

**INTERLOCAL AGREEMENT FOR THE PROVISION
OF HUMAN RESOURCES SERVICES**

THIS AGREEMENT is entered into by and between the following parties: Weber County, a political subdivision of the State of Utah, and Morgan County, a political subdivision of the State of Utah.

RECITALS

WHEREAS, Title 11, Chapter 13 of the Utah Code, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements for their mutual benefit; and

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

WHEREAS, the provision of effective and efficient human resources services requires trained personnel with expertise in a variety of areas; and

WHEREAS, Weber County has the personnel and expertise to provide such services and is willing to provide such services pursuant to the terms of this Agreement; and

WHEREAS, Morgan County has determined that it is in its interest to contract with Weber County for the provision of human resources services;

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

**SECTION ONE
EFFECTIVE DATE AND TERM**

1. This Agreement shall take effect on the later of November 17, 2020, or the date on which all legal requirements have been satisfied for the Agreement to take effect.
2. This Agreement shall remain in effect through October 31, 2025, unless otherwise terminated as provided in this Agreement.
3. Either party may terminate this Agreement at any time by giving 90 days written notice of its intent to withdraw from the Agreement.

SECTION TWO SCOPE OF SERVICES

1. Included Services

Weber County shall provide the following services to Morgan County through the Weber County Human Resources Office:

- a. Execute human resources strategies and serve as subject matter experts in all human resources functional areas, programs, and practices, such as talent management, staffing, on-boarding, succession planning, employee relations, performance management, organizational effectiveness, training and development, labor relations, employment law, employee benefits, and human resources policies.
- b. Develop, recommend, and implement human resources policies and procedures; interpret policies; regularly review policies and procedures, and update them as needed.
- c. Administer the county employee benefit program; negotiate with benefit providers and administrators for program provisions, premiums, etc.; conduct research in benefit program enhancements and cost containment; issue requests for proposals for benefit programs, receive and review bids, make recommendations to the county council or commission; implement changes upon approval.
- d. Ensure compliance in fair hiring practices, FLSA, I-9, and other regulations as they pertain to hiring or employment status.
- e. Conduct investigations related to employee conduct, EEO, and Title VII as needed.
- f. Respond to and resolve requests for accommodation under ADA policy and procedures.
- g. Design and administer a county pay plan that includes salaries, wages, incentives, bonuses, leave, insurance, retirement, and other benefits; prepare and direct the administration of a position classification plan for all positions; conduct job analysis and salary surveys; apprise county council or commission on current salary and benefit statistics as needed to maintain a fiscally responsible, yet competitive salary and benefit package.
- h. Direct, develop, and administer county-wide performance management programs, employee recognition programs, and custom training programs; coordinate applicable training for various departments, upon request; assist employees to resolve work related problems.
- i. Monitor and advise elected officials/department heads relative to any action involving the status of an employee, including promotion, pay raise, discipline, termination, periods of leave, evaluations, and grievance procedures; maintain personnel action and employment records; resolve complex issues related to recruitment, selection, compensation, discipline, etc.
- j. Direct recruitment for vacant and newly created positions; determine testing procedures; certify eligibility lists and employment registers; approve finalists in

the recruitment process; monitor and verify that appointments are made in accordance with established policies and rules.

- k. Develop and manage the budget for the services provided.
- l. Collaborate and coordinate with Morgan County government agencies and program staff to assure the efficient provision of targeted services.
- m. Manage employee relations; counsel employees; conduct exit interviews.
- n. Perform job analysis on all new positions requested throughout the County; apply sound classification principles to ensure that all new positions are classified accurately; analyze and evaluate the position classification plan to determine where changes are required as position duties, conditions, and qualifications change; prepare class specifications and supporting data to effect revisions to the position classification plan; conduct job audits and field investigations to maintain an equitable system for administering salary increases, promotions, and advancements among employees.
- o. Conduct new employee orientation; provide information on payroll and benefits; receive, review, and process applications and changes for employee benefits; counsel with employees, retirees, and spouses to explain options and eligibility coverage under various benefits programs; enter benefit data on computer; notify insurance carriers of changes.
- p. Work closely with Morgan County Clerk/Auditor to advise on changes to regulatory requirements that affect payroll and benefit plan administration; assist in research, development, and implementation of changes in payroll and benefits plans and procedures.
- q. Generate reports for benefits and deductions; review for additions, deletions, and corrections; process deductions for payment; and reconcile reports.
- r. All other human resources services agreed upon by the parties.

SECTION THREE COMPENSATION

- 1. Morgan County shall pay Weber County \$1,500.00 per month, starting November 1, 2020, with payments made monthly.
- 2. On January 1, 2022, and on January 1 of each year thereafter, the monthly payment amount shall increase by 2%.

SECTION FOUR MISCELLANEOUS

1. Amendment

This Agreement may be amended by written agreement of the parties, upon adoption of a resolution by each of the parties and approval as to form by each respective attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.

2. Captions and Headings

The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this Agreement.

3. Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute the same instrument.

4. Documents on File

Executed copies of this Interlocal Agreement shall be placed on file in the office of the keeper of the records of each party and shall remain on file for public inspection during the term of the Agreement.

5. Employee Status and Legal Responsibility

Unless otherwise provided by law:

- a. All personnel employed by Morgan County are Morgan County employees and not employees of Weber County, and are obligated to abide by all of the rules and regulations of Morgan County.
- b. All personnel employed by Weber County are Weber County employees and not employees of Morgan County, and are obligated to abide by all of the rules and regulations of Weber County.
- c. Each party retains full legal responsibility, in every way, for its employees, including employment claims by employees and all other claims related to its employees.
- d. Morgan County expressly releases Weber County from all liability for claims by, or related to, Morgan County employees, arising from or related to this Agreement.
- e. Morgan County is responsible for providing all legal services related to its employment practices and decisions. This includes the responsibility to provide legal advice to the Weber County Human Resources Office related to this Agreement. The Weber County Attorney's Office shall not be responsible to provide legal advice to the Weber County Human Resources Office with respect to Morgan County employees or anything else related to the services provided under this Agreement.

6. Entire Agreement

This Agreement shall constitute the entire Agreement between the parties. Any prior agreement or understanding regarding the subject matter of this Agreement is made null and void by the execution of the Agreement.

7. Indemnification

Except as otherwise expressly stated in this Agreement, each of the parties agrees to indemnify and hold harmless the other party against any and all liabilities, claims, and costs arising out of or related to this Agreement that result from the wrongful or negligent acts or omissions of the indemnifying party, or anyone for whose actions the

indemnifying party is responsible. However, the Governmental Immunity Act of Utah shall apply fully to each party, and neither party waives any protections available to it under that Act.

8. Laws of Utah

It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

9. Non-Assignability

Neither party shall transfer or delegate any of its rights, duties, powers, or obligations under this Agreement without the consent of the other party.

10. Severability of Provisions

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters the Agreement. If the invalidation of the provision materially alters the Agreement, the parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the parties.

11. Additional Interlocal Cooperation Act Provisions

In satisfaction of the requirements of the Interlocal Cooperation Act (“Act”), the Parties agree as follows:

- a. 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 the Agreement may take effect.
- b. This Agreement shall be authorized and adopted by resolution by the legislative body of each party pursuant to and in accordance with § 11-13-202.5 of the Act.
- c. Immediately upon execution of this Agreement by the parties, either party may publish notice regarding this Agreement pursuant to § 11-13-219 of the Act.
- d. The parties agree that they are not creating an interlocal or separate entity by virtue of this Agreement.
- e. The parties agree that each party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- f. In accordance with §§ 11-13-206 and -207 of the Act, each party appoints its county executive, or, if the county executive is a multi-person body, the chair of the county executive body, as its administrator for all matters relating to its participation under the terms of this Agreement, unless the party notifies the other party in writing that it is designating a new administrator. To the extent that any administration of this Agreement becomes necessary, the parties’ administrators named above shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision.
- g. There is no joint budget. Each party shall supply at its own cost all personnel, equipment, supplies, and materials necessary to perform its obligations and intended actions as set forth in this Agreement. Each party will be responsible for

maintaining its own financial budget for both income and expenditures arising under this Agreement.

- h. This Agreement shall not constitute a joint venture between the parties. No party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, with the effective date written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

Ricky Hatch, CPA
Weber County Clerk/Auditor

By _____
Gage Froerer, Chair

Date: _____

Approved as to form and legality:

Courtlan P. Erickson
Courtlan Erickson
Deputy County Attorney

MORGAN COUNTY COUNCIL

ATTEST:

Stacy Clark
Stacy Clark
Morgan County Clerk/Auditor

By Robert McConnell
Robert McConnell, Chair

Date: 11/10/2020

Approved as to form and legality:

Jann Farris
Jann Farris
Morgan County Attorney