INTERLOCAL AGREEMENT BETWEEN WASHINGTON COUNTY, UTAH, AND IVINS CITY FOR TRT FUNDING TO ASSIST IN THE IMPROVEMENT AND CONSTRUCTION OF OLD HIGHWAY 91 MULTI-USE PATH AND BIKE LANE

This Interlocal Agreement ("Agreement") is by and between the Ivins City ("Ivins") with offices at 85 N Main St. Ivins, Utah 84738 and Washington County, Utah, ("County") with offices at 111 East Tabernacle Street, St. George, Utah 84770.

RECITALS

WHEREAS, Washington County receives tourism tax revenues ("TRT") 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 Ivins 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 TRT;

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

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, Ivins is preparing to construct the Old Hwy 91 Multi-Use Path and Bike Lane ("Project");

WHEREAS, the Project will construct a Multi-Use Path and Highway widening to accommodate bike lanes along Hwy 91 to Fire Lake for a total of approximately 3 miles;

WHEREAS, the Project will connect existing path and provide active transportation alternatives along Hwy 91 to a popular destination for residents and visitors;

WHEREAS, the Project is one portion of a larger project upgrading and enhancing Hwy 91 for residents and visitors;

WHEREAS, Ivins will contribute more than $1,000,000 to the total Project costs and Ivins has requested additional funds of $1,000,000 from the TRT fund to assist with the construction of the Project;

WHEREAS, TAB recommends approving the $1,000,000 of County TRT funding for the Project; and

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

THEREFORE, the parties agree as follows:

1. AGREEMENT

1.1 County Funding. Washington County will fund $1,000,000 within thirty days after the Effective Date to Ivins City to be used for the Project.

1.2 Required Signage. In cooperation with Ivins, 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 TRT funds.

1.3 Ivins Obligation. Starting from the Effective Date, Ivins shall provide County with quarterly written updates on the progress of this Project. Upon completion of the Project, Ivins shall provide County with a final report. All reports should demonstrate that the Project is being completed in accordance with the Project description and timeline identified in the Project application.

1.4 Return of Funding. County reserves the right to require Ivins to return the funds if the Project has failed to meet the Timeline identified in the Project application. Ivins 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.

1.5 Timeline. The Project is expected to be complete by the Spring of 2024.

1.6 Ivins' Use of Funds. Ivins City agrees to use the funds 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.*

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 Effective Date. The Effective Date of this Agreement shall be June 21, 2023, and this Agreement shall terminate upon the completion of the Project.

2.4 Filing. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party.

2.5 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 in the capacity and for the entities set forth.

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 according to the laws of the State of Utah.

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 Termination of Agreement. This Agreement shall be in full force and effect and be legally binding upon the Participants only after its approval and execution by the governing bodies of each of the Participants. This Agreement shall automatically

terminate at the completion of the Project and Ivins's production of the final Report to County.

3.9 Entire Agreement. This Agreement contains the entire agreement between the County and Ivins 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.

IVINS CITY

_____ Date: _____
Chris Hart, Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney

WASHINGTON COUNTY

_____ Date: _____
Adam Snow, Chair
Washington County Commission

ATTEST:

_____
Ryan Sullivan
Washington County Clerk-Auditor

APPROVED AS TO FORM:

_____
County Attorney