RESOLUTION # 20-2007

A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT
FOR THE PROVISION OF THE FORMATION OF A FILM COMMISSION BY AND
BETWEEN GRAND COUNTY AND THE CITY OF MOAB

WHEREAS, Moab City, Utah ("City") and Grand County, Utah ("Grand County") have had
discussions regarding the need for film commission services for Grand County; and

WHEREAS, Moab City is able and willing to contract to provide film commission services for
Grand County; and

WHEREAS, Moab City and Grand County have determined that those services can best be
provided through the creation of an Interlocal Agreement; and

WHEREAS, the Interlocal Agreement as to the provision of film commission services has been
submitted to the Moab City Council and the Grand County Council,

NOW, THEREFORE, BE IT RESOLVED BY THE MOAB CITY COUNCIL that:

1. The Council hereby authorizes and approves the Agreement in substantially the form
   presented to this meeting of the Moab City Council.

2. The appropriate officials are hereby authorized and directed to execute and deliver the
   Agreement in substantially the form presented to this meeting of the Council.

3. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED THIS 4th day of September, 2007.

Signed:

David L. Sakrison
Mayor

ATTEST:

Rachel Ellison
City Recorder
INTERLOCAL AGREEMENT FOR THE PROVISION OF FILM COMMISSION SERVICES FOR GRAND COUNTY BY AND BETWEEN GRAND COUNTY AND THE CITY OF MOAB

Pursuant to the Interlocal Cooperation Act, Title 11-13-1 et seq. Utah Code Annotated, 1953, as amended, and for the mutual benefit of the citizens and inhabitants of Grand County, State of Utah, a body politic and corporation (hereinafter referred to as "COUNTY") and of the citizens and inhabitants of the City of Moab, State of Utah, a body politic and corporation (hereinafter referred to as "CITY"), the COUNTY and the CITY hereby agree as follows:

1. **Purpose.** The purpose of this agreement is to provide for film commission services for the COUNTY.

2. **Provision of Services.** The CITY shall hire a full-time film commission director and provide an office for film commission services. Film commission services include but are not limited to:
   1. promoting the region as a film, television, and video location site;
   2. working with local production companies to increase locally based film and video productions;
   3. establishing and maintaining photo/video libraries, crew lists, location information, and other resources of value to the industry;
   4. participating in regional, national and international industry gathering as a representative of the film industry here; and
   5. participating in marketing efforts to promote filming in Utah and in particular filming in Moab and Grand County.

3. **Payment for Film Commission Services.** In exchange for the services outlined herein, the COUNTY agrees to pay the CITY one half of the annual operating costs of the film commission.

   The CITY shall submit a film commission budget to the COUNTY in September 2007 for the calendar beginning January 1, 2008. Following approval of the budget, the COUNTY shall contribute to the CITY one half of the total amount of the budgeted amount within 30 days of January 1, 2008.

   Each year thereafter for the life of this agreement, the CITY shall submit a film commission budget to the COUNTY in September for approval. The COUNTY shall submit to the CITY one half of the total budgeted amount within 30 days of the beginning of the ensuing calendar year.

   The CITY may request at any time that the COUNTY approve an amended budget. If the COUNTY approves such an amended budget the COUNTY shall within 30 days submit to the CITY (if the budget is increased) or receive from the CITY (if the budget is reduced) one half the total difference between the original budgeted amount and the amended budgeted amount.
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
FILM COMMISSION SERVICES FOR GRAND COUNTY BY AND
BETWEEN GRAND COUNTY AND THE CITY OF MOAB

4. **Administration of Agreement.** This agreement shall be administered by an
Oversight Committee, comprising the Moab Area Travel Council Executive
Director and the Moab City Manager. This committee will review this agreement
as needed and coordinate administrative matters relevant to this agreement,
including hiring of the Film Commission Director.

6. **Control of Property.** Pursuant to Section 11-13-7, Utah Code Annotated, the
CITY shall exercise control over all film commission property.

7. **Effectiveness and Duration of Agreement.** This agreement shall become effective
immediately upon its approval by the County Council and City Council. This
agreement shall remain in effect until 90 days after either party gives a written
notice of termination to the other party.

8. Executed copies of this agreement shall be filed with the Grand County Clerk and
Moab City Recorder.

Dated this 4th day of September, 2007.

City of Moab

David L. Sakrison
Mayor

Attest:

Rachel Ellison
City Recorder

Dated this 18th day of September, 2007.

Grand County

Jim Lewis
Council Chairperson

Attest:

Diana Carroll
Grand County Clerk
INTERAGENCY AGREEMENT FOR THE PROVISION OF
FILM COMMISSION SERVICES FOR GRAND COUNTY BY AND
BEWEEN GRAND COUNTY AND THE CITY OF MOAB

4. **Administration of Agreement.** This agreement shall be administered by an Oversight Committee, comprising the Moab Area Travel Council Executive Director and the Moab City Manager. This committee will review this agreement as needed and coordinate administrative matters relevant to this agreement, including hiring of the Film Commission Director.

6. **Control of Property.** Pursuant to Section 11-13-7, Utah Code Annotated, the CITY shall exercise control over all film commission property.

7. **Effectiveness and Duration of Agreement.** This agreement shall become effective immediately upon its approval by the County Council and City Council. This agreement shall remain in effect until 90 days after either party gives a written notice of termination to the other party.

8. Executed copies of this agreement shall be filed with the Grand County Clerk and Moab City Recorder.

Dated this 4th day of September, 2007.

City of Moab

David L. Sakrison
Mayor

Attest:

Rachel Ellison
City Recorder

Dated this 18th day of September, 2007.

Grand County

Jim Lewis
Council Chairperson

Attest:

Diana Carroll
Grand County Clerk
I. LOCAL AGREEMENT FOR THE PROVISION OF FILM COMMISSION SERVICES FOR GRAND COUNTY BY AND BETWEEN GRAND COUNTY AND THE CITY OF MOAB

Pursuant to the Interlocal Cooperation Act, Title 11-13-1 et seq. Utah Code Annotated, 1953, as amended, and for the mutual benefit of the citizens and inhabitants of Grand County, State of Utah, a body politic and corporation {hereinafter referred to as “COUNTY”} and of the citizens and inhabitants of the City of Moab, State of Utah, a body politic and corporation {hereinafter referred to as “CITY”}, the COUNTY and the CITY hereby agree as follows:

1. **Purpose.** The purpose of this agreement is to provide for film commission services for the COUNTY.

2. **Provision of Services.** The CITY shall hire a full-time film commission director and provide an office for film commission services. Film commission services include but are not limited to:
   1. promoting the region as a film, television, and video location site;
   2. working with local production companies to increase locally based film and video productions;
   3. establishing and maintaining photo/video libraries, crew lists, location information, and other resources of value to the industry;
   4. participating in regional, national and international industry gathering as a representative of the film industry here; and
   5. participating in marketing efforts to promote filming in Utah and in particular filming in Moab and Grand County.

3. **Payment for Film Commission Services.** In exchange for the services outlined herein, the COUNTY agrees to pay the CITY one half of the annual operating costs of the film commission.

The CITY shall submit a film commission budget to the COUNTY in September 2007 for the calendar beginning January 1, 2008. Following approval of the budget, the COUNTY shall contribute to the CITY one half of the total amount of the budgeted amount within 30 days of January 1, 2008.

Each year thereafter for the life of this agreement, the CITY shall submit a film commission budget to the COUNTY in September for approval. The COUNTY shall submit to the CITY one half of the total budgeted amount within 30 days of the beginning of the ensuing calendar year.

The CITY may request at any time that the COUNTY approve an amended budget. If the COUNTY approves such an amended budget the COUNTY shall within 30 days submit to the CITY (if the budget is increased) or receive from the CITY (if the budget is reduced) one half the total difference between the original budgeted amount and the amended budgeted amount.
FIRST ADDENDUM TO THE
INTERLOCAL AGREEMENT FOR THE PROVISION OF
FILM COMMISSION SERVICES FOR GRAND COUNTY BY AND
BETWEEN GRAND COUNTY AND THE CITY OF MOAB

Exhibit A
FIRST ADDENDUM TO
INTERLOCAL AGREEMENT FOR THE PROVISION OF
FILM COMMISSION SERVICES FOR GRAND COUNTY BY AND
BETWEEN GRAND COUNTY AND THE CITY OF MOAB

6. Executed Copies. Executed copies of this First Addendum shall be filed with the Grand County Clerk/Auditor and Moab City Recorder.

Dated this 23rd day of September, 2008.

City of Moab
David L. Sakrison
Mayor

Attest:

Rachel Ellison
Moab City Recorder

Dated this 16th day of September, 2008.

Grand County
Gene Ciarus
Council Chair

Attest:

Diana Carroll
Grand County Clerk/Auditor
CITY OF MOAB
COUNCIL RESOLUTION NO. 29-2008

A RESOLUTION APPROVING THE FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT FOR THE PROVISION OF FILM COMMISSION SERVICES FOR GRAND COUNTY BY AND BETWEEN GRAND COUNTY AND THE CITY OF MOAB

WHEREAS, the City of Moab ("City") and Grand County ("County") entered into an Interlocal Agreement for the Provision of Film Commission Services for Grand County by and between Grand County and the City of Moab, dated September 18, 2008.

WHEREAS, the City and the County would like to jointly purchase a projector to be used by the Film Commission at Star Hall, a County-owned building; and

WHEREAS, said projector would be owned and operated by Grand County according to standard Star Hall equipment procedures except that the Film Commission would be authorized to use said equipment free of charge; and

WHEREAS, the "First Addendum to the Interlocal Agreement for the Provision of Film Commission Services for Grand County by and between Grand County and the City of Moab" is attached to this Resolution; and

WHEREAS, said Addendum provides for the purchase and administration of the projector.

NOW, THEREFORE, BE IT RESOLVED BY THE MOAB CITY COUNCIL, that the First Addendum to the Interlocal Agreement for the Provision of Film Commission Services for Grand County by and between Grand County and the City of Moab is hereby approved in substantially the form presented to this meeting of the Moab City Council, and the appropriate parties are hereby authorized to execute and deliver said Agreement.

PASSED AND ADOPTED by action of the Moab City Council in open session this 23rd day of September, 2008.

ATTEST:

Rachel Ellison
Moab City Recorder

Dave Sakrison
Mayor
FIRST ADDENDUM TO THE
INTERLOCAL AGREEMENT FOR THE PROVISION OF
FILM COMMISSION SERVICES FOR GRAND COUNTY BY AND
BETWEEN GRAND COUNTY AND THE CITY OF MOAB

In 2007, pursuant to the Interlocal Cooperation Act, Title 11-13-101 et seq. Utah Code Annotated, 1953, as amended, and for the mutual benefit of the citizens and inhabitants of Grand County, State of Utah, a body politic and corporation (hereinafter referred to as "COUNTY") and of the citizens and inhabitants of the City of Moab, State of Utah, a body politic and corporation (hereinafter referred to as "CITY"), an Interlocal Agreement providing film commission services (hereinafter referred to as “AGREEMENT” and attached as Exhibit A) was executed by the CITY and COUNTY. The CITY and the COUNTY desire a First Addendum to the AGREEMENT to address the purchase and use of the projector.

1. **Purpose.** The purpose of this First Addendum is to formalize the cooperative effort between the CITY and the COUNTY to purchase a projector which the Film Commission may use. The terms of the AGREEMENT shall remain the same unless specifically stated otherwise in this addendum.

2. **Use of Projector.** The Film Commission director shall have access to the projector and use of Star Hall, free of charge subject to the following:
   
   1. The use of the projector and Star Hall is consistent with the services provided by the Film Commission as contained in the AGREEMENT.
   2. The regularly established County policies relating to the scheduling and use of Star Hall and equipment are agreed to and followed.

3. **Payment for Projector.** In exchange for the use of the projector outlined herein, the CITY agrees to pay the COUNTY one half of the costs of all equipment, material, and labor for the initial purchase and installation of the projector agreed to by the Oversight Committee established in the AGREEMENT. The payment for the projector is due within thirty (30) days of the COUNTY billing the CITY or, due to the urgent need to acquire the projector, the Oversight Committee in conjunction with the County’s Clerk/Auditor may establish an alternative payment arrangement that is mutually agreed to prior to the purchase of the projector.

   If the projector becomes inoperable the City may consider funding one half of the cost to repair or replace the projector.

4. **Control of Property.** The COUNTY shall own the projector and exercise control thereof. The projector is to be a fixture of Star Hall, 159 E. Center St, Moab, UT 84532.

5. **Duration of the Addendum.** The First Addendum shall become effective immediately upon its approval by both the County Council and City Council and shall terminate immediately with written notice that the projector is no longer operable, stolen or with the termination of the AGREEMENT.