



Memorandum

To: Town Council
From: Ryan Gubler, Director of Parks and Recreation
Date: November 5, 2025
Re: **Interlocal Agreement Between Town of Springdale and Washington County**

Earlier this year, staff submitted an application to the Washington County Tourism Tax Advisory Board for funding assistance for the River Park project via their Destination Development Funding program. These funds are collected by the County via transient room tax (TRT) and then dispersed to different entities throughout Washington County for projects that meet specific criteria. The Tax Advisory Board made a recommendation to the County Commission to approve the application, which the County Commissioners did in their October 9th meeting.

As part of the agreement, the County agreed to fund phase 1 of the project to the tune of \$684,000 with the Town contributing a 50% match. They also agreed to fund a future phase 2 of the project by committing an additional \$566,000 when the Town has sufficient funds for a match.

An interlocal agreement has been reviewed and approved by the County Commission and their legal team. The Town's legal team has also reviewed the agreement and is comfortable with the terms. A copy of the agreement has been attached for the Council to review.

A copy of the funding application is available for the Council to review and may be requested by contacting Ryan Gubler.

Staff requests that the Council approve the interlocal agreement and direct the Mayor to sign.

INTERLOCAL AGREEMENT BETWEEN WASHINGTON COUNTY, UTAH, AND THE
TOWN OF SPRINGDALE FOR FUNDING TO ASSIST IN THE CONSTRUCTION OF THE
GEORGE A. BARKER RIVER PARK EXPANSION

This Interlocal Agreement (“Agreement”) is made as of October 9, 2025, (the “Effective Date”) by and between the Town of Springdale (“Town”) with offices at 118 Lion Boulevard, Springdale, Utah 84767 and Washington County, Utah, (“County”) with offices at 111 East Tabernacle Street, St. George, Utah 84770.

RECITALS

WHEREAS, Washington County receives tourism tax revenues, colloquially referred to as TRT and TRCC, that may only be spent to promote and establish tourism and recreation in the County;

WHEREAS, pursuant to Utah Code Annotated 11-13-1 *et seq.*, public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action and both Town and the County are public agencies as defined in Utah Code Annotated 11-13-103(19);

WHEREAS, the Washington County Tourism Tax Advisory Board (“TAB”) shall make recommendations to the county legislative body on the best use of tourism tax revenues;

WHEREAS, events and projects that promote and establish tourism and recreation often request funds from the county tourism tax revenues;

WHEREAS, Washington County Code 2-6-5(C) establishes that funding to other governmental agencies for capital projects shall be done through an interlocal agreement;

WHEREAS, Town is preparing to complete a phased expansion of the George A. Barker River Park (“Project”);

WHEREAS, Springdale is heavily impacted by visitors, and the Project will provide more amenities for visitors and residents, improve access to trail systems, and the Virgin River for outdoor recreation;

WHEREAS, the total cost of the Project is approximately \$2,520,000;

WHEREAS, Town will contribute approximately \$1,270,000 to total project costs and Town has requested funds of \$1,250,000 from TAB to assist with the construction of the Project;

WHEREAS, TAB recommends approving \$1,250,000 of County TRT and/or TRCC funding for the Project; and

WHEREAS, County desires to provide funding to Town to complete the construction of this Project.

THEREFORE, the parties agree as follows:

AGREEMENT

- 1.1 County Funding. County shall provide Town the sum of \$1,250,000 (“Funding”) to be used by the Town solely to cover expenses associated with the Project. County will provide Town the Funding in two phases as follows:
 - 1.1.1 Phase 1 in the amount of \$684,000 within thirty days after January 1, 2026.
 - 1.1.2 Phase 2 in the amount of \$566,000 within thirty days of Town providing copies of final design and construction contract of Phase 2 to County.
- 1.2 Town Obligation. During each phase of the project as funded by County, Town shall provide County with quarterly written updates on the progress of the Project. Upon completion of each phase of the Project, Town shall provide County with a final report for the completed phase. All reports should demonstrate that the Project is being completed in accordance with the Project description and timeline identified in the Project application and presentation to the TAB.
- 1.3 Return of Funding. County reserves the right to require Town to return the funds, in whole or part, if the Project has failed to meet the Timeline identified in this Agreement or the Project is no longer practicable. Any such request will be submitted in writing to Town’s address listed above. Town may request County for a Timeline extension; such a request must be in writing and approved by the TAB and the Washington County Board of Commissioners.
- 1.4 Timeline. The Project is expected to be completed by the following date: Phase 1 of the George A Barker River Park Expansion by December 31, 2026. Phase 2 completion date will be determined when plans and construction documents are submitted for that phase, and at that point Town shall provide County, in writing, an expected completion date.
- 1.5 Town’s Use of Funds. Town agrees to use the Funding for the Project in compliance with all applicable state laws, including but not limited to Utah Code Annotated 59-12-301 *et seq.* and 59-12-601 *et seq.*
- 1.6 Required Signage. In cooperation with Town, Washington County will be allowed to place signage at the Project site with the Greater Zion and/or Washington County logos, such signage will contain language acknowledging the use of the Funding. All signs must comply with Town’s sign requirements as found under Town of Springdale’s Code, Chapter 24 – Sign Regulations. The Town has final authority on sign placement.

2. INTERLOCAL AGREEMENT REQUIREMENTS

- 2.1 Resolution. To the extent that this Agreement is governed by Utah Code Ann. 11-13-202.5, each Party agrees to comply with the provisions set forth in 11-13-202.5.

- 2.2 Attorney Review. This Agreement has been submitted to attorneys authorized to represent the public agencies for review as to proper form and compliance with applicable law in accordance with Utah Code Ann. 11-13-202.5.
- 2.3 Filing. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party.
- 2.4 No Interlocal Entity. 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 the duly assigned employees of the Parties. 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, and 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.

3. GENERAL TERMS

- 3.1 Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement on behalf the Parties set forth herein.
- 3.2 Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- 3.3 Severability. The articles, sections, paragraphs, sentences, clauses, and phrases of this Agreement, and the application thereof, are expressly declared to be severable. If any such article, section, paragraph, sentence, clause, or phrase, or the application thereof, shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining articles, sections, paragraphs, sentences, clauses, or phrases, or applications, of this Agreement.
- 3.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without giving effect to the principles of conflict of laws. Any dispute regarding this Agreement shall only be brought in a state or federal court of competent jurisdiction in Washington County, State of Utah. Each Party hereby irrevocably submits to the exclusive jurisdiction of any such court for purposes of any action arising out of this Agreement.
- 3.5 Captions. The Captions to the various Articles and Sections of this Agreement are for convenience and ease of reference only, and neither define, limit, augment, nor describe the scope, content, and/or intent of this Agreement or any part or parts hereof.
- 3.6 Counterparts. This Agreement may be executed simultaneously in one or more counterpart(s), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 3.7 No Partnership or Joint Venture. Neither any other provisions contained in this Agreement nor any acts of any Party shall be deemed or construed by another Party or by any third person to create the relationship of partnership or shared venture of any association between the Parties, other than contractual relationships stated in this Agreement.
- 3.8 Waiver. The failure of either Party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.
- 3.9 Termination of Agreement. This Agreement shall be in full force and effect and be legally binding upon the Parties only after its approval and execution by the governing bodies of each of the Parties. This Agreement shall automatically terminate at the completion of the Project and Town's production of the final Report to County.
- 3.10 No Third-Party Beneficiary. This Agreement is intended for the benefit of the Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.
- 3.11 Entire Agreement. This Agreement contains the entire agreement between the County and Town concerning its subject matter and shall not be modified except by written agreement duly executed by the Parties hereto. There are no oral understandings or agreements not set forth herein.

(Signatures on next page)

TOWN OF SPRINGDALE

Barbara Bruno, Mayor

Date: _____

ATTEST:

Aren Emerson, Town Clerk

APPROVED AS TO FORM:

J. Gregory Hardman, Town Attorney

WASHINGTON COUNTY

Victor Iverson, Chair
Washington County Commission

Date: _____

ATTEST:

Ryan Sullivan
Washington County Clerk-Auditor

APPROVED AS TO FORM:

County Attorney