

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND  
THE CITY OF CEDAR HILLS RELATED TO CANYON ROAD**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between Utah County, a political subdivision of the State of Utah, hereinafter referred to as County and the City of Cedar Hills, a political subdivision of the State of Utah, hereinafter referred to as Entity.

WITNESSETH:

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act (Act), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Entity and County and,

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Act; and

**NOW, THEREFORE**, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

**Section 1. EFFECTIVE DATE; DURATION**

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until terminated, but is no longer than 3 years from the date of this Agreement. This Agreement shall not become effective until it has been

reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for <sup>Cedar Hills</sup> ~~Pleasant Grove~~ City. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

**Section 2. ADMINISTRATION OF AGREEMENT**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, County, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

**Section 3. PURPOSES**

This Agreement has been established and entered into between the County and Entity for the reconstruction of Canyon Road/100 East (Road) which may include construction of various utility appurtenances and other improvements which benefit the Entity, that the Entity desires to have the County include in the design and construction of the project.

**Section 4. PARTIES RESPONSIBILITIES**

1. COUNTY shall:
  - Execute a change order with the design consultant for the utility design requested by ENTITY
  - provide and install utility improvements requested by ENTITY as part of the Road project, as more fully described in construction plans, when completed.
2. ENTITY shall:
  - Provide written acceptance or denial of the design within 14 calendar days of

receipt of final construction drawings and prior to the advertisement for bids on the project.

- Provide written acceptance or denial of the construction bid additive alternate for utilities for ENTITY within 7 calendar days of bid opening and prior to the notice of award for bids on the project.
- Pay County for the work performed and improvements installed in conjunction with the Road project. ENTITY shall make payments to COUNTY as invoiced for the design, inspection, and construction of improvements. Payment shall be made within 30 days of invoice.

#### **Section 5. METHOD OF TERMINATION**

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

#### **Section 6. INDEMNIFICATION**

The Entity and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (GIAU). Subject to the provisions of the GIAU, the Entity and County agree to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Entity or the County under the GIAU.

**Section 11. NO PRESUMPTION**

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

**Section 12. HEADINGS**

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

**Section 13. BINDING AGREEMENT**

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

**Section 14. NOTICES**

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

**Section 15. ASSIGNMENT**

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

**Section 16. GOVERNING LAW**

All questions with respect to the construction of this Agreement, and the rights and liability

of the parties hereto, shall be governed by the laws of the State of Utah.

**UTAH COUNTY**

Authorized by Resolution No. 2018-\_\_\_\_, authorized and passed on the \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

By: \_\_\_\_\_  
NATHAN IVIE, Chairman

ATTEST: BRYAN E. THOMPSON  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:  
JEFFREY R. BUHMAN, Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

**CITY OF CEDAR HILLS**

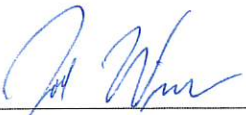
Authorized by Resolution No. 01-16-2018A, authorized and passed on the 16th day of January, 2018.

By: Jenney Rees  
Jenney Rees, Mayor

ATTEST: Colleen A. Mulvey  
City Recorder



APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:

By:  \_\_\_\_\_  
Joel Wright, City Attorney