

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

WASATCH FRONT REGIONAL COUNCIL

Southwest Waterways Visioning Plan

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 **WASATCH FRONT REGIONAL COUNCIL**, an interlocal entity of the State of Utah (“WFRC”). The County and WFRC may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and WFRC 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. WFRC intends to create a southwest waterways visioning plan for creek drainages and corridors in the southern areas of Salt Lake County (the “Plan”). The Plan will cover selected riparian corridors, including the following elements: existing conditions research, barriers, public involvement, visioning, goals, strategies, toolkit, resources for implementation, and next steps. A proposed project scope is attached hereto as Exhibit “A,” and incorporated herein by this reference.

C. WFRC has secured funds for the Plan through a grant from transportation and land use connection resources, as well as contributions from local municipalities.

D. The County desires to assist in funding the Plan by providing a match in the amount of \$20,000.

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 — COUNTY’S CONTRIBUTION

1.1. The County shall contribute \$20,000 to WFRC, which amount shall be used by WFRC for the creation of the Plan as generally described herein.

1.2. The County agrees to cooperate with the work performed by WFRC under this Agreement by making its representatives responsive to WFRC staff, participating and helping coordinate all project meetings, fulfilling local government obligations in consultant advertisement and selection, accomplishing necessary public noticing, and guiding the project to a product that is to awarded community's satisfaction within scope limits, and ultimately supporting the adoption process if eligible.

1.3. The County will work with WFRC on all matters of procurement. Any consultant services procured independently by the County will not be eligible for reimbursement of project funding.

ARTICLE 2 — MISCELLANEOUS

2.1. 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 WFRC's chief executive 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. 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.

2.2. 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 upon the earlier of: a) the date the Parties have performed all of the material obligations described herein; or b) January 31, 2025. The Parties intend that the distribution described herein will be made promptly following execution of this Agreement and that WFRC will expend such distribution for the purposes stated in this Agreement promptly following receipt.

2.3. Ethical Standards. WFRC represents that it has not: a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

2.4. 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.

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

2.6. 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.

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

2.8. Agency. No officer, employee, or agent of WFRC 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. WFRC and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

2.9. 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.

2.10. 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.

2.11. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

2.12. 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. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

[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: *Dina Blase*
Department Director

Date: _____

Reviewed as to Form: Adam Miller

By: *Adam Miller* 2022.11.22
Deputy District Attorney 12:21:17

Date: _____ -07'00'

**WASATCH FRONT REGIONAL
COUNCIL:**

By: _____

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

By: _____
WFRC Attorney

Date: _____