

RESOLUTION NO. 21-2

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF RANDOLPH AND RICH COUNTY
FOR LIMITING LIABILITY IN USE OF SHARED PROPERTY**

WHEREAS, Rich County is body politic and political subdivision of the State of Utah;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

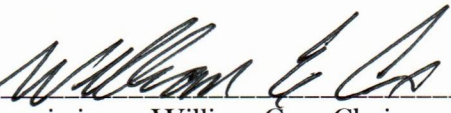
WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving Interlocal agreements before such agreements may become effective; and

WHEREAS, Rich County and Randolph Town have negotiated an Interlocal Cooperation Agreement for the purposes contained therein;

NOW THEREFORE, by the Board of County Commissioners of Rich County, Utah, that the Interlocal Cooperation Agreement ("Agreement") attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted for the purposes contained therein. The Board of County Commissioners hereby authorizes and directs the Chair to execute said Agreement along with any documents relating thereto for and on behalf of Rich County.


DATED this 3 day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
OF RICH COUNTY

By: 
Commissioner William Cox, Chair

Commissioner William Cox voted yes
Commissioner Sim Weston voted yes
Commissioner Jonathan Lee voted yes

ATTEST:


Rebecca Peart, Rich County Clerk

RANDOLPH TOWN
RESOLUTION 21-2

INTERLOCAL AGREEMENT

**A RESOLUTION OF RANDOLPH TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN RICH COUNTY AND
RANDOLPH TOWN FOR HOLD HARMLESS AND WAIVER OF
SUBROGATION.**

WHEREAS, Randolph Town is a municipal corporation duly organized and existing under the laws of the state of Utah;


WHEREAS, the Utah Interlocal Cooperation Act set forth in Title 11, Chapter 3 of the *Utah Code Annotated* permits governmental bodies to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Rich County and Randolph Town have negotiated an Interlocal Cooperation Agreement for the purposes contained therein;

WHEREAS, Rich County and Randolph Town both receive mutual benefit from participating in this Interlocal Cooperation Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Randolph Town, Utah, that the Interlocal Cooperation Agreement ("Agreement") attached hereto as Exhibit "A" and incorporated herein by this reference is approved and adopted for the purposes contained therein. The City Council hereby authorizes and directs the Mayor to execute said Agreement along with any documents relating thereto for and on behalf of Randolph Town.

PASSED AND APPROVED this 10 day of MARCH, 2021.



Mayor

ATTEST:



Town Clerk

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made by and between Rich County, a body politic of the State of Utah ("County"), and Randolph Town, a municipality of the State of Utah ("Town"), individually referred to as "Party" and jointly referred to as "Parties," in accordance with the provisions of the Interlocal Cooperation Act, §§11-13-101 et seq., Utah Code Annotated, 1953, as amended.

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, the Parties use and benefit from public property owned by the other; and

WHEREAS, this Agreement seeks to maintain the current uses of public property by the other Party and provide for the indemnification of the other for use of such public property; and

WHEREAS, each Party receive mutual benefit under this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

SECTION ONE TERM OF AGREEMENT

1. Term. This Agreement shall commence immediately upon the adoption of the required Resolution approving this Agreement on the date of adoption by the last Party. The term of this Agreement shall continue for the maximum time period allow for this Agreement under state law.
2. Termination. This Agreement may only be terminated in writing by one Party giving ninety (90) day notice to the other Party.

SECTION TWO SCOPE

3. Use. Each Party shall continue to use the public property of the other, as presently constituted, subject to this Section unless otherwise provided by separate subsequent agreement.

SECTION THREE RECORDS

4. Proof of Coverage. Whenever either Party authorizes use of the property for an event

held by a third party, the other party may request that they be named as an additional insured on any proof of coverage as may be needed. Any Party may request written proof of insurance coverage from the other Party under this Agreement.

5. Maintenance. Each of the Parties shall maintain records obtained under this Agreement in accordance with the applicable retention schedule and subject to state law for the same.

SECTION FOUR EMPLOYEES

6. Employees. It is the intent of this Agreement that County employees shall be deemed to be employees of County for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to County employees. Town employees shall be deemed to be employees of the Town for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to their employees.

SECTION FIVE HOLD HARMLESS AND WAIVER OF SUBROGATION

7. Property. Each Party shall hold the other harmless and waive rights of subrogation for any use of or damage caused to public property owned by the other, including the use of real property and facilities.

8. Liability. Each Party agrees to waive rights of subrogation against the other and hold the agents, officials, and employees of the other harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the other Party under the terms of this Agreement.

9. Immunity. Notwithstanding the foregoing, County and Town are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, et seq.) (“Governmental Immunity Act”). Neither County nor Town waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and Parties maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION SIX MISCELLANEOUS

10. Administration. This Agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. This Agreement shall be administered by the Parties hereto.

11. Amendment. This Agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and Town.

12. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:
- a. This Agreement shall not be effective until approved by resolutions of the Parties.
 - b. This Agreement shall be submitted to an authorized attorney for each Party who shall approve the agreement as being in proper form and compatible with the laws of the State of Utah.
 - c. The Parties agree that a signed copy of this Agreement will be filed with the keeper of the public records of each entity.
 - d. The Parties agree that they are not creating an interlocal entity by this Agreement.
 - e. No real or personal property is transferred, held, or disposed under this Agreement.

13. No Third-party Beneficiary. Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

14. Further Assurance. Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this Agreement.

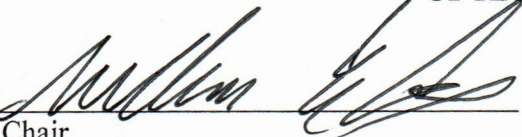
16. Governing Law. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement.

17. Headings. The section headings of this Agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

18. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall serve as one (1) Agreement.

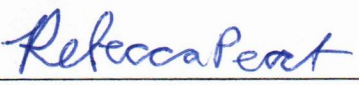
19. Entire Agreement. This document contains the entire Agreement and understanding between the Parties and constitutes the entire Agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

BOARD OF COUNTY COMMISSIONERS
OF RICH COUNTY

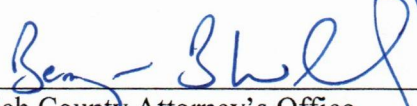
By 
Chair

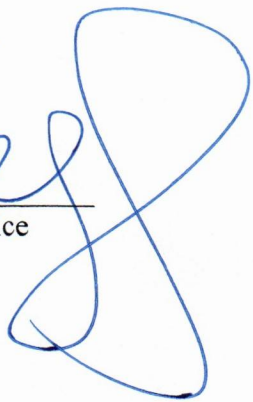
Date 3-3-21

ATTEST:

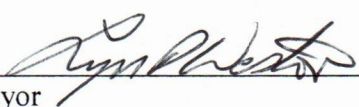

Rich County Clerk

Approved as to form and for
compliance with state law:


Rich County Attorney's Office

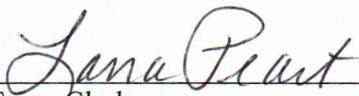


RANDOLPH TOWN

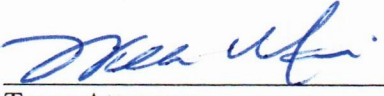
By 
Mayor

Date 3/10/21

ATTEST:


Town Clerk

Approved as to form and for
compliance with state law:


Town Attorney