

RESOLUTION 13-2020

A RESOLUTION OF NORTH OGDEN CITY ADOPTING AN INTERLOCAL AGREEMENT FOR THE NORTHVIEW SENIOR CENTER SERVICE BETWEEN NORTH OGDEN CITY AND WEBER HUMAN SERVICES

WHEREAS, the City Council of North Ogden City (the "Council") is empowered under the provisions of Utah Code § 11-13-101 et. Seq. to enter into Interlocal agreements with other governmental entities; and

WHEREAS, the City Council owns the real estate on which is located the Northview Senior Center; and

WHEREAS, the City Council desires to work with Weber Human Services to provide services to the senior citizens of North Ogden City and Weber County, which services shall include health, social, nutritional, educational, and transportation programs and activities of older individuals:

NOW THEREFORE, the City Council hereby resolves as follows:

The attached Interlocal agreement is adopted and accepted by North Ogden City for the purposes of providing services to the Northview Senior Center.

Effective Date. This Resolution shall take effect upon its adoption by the North Ogden City Public Body.

PASSED and APPROVED this 14th day of July, 2020.

North Ogden City:



S. Neal Berube
North Ogden City Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	
Council Member Barker:	___	___	(excused)
Council Member Cevering:	<u>X</u>	___	
Council Member Ekstrom:	<u>X</u>	___	
Council Member Stoker:	<u>X</u>	___	
Council Member Swanson:	<u>X</u>	___	
(In event of a tie vote of the Council):			
Mayor Berube	___	___	

ATTEST:

S. Annette Spendlove
S. Annette Spendlove, MMC
City Recorder

RESOLUTION NO. _____

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
NORTH OGDEN CITY AND WEBER HUMAN SERVICES
TO PROVIDE SENIOR SERVICES**

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, 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, North Ogden City and Weber Human Services have negotiated an Agreement for the purpose of providing Senior Services;

NOW THEREFORE, the Board of Directors of Weber Human Services hereby resolves to enter into an Interlocal Agreement with North Ogden City for the purposes authorized in the attached Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Board of Directors is authorized and directed to execute the Interlocal Agreement for and on behalf of Weber Human Services.

Dated this _____ day of _____,



CHAIRMAN, BOARD OF DIRECTORS

AGREEMENT #A15-2020

**INTERLOCAL COOPERATION AGREEMENT BETWEEN WEBER
HUMAN SERVICES AND NORTH OGDEN CITY FOR
SERVICES TO THE NORTHVIEW SENIOR CENTER**

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 "City", and Weber Human Services, a political subdivision of the State of Utah, hereinafter called "WHS".

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, the City owns the real estate on which there is located the Northview Senior Center; and

WHEREAS, WHS desires to work with City to provide services to the senior citizens of North Ogden City and Weber County, which services shall include health, social, nutritional, educational and transportation programs and activities for older individuals:

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

**ARTICLE ONE
TERM**

This Agreement shall be for a period of thirty-six (36) months commencing **1 July 2020, and ending 30 June 2023**, if approved by appropriate resolution of each party. 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 facilities and services to meet the needs of the senior citizens in the northern part of Weber County.

**ARTICLE THREE
SERVICES**

A. **PROVIDED BY WHS** - WHS through its Aging Programs will provide services to the senior citizens of North Ogden City and Weber County pursuant to the Older Americans Act, as follows:

1. Transportation - WHS shall provide transportation as mandated by the Older Americans Act through "The Ride". This service will be for the purpose of transporting senior citizens for medical, shopping and senior center activities subject to funding limitations.
2. Reports - WHS shall provide for the reporting of statistical information pursuant to federal and state reporting guidelines for services provided to senior citizens in Weber/Morgan area subject to funding limitations.
3. Health Related Services - WHS shall provide disease prevention and health promotion services which may include Health Risk Assessments, Health Screening, Nutrition Counseling and Education, Health Promotion Programs, Physical Fitness Programs, Home Injury Control Programs, Mental Health Screening and Education Programs, Preventive Health Programs, Social Services and Follow-up Health Services subject to funding limitations.
4. Outreach Information - WHS shall provide outreach information and assistance linking senior citizens with community support resources pursuant to the requirements of the Older Americans Act subject to funding limitations.
5. Nutritional Services - WHS shall provide at least one hot meal per day in a congregate meal setting for at least five (5) days a week excluding state and national holidays. This meal will contain at least one-third of the recommended daily allowances required by the National Nutrition Board subject to funding limitations.
6. Legal Assistance - WHS shall provide legal assistance pursuant to the requirements of the Older Americans Act subject to funding limitations.

B. **SERVICES PROVIDED BY CITY** - The City does not provide any senior services, but allows for non-profit groups to utilize the facility for their senior related activities at no cost. Use of the building located at 485 E. 2550 N. for the purposes of services identified in Article Three subsection A by WHS.

ARTICLE FOUR
COST AND EXPENSE ALLOCATION AGREEMENT

- A. WHS agrees to pay for:
1. Fifty percent (50%) of the director's salary, including benefits.
 2. Nutrition program costs.
 3. Cost of kitchen help, serving equipment and meals.
 4. Costs associated with transportation programs.
 5. Health promotion costs.
 6. Outreach information costs.
 7. The cost of office equipment, and supplies.
 8. Telephone expenses of fifty percent (50%) of the telephone expenses.
- B. City shall pay for:
1. Fifty percent (50%) of the director's salary including benefits. The City agrees that the director shall be an employee of WHS.
 2. Remaining costs of telephone expenses.
 3. All costs relating to interior and exterior building maintenance and repair, including landscape maintenance. City shall also pay for and be responsible for snow removal.
 4. All costs of utilities except telephone expenses which shall be paid as specified above.
 5. No other costs shall be covered by the City unless specifically agreed to in writing.
- C. Users including North View Senior Citizens Board shall collect and keep their own revenues and pay for:
1. All costs related to individual group Educational Activities.
 2. All costs related to individual group Recreational Activities.
 3. All costs related to individual group Social Activities.
 4. All Special Supplies including but not limited to ceramics, porcelain, paints, etc.
- D. City shall pay WHS on a semi-annual basis for its share of documented costs accrued pursuant to this Agreement. Payment shall be made by the tenth of the month following the end of the billing cycle in which such costs have accrued.
- E. Each entity shall procure all items necessary to provide the services outlined in this agreement. Such property shall remain the property of the respective entity. All real and personal property, purchased or maintained by the respective parties as herein agreed, shall remain the sole and exclusive property of the party bearing the cost

thereof, but may be used, held and disposed of by either party as necessary to fulfill the purposes of this Agreement.

- F. Each entity is responsible for its own budget.
- G. At the termination of this Agreement each entity shall receive back all property purchased or donated to their specific organization.

**ARTICLE FIVE
ALLOCATION OF DONATED REVENUES**

- A. WHS shall receive all donated revenues related to programs conducted pursuant to the Older Americans Act including but not limited to transportation and meal programs.
- B. City shall receive some donated revenues which shall be used in accordance with the stipulations placed upon the donation.
- C. North View Senior Citizens Board shall receive donated revenues related to social, recreational and educational programs implemented through them or in accordance with stipulations placed on the donation.

**ARTICLE SIX
INSURANCE**

The City, at its own cost and expense, will insure the building including fixtures against fire with such additional coverage as the City may elect to procure. WHS shall secure and maintain liability insurance at a minimum of **\$3,000,000** per occurrence, and which cover the City against claims that may arise from programs and services offered by WHS and individuals who come to the senior center for the WHS programs and services.

**ARTICLE SEVEN
TAXES**

The City shall pay any real estate tax assessments on the Center.

**ARTICLE EIGHT
ADA COMPLIANCE**

The City agrees to ensure that the Center complies with the provisions of the Americans with Disabilities Act and regulations promulgated thereunder.

**ARTICLE NINE
INDEMNIFICATION**

Each of the parties to this Agreement agrees to 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 TEN ADMINISTRATION

The City and WHS 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 City Administrator/Manager shall serve as the administrator of this Agreement on behalf of the City. The Director of WHS or his/her designee shall serve as administrator of this Agreement on behalf of WHS.

ARTICLE ELEVEN NORTHVIEW SENIOR CENTER DIRECTOR

- A. The Northview Senior Center Director shall be an employee of WHS. When the position of Director of the Northview Senior Center becomes vacant, a new Director shall be selected through a screening process in accordance with the Personnel Policies and Procedures adopted by WHS and with the concurrence of the North Ogden City Administrator/Manager. The City shall be allowed to appoint one individual to any committee formed for the hiring, firing, or changes to compensation for the director's position. Each entity shall have an equal vote in the ultimate decision and recommendation on the hiring, firing, and salary changes.
- B. The City shall bear no liability for direct payment of the salary or benefits of the Director, nor shall the City assume any liability with respect to the employment or supervision of the Director except as provided for in this Agreement.

ARTICLE TWELVE AMENDMENT

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

ARTICLE THIRTEEN

GOVERNING LAW

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

**ARTICLE FOURTEEN
ENTIRE AGREEMENT**

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

**ARTICLE FIFTEEN
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.

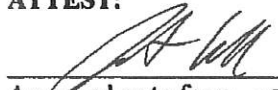
Dated this _____ day of _____, 2020

North Ogden City

BY 
Mayor, North Ogden City

BY 
Chair, WHS Board of Directors

ATTEST:


Approved as to form
North Ogden City Attorney

Approved as to form
WHS Legal Counsel

ATTEST:


City Recorder



Secretary