

RESOLUTION 15-13

ROLL CALL

VOTING	YES	NO
STEVE LEIFSON Mayor (votes only in case of tie)		
RODNEY DART City Council member	X	
RICHARD M. DAVIS City Council member	X	
BRANDON B. GORDON City Council member	X	
MIKE MENDENHALL City Council member	X	
KEIR A. SCUBES City Council member	X	

I MOVE this resolution be adopted: Council member Gordon

I SECOND the foregoing motion: Council member Scubes

RESOLUTION No. 15-13

RESOLUTION OF THE SPANISH FORK CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH SALEM CITY FOR LEGAL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, Spanish Fork City and Salem City have shared legal services for many years; and

WHEREAS, the legal department is adding a part-time prosecutor which is causing the allocation of obligations to be modified;

NOW, THEREFORE, be it resolved by the Spanish Fork City Council as follows:

1. Spanish Fork City hereby approves the interlocal agreement with Salem City to share legal services and hereby authorizes the mayor of Spanish Fork City to execute the same.
2. This Resolution shall become effective upon adoption and execution by Spanish Fork and Salem Cities.

DATED this 4th day of August, 2015.

Attest:


Kent R. Clark, City Recorder




STEVE LEIFSON, Mayor

**SPANISH FORK/SALEM INTERLOCAL AGREEMENT
TO SHARE A FULL TIME LEGAL DEPARTMENT**

This agreement is made and entered into this 4 day of August 2015 by and between Spanish Fork City and Salem City, municipal corporations of the State of Utah, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-1 et seq. (1953 as amended).

RECITALS

WHEREAS, Spanish Fork City and Salem City are adjacent municipalities currently sharing a full time city attorney and staff; and,

WHEREAS, extremely rapid growth recently occurred in both cities, making the prospects of a full-time legal department desirable; and,

WHEREAS, by combining resources a full-time legal department can be justified, to the benefit of both cities; and

WHEREAS, the full time attorney arrangement currently existing between the cities has evolved into a full time legal department with the knowledge and consent of each city in order to meet the demands of recent rapid growth and the increasing complexity of municipal law; and

WHEREAS, growth has created the need to add a part time attorney to do prosecution work for each city, which also adjusts the allocation of work between each city;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1 - DEFINITIONS

1. Spanish Fork means Spanish Fork City, a municipal corporation of the State of Utah located in Utah County.
2. Salem means Salem City, a municipal corporation of the State of Utah located in Utah County.
3. Attorney means an individual licensed by the Utah State Bar Association to

practice law within the State of Utah and before the courts of the State of Utah.

4. Budget means the annual budget designated for a full-time legal department, including staff (both attorneys and non-attorneys), wages, benefits, supplies, equipment, training, and other items typical of a municipal legal department.

5. Billing period means the monthly period commencing with the 1st day of each month through the last day of each month.

6. Fiscal year means the twelve month period commencing July 1 through the following June 30.

SECTION 2 - PURPOSE, TERM, and TERMINATION

The purpose of this agreement is to provide joint funding to provide a full-time legal department to represent each of the cities, their boards, and commissions.

The term of this agreement shall be for six years, commencing the 1st day of July 2015, and will be automatically renewed for a like term thereafter, unless terminated prior thereto. Either party may terminate this agreement by giving the other 120 days written notice prior to the end of each fiscal year.

SECTION 3 - PROVIDING FOR A FULL TIME LEGAL DEPARTMENT

Spanish Fork shall provide a full time legal department, whose staff (both attorneys and non-attorneys) shall be employees of Spanish Fork. The legal department will provide legal services for each city. The department head shall act as city attorney for Spanish Fork and Salem.

Salem agrees to pay a percentage of the legal department budget as set forth in Section 4.

SECTION 4 - ALLOCATION OF EXPENSES

Spanish Fork shall prepare a budget for a full time legal department, including appropriate staff (both attorneys and non-attorneys) benefits, wages, supplies, equipment, and related items. This shall be provided to Salem a minimum of 60 days prior to Salem's first council meeting in April of each year. Salem agrees to budget for 27% of the total legal department budget for its

contribution to a full time legal department.

Spanish Fork will invoice Salem for 27% of the actual costs incurred in each month, commencing July 2015. Salem will pay the amount billed within 30 days of receipt of the invoice.

Spanish Fork will provide office space for a full time legal department, which will not be a budgeted expense item, nor a billing item to Salem.

In the event of conflict between the cities which requires the advice or representation of an attorney, each city will hire independent counsel, which expenses will be borne separately and be above and beyond the budget for the joint, full time legal department.

SECTION 5 - TERMINATION

The Cities may terminate this agreement at any time by mutual consent.

SECTION 6 - AMENDMENTS

This agreement represents the entire agreement of the parties. Any prior agreements, negotiations, or understandings are merged herein and superseded hereby. Specifically, the agreement for a full time legal office effective July 2012 is replaced by this agreement. Amendments to this agreement must be in writing and follow the procedure set forth in the Utah Interlocal Cooperation Act.

SECTION 7 - BREACH

In the event of a breach of this agreement, the non-breaching party shall be entitled to recover its costs and attorney's fees, whether or not suit is initiated.

SECTION 8 - SEVERABILITY

Should any part, term, or provision of this agreement be held by any court to be illegal or in conflict with any law of the State of Utah, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed and attested by its proper officers, thereunto duly authorized, and their official seal affixed

thereto, pursuant to resolution of its governing body, and each deems itself bound thereby.



SPANISH FORK CITY by:

Steve Leifson 8.4.15
STEVE LEIFSON, Mayor

Attest:

Kent R. Clark
KENT R. CLARK, City Recorder

I have been authorized by Spanish Fork City to review this agreement in accordance with Utah Code Ann. §11-13-9. This agreement is executed and is hereby approved as being in proper format and compatible with the laws of the State of Utah.

[Signature]
AUTHORIZED ATTORNEY

SALEM CITY by:

Randy A. Brailsford
RANDY A. BRAILSFORD

Attest:

[Signature]
Jeffrey D. Nielson, City Recorder

I have been authorized by Salem City to review this agreement in accordance with Utah Code Ann. §11-13-9. This agreement is executed and is hereby approved as being in proper format and compatible with the laws of the State of Utah.

[Signature]
AUTHORIZED ATTORNEY