordinance, assigned no. 207-D, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute.

PASSED AND APPROVED this 25th day of June 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the Recorder's office this 25th day of June 2013.

POSTED this ___ day of June 2013.

600410.1



- Map Legend -

- Parcels
- City Boundary
- Civic
- Religious
- Utility
- Office/R-D
- Residential Office
- Commercial
- Mixed Use
- Neighborhood Commercial
- Residential High Density
- Residential Medium Density
- Residential Low Density
- Residential Rural Density
- Open Space
- Sensitive Lands



- Attachment A -
 Landuse adjustment for
 7941 S. Wasatch Blvd.
 from Low Density to
 Medium Density Residential
Cottonwood Heights



Published:
 21 June 2013

ACTION ITEMS

ITEM 4.3

RESOLUTION NO. 2013-29

COTTONWOOD HEIGHTS

RESOLUTION NO. 2013-29

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR HOMELESS SERVICES PROGRAM

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

WHEREAS, the County and the City desire to participate in a multi-jurisdictional effort proposed by the Salt Lake County Council of Governments to create and fund an ongoing, regional program (the “*Program*”) for homeless services in the greater Salt Lake County metropolitan area; and

WHEREAS, the City and the County jointly desire to enter into an interlocal agreement (the “*Agreement*”) whereunder the parties will cooperate in creating and funding the Program on the terms and conditions specified in the Agreement; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 25 June 2013 to consider, among other things, approving the 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 the citizens of the City to approve the 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 the County be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-29, shall take effect immediately upon passage.

PASSED AND APPROVED this 25th day of June 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 25th day of June 2013.

RECORDED this ___ day of June 2013.

600411.1

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

COTTONWOOD HEIGHTS

THIS AGREEMENT is made and entered into this 25th day of June 2013, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“COUNTY”), and COTTONWOOD HEIGHTS, a municipal corporation of the State of Utah (the “CITY”). COUNTY and CITY may collectively be referred to as the “Parties”.

RECITALS

- 1) WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and
- 2) WHEREAS, the COUNTY and the CITY are “public agencies” as contemplated in Utah Code Ann. § 11-13-101, *et seq.* - Interlocal Cooperation Act; and
- 3) WHEREAS, the COUNTY and the CITY are desirous to take part in a multi-jurisdictional effort proposed by the Salt Lake Council of Governments (COG) to create and fund an ongoing, regional program for homeless services in the greater Salt Lake County metropolitan area; and

- 4) WHEREAS, it is beneficial for the COUNTY, the CITY and their respective citizens that the Parties cooperate in accomplishing the foregoing;
- 5) NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the Parties hereby agree as follows:

AGREEMENT

I. Scope of Services

a. COUNTY Agrees:

- i. Participate in the “Salt Lake Valley Council of Governments Homeless Services Fund” program (hereinafter “Fund”).
- ii. Establish and administer a special revenue account for the Fund.
- iii. Follow COG recommendations in expending monies contributed to the Fund.
- iv. Expend all monies received from the CITY under this Agreement as agreed to herein, and shall promptly reimburse the CITY for any such funds not so expended. The COUNTY shall provide the CITY a detailed accounting of all funds received from the CITY upon request of the CITY.
- v. Consult with representatives of the CITY and other participating local jurisdictions through the Council of Governments in making decisions concerning the administration of the Fund.

b. CITY Agrees:

- i. Participate in the Fund.
- ii. Make an annual contribution to COUNTY of \$0.35 per each resident of

the City residing there on January 1 of each year of this Agreement to the special revenue account described in this section.

- iii. Consult with representatives of the COUNTY and other participating local jurisdictions through the Council of Governments in making decisions concerning the administration of the Fund.

c. The Parties Mutually Agree:

- i. The Fund will serve program goals and as developed through the COG and its Human Services Subcommittee. The COG will make recommendations to the COUNTY for the expenditure of Fund monies.
- ii. The Fund will not supplant any existing COUNTY programs or funding for homelessness, nor shall monies contributed by the CITY to COUNTY hereunder be diverted or used for other COUNTY programs.
- iii. A citizen review board shall be established by the COG in order to make recommendations concerning how monies contributed to the Fund are spent.
- iv. Funding will be allocated by the parties as a part of their respective annual budgeting processes, and will be available July 1, 2013, and on again on July 1 of any succeeding year of this Agreement.
- v. Outcomes from the Fund programs will be reported at least annually to the COG and the parties.
- vi. Pursuant to section VI. of this Agreement, entitled "Non-funding," nothing in this Agreement shall be construed to bind the decision of the future legislative bodies of either party to continue funding or

participation in the Fund.

II. Term and Termination

The term of this Agreement shall commence on July 1, 2013, and shall continue until June 30, 2018. This Agreement may be renewed for subsequent five (5)-year periods at the mutual option of the parties under the same terms and conditions unless modified by Amendment.

The parties each reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any Subsequent Terms whenever either party determines, in its sole discretion, that it is in its interest to do so. The party electing to exercise this right shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination. Both parties agree that the terminating party's election to terminate this Agreement will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party, or any other claim or cause of action.

III. No Agency

No agent, employee, or servant of COUNTY or CITY 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. COUNTY and CITY 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. Each Party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this agreement.

IV. Severability

If any term or provision of the Agreement shall to any extent be determined to 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.

V. Liability and Indemnification.

Both Parties are governmental entities under the Governmental Immunity Act of Utah, (the “Act”), Utah Code Ann. § 63(G)-7-101, *et. seq.* Therefore, consistent with the terms of the 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 Act or any other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

VI. Non-funding

The parties intend to request the appropriation of funds to be paid for the services provided by this Agreement. If funds are not available beyond the last date of each entity’s respective fiscal year of any effective fiscal year of this Agreement, either party’s obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY or CITY 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 either party, 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 either party under this Agreement, that party shall promptly notify the other party of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

VII. Assignment and Delegation

Neither party shall assign any right nor delegate any duty under this Agreement without the express written and signed consent of the other Party.

VIII. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

IX. Governing Law, No Third Party Beneficiaries, Headings

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, the Ordinances of Salt Lake County, and the Municipal Code of the City, both as to interpretation and performance.

This Agreement is not intended to benefit any third party. The paragraph headings of this Agreement are inserted only for convince, and in no way define, limit, augment or describe the scope or intent of this Agreement not affect its terms and provisions.

X. Interlocal Cooperation Act Requirements

In satisfaction of the requirements of the Interlocal Cooperation Act (the "ICA"), Utah Code

Ann. §11-13-202, *et. seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party's legislative body pursuant to § 11-13-202.5 of the ICA;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to §11-13-202.5 of the ICA;
- c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to §11-13-209 of the ICA;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;
- e. No separate legal entity is created by the terms of this Agreement; and
- f. The Mayor of Salt Lake County and the Mayor of the City, or their designees, are designated as the joint administrators of this Agreement for all purposes of the ICA, pursuant to §11-13-207(1) of the ICA.
- g. COUNTY shall own all equipment, records and other things used to provide services under this Agreement. Upon termination, all such equipment, records, and other things shall remain the property of COUNTY.

XI. Counterparts

This Agreement may be executed in counterparts by COUNTY and CITY.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties execute this Agreement effective the 25th day of June 2013.

SALT LAKE COUNTY

By _____
Mayor or Designee

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Linda W. Dunlavy, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor