Mapleton City

City Council Staff Report

July 20, 2016

Applicant: Mapleton City and Utah County
Prepared by: Camille Brown, City Recorder
Public Hearing: No

REQUEST:
To consider a resolution authorizing the Mayor to sign an Interlocal Agreement with Utah County for the provision of library services for Mapleton City.

BACKGROUND INFORMATION: In accordance with the terms of the existing arrangements for the operation of the Library Bookmobile Service.

(a) the State library and Utah County work under an arrangement whereby Utah State provides a Bookmobile Service in Utah County. This takes the form of a State subsidy plus administrative support.
(b) the County and the City have shared responsibilities including the provision of adequate space for parking the Bookmobile, funding arrangements- all of which are more specifically detailed in the Interlocal Agreement attached to this staff report.

FINANCIAL IMPLICATIONS: The City makes an annual contribution of $1,000 towards the operating costs of the Bookmobile services.
In addition to the staff costs associated with the operation of the Library and the City's Family Literacy Center, the City has hired Library Assistants to support the County staff in the operation of the library hours.

RECOMMENDATION: That the terms, conditions and obligations as set out in the Interlocal Agreement between Utah County and Mapleton City be approved and that the Mayor be authorized to execute the same.

ATTACHMENT:
1. Interlocal Cooperation Agreement

Agreement No. 2016-_____

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH COUNTY, UTAH, AND MAPLETON CITY REGARDING LIBRARY SERVICES

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as "COUNTY," and MAPLETON CITY, a political subdivision of the State of Utah, with its office located at MAPLETON, Utah, hereinafter referred to as "MAPLETON."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to establish a joint undertaking to provide library and bookmobile services for the residents of MAPLETON;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by the executive or executive

body of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from *July 1, 2016 until June 30, 2017*. This Interlocal Cooperation Agreement shall take effect upon its review as to proper form and compliance with applicable law by the Utah County Attorney's Office and the attorney for MAPLETON. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the keeper of the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records related to this Interlocal Cooperative Agreement in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by COUNTY and MAPLETON, at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Interlocal Agreement during this joint undertaking. The parties further agree that they will not acquire, hold, or dispose of any personal property during this joint undertaking.

Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and MAPLETON, for the purpose of a joint undertaking to provide library and bookmobile service for the residents of the unincorporated area of Utah County and for the residents of MAPLETON.

Section 4. MANNER OF FINANCING

The parties agree that they shall provide the following resources and/or assistance for this joint undertaking:

a. COUNTY shall allow the MAPLETON Library to be designated and used as COUNTY'S bookmobile repository.

b. MAPLETON shall provide the sum of $1,000 per year to COUNTY, and shall provide sufficient space to COUNTY for its bookmobile repository.

c. MAPLETON shall pay the above-mentioned sum to COUNTY on or before July 1, 2016.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, either party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other party.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Utah County Clerk/Auditor and with the official keeper of records of MAPLETON, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 8. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 9. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Interlocal Cooperation Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 10. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 11. SEVERABILITY

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

Section 12. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, on the dates listed below:

UTAH COUNTY

APPROVED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By:_____
Larry A. Ellertson, Chair

ATTEST: Bryan E. Thompson
Utah County Clerk/Auditor

By:_____
Deputy

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this _____ day of _____, 2016.

By: _____
David H. Shawcroft, Deputy
Utah County Attorney

MAPLETON CITY

APPROVED this _____ day of _____, 2016.

By:_____
Mayor

ATTEST: _____
City Recorder

REVIEWED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

_____
City Attorney

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