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RESOLUTION 2001-1

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN TOOELE COUNTY, WENDOVER CITY AND
THE WENDOVER SENIOR CITIZENS REGARDING THE
WENDOVER COMMUNITY BUILDING**

WHEREAS, it is in the public interest and welfare of the residents of Tooele County that the the Board of County Commissioners (Board) of Tooele County, Utah (County) enter into an Interlocal Agreement with Wendover City and the Wendover Senior Citizens to address issues regarding the senior citizens' community building located in Wendover; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated 11-13-1, et seq., 1953, as amended, any two or more public agencies, as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental services, activities or undertaking which each public agency entering into the contract is authorized by law to perform, but that the agreement is to be authorized by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COMMISSION, as follows:

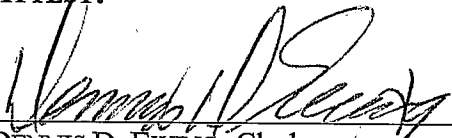
1. The Agreement, as attached hereto, entitled "Interlocal Agreement Between Tooele County, Wendover City and the Wendover Senior Citizens is hereby accepted and approved. The chair of the board is authorized to execute and the county clerk to attest and seal that Agreement for and in behalf of Tooele County.

Res. 2001-1


2. This Resolution shall take effect immediately upon its approval and adoption by the Board and its filing in the office of the Tooele County Clerk.

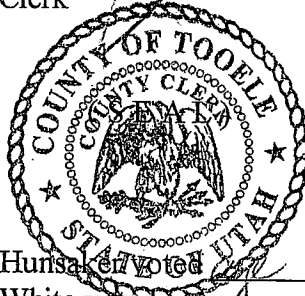
DATED this 2nd day of January 2001.

ATTEST:


DENNIS D. EWING, Clerk


TOOELE COUNTY LEGISLATIVE BODY


TERYL HUNSAKER, Chairman



Commissioner Hunsaker voted *ay*
Commissioner White voted *ay*
Commissioner Rockwell voted *ay*

APPROVED AS TO FORM:


DOUGLAS J. AHLSTROM
Tooele County Attorney

INTERLOCAL COOPERATION AGREEMENT
BETWEEN TOOELE COUNTY,
THE CITY OF WENDOVER AND
THE WENDOVER SENIOR CITIZENS
REGARDING THE WENDOVER COMMUNITY BUILDING

SECTION I - CONTRACTING PARTIES: THIS AGREEMENT, made and entered into this 1st day of November, 2000, is by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (Hereinafter referred to as "County") the CITY OF WENDOVER, a municipal corporation of the State of Utah, (hereinafter referred to as "City"), and the WENDOVER SENIOR CITIZENS.

WITNESSETH:

SECTION II - PURPOSE: This interlocal cooperation agreement is for the purpose of defining the parties' responsibilities regarding the senior citizens community building in Wendover, Utah. The building is owned by City and is located at 112 East Moriah Avenue. The County's Department of Aging is generally responsible for activities conducted there. This agreement is made pursuant to Utah Code Annotated 11-13-1, et seq. No separate legal or administrative entity is created hereby. In consideration of the mutual covenants and promises, the parties agree as follows:

SECTION III - COUNTY'S RESPONSIBILITY:

1. Pay all heating and electrical bills generated for this building and to illuminate each night the flagpole outside the building.
2. Upgrade rest rooms to meet current building codes (disabled accessibility).
3. Finish and furnish the kitchen to meet all State and County food handler requirements.

SECTION IV - CITY'S RESPONSIBILITY:

1. Maintain ownership and insurance for the building, its contents and the outside appurtenances.
2. Provide water, sewer and garbage utilities at no cost.
3. Help with minor repairs and upkeep to building.
4. Set up a special financial fund for the Community Building. Said fund shall be funded from building rents, use fees and other charges associated with the Community Building.
5. Apply for the furnish grant monies for operations and future improvements for the building.
6. Provide flags for the exterior flagpole.
7. Authorize and approve, through its ordinary budget and expenditure processes, the use of funds collected under subparagraph IV.4. above.

SECTION V - WENDOVER SENIOR CITIZENS RESPONSIBILITY:

1. Perform general cleaning and upkeep of building and grounds.
2. Make minor repairs.
3. Schedule the building.
4. Establish and collect all building rents, use fees and charges and ensure deposits are made to City's special financial Community Building financial fund within two (2) days of receipt.
5. Make sure the building is locked at times it is not in use, unlock the building for use, and provide a responsible person to oversee events.

SECTION VI - OTHER

1. City functions, if scheduled, will have first priority over senior citizens functions, and shall be held at no cost to city.
2. The resource council, which is an informal group of interested community and government leaders, will be allowed to use building once a month at no charge.
3. County will be allowed to use building at no charge.
4. No equipment will be allowed to leave the building, including tables, chairs, cooking and serving utensils.
5. The Building will not be used for storage of any items other than items belonging to building.
6. A Community Building Board will be appointed to set the directive and make final approvals. The board will consist of the Tooele County senior citizens coordinator, the Wendover City Administrator, and three(3) senior citizens who will be appointed by and serve at the pleasure of the governing body of Wendover City.
7. Each party hereto shall bear its own costs as they relate to that party's responsibilities.

SECTION VII - LIABILITY: It is expressly agreed between the parties hereto that any claim against either party for compensation for any loss, damage, personal injury, or death occurring in consequence for the performance of this agreement, is hereby waived.

SECTION VIII - TERM AND TERMINATION: This agreement shall take effect upon its execution by the parties. This agreement shall remain in full force and effect thereafter for a

term of one year and shall continue thereafter on a year-to-year basis unless terminated at any time by either party, provided, however, that such termination shall not be effective until ninety (90) days after the terminating party gives notice of its intention to terminate, and such notice is received by the other party.

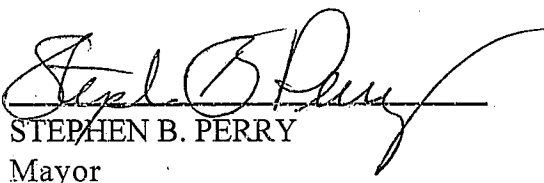
SECTION IX - NOTICE: Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

County: Tooele County
47 South Main Street
Tooele, UT. 84074

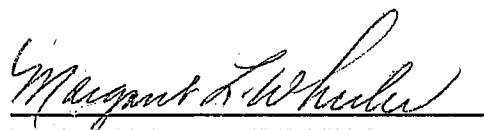
City: City of Wendover
Office of the Mayor
P.O. Box 430
Wendover, UT. 84083

SECTION X - SEVERABILITY: If during the term of this agreement, it is found that a specific clause of this agreement is declared unlawful, the remainder of the contract not affected by such a ruling shall remain in full force.


CITY


STEPHEN B. PERRY
Mayor

ATTEST


MARGARET L. WHEELER
City Recorder
Seal:

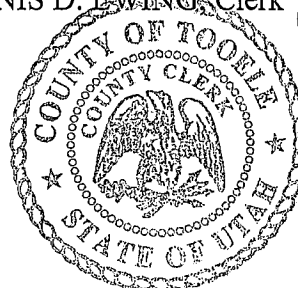
COUNTY


TERYL HUNSAKER
Chair, Tooele County Commission

ATTEST


DENNIS D. EWING, Clerk

Seal:

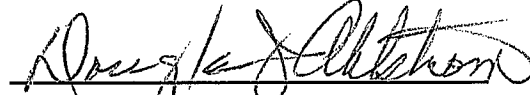


Approval as to form:

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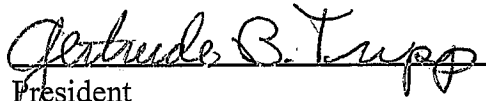


Mark F. Bell
Wendover City Attorney



Douglas J. Ahlstrom
Tooele County Attorney

WENDOVER SENIOR CITIZENS


President