

CENTRAL WASATCH COMMISSION

RESOLUTION No. 2021-25

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE WITHDRAWAL OF SALT LAKE COUNTY FROM THE CENTRAL WASATCH COMMISSION

WHEREAS, UTAH CODE ANN. §11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the Central Wasatch Commission interlocal entity (the “CWC”) and Salt Lake County (the “*County*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, the County (together with Salt Lake City, Sandy City and the city of Cottonwood Heights) was a founder of the CWC pursuant to the 30 May 2017 “Central Wasatch Commission Interlocal Agreement” (the “CWC ILA”) and has been a member of the CWC since that time; and

WHEREAS, the County now desires to withdraw from the CWC effective 30 June 2022 as authorized by Section IX(A)(2) of the CWC ILA and to fund a \$200,000 contribution to the CWC for the CWC’s current budget year, all as contemplated by a proposed interlocal cooperation agreement (the “*Agreement*”) between the County and the City; and

WHEREAS, the Board of Commissioners (the “*Board*”) of the CWC met in regular session on 6 December 2021 to consider, among other things, approving the CWC’s entry into the Agreement; and

WHEREAS, the Board has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the attorney for the CWC has approved the form of the Agreement as required by UTAH CODE ANN. §11-13-202.5(3); and

WHEREAS, after careful consideration, the Board has determined that it is in the best interests of the health, safety and welfare of the CWC and its constituents to approve the CWC’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Central Wasatch Commission interlocal entity that the attached Agreement with the County is hereby approved, and that the Chair and Secretary of the Board are authorized and directed to execute and deliver the Agreement on behalf of the CWC.

This Resolution, assigned no. 2021-25, shall take immediate effect.

PASSED AND APPROVED this 6th day of December 2021.

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Michael J. Peterson, Secretary

By: _____
Christopher F. Robinson, Chair of the Board

VOTING OF THE BOARD:

Jim Bradley	Yea ___ Nay ___
Max Doilney	Yea ___ Nay ___
Marci Houseman	Yea ___ Nay ___
Dan Knopp	Yea ___ Nay ___
Erin Mendenhall	Yea ___ Nay ___
Michael J. Peterson	Yea ___ Nay ___
Christopher F. Robinson	Yea ___ Nay ___
Jeff Silvestrini	Yea ___ Nay ___
Harris Sondak	Yea ___ Nay ___
Jennifer Wilson	Yea ___ Nay ___

DEPOSITED in the office of the Secretary this 6th day of December 2021.

FILED AND RECORDED this ___ day of December 2021.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____ 2021 by and between SALT LAKE COUNTY, a *body* corporate and politic of the State of Utah, whose address is 2001 South State Street, Salt Lake City UT 84190 (“*Grantor*”), and the CENTRAL WASATCH COMMISSION, a Utah interlocal entity whose address is 41 North Rio Grande, Ste. 202, Salt Lake City, UT 84101 (the “*CWC*”). Grantor and the CWC are each a “*party*” and collectively are the “*parties*” to this Agreement.

RECITALS

- A. The CWC is an interlocal entity created pursuant to the “Central Wasatch Commission Interlocal Agreement” dated 30 May 2017 (the “*Original CWC ILA*”) and resulting action of the Utah Lieutenant Governor on 29 June 2017.
- B. Grantor has served as a “Member” of the CWC since its inception and has provided funding (at its election) to the CWC to assist the CWC’s operations during the time period that Grantor has served on the CWC.
- C. Grantor has decided to withdraw from its membership in the CWC effective as of June 30, 2022, and the parties now desire to acknowledge that intention and to confirm their understanding of circumstances related to certain payments made (and to be made) by Grantor to the CWC.
- D. In 2020, Grantor paid the CWC \$192,000 for the time period June 2020-June 2021. This payment was made pursuant to an appropriation of \$200,000 approved by the Salt Lake County Council (the “Council”) in December 2019 in connection with the Grantor’s 2020 budget. That appropriation was later reduced by Grantor by \$8,000 on account of a COVID-19 budget cut.
- E. An additional \$200,000 was appropriated by the Council in December 2020 in connection with the Grantor’s 2021 budget, for the time period June 2021 – June 2022. Grantor has not yet paid to CWC any of this \$200,000 amount that was appropriated in Grantor’s 2021 budget.
- F. 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.
- G. Grantor and the CWC are “public agencies” as contemplated in the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101, *et seq.* (the “*Interlocal Act*”).
- H. Pursuant to UTAH CODE ANN. §11-13-215, “[a] county, city, town, or other political subdivision may, at the discretion of the local governing body, share its tax and other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency.”
- I. The parties desire to enter into this “interlocal agreement” to reflect their understanding described above.

- J. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Act, the parties hereby agree as follows:

1. **Notice of Withdrawal.** Pursuant to the Original CWC ILA, Grantor hereby provides notice to the CWC of Grantor's intention to withdraw from the CWC effective as of June 30, 2022.
2. **Contribution.** By December 31, 2021 Grantor will pay to the CWC the \$200,000 referenced in Recital E for the time period June 2021-June 2022.
3. **Future Contributions.** The parties acknowledge that Grantor does not intend to continue its annual contribution to the CWC at this time. Following the contribution of the \$200,000 described in Section 2 above, no additional contributions or payments will be due by Grantor to the CWC.
4. **Additional Interlocal Act Provisions.**
 - a) **No Separate Entity.** This Agreement does not create a separate legal/interlocal entity.
 - b) **Approval.** This Agreement shall be approved by each party's legislative body pursuant to UTAH CODE ANN. § 11-13-202.5.
 - c) **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. § 11-13-202.5.
 - d) **Counterparts.** Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. § 11-13-209.
5. **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.
6. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
7. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings concerning the subject matter of this Agreement. No statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

8. **Time.** Time is the essence of this Agreement.
9. **Severability.** If any term or provision of the Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

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

DATED effective the date first-above written.

GRANTOR:

SALT LAKE COUNTY

Its: _____

Approved in accordance with Utah Code Ann. § 11-13-202.5

CENTRAL WASATCH COMMISSION

Christopher F. Robinson, Board Chair

Approved in accordance with Utah Code Ann. § 11-13-202.5

Wm. Shane Topham

Wm. Shane Topham, CWC Attorney