

INTERLOCAL AGREEMENT  
BETWEEN  
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT  
AND SALT LAKE COUNTY  
FOR CONTRIBUTION OF GRANT FUNDS AND MATCHING FUNDS FOR  
RESTORATION OF RESTROOMS IN EMIGRATION CANYON

THIS AGREEMENT (the “Agreement”) is made and entered into by and between THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a special district and political subdivision of the state of Utah (“District”), AND SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah (“County”). The District and County are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. In November 2018, the County entered into a Nonpoint Source Grant Agreement with the Utah Division of Water Quality (“DWQ”), wherein DWQ would provide a \$40,000 grant (“Grant”) to the County to be used for restoration of a two-stall vault restroom facility at the intersection of Pinecrest Road and Emigration Canyon Road (the “Project”). A copy of the Grant agreement is attached hereto as Appendix “A”.
- B. In 2018, County officials informally committed to match DWQ’s \$40,000 Grant with its own \$40,000 contribution towards the project, and the County now desires to formalize that commitment via this Interlocal Agreement.
- C. As the public works service provider for the County, the District funded the remaining balance and contracted for construction of the Project.
- D. The District has completed construction of the Project and has invoiced the County for the \$40,000 Grant and the County’s \$40,000 matching contribution.
- E. The Parties desire in this Agreement to accomplish payment of the \$40,000 Grant and the \$40,000 matching contribution from the County to the District.

F. Pursuant to the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the County and the District are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### AGREEMENT

1. Contribution of Grant and County Match. The County shall pay the District both the \$40,000 Grant and the County’s \$40,000 matching contribution. This is done under the authority granted in Utah Code Section 11-13-211 to appropriate funds to a joint or cooperative undertaking, together with section 4.6 of the Parties’ Master Interlocal Agreement to collect and distribute grants for capital projects in the District service area. The County’s only contribution to the Project is the \$40,000 Grant and \$40,000 matching contribution; the County will not be responsible for any additional costs, including but not limited to maintenance costs and costs to meet regulatory requirements.
2. Effective Date and Term.
  - a. This Agreement shall be effective upon the last of the following events to occur:
    - (i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties.

- b. This Agreement shall terminate upon the date the Parties have performed all of the material obligations described herein. The Parties intend that the distribution described herein will be made promptly following the execution of this Agreement, and that the District will expend such distribution promptly following receipt to pay its contractor for work completed on the Project. Consequently, if not previously terminated, this Agreement shall terminate on December 31, 2026.
3. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, District or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
4. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
5. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the District. Each Party shall be responsible to maintain updated addresses and emails.

DISTRICT:                   Greater Salt Lake Municipal Services District  
District General Manager  
2001 South State Street, N3 600  
Salt Lake City, UT 84190  
E-mail: mhoward@msd.utah.gov

With a copy to Counsel for the District  
Fabian VanCott  
Mark H. Anderson  
Rachel S. Anderson  
215 South State Street, Suite 1200  
Salt Lake City, UT 84111  
E-mail: [mhanderson@fabianvancott.com](mailto:mhanderson@fabianvancott.com)  
E-mail: [randerson@fabianvancott.com](mailto:randerson@fabianvancott.com)

COUNTY: Salt Lake County – Mayor’s Office  
2001 South State Street, N2-100  
Salt Lake City, UT 84114

With a copy to Salt Lake County District Attorney  
Attn: Chief Deputy District Attorney  
35 East 500 South  
Salt Lake City, UT 84111  
E-mail: [rhamness@slco.org](mailto:rhamness@slco.org)

A written notice shall be effective immediately upon personal or e-mail delivery as noted above or on the third business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

6. Liability.

- a. Liability. The District and the County are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq.* the (“Governmental Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

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

- a. The Parties do not, nor intend to, create an interlocal entity by entering into this Agreement.
- b. Each Party has submitted this Agreement to an attorney authorized to represent the said Party for review as to proper form and compliance with applicable law.
- c. The duration of this Agreement is as set forth in Section 2 above.
- d. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the District, and any representative designated by the Mayor of the County shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the County, with each having one (1) vote.
- e. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing and budgeting of such costs.
- f. Since this Agreement cannot take effect under the Interlocal Cooperation Act until it is approved, signed, and filed with the keeper of records of each of the Parties, each Party agrees, immediately upon approval and execution of this Agreement, to file the signed Agreement with the keeper of records of the said Party.
- g. Notwithstanding anything herein to the contrary, in the event that this Agreement does not satisfy any requirement of the Interlocal Cooperation Act,

which failure would cause this Agreement to fail to be effective under the Interlocal Cooperation Act, this Agreement shall nevertheless be fully binding upon and enforceable by the Parties pursuant to law outside of the application of the Interlocal Cooperation Act.

h. Since no jointly owned property will be acquired pursuant to this Agreement, there will be no need to dispose of property upon the partial or complete termination of this Agreement.

8. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

10. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

11. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments, and writings.
12. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
13. No Agency. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of the other.
14. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other right or remedy.
15. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.
16. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof
17. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

18. Time. Time is of the essence.

19. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

20. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. Litigation Expenses. If any action, suit or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

*[The balance of this page was left blank intentionally – Signature pages follow]*



**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY**

**SALT LAKE COUNTY:**

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_, 2023

*Reviewed as to Form and Legality:*

SALT LAKE COUNTY DISTRICT ATTORNEY

By \_\_\_\_\_  
Deputy District Attorney

*[Signatures continue on next page.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT**

**GREATER SALT LAKE MUNICIPAL  
SERVICES DISTRICT**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

*Approved as to Form and Legality:*  
ATTORNEY FOR THE DISTRICT

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

## **APPENDIX “A”**