INTERLOCAL COOPERATION AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF IVINS REGARDING THE CONSTRUCTION OF A PAVED TRAIL ALONG TUACAHN DRIVE

THIS AGREEMENT ("Agreement") is made and entered into by and between Washington County, a political subdivision of the State of Utah ("Washington County" or the "county") and the City of Ivins, a Utah municipal corporation ("Ivins" or the "city"). The purpose of the Agreement is for the Parties to cooperate on a basis of mutual advantage in constructing a paved trail adjacent to Tuacahn Drive that will connect the Tuacahn Center for the Arts and the new Sentierre Resort to the Snow Canyon and Snow Canyon Parkway trails and the broader trail system in Washington County ("the trail").

RECITALS

A. The Sentierre Resort being constructed on Tuacahn Drive in Ivins City will attract thousands of visitors to Washington County each year.

B. The Tuacahn Center for the Arts currently attracts thousands of visitors to Washington County each year.

C. One of the primary attractions that the Sentierre Resort will offer is easy access to the several trails in the area.

D. Ivins City desires to construct a paved trail, ten feet in width, in its municipal boundary along Tuacahn Drive, but lacks the funds to do so.

E. The trail will increase safety for non-motorized travel along Tuacahn Drive.

F. The Tuacahn Drive Trail will be an integral part of the Washington County trail system involving paved and unpaved trails that connects municipalities and unincorporated areas of the county together and encourages non-motorized travel and recreation in the area.

G. Washington County desires to assist the city with the construction of the trail by granting $150,000 and loaning up to an additional $150,000 to the city for trail construction.

H. The Parties are authorized by Utah Interlocal Cooperation Act to enter into this agreement and to share tax and other revenues. (*See* Utah Code Section 11-13-215.)

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. **Construction of the Trail.** Ivins City agrees to construct, or cause to be constructed, a ten foot wide paved trail along the entire length of Tuacahn Drive from Snow Canyon Drive to the Tuacahn Center for the Arts. All decisions regarding construction of the trail shall be made by Ivins City without input from the County.

2. **Grant of Funds.** Washington County agrees to provide Ivins City one hundred fifty thousand U.S. dollars ($150,000.00) for trail construction.

(a) Ivins City shall have no obligation to repay any of these grant funds.

(b) The County shall make some or all of the grant funds available to the City within thirty (30) days of receiving a written request for funds. All written requests shall be directed to the Washington County Clerk-Auditor and shall specify whether the funds sought are grant funds or loan funds.

3. **Loan of Funds.** Washington County agrees to loan Ivins City an additional one hundred fifty thousand U.S. dollars ($150,000.00) for trail construction.

(a) Ivins City shall repay the full amount loaned within two years of receipt of the loaned funds.

(b) Zero interest shall accrue on the loaned funds during the two-year period for repayment.

(c) The County shall make some or all of the loan funds available to the City within thirty (30) days of receiving a written request for funds. All written requests shall be directed to the Washington County Clerk-Auditor and shall specify whether the funds sought are grant funds or loan funds

4. **Failure to Repay.** If the City fails to repay any portion of the loan funds at the end of the two-year repayment period, interest will immediately begin to accrue on the remaining amount owed at ten percent (10%) per annum and such interest shall be compounded. Furthermore, if the County chooses to seek to enforce the two-year repayment period, the City is obligated to pay all of the collection costs, including attorneys' fees, the county accrues in seeking to enforce this agreement.

5. **Governmental Immunity.** The Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. ("Immunity Act"). The Parties agree that they shall only be liable within the parameters of the Immunity Act. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Parties under the Immunity Act.

6. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and local laws, and shall indemnify, defend, and hold one another harmless from and against any respective claims, actions, proceedings, damages or losses resulting from or arising as a result of any such failure of compliance.

7. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Act the Parties agree as follows:

(a) This Agreement shall be approved by each party, pursuant to § 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 § 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any 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 the County commissioners and City mayor acting as a joint board. 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.

8. **Counterparts.** This Agreement may be executed in counterparts by the Parties.

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

10. **Integration.** Once executed, this Agreement embodies the entire agreement between the Parties and supersedes any prior interlocal agreement(s) between the Parties regarding the trail construction. This Agreement shall not be altered except in writing signed by both parties.

11. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the Parties.

12. **Term and Termination.**

(a) This Agreement shall be effective the date it is signed by both parties.

(b) The term of the Agreement shall end upon repayment of all loan funds or December 31, 2065, whichever occurs later.

(c) Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

(d) All obligations regarding repayment of loan funds will survive the termination, in any manner, of this agreement.

SIGNATURE BLOCK

WASHINGTON COUNTY

_____ _____

Alan Gardner, Chair, Washington County Commission Date

ATTEST:

_____ _____

Kim Hafen, County Clerk-Auditor Date

Approved as to form:

_____ _____

Deputy Washington County Attorney Date

CITY OF IVINS

_____ _____

Chris Hart, Mayor, City of Ivins Date

ATTEST:

_____ _____

Kari Jimenez, City Recorder Date

Approved as to form:

_____ _____

Dale Coulam, City Attorney Date