

**INTERLOCAL COOPERATION AGREEMENT BETWEEN WEBER COUNTY
AND THE WEBER-MORGAN HEALTH DEPARTMENT**

This Agreement is made and entered into by and between Weber County ("County"), a political subdivision of the State of Utah, and the Weber-Morgan Health Department ("Health Department"), an inter-local entity and political subdivision of the State of Utah (collectively, "Parties," or individually, "Party").

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act ("Act"), authorizes public agencies to enter into joint agreements for their mutual benefit; and

WHEREAS, the Parties hereto are public agencies as defined by the Act; and

WHEREAS, the Act provides that public agencies may sell, lease, give, or otherwise supply property to other public agencies through an interlocal agreement; and

WHEREAS, the Act also allows public agencies to appropriate funds, contribute personnel, and provide other services to one another; and

WHEREAS, the County has a statutory duty to operate and maintain a local health department for the use and benefit of Weber County residents; and

WHEREAS, the County, as part of that statutory responsibility, currently provides real property, personnel, and various administrative services to the Health Department; and

WHEREAS, in exchange for these services, the Health Department reimburses the County using its restricted local health department funds; and

WHEREAS, in an effort to ensure long-term stability of Health Department operations, the Parties find it necessary to formalize the provision of these services by the County through written an agreement in accordance with the Act;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, the Parties do agree as follows:

**SECTION ONE
LEASED PREMISES**

1. Leased Premises. The County, in consideration of the rents to be paid and the covenants to be performed and observed by the Health Department, does hereby lease Parcel #010270028, including the main and annex buildings located thereon and all available parking ("Leased Premises") to the Health Department. *See* Exhibit A for a full legal description of the Leased Premises.

2. Improvements. Subject to approval by the County, all capital improvements to the Leased Premises shall be the responsibility of the Health Department unless otherwise agreed through a written amendment to this Agreement.
3. Rent and Operation and Maintenance Costs. During the term of this Agreement, the Health Department agrees to pay the County rent as set forth below:
 - a. The Main Building located at 477 23rd Street is currently subject to a general obligation bond. The Health Department will continue making bond payments using its restricted health funds. Once the building is paid in full, the Health Department shall pay a \$1.00 per year in rent for the remainder of the Agreement.
 - b. The Health Department shall coordinate with the County's Comptroller to coordinate invoicing and payment due dates.
 - c. Health Department agrees to pay the total operation and maintenance costs of the Leased Premises, including any additional cost the County incurs in assisting with maintenance.
4. Use. The Leased Premises shall be used primarily as a site for the operation and maintenance of a local health department. The Health Department shall use and occupy the Leased Premises in a lawful, careful, and proper manner. It shall neither create or permit any nuisance or disturbance, nor commit any waste to the Leased Premises. It shall conform to and comply with all applicable laws, ordinances, rules, and regulations respecting use and occupancy of the Leased Premises.
5. Sublease. The Health Department shall have the right to sublease portions of the Leased Premises to other governmental entities and non-profits through a separate written agreement so long as the sublease does not violate the terms of the general obligation bond.
6. Covenants. The Parties agree to the following covenants with respect to the Leased Premises:
 - a. The Health Department shall procure any licenses and permits required for any use made of the Leased Premises and will provide County with copies.
 - b. The County agrees that upon the Health Department paying the rent when due and observing and performing all of the terms, covenants, and conditions of this Agreement, the Health Department may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Agreement without hindrance or molestation from the County or any persons lawfully claiming through the County.
 - c. All personal property, furnishings, equipment, trade fixtures, and all additions to

and/or improvements installed in or affixed to the Leased Premises at the expense of the Health Department that are susceptible of being removed from the Leased Premises without damage, unless such damage can be repaired by the Health Department to the satisfaction of the County, shall remain the property of the Health Department.

- d. The County shall not be responsible for any loss of or damage to property of the Health Department or of others located on the Leased Premises, except where caused by a willful act, omission, or negligence of the County, its agents, employees, volunteers, or contractors.
7. Insurance. The Health Department is a participating member of the Utah Counties Indemnity Pool (UCIP), a joint reserve fund authorized in accordance with the provisions of Utah Code Ann. § 63G-7-703. Membership is continuous until terminated in accordance with the terms of the UCIP Interlocal Agreement. The Health Department will provide County with a certificate of its membership in the joint reserve fund upon request.
8. Indemnification. The Health Department shall indemnify and hold the County harmless for any and all injuries, losses, claims, or damages to any person or property that occur on the Leased Premises or that arise out of the Health Department's use of the Leased Premises.
9. Surrender: The Health Department shall deliver up the Leased Premises to the County at the expiration of this Agreement in as good condition as when received, excepting reasonable wear and tear. If not so delivered, the Health Department shall pay all costs incurred by the County in cleaning or restoring the Leased Premises to such condition.

SECTION TWO SERVICES

1. Personnel. In accordance with Utah Code Ann. § 11-13-211(3), the County currently provides personnel to staff Health Department operations. Employees working for the Health Department are County employees and shall be entitled to receive all available benefits in accordance with their respective employment status. All employees working for the Health Department are subject to the County's personnel policies, including performance standards and disciplinary actions. The Health Department shall directly coordinate with the County's Human Resources' Department regarding administration of payroll and benefit services.
2. Accounting and Administration. The County currently provides certain accounting, audit, and procurement services to the Health Department. In utilizing these services, the Health Department shall comply with all applicable County policies and procedures, including providing all necessary documentation and access to all records relating to the accounts, deposits, and expenditures of the Health Department

as needed in relation to any and all audits conducted.

3. Legal. The County Attorney's Office shall provide legal services to the Health Department as required by Utah Code Ann. 26A-1-120.
4. Treasurer. The Weber County Treasurer shall serve as the treasurer of the Health Department as required by Utah Code Ann. 26A-1-118.
5. Cost. The County shall invoice the Health Department for these services in accordance with its cost allocation policy.
6. Policies. The Health Department shall comply with any applicable County policy in relation to the services provided under this Agreement. As a separate legal entity, however, the Health Department has authority to adopt stricter policies and procedures governing internal operations.

SECTION THREE TERM AND TERMINATION

1. Term. The term of this Agreement shall be fifty (50) years and shall commence when resolutions are signed by the Parties and filed with the keeper of records of each Party as required by the Act.
2. Termination. This Agreement may be terminated by a Party at any time by the delivering a one year written notice of termination. Notwithstanding the foregoing, the Parties may not terminate this Agreement during the term of any agreement entered into by the County or the Health Department to finance the acquisition or construction of capital improvements for the main and annex buildings unless both Parties consent in writing to termination.

SECTION FOUR MISCELLANEOUS

1. Amendment. This agreement may be changed, modified, or amended by written agreement of the Parties and upon meeting all applicable requirements of the Act.
2. Assignment. The rights, duties, powers, and obligations of this Agreement may not be transferred, assigned, or delegated without the consent of the Parties.
3. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any sections or provisions of this Agreement.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

5. Documents on File. Executed copies of this Agreement shall be placed on file with the keeper of records for each Party and shall remain on file for public inspection for the duration of this Agreement.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between the County and the Health Department and any prior written agreement or verbal understanding is made null and void by execution of this Agreement.
7. Joint Administration. The Parties agree that this Agreement shall be administered by the respective boards of the Parties or authorized designees.
8. Indemnification. Each Party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement. The Parties to this Agreement specifically claim the privileges, protections, and immunities of the Governmental Immunity Act of Utah and limits of liability contained therein.
9. Laws of Utah. This Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
10. Review by Authorized Attorney. In accordance with the provisions of Utah Code Ann. § 11-13-202-5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before it may take effect.
11. Rules of Construction and Severability. Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this Agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement. It is thus the intention of the Parties that each provision of this Agreement shall be deemed independent of all other provisions herein.
12. Warranty. Each Party represents and warrants that it is a public agency within the meaning of the Act, is authorized to execute and deliver this Agreement, and there is no litigation, legal action, or investigation between the Parties that would adversely affect this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Approved as to form:



Attorney for Weber County

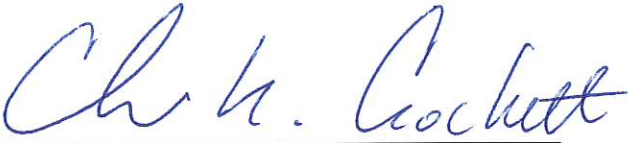
ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

WEBER-MORGAN HEALTH
DEPARTMENT

By _____
Neil Garner, Chair

Approved as to form:



Attorney for Weber-Morgan Health Department

ATTEST:

JoAnn Wengreen, Executive Secretary

EXHIBIT A

Leased Premises:

Main Building – 477 23rd Street, Ogden, Utah 84401

Annex Building - 455 23rd Street, Ogden, Utah 84401

Parcel 010270028

PART OF BLOCK 31, PLAT "A", OGDEN CITY SURVEY: DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 31, SAID POINT ALSO BEING 49.50 FEET SOUTH (SOUTH 0D58'28" WEST) AND 49.50 FEET WEST (NORTH 89D02'24" WEST) FROM THE OGDEN CITY SURVEY MONUMENT AT TWENTY-THIRD STREET AND ADAMS AVENUE AND RUNNING THENCE SOUTH 347.85 FEET (SOUTH 0D58'28" WEST 348.64 FEET), THENCE WEST 165.25 FEET (NORTH 89D02'17" WEST 165.35 FEET), THENCE SOUTH 34.02 FEET (SOUTH 0D58'21" WEST 33.65 FEET), THENCE WEST 166.84 FEET (NORTH 89D02'12" WEST 166.95 FEET), THENCE SOUTH 15.85 FEET (SOUTH 0D58'14" WEST), THENCE WEST 64.40 FEET (NORTH 89D02'17" WEST 64.54 FEET), THENCE NORTH 132.67 FEET (NORTH 0D58'11" EAST 132.71 FEET), THENCE EAST 28.51 FEET (SOUTH 89D02'19" EAST 28.57 FEET), THENCE NORTH 24.00 FEET (NORTH 0D58'12" EAST 24.12 FEET) THENCE WEST 32.00 FEET (NORTH 89D02'14" WEST 31.97 FEET) THENCE NORTH 108.67 FEET (NORTH 0D58'11" EAST 108.59 FEET), THENCE EAST 69.49 FEET (SOUTH 89D02'22" EAST 69.54 FEET) TO THE SOUTHWEST CORNER OF SAID LOT 7, THENCE NORTH 132.67 FEET (NORTH 0D58'14" EAST 132.71 FEET) TO THE SOUTH RIGHT OF WAY LINE OF TWENTY-THIRD STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 7, THENCE EAST 330.49 FEET (SOUTH 89D02'24" EAST 330.72 FEET) ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

