

INTERLOCAL COOPERATION AGREEMENT

by and between SALT LAKE COUNTY, the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, and the CITY OF COTTONWOOD HEIGHTS

This Agreement (~~this “ILA”~~ or “Agreement”) is entered into by and between Salt Lake County (the “County”), the Greater Salt Lake Municipal Services District (the “MSD”), and the ~~City~~city of Cottonwood Heights (“City”). This Agreement is entered into pursuant to the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq.

RECITALS

- WHEREAS, the County has jurisdiction over all unincorporated areas within the County;
- WHEREAS, the MSD provides planning and development services for the County respecting unincorporated areas;
- WHEREAS, on July 1, 2025, the land on which the Tavaci Subdivision (“Tavaci Development”) sits ~~will be~~was annexed by the City;
- WHEREAS, various applications, bonds, and permits, ~~have been and will be~~ (“applications”) were submitted to the County and MSD in association with the Tavaci Development before ~~that~~that annexation date;
- WHEREAS, the County, MSD, and City wish to memorialize a cooperative process for processing and transferring pre-July 1, 2025 applications for the Tavaci Development consistent with the Interlocal Cooperation Act.

AGREEMENT

1. Term (~~§(UCA § 11-13-206(1)(a))~~)

This Agreement will be effective immediately upon the last to occur of the events described in Section 11 and will remain in full force and effect until all obligations described herein have been fully completed, including but not limited to permit completion, bond administration, issuance of Certificates of Occupancy, and transfer of all files and records to City, but in no event shall the Agreement be effective beyond five (5) years after its effective date.

2. Purpose (~~§(UCA § 11-13-206(1)(c))~~)

The purpose of this Agreement is to coordinate the completion of all pre-July 1, 2025, Tavaci Development permit applications, bonds, and associated records by the County and MSD, ensure orderly transfer of relevant data and documentation to the City, and preserve legal protections and clarify responsibilities.

3. Scope

All complete permit applications including, but not limited to: grading, land use, and building permits with their associated submissions including, but not limited to construction plans, bond documents, soil and engineering reports, and other related materials—which were submitted to the County and MSD for the Tavaci Development on or before June 30, 2025,---shall be processed to completion solely by the County and MSD, regardless of the annexation status of the Tavaci Development. The City shall process and otherwise assume responsibility for applications or submissions received on or after ~~the effective date of the annexation into the City~~July 1, 2025.

4. No Creation of Interlocal Entity ~~(§UCA § 11-13-206(1)(b))~~

No separate legal or administrative **interlocal entity** is created under this Agreement. All obligations and decision-making concerning this Agreement and the applications shall be handled directly by the Parties or jointly by designated staff or administrator, and any acquisition, holding, or disposal of records or property shall be addressed by the Parties, consistent with UCA 11-13-206(1)(d) and (e).

5. Financing & Budget ~~(§UCA § 11-13-206(1)(d))~~

Each Party agrees to be responsible for its own costs, staffing and budgeting. No pooled or joint budget will be created, and no Party shall be deemed to have assumed the fiscal responsibility of another Party. All fees, costs and other payments collected by the County or the MSD prior to or after the effective date of this Agreement that are related in any way to the Tavaci Development shall be and remain the property of the said Parties and the City shall have no claim thereto except to the extent such monies relate to applications filed after June 30, 2025.

6. Termination & Property Disposal ~~(§UCA § 11-13-206(1)(e))~~

Upon completion of all obligations—defined as final permit actions, bond closures, Certificate of Occupancy issuance, and full file transfer—~~the~~this Agreement shall terminate automatically. Any remaining records, files, or related materials held by the County or MSD shall be formally transferred to the City pursuant to Appendix A; and no items associated with the Tavaci Development shall remain with the County or MSD. There shall be no joint ownership of property 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.

7. Withdrawal ~~(§UCA § 11-13-206(1)(f))~~

Any Party may withdraw from this Agreement at any time by providing sixty (60) days prior written notice to the other Parties. Such withdrawal does not affect the processing of any submissionsapplications received on or before June 30 and rights and obligations related to those submissionsapplications shall continue until completed. The City reserves the right to process any submissionsapplications that are not timely completed by the County or MSD.

8. Decision-Making (Voting) ~~§(UCA § 11-13-206(1)(g))~~

No formal voting structures or joint governing boards will be established by this Agreement. For coordination purposes, the Parties shall defer to their respective Planning Directors or authorized designees, each of whom shall have full authority to represent the County, the MSD and the City, respectively. Any joint decisions shall be made by consensus of the Parties, meaning that all three designated representatives must agree.

9. Other Necessary & Proper Matters ~~§(UCA § 11-13-206(1)(h))~~

- **Performance of Statutory Duties:** Any permits, bonds, or approvals lawfully issued by the County and MSD under this Agreement shall satisfy the County's and MSD's obligations under Utah law.
- **Public Records:** Parties shall maintain submitted documents in accordance with the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code.
- **Indemnification:** Each Party shall indemnify and defend itself against claims arising from its own actions under this Agreement consistent with Utah law but shall not be liable or responsible for the action or inaction of another Party.
- **Representation in Litigation:** Each Party will represent itself in litigation at its own cost.
- **Retention of Governmental Immunity:** The County and MSD retain governmental immunity for permitting actions taken after annexation respecting applications submitted on or before June 30, 2025. The City shall have governmental immunity for permitting actions taken by it respecting applications submitted after July 1, 2025. Each Party acknowledges this immunity protection and agrees to defend, indemnify and hold the County and MSD other Parties harmless respecting the same.

10. Appendices Incorporated

- **Appendix A:** Transfer & Delivery Schedule
- **Appendix B:** Notice & Contact Information

Appendices A and B are incorporated by reference as part of this Agreement.

11. Interlocal Cooperation Act Compliance

For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to ~~Utah Code~~UCA § 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~~UCA § 11-13-202.5.

(c) A duly executed original counterpart or copy of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to ~~Utah Code~~UCA § 11-13-209.

12. Execution

The Agreement may be executed in counterparts and will be effective as provided in Section 1 above.

~~(Remainder of page intentionally left blank)~~

INTERLOCAL AGREEMENT – SIGNATURE PAGE

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Review and Advice as to form and legality:

By: _____
Deputy District Attorney

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By: _____

Title: _____

Date: _____

Review and Advice as to form and legality:

By: _____
Attorney for the MSD

COTTONWOOD HEIGHTS ~~CITY~~

By: _____

Title: _____

Michael T. Weichers, Mayor

Date: _____ August 19, 2025

ATTEST: _____ Review and Advice as to form and legality:

By: _____ By: _____

Tiffany Janzen, Recorder Wm. Shane Topham, City Attorney

Appendix A – File Transfer & Delivery

1. PURPOSE

This appendix sets forth the format, timing, and method for County and MSD to transfer necessary documents and records to the City.

2. DOCUMENT CATEGORIES & DELIVERY DEADLINES

Document Type	Timing of Submission	Delivery Method	Responsible Party
Soil reports (preliminary & final plat)			
Engineering/subdivision files			
Grading permits			
Land use permits (pre-July 1)			
Building permits & Certificates of Occupancy			
Landscaping/infrastructure bonding & release documents			

3. METHOD OF TRANSFER & ACKNOWLEDGEMENT OF RECEIPT

- The County and MSD may transfer the documents to the City via email, direct mail, or by delivery.
- The City shall **acknowledge receipt** within 3 business days. If files are incomplete or corrupt, the County or MSD must re-transmit within 2 business days after having been so notified.

4. FINAL AUDIT & CLOSE OUT

Within 60 days following final delivery, the Parties will conduct a joint **file completeness audit**. Any missing files must be supplied within 15 business days.

Appendix B – Notice & Contact Information

1. NOTICES

All notices required by this ILA shall be delivered to the individuals listed below and are deemed delivered when:

- Sent via e-mail with confirmed delivery/read receipt, or
- Sent via postal mail or delivery service (return receipt requested), or
- Personally delivered (with signed acknowledgement).

2. ENTITY CONTACTS

Entity	Primary Contact	Title	Address	Email	Phone
Salt Lake County					
MSD	Trent Sorensen	Director of Planning & Development Services	860 Levoy Drive, Suite 300, Taylorsville, UT 84123	tsorensen@msd.utah.gov	385-459-9625
Cottonwood Heights City	<u>Jim Spung</u>	<u>CED Director</u>	<u>2277 East Bengal Blvd., Cottonwood Heights, UT 84121</u>	<u>jspung@ch.utah.gov</u>	<u>801-944-7060</u>

3. UPDATING CONTACT INFO

Each Party shall provide written update to all other Parties within **10 business days** after any change in contact information.