

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

UNIVERSITY OF UTAH

on behalf of the Kem C. Gardner Policy Institute

Public Finance Research Related to Service Districts

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”); and the **UNIVERSITY OF UTAH**, a body corporate and politic of the State of Utah, on behalf of its **KEM C. GARDNER POLICY INSTITUTE** (“KGPI”). The County and KGPI may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and KGPI are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. The County has retained a firm to facilitate discussions between the County and certain service districts to create a long-term plan whereby the service districts may equitably address the revenue currently generated within the unincorporated areas of Salt Lake County and the use of that revenue, while at the same time maintaining an appropriate level of service for the districts’ member jurisdictions.

C. In connection with this facilitation, the County desires to enter into an interlocal agreement with KGPI to conduct a fiscal analysis to identify and analyze annual revenue for each service district as well as expenses by relevant service providers.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — SERVICES

1.1. Public Finance Research. KGPI shall provide public finance research services to the County as more particularly described in the statement of work attached hereto as Exhibit “A,” and which is incorporated herein by this reference. KGPI acknowledges that its research will be conducted as part of the facilitation process described above and that its research findings

may help inform the facilitator's planning, reports and recommendations, and may be available to all participants.

1.2. Consideration. The County shall pay KGPI for all work performed under this Agreement in an amount not to exceed **\$63,899**. Payments shall be made in installments, with each payment being due thirty days following the County's receipt of KGPI's invoice for said installment payment. KGPI's invoices will detail the work performed, the dates of performance and the billing rates (whether hourly, daily or other).

ARTICLE 2 — COVENANTS AND AGREEMENTS

2.1. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). There are no indemnity obligations between these Parties. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Consistent with the terms of the Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Immunity Act nor does any Party waive any limit of liability currently provided by the Immunity Act.

2.2. Record Sharing.

(a) Drafts. The County may provide material to KGPI in the form of a temporary draft prepared by the County for its own use. KGPI acknowledges that such material is not a "record" under the Utah GRAMA (*see* Utah Code § 63G-2-103(25)(b)(ii)) and is therefore not subject to disclosure upon request. KGPI agrees to deny requests for any such material in accordance with Utah Code § 63G-2-204(2).

(b) "Private" and "Protected" Records. The County may also provide records to KGPI that are "Private" or "Protected" under GRAMA. The Parties agree that KGPI's receipt and use of such records will produce a public benefit that is greater than or equal to the individual privacy right that protects the record. KGPI agrees that such records are necessary for the performance of this Agreement and further promises to: a) only use such records for the performance of this Agreement; b) not disclose such records to any other person; and c) not use such records for advertising or solicitation purposes. KGPI agrees to deny requests for any such material or records in accordance with Utah Code § 63G-2-204(2).

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the Director of the Kem C. Gardner Policy Institute are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire on June 30, 2026, unless extended in writing by an amendment.

3.3. Termination. This Agreement may be terminated (with or without cause) by either Party upon at least ninety-days prior written notice to the other Party.

3.4. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.5. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for Salt Lake County, State of Utah.

3.6. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: _____

Department Director

Date: _____

Reviewed as to Form:

By: _____

Deputy District Attorney

UNIVERSITY OF UTAH:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for KGPI

Date: _____