

c

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Agreement is entered into as of this 3 day of June, 2020, by and between Salem City, a municipality of the State of Utah, located at 30 West 100 South, Salem, UT 84653, and Elk Ridge City, a municipality of the State of Utah, located at 80 East Park Drive, Elk Ridge, Utah, 84651.

RECITALS

A. Elk Ridge and Salem desire to make an interconnection between the two cities' water systems, which connection is located at approximately 412 West Deer Creek Trail in Salem City, Utah, (the "Water Connection"). A set of plans for the Water Connection is attached as Exhibit "A."

B. The Cities desire to install the Water Connection and intend it to be used on a temporary basis for emergency purposes only.

C. Elk Ridge and Salem acting pursuant to the Interlocal Cooperation Act, Sections 11-13-101, *et seq.*, of the Utah Code Annotated, elect to approve this Interlocal Cooperation Agreement for the purpose outlining how the Water Connection will be utilized and maintained between the two Cities.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Salem and Elk Ridge agree to the following:

Section 1. Purpose.

This Agreement has been established and entered into between Salem City and Elk Ridge City for the purpose of agreeing to the terms under which the two cities will utilize the Water Connection.

Section 2. Effective Date and Duration.

a. The governing body of each party shall approve this Agreement as required by the Interlocal Cooperation Act. This Agreement shall become effective on the date that both parties approve, execute and file it with the person who keeps the records of each party.

b. This Agreement shall be for a period of 50 years or for as long as the Water Connection is utilized by the parties, whichever is shorter. This Agreement may only be terminated by either (1) the mutual agreement of the parties, or (2) one party providing the other party with a one-year written notice of termination.

c. This Agreement shall be reviewed as to proper form and compliance with applicable law by an attorney for each of the parties.

Section 3. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The parties agree that, pursuant to Section 11-13-207 of the Utah Code Annotated, the parties' City Engineers, or their designees, shall act as the administrators responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational change in the parties.

Section 4. Water Connection Use.

The parties agree that the Water Connection shall only be used when the following conditions are met:

- a. The party supplying the water through the Water Connection has a sufficient amount of water to meet its own needs and supply water to the other party,
- b. The water is needed for an emergency purpose, and
- c. The use of the water will be for a temporary duration.

Each of the parties', as designated by the Mayor, must agree that the above conditions are met before the Water Connection is opened.

Salem City will be responsible for all operation of the their side of the water connection. Elk Ridge City will be responsible for all operation of their side of the water connection. Neither City has the authorization to operate the other City's valves in the water connection. The delineation of the ownership and operation is shown on the plan set (Exhibit A)

Section 5. Maintenance.

Each City shall be responsible for all maintenance and repair costs associated with normal wear and tear for their portion of the water connection as designated on the plans (Exhibit A). Elk Ridge and Salem City will have unrestricted access to the Water Connection for inspection purposes. In the event that either party damages the Water Connection beyond normal wear and tear, the party causing the damage shall be responsible for the repair costs.

Section 6. Payments.

The parties agree that water that passes through the Water Connection shall be billed at the rate of \$1.00 per 1,000 gallons to the party using the water. The billing rate may be adjusted by the mutual agreement of the parties. The party being billed shall have thirty (30) days to make payment on the bill.

The meter(s) will be equipped with an automatic meter reading system that Salem is equipped to read. When the Water Connection is opened, Salem shall read the system and provide all readings to Elk Ridge. The party that provides water shall be responsible to send a bill for payment to the other party.

Section 7. Manner of Holding, Acquiring or Disposing of Property

Each party shall be equally responsible for the risk of loss, including, but not limited to, the destruction or damage, caused to, by, or associated with the Water Connection. If this Agreement is terminated, the Water Connection shall remain closed, and/or the connection shall be severed and the meters removed so that water cannot physically pass from one system to the other system.

Section 8. Indemnification

Both parties to this Agreement agree to defend, indemnify and save harmless the other party for damages, claims, suits, and actions arising out of the negligent acts or omissions of its own officers or agents in connection with this Agreement.

Section 9. Filing of Agreement

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each party and shall remain on file for public inspection during the term of this Agreement.

Section 10. Notice of Default; Corrective Action

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

Section 11. Rights and Remedies

In the event of any breach hereunder and after the lapse of the cure period as per Section 10 of this Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah then in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

Section 12. Governing Law, Jurisdiction, and Venue

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and

venue for the enforcement of this Agreement shall be found in the Utah District Courts for Utah County, State of Utah.

Section 13. Costs of Enforcement

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

Section 14. Notice

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of each City's Manager or Administrator at the above addresses. Either party may notify the other to designate a different address for mailing.

Section 15. Miscellaneous

a. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

c. **Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

d. **Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

e. **Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

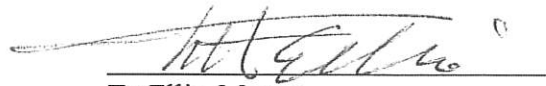
f. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

g. **Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

h. **Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

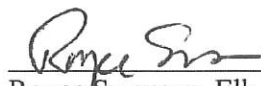
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

ELK RIDGE CITY


Ty Ellis, Mayor


Attest:

(Elk Ridge City Seal)


Royce Swensen, Elk Ridge City Recorder



APPROVED AS TO FORM


David L. Church, Elk Ridge City Attorney

SALEM CITY

Kurt L. Christensen, Mayor

Attest:

(Salem City Seal)

Jeffrey Nielson, Salem City Recorder

APPROVED AS TO FORM

Vaughn R. Pickell, Salem City Attorney

c

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Salem Signatures

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

ELK RIDGE CITY

Ty Ellis, Mayor

Attest:

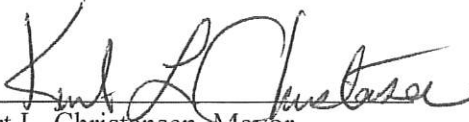
(Elk Ridge City Seal)

Royce Swensen, Elk Ridge City Recorder

APPROVED AS TO FORM

_____, Elk Ridge City Attorney

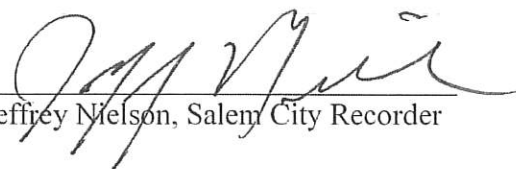
SALEM CITY



Kurt L. Christensen, Mayor

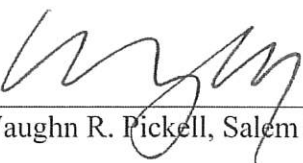
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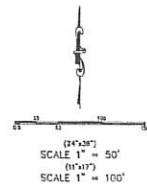
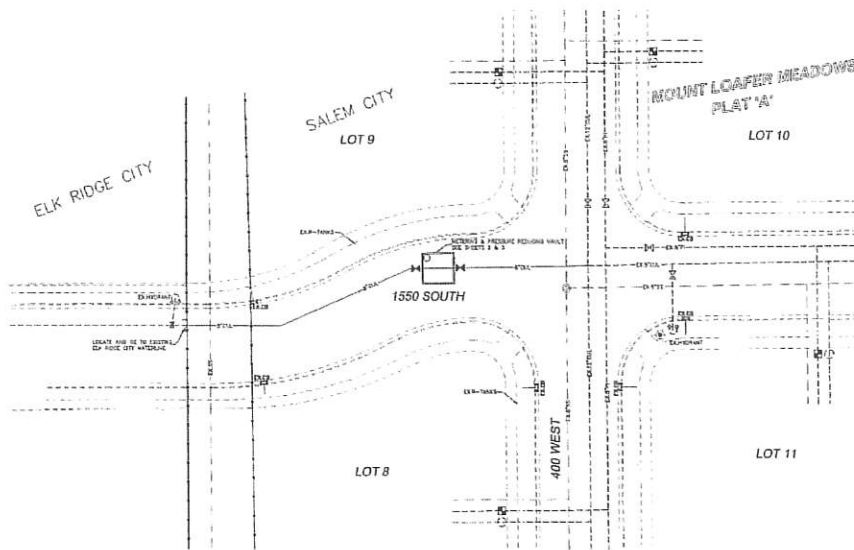
(Salem City Seal)



Jeffrey Nielson, Salem City Recorder



APPROVED AS TO FORM

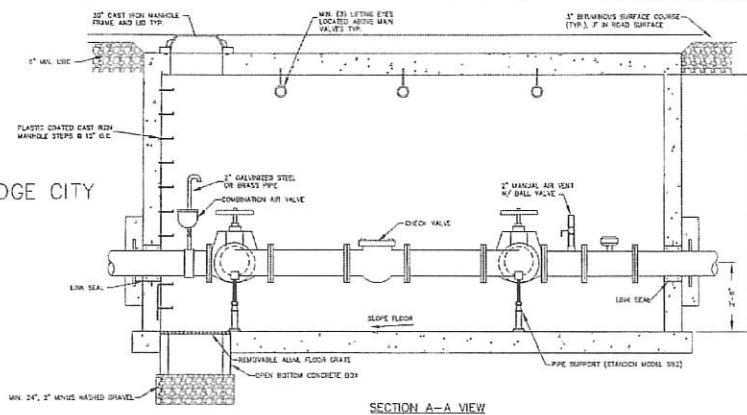

Vaughn R. Pickell, Salem City Attorney



 ATLAS ENGINEERING LLC PHONE: 801-435-0888 FAX: 801-435-0889 3000 SOUTH 1000 EAST, SUITE 100, SALT LAKE CITY, UT 84143		WATER CONNECTION DETAIL		SHEET NO. 1 OF 3	
		MOUNT LOAFER MEADOWS PLAT "E" - PHASE 5 SALEM, UTAH		DATE: 07/11/2011 BY: J. HARRIS CHECKED: J. HARRIS APPROVED: J. HARRIS	

ELK RIDGE CITY

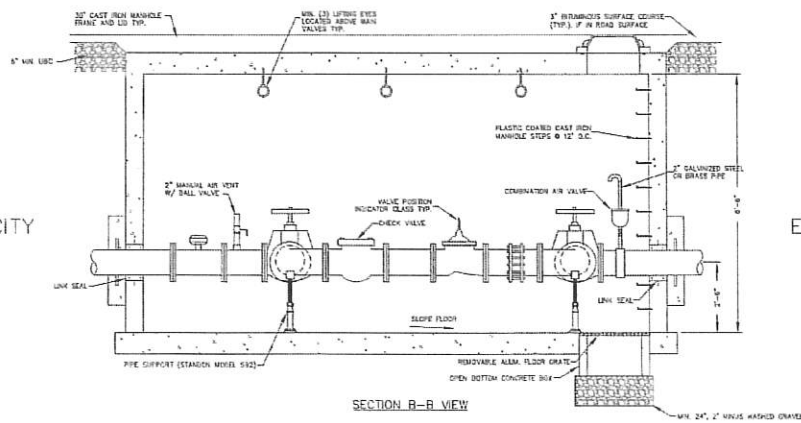
SALEM CITY



SECTION A-A VIEW

SALEM CITY

ELK RIDGE CITY



SECTION B-B VIEW

PRV DETAILS
NOT TO SCALE

SHEET NO.
3 OF 3

WATER CONNECTION
DETAIL
MOUNT LOAFER MEADOWS
PLAT "E" - PHASE 5
SALEM, UTAH

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