

INTERLOCAL COOPERATION AGREEMENT

between

**SALT LAKE COUNTY,
SALT LAKE CITY CORPORATION**

and

MURRAY CITY CORPORATION

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Office of Regional Development (“County” or “Salt Lake County”) and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (“Salt Lake City”), and **MURRAY CITY CORPORATION**, a Utah municipal corporation (“Murray City”). The County and the Cities may each be referred to herein as a “Party” and collectively as the “Parties” or “Coalition Members”.

RECITALS:

A. The Parties, acting together as a coalition of eligible governmental entities, were awarded a Brownfields Assessment Grant, which may be used for inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to Brownsfield sites, outreach materials and implementation, and other eligible activities.

B. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

C. The Parties have determined that it is mutually advantageous to enter into this Agreement to accomplish the foregoing purposes.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and in compliance with and pursuant to the provisions of the Cooperation Act, the Parties hereby agree as follows:

1. COALITION MEMBERS

All of the Coalition Members are “local government” units as defined in 2 CFR Part

25.340.

A. Salt Lake County is a county of the first class as defined in Utah Code Ann. § 17-50-501 and may perform the services, exercise the powers, and perform the functions provided for in Utah Code Ann. § 17-50-301 et. seq..

B. Salt Lake City is a municipal corporation and political subdivision of the State of Utah pursuant to Utah Code Ann. § 10-1-201.

C. Murray City is a municipality and political subdivision of the State of Utah pursuant to Utah Code Ann. § 10-1-201.

2 . THRESHOLD CRITERIA

A. Eligible Entities. As is more fully described in Section 1, the Coalition Members are units of local government organized and existing under the laws of the State of Utah.

B. Jurisdiction. Salt Lake County has general jurisdiction within the unincorporated areas within the geographic boundaries of the County. In addition, the Salt Lake County Health Department (“Health Department”) operates as a Division of the Salt Lake County Department of Human Services. The Health Department has jurisdiction in both the incorporated and unincorporated areas of the County pursuant to Utah Code Ann. §26A-1-114, for all public health and environmental regulatory matters. Salt Lake City and Murray City have jurisdiction for the municipal purposes described in Utah Code Ann § 10-1-202 within the incorporated geographic boundaries of Salt Lake City and Murray City respectively.

3 . BROWNFIELDS GRANT COALITION ELEMENTS

A. The designated representatives of the Parties are specifically identified in Section 4(C). herein.

B. Salt Lake County is responsible to EPA for management and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that the Parties, as Coalition Members, are in compliance with the Brownfield Assessment Grant requirements.

C. Salt Lake County is responsible for the provision of timely information to the other Parties as Coalition Members regarding the management of the group and any changes that may need to be made to the Agreement over the period of performance.

D. Activities funded through Brownfield Assessment Grant funds may include inventory preparation, site selection, criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities as may be agreed to by the Coalition Members. Consistent with subsection E below, Salt Lake County may retain consultant(s) and contractors to undertake various activities funded through this Agreement.

E. Salt Lake County may procure consultants(s) and contractors under 2 CFR § § 200.317 - 200.326 as necessary to implement the Brownfield Assessment Grant. Salt Lake County may award subgrants to other Coalition Members under 2 CFR § 200.92 for assessment projects in their geographic areas. Salt Lake County shall pay up front costs for each assessment and request reimbursement from the Assessment Grant Funds. The County and the City in which an assessment is made shall receive all reports generated by a consultant or contractor performed under the Grant.

F. Salt Lake County, in consultation with the Parties, will work to develop a site selection process based upon mutually agreed factors, and will ensure that a minimum of five sites are assessed over the term of this Agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility. Coalition Members may agree upon a minimum number of sites assessed per Party at the start of this Agreement to ensure equitable distribution of funds across all of the Coalition Members' jurisdictions.

G. Salt Lake County will be responsible to work with the Coalition Member(s) in whose geographic area the site is located to finalize the scope of work for the consultant or contractor, easements, and/or access agreements as may be necessary to undertake an assessment at the selected site. It will be the responsibility of the individual Coalition Member to ensure that all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected sites are obtained. Brownfield Assessment Grant funds may be used for this purpose. If the Coalition Member does not have the capacity to perform these activities Salt Lake County may assist in securing necessary site access agreements and permits.

H. Salt Lake County is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by Salt Lake County and each Coalition Member in whose geographic area the sites to be assessed are located.

4 . ADDITIONAL TERMS AND CONDITIONS

A. Effective Date and Term of the Agreement. The effective date of this Agreement will be the date this Agreement is signed by the last Party to sign it, as indicated by the date associated with that Party's signature, and will continue to the later of either the expiration of the Coalition Members' obligations to the EPA or the termination of the grant.

B. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Cooperation Act.

(v) 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 of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Cooperation Act, the County's Representative (designated below) and Cities' Representative (designated below) are hereby designated as the joint administrative board for all purposes of the Cooperation Act.

C. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) business days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Salt Lake County

Office of Regional Development
Ruedigar Matthes
2001 South State Street, Suite S2-100
Salt Lake City, Utah 84114
385-468-4868
rmatthes@slco.org

Murray City Corporation

Susan Nixon
Jim McNulty
4646 South 500 West
Murray City, Utah 84123
801-270-2423 and 801-270-2477
snixon@murray.utah.gov
jmcnulty@murray.utah.gov

Salt Lake City Corporation

Debbie Lyons and Susan Lundmark
451 South State Street
Salt Lake City, Utah 84114
801-535-7795 and 801-535-7242
debbie.lyons@slcgov.com and
susan.lundmark@slcgov.com

D. No Obligations to Third Parties. The Parties agree that their obligations under this Agreement are solely to each other. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Liability, Indemnification, and Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the “Immunity Act”). There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the Immunity Act, the County and each City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor each City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. All Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

F. Termination. A Party may terminate this Agreement prior to the expiration of the Agreement, with or without cause, by giving 30 days written notice to the other Parties’ representatives of the desired termination date.

G. Consideration. The Parties agree that the covenants, obligations, and payments provided for herein are sufficient consideration to support the respective obligations under this Agreement.

H. Required Insurance Policies. All Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

I. Government Records Access Management Act. All Parties to the Agreement are governmental entities subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the County and each City are required to disclose certain information and materials to the public, upon request.

J. Subcontracting. The Parties agree that they will not subcontract to execute performance of its obligations under this Agreement without prior express written consent of all other parties to the Agreement.

K. Time. The Parties stipulate that time is of the essence in the performance of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and no statements, promises, or inducements made by any Party, or agents for any Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

M. Severability. The Parties agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any

provision of this Agreement shall be void, voidable, unenforceable, or invalid under applicable law, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement, but this Agreement shall be construed as if such void, voidable, unenforceable, or invalid provision had never been set forth herein.

N. Governing Law. It is understood and agreed by the Parties hereto that the laws of the State of Utah shall govern, both as to interpretation and performance. The Parties shall commence, maintain, adjudicate, and resolve all actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, within the jurisdiction of the State of Utah.

O. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Furthermore, executed copies of this Agreement delivered by facsimile or email shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement on the dates shown below.

[Intentionally Left Blank – Signature Page Follows]

SALT LAKE COUNTY:

By: Catherine Kanter
Mayor or Designee

Its: Deputy Mayor

Dated: February 12, 2020

SALT LAKE CITY CORPORATION:

By: _____

Name: _____

Its: _____

Dated: _____, 2020

Approved by:

OFFICE OF REGIONAL DEVELOPMENT

By: Catherine Kanter
Catherine Kanter
Deputy Mayor of Regional Operations
Dated: February 12, 2020

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

By: Jason S. Rose Digitally signed by Jason S. Rose
Date: 2020.02.04 16:02:24 -07'00'
Deputy District Attorney

Approved as to Form and Legality:

SALT LAKE CITY SENIOR ATTORNEY:

By: _____
Senior City Attorney

Dated: _____, 2020

MURRAY CITY CORPORATION:

By: _____

Name: _____

Its: _____

Dated: _____, 2020

Approved as to Form and Legality:

MURRAY CITY ATTORNEY:

By _____
Attorney

Dated: _____, 2020