

RESOLUTION No. 04-02-2014

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING THE
EXECUTION OF A COOPERATIVE AGREEMENT WITH THE UTAH
DIVISION OF WILDLIFE RESOURCES**


WHEREAS, the City of Santaquin and the Utah Division of Wildlife Resources desire to coordinate efforts regarding the design and construction of certain improvements to the Santaquin City Pole Canyon Fishing Park (Ahlin Irrigation Pond); and

WHEREAS, Santaquin and the Utah Division of Wildlife Resources desire now to enter into a Cooperative Agreement to facilitate the installation of public bathrooms and a fish cleaning station at the Santaquin City Pole Canyon Fishing Park;

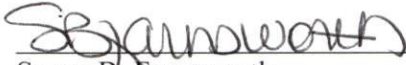
**NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY
COUNCIL THAT:**

1. The Santaquin City Council approves and authorizes the Mayor to execute a Cooperative Agreement between Santaquin City and the Utah Division of Wildlife Resources, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This resolution shall take effect immediately upon its passage

PASS AND APPROVED this 2nd day of March, 2014.


Kirk F. Hunsaker, Mayor

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder

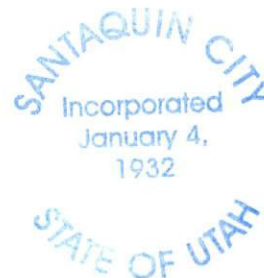


Exhibit A

COOPERATIVE AGREEMENT

between the
UTAH DIVISION OF WILDLIFE RESOURCES
and
SANTAQUIN CITY
for the
Development and Management of a Community Fishery

This cooperative Agreement, hereinafter the AGREEMENT, is made and entered into by and between the Utah Division of Wildlife Resources, hereinafter referred to as DWR, and Santaquin City, hereinafter referred to as the CITY, and individually and collectively known as the PARTY or PARTIES.

I. PURPOSE:

The purpose of this AGREEMENT is to initiate a cooperative agreement between the DWR and the CITY for the maintenance and management of Ahlin Pond, owned by Santaquin City, as a Community Fishery, hereinafter referred to as the PROJECT.

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:

DWR is a division of the Utah Department of Natural Resources and has responsibility for the management of fish and wildlife in the State of Utah.

The CITY has authority for the administration and operation of the PROJECT and manages the area for irrigation and recreational activities, and desires to create and maintain fish habitat and recreational facilities at the PROJECT for the purpose of enhancing recreational fishing opportunities.

III. DWR WILL:

1. Manage fish populations and species in the PROJECT for the purpose of providing a community fishery.
2. Stock the PROJECT with fish species and numbers as recommended by the DWR Regional Aquatics Program Manager and as available through each year's budget process.
3. Provide expertise in the planning, preparation and successful implementation of a community youth fishing program.
4. Provide expertise in any future fish habitat improvements.

5. Coordinate with CITY staff to determine appropriate dates for opening the PROJECT to the public as a community fishery and dates for stocking of the PROJECT.
6. Enforce all State fishing rules and regulations.
7. Purchase a CXT pre-cast restroom (Cortez model, two room flushable unit), and a Stainless Steel Fish Cleaning Station to be installed at the PROJECT site.

IV. THE CITY WILL:

1. Ensure that a minimum pool be maintained at 50% capacity to provide a quality community fishery at the PROJECT. The CITY may reduce the water level below this minimum pool in the event of: a) necessary repairs to the PROJECT infrastructure; b) a safety emergency; or c) need for additional water during times of shortage.
2. Provide the DWR with advance notice of any need to draw the water level down below the minimum pool, except in the case of a safety emergency.
3. Assume responsibility for the operation and maintenance of all PROJECT structures and features for their useful life.
4. Provide and maintain access to the PROJECT area at designated access points for members of the public desiring to fish and engage in other approved recreational activities. The CITY may restrict access: a) nightly, for purposes of security; b) seasonally, in the interest of public safety; c) during future construction and maintenance; and d) during a safety emergency.
5. Provide the DWR with advance notice of closure periods, other than regular nightly closures, and except in the case of a safety emergency.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. Modifications within the scope of this instrument shall be made by mutual consent of the PARTIES, by the issuance of a written modification, signed and dated by all PARTIES prior to any changes being performed.
2. This AGREEMENT does not restrict DWR or the CITY from participating in similar activities with other public or private agencies, organizations, and individuals.

3. The PARTIES to this AGREEMENT through any authorized representative will have access to and the right to examine all books, papers, or documents related to this AGREEMENT.
4. This AGREEMENT is executed as of the last date shown below and terminates on December 31, 2044.
5. This AGREEMENT may be terminated by either party with or without cause upon written notice sixty (60) days prior to termination. Upon termination, all facilities provided or installed on the Ahlin pond property shall become the property of Santaquin City.
6. The principal contacts for this AGREEMENT are:

Central Region Aquatics Program Manager
Utah Division of Wildlife Resources
1115 N. Main
Springville, UT 84663
(801) 491-5678

Benjamin A. Reeves
Santaquin City Manager
275 West Main Street
Santaquin, Utah 84655
breeves@santaquin.org
(801) 754-3211

7. The PARTIES agree that should either seek to judicially enforce the terms and conditions of the AGREEMENT for breach thereof, the prevailing PARTY will be entitled to reimbursement from the other for its costs of litigation, including reasonable attorney fees.
8. Each Party agrees to hold harmless and release the other and all its officers, agents, volunteers and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this Agreement which are caused solely by the negligence or willful misconduct of its officers, agents, or employees. It being the intent of the Parties that no Party will indemnify, hold harmless or release the other Party from its willful misconduct, gross negligence, or the negligent acts or omissions. If both Parties are negligent, they shall each bear their proportionate share of any allocated fault or responsibility. Nothing contained herein shall be construed as waiving immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

The PARTIES hereto have executed this AGREEMENT as of the last date written below:

CITY:

Kirk Hunsaker
Kirk Hunsaker, MAYOR

10/06/2014
DATE

ATTEST:

Susan B. Farnsworth
Susan B. Farnsworth, City Recorder



DWR:

Gregory Sheehan
Gregory Sheehan, DIRECTOR

ACTING DIRECTOR

10/15/14
DATE