

**INTERLOCAL COOPERATION AGREEMENT**

**between**

**SALT LAKE COUNTY**

**and**

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT**

***Mill Creek Canyon Road Improvement FLAP Project—Local Match***

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 **GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT**, a political subdivision of the State of Utah (the “MSD”). The County and the MSD may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. The County and the MSD 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 undertaken a Federal Lands Access Program (“FLAP”) project with the Federal Highway Administration-Central Federal Lands Highway Division (“FHWA-CFLHD”) and the United States Forest Service (“USFS”) to improve access to the Uinta-Wasatch-Cache National Forest;

C. The scope of the project includes: a) improving ten miles of Mill Creek Canyon Road from 3800 South Wasatch Boulevard to the Upper Big Water Trailhead; b) widening the road and including bicycle lanes as appropriate and feasible; c) redesigning parking to meet USFS standards; d) enhancing crosswalk and pedestrian safety; e) improving drainage; and f) incorporating future transit facilities into the project;

D. Pursuant to the FLAP Project Memorandum of Agreement, dated June 21, 2021, as amended, between the County, FHWA-CFLHD, USFS and Millcreek City (the “FLAP MOA”), the County has paid a portion of the total project costs to FHWA-CFLHD to fulfill a local match requirement;

E. The MSD now desires to contribute toward the local match by reimbursing the County for a portion of the funds it paid to FWHA-CFLHD.

**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 — MSD CONTRIBUTION**

1.1. **Funding Contribution.** The MSD shall allocate and disburse One Million Three Hundred Sixty-Five Thousand Six Hundred Nineteen Dollars (\$1,365,619) to the County. The distribution described herein will be made promptly following execution of this Agreement, and no later than June 30, 2024.

1.2. **Matching Share.** The Parties acknowledge and agree that the payment required under Paragraph 1.1 shall represent MSD’s contribution toward the local match, which is required by the FLAP MOA, and which local match has been paid by the County, in full, to FWHA-CFLHD.

### **ARTICLE 2 — COVENANTS AND AGREEMENTS**

2.1. **Indemnification and Liability.**

(a) **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.

(b) **Indemnification.** Subject to the provisions of the Immunity Act, each Party agrees to indemnify and hold harmless the other, as well as the other Party’s agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney’s fees and costs), arising out of or resulting from the conduct of this Agreement to the extent the same are caused by its own negligent or wrongful act, error or omission or those of its own officers, agents and or employees.

2.2. **Recordkeeping.** The County agrees to maintain its books and records in such a way that any funds received from the MSD will be shown separately on the County’s books and, for each payment received from the MSD, to provide an invoice and receipt for the payment for the MSD’s records. The County shall maintain sufficient records to show that the local match required by the FLAP MOA has been paid by the County, in full, to FWHA-CFLHD. The County shall make its books and records available to the MSD at reasonable times.

### **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 and budgeting 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 MSD's General Manager are hereby designated as the joint administrative board for all purposes of the Interlocal Act, with each having one vote.

(f) This Agreement may be terminated only by the mutual written agreement of the Parties; or by either Party after any material breach of this Agreement by the other Party.

(g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party and there shall be no disposal of such property upon the termination of this Agreement.

3.2. Term of Agreement. This Agreement shall take effect immediately upon the satisfaction of Subsections 3.1(a), (b), and (c), whichever is satisfied last, and shall expire upon the earlier of: a) the date the Parties have performed all of the material obligations described herein; or b) December 31, 2024.

3.3. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the MSD that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) war, acts or threats of terrorism, invasion, or embargo; or c) riots or strikes.

3.4. Entire Agreement. This Agreement and the documents referenced herein, if any,

constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid.

3.5. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties after proper approval of the change, alteration, modification or amendment as required by law.

3.6. 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.

3.7. No Obligations to Third Parties. The Parties agree that the MSD's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the MSD. The Parties do not intend to confer any rights on third parties unless otherwise expressly provided for in this Agreement.

3.8. Agency. No officer, employee, or agent of the MSD or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The MSD and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, and agents during the performance of this Agreement.

3.9. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

3.10. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

3.11. 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. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement for all purposes.

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: Helen Peters

Department Director

Date: May 17, 2024

Reviewed as to Form:

By:  Adam Miller  
2024.04.12 13:20:59  
-06'00'

Deputy District Attorney

Date: \_\_\_\_\_

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT:**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Reviewed as to Form:

By: \_\_\_\_\_

MSD Attorney

Date: \_\_\_\_\_