

RESOLUTION NO. 87- 170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA, UTAH, CONFIRMING AND RATIFYING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN DELTA CITY AND THE UTAH STATE DIVISION OF WILDLIFE RESOURCES PROVIDING FOR A RECREATIONAL SHOOTING AREA.

RECITALS

The City Council of the City of Delta, Utah, referred to herein as the "City Council" hereby recites the following as the basis for adopting this resolution:

A. The City Council has determined that there exists a need for a recreational shooting area for the residents of Delta City, as well as those people in the surrounding area.

B. The City Council recognizes that a developed shooting facility does not currently exist in the Delta, Utah area, thereby encouraging the use of inappropriate areas for recreational shooting.

C. Pursuant to negotiations between Delta City and the Utah State Division of Wildlife Resources, hereinafter referred to as "Division," the Division has surveyed an area heretofore owned by the Division and have developed a plan for an appropriate gun range facility near Delta, Utah.

D. On September 28, 1987, the City Council approved an "Interlocal Cooperation Agreement" between Delta City and the Division, setting forth the obligations and responsibilities of the parties hereto for the operation and maintenance of said gun range facility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Delta, Utah:

1. Ratification of Interlocal Cooperation Agreement. Delta City hereby approves the "Interlocal Cooperation Agreement" dated September 28, 1987 and attached hereto as Exhibit "A" by and between the Division and Delta City, for the purpose of providing an area for recreational shooting.

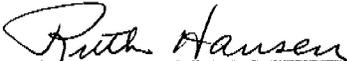
2. Effective Date. This resolution shall become effective upon adoption.

3. Severability. In the event that any provision of this resolution less than the entire resolution is held invalid by

a court of competent jurisdiction, this resolution shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this resolution.

4. Repeal of Conflicting Resolutions. To the extent that any resolutions or policies of the City of Delta conflict with the provisions of this resolution, they are hereby amended to be in accordance with the provisions hereof.

PASSED AND APPROVED this 26th day of October, 1987.


RUTH HANSEN, Mayor

Attest: 
DOROTHY JEFFERY
City Recorder

INTERLOCAL COOPERATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 19____, by and between the Utah State Division of Wildlife Resources, hereinafter referred to as the DIVISION, and Delta City, hereinafter referred to as the CITY.

This agreement is entered into by the DIVISION under the authority granted by section 23-22-1, Title 23 Utah Code and Section 8B of the Pittman-Robertson Act and the Utah Interlocal Agreement Act, Section 11-13-1 et seq., Utah Code Annotated 1953, as amended.

WHEREAS the DIVISION has an interest in providing a safe area for range qualification; and

WHEREAS the people of the CITY, as well as surrounding populations, need a safe area for recreational shooting; and

WHEREAS a developed shooting facility does not exist in the area thus encouraging the use of inappropriate areas for recreational shooting; and

WHEREAS the Delta City Police Department is willing to accept the responsibility of operation and maintenance of this facility;

NOW, THEREFORE, in consideration of the mutual agreement contained herein, the parties agree as follows:

1. The DIVISION will bear the cost of surveying the area and developing a plan for an appropriate facility near the CITY.
2. The DIVISION will assist the CITY with the appropriate applications for land acquisition from the Bureau of Land Management for Recreational and Public Purposes.
3. The DIVISION will purchase the land in question for the CITY from the Bureau of Land Management.
4. The DIVISION will provide funding, up to \$3,000 to install an access control fence and cement pads for the firing lines. These funds will be available no sooner than July 1, 1988.
5. The CITY will allow hunter education students and instructors to use the area, as the first priority, for training purposes free of charge.
6. The CITY will construct the necessary berms and target lines on the area utilizing local volunteers or other local entities willing to volunteer services as a community project.
7. The CITY will control access to the area for security purposes.
8. The CITY will maintain the facility.
9. The CITY may charge a nominal daily access fee to cover the costs of maintenance referred to in paragraph 8.
10. The CITY will consult with and advise the DIVISION of any additional development on the area.

EXHIBIT "A"

11. An advisory committee shall be created consisting of one member of the CITY police department and one employee of the DIVISION and one member appointed at large to be agreed upon by both parties.
12. This Agreement is subject to review and approval of the Utah Wildlife Board, the Delta City Council and the U.S. Fish and Wildlife Service.
13. In the event the DIVISION or the CITY wishes to terminate this agreement, written notice must be given to the other party at least 60 days prior to the effective date of termination.
14. If for any reason the CITY should terminate this agreement within a ten year period, funds expended by the DIVISION will be repaid to the DIVISION by the CITY. The total amount will depreciate ten percent each year for ten years bringing the balance to zero.
15. Both parties are governmental entities under the Governmental Immunity Act and public entities under the Indemnification of Public Officers and Employees Act, and consistent with the terms of those acts agree to hold each other harmless for their wrongful or negligent acts or those of their employees, officers, or agents.

STATE OF UTAH
DIVISION OF WILDLIFE RESOURCES

By _____
William H. Geer, Director

DELTA CITY

By _____

DEPARTMENT OF NATURAL RESOURCES

By _____
Dee C. Hansen
Executive Director

UNITED STATES
DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

UTAH WILDLIFE BOARD

By _____

By _____
Chairman