

INTERLOCAL AGREEMENT

GRAND COUNTY, a Utah political subdivision, and **SAN JUAN COUNTY**, also a Utah political subdivision (collectively the “Counties”) hereby enter into this Interlocal Agreement (the “Agreement”) effective as of _____, 2019 (“Effective Date”), pursuant to the Utah Interlocal Cooperation Act, codified at Utah Code § 11-13-101, *et seq.* (the “Act”).

RECITALS

WHEREAS, the Act permits the Counties to make the most efficient use of their powers and resources by enabling them to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, this Interlocal Agreement allows the Counties to provide the benefit of economies of scale for the overall promotion of the general welfare of the residents of Grand County and San Juan County, consistent with the Act;

WHEREAS, the Counties desire to mutually develop and maintain non-motorized trails in the areas of San Juan County located south of the City of Moab known as Spanish Valley and the La Sals, which trails will mutually benefit the economies and residents of the Counties;

WHEREAS, said non-motorized trails are located closer to the county seat of Grand County than San Juan County and can be more economically constructed and maintained by Grand County employees;

WHEREAS, the Grand County Council approved this Interlocal Agreement in an regular public meeting on _____; and

WHEREAS, the San Juan County Board of Commissioners approved this Interlocal Agreement in an annual public meeting on _____.

AGREEMENT

1. **DURATION:** The provisions of this Agreement shall be in full force and effect for a period of ten (10) years from the Effective Date, unless terminated earlier under Section 5.

2. **SERVICES:**

A. By Grand County: The Grand County Active Transportation and Trails Division (“GCATT”) of the Grand County Community and Economic Development Department shall provide the following Services for the duration of this Agreement, subject to Sections 4 and 5:

- i. *Trail Construction*: non-motorized trail scouting, design, and construction, the number, length, and location of which trails shall be determined in GCATT’s sole discretion upon consultation with the San Juan County Economic Development Director.
- ii. *Trail Maintenance*: non-motorized trail maintenance for all trails constructed hereunder on a schedule similar to other non-motorized trails situated within Grand County and at its sole discretion.
- iii. *Employees/Volunteers*: provision and oversight of employees and volunteers to perform the Services, whom shall be Grand County employees and volunteers and insured accordingly.
- iv. *Grant Research, Writing, and Management*: research and write grant applications and reports as necessary to fund the Services, pursuant to Section 4 below, together with management of grant reporting requirements and deadlines, in cooperation and collaboration with the San Juan County Economic Development Director.
- v. *Insurance*: provision of general liability insurance in amounts typically maintained by Grand County covering the trails built hereunder and the Services provided by Grand County, which insurance shall designate San Juan County as an Additional Insured.

B. By San Juan County:

- i. *Services Approval*: to the extent required by San Juan County policy, review and approve the design, construction, the number, length, and location of trails proposed by GCATT in a timely manner;
- ii. *Grant Submission and Reporting*: review, submit, and oversee the submission of grant applications, the receipt and expenditure of funds, and the submission of all grant reports, in cooperation and collaboration with GCATT.
- iii. *Insurance*: provision of general liability insurance in amounts

typically maintained by Grand County covering the trails built hereunder and the Services provided by San Juan County, which insurance shall designate Grand County as an Additional Insured.

3. **ZONES:** Grand County shall provide its Services in the following Zones:
 - A. **Spanish Valley:** Beginning at the Grand-San Juan County border at 38°30'00.00"N and continuing until 38°24'0.00"N as shown in the Zone Map attached hereto as Exhibit A; and
 - B. **La Sals:** Beginning at the southern edge of the La Sals at 38°19'45.93"N and continuing until 38°30'00.00"N (County/San Juan County line as shown in the Zone Map attached hereto as Exhibit A.

The Counties shall each amend their Master Plan to include the Zones within three (3) years of the Effective Date.

4. **FINANCING:** San Juan County shall cooperate and collaborate with GCATT to obtain grants for the Services but is not obligated to provide direct funding hereunder. Grand County shall provide funding as follows to the extent available; provided, however that Grand County shall have no obligation to provide the Services unless they can be independently funded as provided in this Section:

- A. **Spanish Valley:** Grant funding and revenue from donations, including the Moab Trails Alliance map sales program and the mountain bike industry.
- B. **La Sals:** Grant funding, including funding provided by the Challenge Cost Share Agreement between the Canyonlands Natural History Association, Grand County Trail Mix, and US Forest Service (FS Agreement No. 18-CS-11041000-021), and revenue from donations, including the Moab Trails Alliance map sales program and the mountain bike industry.

4. **INSPECTION:** The San Juan County Economic Development Director may inspect the Services hereunder during normal business hours without further notice.

5. **INDEMNIFICATION.** The Counties shall each mutually indemnify, defend, and hold each harmless against any claims, liabilities, losses, penalties, damages, or judgments (including courts costs and attorneys' fees) arising from this Agreement or the Services provided hereunder.

6. **MISCELLANEOUS.**

- A. **Termination.** Either County may terminate this Agreement for any reason upon three (3) months advance written notice to the other County.
- B. **Amendment/Assignment.** This Agreement may not be modified, amended, or assigned without the written mutual consent of both

Counties.

- C. Notices. Notices required hereunder shall be provided in writing by pre-paid, first class U.S. Mail, with a copy by email, as follows:

GRAND COUNTY:

Community and Economic Development Director
125 East Center Street
Moab, Utah 84532
zlevine@grandcountyutah.net

with a copy to:

Grand County Attorney
csloan@grandcountyutah.net

SAN JUAN COUNTY:

Economic Development Director
Natalie Randall
117 South Main, PO BOX 490
Monticello UT 84535
nrandall@sanjuancounty.org

with a copy to:

San Juan County Attorney
sjattorney@sanjuancounty.org

This Agreement is effective as of the date first written above.

GRAND COUTY COUNCIL:

Evan Clapper, Chair

ATTEST:

Chris Baird, Grand County Clerk

SAN JUAN COUNTY COMMISSIONERS:

Kenneth Maryboy, Chair

ATTEST:

John David Nielson, San Juan County Clerk