

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective 1 July 2023 between the **CENTRAL WASATCH COMMISSION**, an interlocal entity of the state of Utah whose address is 41 North Rio Grande Street, Ste. 202, Salt Lake CWC, UT 84101 (“*CWC*”), and the **TOWN OF BRIGHTON**, a Utah municipality whose address is 7688 South Big Cottonwood Canyon Road, Brighton, UT 84121 (“*Brighton*”).

RECITALS:

A. UTAH CODE ANN. 11-13-202 and other provisions of the Interlocal Cooperation Act (UTAH CODE ANN. 11-13-101 *et seq.*) (the “*Interlocal Act*”) provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

B. CWC is an interlocal governmental entity with jurisdiction over and/or interest in the Central Wasatch Mountains, including Little Cottonwood Canyon, Big Cottonwood Canyon, and Millcreek Canyon (each a “*canyon*” and collectively the “*tri-canyons*”). Brighton is a Utah municipality located in Big Cottonwood Canyon. CWC and Brighton are public agencies for purposes of the Interlocal Act.

C. Providing clean and stocked public restrooms in the tri-canyons is essential to protect and promote water quality, sanitation and aesthetics. Consequently, CWC (as project administrator) entered into an agreement (the “*Maintenance Contract*,” which was approved by CWC’s governing body under its Resolution 2023-14) whereunder a qualified third-party provider (the “*Provider*”) will perform year-round cleaning, stocking and related services in the tri-canyons’ public restrooms from 1 July 2023 through 30 June 2024 for an annual total cost not to exceed \$62,000 (the “*Project*”).

D. Brighton desires to provide to CWC, and CWC desires to obtain from Brighton, funds to defray CWC’s Project costs as provided in this Agreement.

E. The parties desire to memorialize their agreement concerning such matters and have determined that their entry into this Agreement is mutually beneficial.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

Section 1. **Funding by Brighton.** Brighton shall pay \$20,000 (the “*Funds*”) to CWC for application against CWC’s payments to the Provider under the Maintenance Contract. Payment of the Funds shall be made in four quarterly installments of \$5,000 each, which shall be due and payable within ten business days after 1 July 2023, 1 October 2023, 1 January 2024 and 1 April 2024, respectively. CWC shall invoice Brighton before the payment due dates and shall use the Funds only to defray CWC’s Project costs to Provider under the Maintenance Contract. CWC shall acknowledge Brighton as a co-sponsor of the Project in all outreach materials and provide an annual report outlining Project accomplishments.

Section 2. **Contract Administration.** Notwithstanding Brighton’s obligation to pay the Funds to reimburse CWC for Project expenses under this Agreement, CWC retains all rights to administer, obligations, and liabilities all other aspects of the Maintenance Contract and will be

solely responsible administration of the Project.

Section 3. **Indemnification**. Both parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. Section 63G-7-101 *et. seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for the wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

Section 4. **Term**. This Agreement shall be in effect from 1 July 2023 through 30 June 2024.

Section 5. **Additional Interlocal Act Provisions**. In compliance with the requirements of the Interlocal Act and other applicable law:

(a) **No Separate Entity**. The parties agree that this Agreement does not create an interlocal entity.

(b) **Joint Board**. As required by UTAH CODE ANN. Section 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of Brighton’s mayor or designee and CWC’s executive director or designee. Any real or personal property used in the parties’ cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement.

(c) **Financing and Joint Cooperative Undertaking and Establishing Budget**. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review**. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the parties in accordance with UTAH CODE ANN. Section 11-13-202.5.

(e) **Copies**. Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. Section 11-13-209.

Section 6. **General Provisions**. The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement**. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

(b) **Captions**. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties.

(g) Time of Essence. Time is of the essence in this Agreement.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(i) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

(i) Upon personal delivery or actual receipt thereof; or

(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(j) 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 the Agreement.

IN WITNESS WHEREOF, Brighton, by resolution duly adopted by its Brighton Council, caused this Agreement to be signed by its mayor or designee and attested, and CWC, by resolution of its CWC Council, caused this Agreement to be signed by its mayor and attested.

[Signature page follows]

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION, a Utah interlocal entity

Jeff Silvestrini, CWC Secretary

Christopher F. Robinson, CWC Board Chair

Approved and reviewed as to proper form and compliance with applicable law:

Wm. Shane Topham

Wm. Shane Topham, CWC Attorney
Date: 13 June 2023

BRIGHTON:

ATTEST:

TOWN OF BRIGHTON

Kara John, Clerk

Danial E. Knopp, Mayor

Approved and reviewed as to proper form and compliance with applicable law:

Brighton Town Attorney
Date: __ _____ 2023