

County Contract No. _____
DA # 25CIV000920

**INTERLOCAL COOPERATION AGREEMENT
FOR
PASSTHROUGH CONTRACT
BETWEEN
SALT LAKE COUNTY
AND
CENTRAL WASATCH COMMISSION**

THIS PASSTHROUGH CONTRACT (“Contract”), is between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of the Division of Parks and Recreation ("County") and **CENTRAL WASATCH COMMISSION**, an interlocal entity, (“CWC”). County and CWC may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the United States Department of Agriculture (USDA) Forrester Service, Intermountain Region, Uinta-Wasatch-Cache National Forest, Salt Lake Ranger District, hereinafter referred to as the “U.S. Forest Service” and County, under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C 498 as amended by Pub. L. 104-127) are parties to contract 23-CO-1141900-23 where County collects and deposits use fees for Millcreek Canyon for the U.S. Forest Services to maintain and improve recreation facilities and natural resources in Millcreek Canyon (“Collection Agreement”); and

WHEREAS, the Forest Service has directed County to withhold up to Forty Thousand Dollars (\$40,000.00) of the fees collected under the Collection Agreement in 2025 (“Funds”), and pass the Funds onto CWC for CWC to provide for the removal of garbage, occasional snow removal, purchasing of bathroom supplies, and pumping vault toilets on U.S. Forest Service land and property in Millcreek Canyon (the “Project”), as detailed by this Contract; and

WHEREAS, CWC is an interlocal entity that was formed effective June 29, 2017, pursuant to the “Central Wasatch Commission Interlocal Agreement” which now includes Salt Lake City, Sandy City, the City of Cottonwood Heights, Town of Alta, City of Millcreek, Park City, Town of Brighton, and Sandy City; and

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, CWC and County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, County is not purchasing goods or services for County, therefore this Contract was not competitively procured.

WHEREAS, The Parties were unable to execute a contract before CWC started rendering services; consequently, this agreement will be deemed effective as of July 1, 2025 although signed at a later date.

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof, and for other good and valuable consideration the receipt, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The Recitals stated above are incorporated herein and made a material part of this Contract.

2. COUNTY'S OBLIGATION.

A. Passthrough of Funds. County will reimburse CWC up to Forty Thousand Dollars (\$40,000.00) in Funds conditioned and subject to the terms and conditions of this Contract.

3. CWC'S OBLIGATIONS AND REPRESENTATIONS.

A. CWC acknowledges that the Funds provided to CWC under this Contract are U.S. Forest Service funds provided through County public funds received pursuant to the Collection Agreement.

B. Fund Eligible Uses: CCC may only use the funds as follows:

(a) Thirty Thousand Dollars (\$30,000.00) for a cleaning contract (including the removal of garbage, occasional snow removal, and purchasing of bathroom supplies.

(b) Ten Thousand Dollars (\$10,000.00) available for pumping vault toilets.

C. Request for Reimbursement. CWC shall furnish to County a Request for Reimbursement, in a format provided or approved by County, together with such invoices or other supporting documentation as County may reasonably require.

- D. Reporting Requirements. CWC shall submit to County a Project Status Report in a format provided or approved by County no later than December 31st, 2026.
- E. Return of Funds. Any Funds not used by CWC in accordance with this Contract will be returned to the Forest Service through quarterly billing.
- F. Deadline to Request Reimbursement of Funds. All requests for reimbursement under this Contract shall be made on or before December 31, 2026.
- G. Right to Verify and Audit. County reserves the right to verify all representations by CWC and all records relating to this Contract and to audit the use of Funds received by CWC under this Contract, and the accounting of such use. If County requests an audit, CWC agrees to cooperate fully with County and its representatives in the performance of the audit.
- H. Noncompliance. CWC agrees that County may withhold Funds or other funds or require repayment of Funds from CWC for noncompliance with this Contract, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies. If County or the U.S. Forest Service determine that CWC used any portion of the Funds for anything other than for the purposes identified herein, CWC shall immediately pay to County an amount equal to the amount of Funds spent for purposes other than those identified herein.

4. TERM AND EXPENDITURE DEADLINE.

- A. Term of Contract. Upon signature by both parties, this Contract will be deemed effective as of July 1, 2025 (the “Effective Date”) and all services properly provided in a manner compliant with this Contract will be covered by this Contract. This Contract shall terminate on December 31, 2026.

5. INDEPENDENT CONTRACTOR AND TAXES.

- A. CWC is an independent contractor. CWC shall discharge all of the obligations of an independent contractor under federal, state, and local law, including but not limited to, those obligations relating to employee supervision, benefits, and wages; taxes; unemployment compensation and insurance; social security; workers’ compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. This Contract does not create a partnership, joint venture, or employer/employee relationship.

6. NO THIRD-PARTY BENEFICIARIES.

- A. The Parties agree that CWC’s obligations under this Contract are solely to County. This Contract shall not confer any rights to third parties.

7. AGENCY.

- A. No agent, employee, or servant of CWC or County is or shall be deemed to be an employee, agent, or servant 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 employees, agents, or servants of the other Party. CWC and County shall be entirely responsible for their acts and for the acts of their agents, employees, and servants during the performance of this Contract.

8. COUNTY REPRESENTATIVE.

- A. County will appoint an employee as County's representative to assist in its administration of this Contract and to coordinate performance of the services to be provided by CWC under this Contract. County's representative does not have authority to amend or alter this Contract.

9. CWC REPRESENTATIVE.

- A. CWC shall designate an employee within its organization who is authorized to act as CWC's representative in its performance of this Contract. CWC shall make known to County the name, title, and contact information of this employee. CWC's representative shall have the responsibility of working with County to coordinate the performance of its obligations under this Contract.

10. STANDARD OF PERFORMANCE.

- A. CWC agrees to perform its services under this Contract with the highest standard of professionalism observed by professionals in its industry.

11. INDEMNIFICATION.

- A. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-10 I to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, the County and CWC 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 CWC shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

12. EARLY TERMINATION.

- A. Termination for Breach. County may terminate this Contract for breach by CWC, effective upon written notice to CWC stating County's intention to terminate this Contract.
- B. Termination for Convenience. This Contract may be terminated by County for any reason or for no reason, upon not less than thirty (30) days' prior written notice to CWC delivered in accordance with this Contract stating County's intention to terminate this Contract. Upon such termination, CWC shall be paid for all services in compliance with this Contract up to the date of termination.
- C. Termination Notices. All notices required under this Section 17 shall be made in writing and shall be sent via email to the Parties at the following addresses:

COUNTY: slco-purchasing@saltlakecounty.gov

CWC: lindsey@cw.utah.gov

Notice shall be effective upon the next business day.

13. RECORDS.

- A. CWC agrees to maintain its books and records in such a way that any Funds received from the U.S. Forest Service through the County will be shown separately on CWC's books. CWC shall maintain records adequate to identify the use of the Funds for the purposes specified in this Contract. CWC shall make its books and records available to the County and the U.S. Forest Service at reasonable times. CWC shall maintain all records relating to this contract for a period of seven (7) years from the completion of the performance of the Contract and shall provide County said records upon request, at no additional cost, within ten (10) business days.

14. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

- A. CWC acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code §§ 63G-2-101 to -901. Any document submitted to County is considered a "public record" unless otherwise protected under state statute.

15. ASSIGNMENT.

- A. CWC shall not assign or transfer its obligations nor its rights to compensation under this Contract without the prior written approval of County, which may be withheld at

County's sole discretion. County reserves the right to assert any claim or defense it may have against CWC and against any assignee or successor-in-interest of CWC.

16. TIME.

- A. The Parties agree that time is of the essence in the performance of this Contract. The time set forth for performance in this Contract shall be strictly followed and any default in performance according to the times required shall be a breach of this Contract and shall be just cause for immediate termination by County of this Contract and pursuit of any remedy allowed by this Contract and by law.

17. ENTIRE CONTRACT.

- A. County and CWC agree that this Contract constitutes the entire integrated understanding between County and CWC, and that there are no other terms, conditions, representations, or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Contract. This Contract may not be enlarged, modified, or altered, except in writing, signed by the Parties.

18. WAIVER.

- A. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Contract shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

19. GOVERNING LAW AND VENUE.

- A. This Contract shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance, without regard to Utah's choice of law provisions. All actions, including but not limited to court proceedings, administrative proceedings, and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah, within Salt Lake City, in the Third Judicial District Court for Salt Lake County.

20. COUNTERPARTS.

- A. This Contract may be executed in several counterparts.

21. SEVERABILITY AND SURVIVAL.

- A. If any provision of this Contract shall be invalid, prohibited, or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining

provisions of this Contract. Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract will survive the termination or expiration of this Contract and will be enforceable by the other Party.\

22. ADDITIONAL INTERLOCAL ACT PROVISIONS. In compliance with the requirements of the Act and other applicable law:

- A. No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.
- B. Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.
- C. Financing 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 County and City in accordance with UTAH CODE ANN. § 11-13-202.5.
- E. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.
- F. Manner of Acquiring, Holding or Disposing of Property. The Property shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties execute this Contract the day and year recited above.

SALT LAKE COUNTY:

Signature: _____
Mayor or Designee

Date: _____

Division Review:

Signature: _____
Director

Reviewed as to Form and Legality:

Signature: _____

CENTRAL WASATCH COMMISSION:

Signature: _____

Date: _____