

AGREEMENT # _____
INTERLOCAL COOPERATION AGREEMENT BETWEEN
NORTH OGDEN CITY AND PLEASANT VIEW CITY FOR
STAFF ENGINEER SERVICES

This Agreement is made pursuant to the provisions of the Interlocal Cooperation Act, U.C.A. 11-13-1 and by and between North Ogden City a municipal Corporation of the State of Utah, hereinafter called the “NOC”, and Pleasant View City, a municipal Corporation of the State of Utah, hereinafter called “PVC”. NOC and PVC may be referred to individually as “Party” or collectively as “Parties”.

WITNESSETH

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits local governmental units to make the most efficient use of their powers to provide the benefit of economy of scale, and authorizes public agencies of the State of Utah to enter into agreements one with another for the purpose of exercising on a joint and cooperative basis any powers, privileges and authority exercised or capable of being exercised by such public agencies; and

WHEREAS, North Ogden City has a desire to bring several administrative engineering functions in house to help manage projects, attend meetings, development reviews and other general services; and

WHEREAS, Pleasant View City has a desire to bring several administrative engineering functions in house to help manage projects, attend meetings, development reviews and other general services; and

WHEREAS, both cities believe that there will be a significant benefit to having one individual perform these general engineering services for the cities:

NOW THEREFORE, the parties agree with one another as follows:

ARTICLE ONE
TERM

This Agreement shall be for a period of twenty four (24) months commencing ~~October 15~~July 1, 2019, and ending ~~October 14~~June 30, 2021, if approved by appropriate resolution of each party. This agreement may be renewed for a subsequent twenty four (24) months upon mutual agreement of both parties. This agreement may be terminated at any time by either party upon six (6) months prior written notice to the other party.

ARTICLE TWO PURPOSE

The purpose of this Agreement is for providing adequate engineering services to meet the needs of the North Ogden and Pleasant View Communities.

ARTICLE THREE COSTS

- 1) **COSTS PAID BY NORTH OGDEN CITY** – North Ogden will provide the following services/contributions:
 - a) NOC will employ the Engineer as a full time employee with entitlement to all the benefits provided under the North Ogden City Personnel Policy.
 - b) NOC will provide general liability and professional insurance for the Engineer for all projects which are North Ogden City projects. NOC shall indemnify PVC from any liability arising out of the performance of duties by the Engineer for NOC.
 - c) NOC will provide the supervision and Human Resources support for the Engineer.
 - d) NOC will provide the office space in the Public Works Building, cell phone, and technical support services necessary for completion of the various tasks to be performed by the Engineer.
 - e) NOC will provide all software and other necessary items required for the completion of the engineering activities required by NOC including the standard suite of Windows Office. In the event that some engineering software is utilized for both communities NOC will pay for 50% of the software costs and licensing fees.
- 2) **COSTS PAID BY PLEASANT VIEW CITY** – Pleasant View City will provide the following services/contributions:
 - a) PVC will reimburse NOC for ~~50~~40% of the salary, benefits, and cell phone costs of the Engineer on a quarterly basis.
 - b) PVC will provide and pay for all software which is required by PVC and not utilized by NOC for their engineering services. In the event that some engineering software is utilized for both communities PVC will pay for ~~50~~40% of the software costs and licensing fees.
 - c) PVC will provide general liability and professional insurance for the Engineer for all projects which are Pleasant View City projects. PVC shall indemnify NOC from any liability arising out of the performance of duties by the Engineer for PVC.

**ARTICLE FOUR
SUPERVISION AND HOURS**

1) DIRECT SUPERVISION –

- a) Each Party shall be responsible for supervision of the Engineer while they are performing work for their City.
- b) Disciplinary actions will be handled by the NOC Human Resource Department where the Engineer is employed.

2) HOURS

- a) Each Party shall be entitled to receive half of the hours per pay period on average. Both parties agree and understand that the Engineer is a professional and shall be allowed to allocate their hours based upon the specific project loads between the two communities. Periodic evaluations shall occur to help the Parties determine if the PVC reimbursement obligation to NOC is adequately representing the workload divided between the two communities.

3) HIRING

- a) Each Party shall be entitled to participate in the interviewing process and have an equal vote in the candidate ultimately selected for the position.

**ARTICLE FIVE
VEHICLE EXPENSES**

The parties will split the vehicle fuel, maintenance, and insurance at ~~50~~60% NOC and 40% PVC% each.

**ARTICLE SIX
INSURANCE**

Each Party shall be responsible to maintain professional and general insurance on the Engineer for the work performed under this contract.

**ARTICLE SEVEN
TAXES**

The NOC shall pay any employment taxes required under State and Federal Law.

**ARTICLE EIGHT
INDEMNIFICATION**

Each of the parties to this Agreement agrees to defend, hold harmless and indemnify the other party for the wrongful or negligent acts of their respective employees, agents, volunteers and invitees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses including reasonable counsel fees and expenses of investigation, which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property or both; provided, however, that in no event shall the indemnification obligation of

either party hereunder exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or similar provision in effect at the time judgement is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled.

**ARTICLE NINE
ADMINISTRATION**

The NOC and PVC do not intend and do not create any separate legal entity to provide for the administration of this Agreement. This Agreement shall be administered by the governing bodies of each party and each party shall appoint one person as an administrative contact to facilitate the performance of this Agreement. The MAYOR of each City shall serve as the administrator of this Agreement on behalf of NOC and PVC.

**ARTICLE TEN
AMENDMENT**

The Interlocal Agreement may be changed, modified or amended by written agreement of NOC and PVC, upon adoption of an appropriate resolution by each party.

**ARTICLE ELEVEN
GOVERNING LAW**

This Agreement shall be governed and construed by the laws of the State of Utah.

**ARTICLE TWELVE
ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between NOC and PVC and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party.

**ARTICLE THIRTEEN
PARAGRAPH HEADINGS**

Titles to paragraphs in this Agreement are solely for the convenience of the parties and should not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

Dated ~~this 14th~~ this th day of ~~November~~ _____, 2019~~7~~

North Ogden City

BY _____
Mayor, North Ogden City

BY _____
Mayor, Pleasant View City

ATTEST:

ATTEST:

North Ogden City Recorder

Pleasant View City Recorder

Approved as to form
North Ogden City Attorney

Approved as to form
Pleasant View City Attorney