

INTERLOCAL COOPERATION AGREEMENT

Between

THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT,

MAGNA CITY

and

WEST VALLEY CITY

This Interlocal Cooperation Agreement (this “Agreement”) is made and entered into this _____ day of _____, 2025, with an effective date as provided in Section 14 of this Agreement, by and between the Greater Salt Lake Municipal Services District and Magna City, a municipal corporation of the State of Utah (collectively, the Greater Salt Lake Municipal Services District and Magna City are described herein as “Magna”); and West Valley City, a municipal corporation of the State of Utah (“WVC”). WVC, the Greater Salt Lake Municipal Services District, and Magna City are sometimes referred to collectively as the “Parties” and either may be referred to individually as a “Party,” all as governed by the context in which such words are used.

W I T N E S S E T H :

WHEREAS, Magna and WVC are public agencies as defined by Title 11, Chapter 13, UTAH CODE ANN. (the “Interlocal Act”). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, pursuant to the Federal Aid Agreement (“FAA”), attached hereto as Exhibit “A” and incorporated herein, for Project No. F-2238(2)0 (the “Project”), 7200 West; 3500 South to 4100 South, WVC is identified as a Local Government awarded financing from federal-aid highway funds; and

WHEREAS, in addition to the federal-aid highway funds, both WVC and Magna shall provide funds for the Project; and

WHEREAS, Magna and WVC desire to enter into an agreement, which sets forth the rights, obligations and responsibilities of each Party for the Project.

A G R E E M E N T :

NOW, THEREFORE, in reliance on the stated recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings, the Parties hereby agree as follows:

1. WVC Obligations. Except as provided in Section 2 of this Agreement, WVC shall perform all of Section III of the FAA, Local Agency Roles and Responsibilities on a Federally Funded Local Government Project. These obligations include, but are not limited to: design, bidding, and construction of the Project through the Utah Department of Transportation (“UDOT”). WVC will consult with Magna in making project decisions and will give Magna deference in making decisions within the jurisdictional area of Magna provided that such deference does not increase the cost of the project at WVC’s expense. WVC shall diligently cooperate with Magna to ensure that the decisions are sound and made in a timely manner. WVC shall receive 60% of the funding allocated pursuant to the FAA (including any addenda or modifications) and shall be responsible for 60% of the local matching funds for the Project. For betterments requested by WVC, WVC shall be responsible for 100% of the cost.

2. Magna Obligations.

a. Magna shall perform the following:

- i) Magna shall receive 40% of the funding allocation pursuant to the FAA (including any addenda or modifications) and shall be responsible to pay 40% of the local matching funds. The local match is 6.77% of each federal dollar spent. For betterments requested by Magna, Magna shall be responsible for 100% of the cost.
- ii) In the event that the Project costs exceed or overrun the federal funds allocated pursuant to the FAA (including any addenda or modifications), Magna agrees to pay 40% of the cost exceeding the federal funds, (the “Magna Additional Amount”). However, Magna shall not be obligated to pay any additional amount exceeding the federal funds that results from Change Orders that are not approved by Magna.
- iii) The Parties agree that upon receiving a project related invoice, WVC will invoice Magna for Magna’s share of that invoice as defined above. Magna will pay WVC within 30 days after receipt of any invoice from WVC.

3. Approval and Coordination. WVC shall obtain Magna approval of all Project design plans, drawings, and specifications prior to bid for the portion of the Project within Magna city and/or jurisdictional limits. In addition, WVC shall obtain Magna approval for the Project schedule, Project construction coordination, including change orders, and any Project modification within Magna city limits. Magna shall cooperate and respond to all requests for approval promptly after receipt of any such request and shall not unreasonably withhold, condition, or delay any approval required under this paragraph or elsewhere in this Agreement.

4. Services Performed in a Professional and Reasonable Manner. WVC shall perform project management in a professional, reasonable and responsive manner in compliance with all

applicable laws. Subject to the foregoing, the exact nature of how the services are to be performed, and any other matters incidental to providing services shall remain with WVC. All construction will comply with applicable law.

5. Retaining Consultants and Contractors. WVC will consult with Magna and consider input from Magna in selecting consultants.

6. Termination. If the design and construction of the Project are not completed by the end of the term as set forth herein, and WVC desires to extend this Agreement, WVC shall request an extension from Magna as soon as reasonably possible. The request shall be in writing and shall indicate the reason for the request and the length of the extension desired. Magna shall not unreasonably withhold, condition, or delay its acceptance of a request by WVC for an extension. Within 30 days of receipt of such written request, Magna shall notify WVC in writing of its intent to accept or reject the request, and the Parties shall amend this Agreement with a new termination date if accepted. This Agreement may be terminated, for cause, upon 90 days written notice to the non-terminating Party or Parties if the other Party or Parties fail to cure the default identified in the written notice within the 90 day notice period.

7. Liability and Indemnification. Magna and WVC are governmental entities under the Utah Governmental Immunity Act (the "Act"), UTAH CODE ANN. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither Party waives any defenses otherwise available under the Act nor does any Party waive any limits of liability currently provided by the Act.

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

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) 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 Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any budgeting and financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board consisting of the City Manager of WVC, a representative of the Greater Salt Lake Municipal Services District, and the City Manager of Magna City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that 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.

9. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows, or (c) upon receipt of an e-mail notice addressed to the respective Parties as follows:

If to Magna City:

With a copy to:

If to the MSD:

With a copy to:

If to WVC:

Ifo Pili
City Manager
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
E-mail: _____

With a copy to:

J. Eric Bunderson
City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
E-mail: eric.bunderson@wvc-ut.gov

10. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

11. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either 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, and signed by the Parties.

13. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the governing bodies of WVC, the Greater Salt Lake Municipal Services District, and Magna City, including the adoption of any necessary resolutions or ordinances by the Parties authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for WVC and Magna, respectively, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

14. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the adoption of a resolution by the governing body of the Parties, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate on the earlier of (i) the completion of the Project or (ii) within seven (7) years after the execution of this Agreement as set forth herein. Except as otherwise provided in Section 6 there is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

15. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

16. Additional Provisions. The following provisions also are integral to this Agreement:

(a) Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision hereof.

(i) Attorney Fees. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(k) 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 provisions of this Agreement.

(l) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(m) 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 in their entirety within the body of this Agreement.

(n) No Agency. Agents, employees or representatives of a Party shall not be deemed to be agents, employees or representatives of the other Party.

IN WITNESS WHEREOF, WVC, by a resolution duly adopted by its City Council, caused this Agreement to be signed and attested by the Mayor, or her designee; and Magna City, by a resolution duly adopted by its City Council, caused this Agreement to be signed by the Mayor, or his designee; and the Greater Salt Lake Municipal Services District, by a resolution duly adopted by its governing board, caused this Agreement to be signed and attested by the Chair.

MAGNA CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form and Legality:

MAGNA CITY ATTORNEY

By: _____

Date: _____

WEST VALLEY CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form and Legality:

WEST VALLEY CITY ATTORNEY

By: _____

Date: _____

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By: _____
Chair

ATTEST:

Clerk

Approved as to Form and Legality:

COUNSEL FOR THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____

Date: _____