

INTERLOCAL COOPERATION AGREEMENT BETWEEN SALEM CITY, PAYSON CITY, SPANISH FORK CITY, WOODLAND HILLS CITY, ELK RIDGE CITY AND UTAH COUNTY FOR THE NEBO BELT LOOP CORRIDOR STUDY

THIS AGREEMENT, made and entered into this 5th day of March, 2025, by and between SALEM CITY, a municipality and political subdivision of the State of Utah ("SALEM"), with its principal offices located at 30 West 100 South, Salem, Utah 84653; PAYSON CITY, a municipality and political subdivision of the State of Utah ("PAYSON"), with its office located at 439 West Utah Avenue, Payson, Utah 84651; SPANISH FORK CITY, a municipality and political subdivision of the State of Utah ("SPANISH FORK"), with its office located at 40 S. Main Street, Spanish Fork, Utah 84660; WOODLAND HILLS CITY, a municipality and political subdivision of the State of Utah ("WOODLAND HILLS"), with its office located at 690 S. Woodland Hills Drive, Woodland Hills, Utah 84653; ELK RIDGE CITY, a municipality and political subdivision of the State of Utah ("ELK RIDGE"), with its office located at 80 E. Park Drive, Elk Ridge, Utah 84651 and UTAH COUNTY, a political subdivision of the State of Utah ("UTAH COUNTY"), with its office located at 100 East Center Street, Provo, Utah 84606.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

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

WHEREAS, SALEM is the lead agency, pursuing on behalf of all the cities and UTAH COUNTY, a Nebo Belt Loop Corridor Study; and

WHEREAS, SALEM owns properties or has jurisdiction over properties to be affected by the Nebo Belt Loop, if created; and

WHEREAS, PAYSON owns properties or has jurisdiction over properties to be affected by the Nebo Belt Loop, if created; and

WHEREAS, SPANISH FORK CITY owns properties or has jurisdiction over properties to be affected by the Nebo Belt Loop, if created; and

WHEREAS, WOODLAND HILLS owns properties or has jurisdiction over properties to be affected by the Nebo Belt Loop, if created; and

WHEREAS, ELK RIDGE owns properties or has jurisdiction over properties to be affected by the Nebo Belt Loop, if created; and

WHEREAS, UTAH COUNTY owns properties or has jurisdiction over properties to be affected by the Nebo Belt Loop, if created.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the parties for the purpose of pursuing and funding a study of a potential Nebo Belt Loop.

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 Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, SALEM 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 SALEM shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. EFFECTIVE DATE, DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of both parties. The term of this Agreement shall be from the date of execution hereof and remain in effect until the work contemplated herein is complete, whereupon this agreement shall automatically terminate. In no circumstance shall this Agreement last longer than fifty (50) years from the date of this agreement.

Section 4. PARTIES' RESPONSIBILITIES.

SALEM's responsibilities:

1. SALEM, utilizing Mountainland Association of Governments ("MAG") funding and other funding sources addressed below, shall seek on behalf of the aforementioned cities and county, a formal study of how to create and fund a Nebo Belt Loop Corridor.
2. SALEM will collect \$23,695.00, from the aforementioned cities and county, to aid in funding the study.
3. SALEM shall contribute \$5,673.75 to the cost of the study.

PAYSON's responsibilities:

1. PAYSON shall contribute \$5,673.75 to the cost of the study.

SPANISH FORK's responsibilities:

1. SPANISH FORK shall contribute \$5,673.75 to the cost of the study.

UTAH COUNTY's responsibilities:

1. UTAH COUNTY shall contribute \$5,673.75 to the cost of the study.

WOODLAND HILLS' responsibilities:

1. WOODLAND HILLS shall contribute \$500.00 to the cost of the study.

ELKRIDGE's responsibilities:

1. ELK RIDGE shall contribute \$500.00 to the cost of the study.

Section 5. NO SEPARATE LEGAL ENTITY.

The Parties do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. MANNER OF FINANCING.

This Agreement and the actions completed herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement.

Section 7. METHOD OF TERMINATION.

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of Section 3 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. This Interlocal cooperation Agreement will terminate upon the completion of all undertakings required of each Party.

Section 8. INDEMNIFICATION.

Each party agrees to indemnify, defend, hold harmless, and release the other party, and all of its officers, agents, volunteers, and employees, from and against any and all loss, damages, injury, liability, suits and proceedings, including but not limited to attorney's fees, defense costs, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments, for its acts or omissions, and those of its officers, agents, personnel, employees, staff arising out of, or related to, directly or indirectly, this Agreement. Each Party agrees to maintain reasonable insurance coverage for such liabilities. The parties to this Agreement are political subdivisions of the State of Utah, and hereby agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities, and liability limits of the Governmental Immunity Act, Utah Code § 63G-7-601, et seq.

Section 9. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the UTAH COUNTY Clerk and the office of the Recorder of each respective CITY and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 10. ADOPTION REQUIREMENTS.

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the Executive body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an Authorized Attorney of each of the parties as to proper form and compliance with applicable law, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 11. LAWFUL AGREEMENT.

The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 12. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the Executive of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an Authorized Attorney of each of the parties as to proper form and compliance with applicable law, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 13. SEVERABILITY.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation 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 Inter local Cooperation Agreement unenforceable.

Section 14. 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 15. BINDING AGREEMENT.

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

Section 16. 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 written above, or at such other addresses as may be designated by notice given hereunder, or by email.

Section 17. 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 18. 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.

Section 19. 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 to it.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed on the dates listed below.

SALEM CITY

By:

Kurt L Christensen, Mayor

Date

Attest:

Jeff Nielsen, City Recorder

Approve as to Form:

Walter J. Bird, Salem City Attorney

PAYSON CITY

By:

William R. Wright
William R. Wright, Mayor

3-5-2025
Date

Attest:

Kim E. Holindrake
Kim E. Holindrake, City Recorder

Approve as to Form:

David C. Tuckett
David C. Tuckett, Acting Payson City Attorney



SPANISH FORK CITY

By:

Mike Mendenhall, Mayor

Date

Attest:

Tara Silver, City Recorder

Approve as to Form:

Vaughn R. Pickell, Spanish Fork City Attorney

WOODLAND HILLS CITY

By:

Brent Winder, Mayor

Date

Attest:

Jody Stones, City Recorder

Approve as to Form:

, Woodland Hills City Attorney

ELK RIDGE CITY

By:

Robert Haddock, Mayor

Date

Attest:

Royce Swensen, City Recorder

Approve as to Form:

, Elk Ridge City Attorney

**UTAH COUNTY, UTAH
BOARD OF COMMISSIONERS**

By:

Brandon B. Gordon, Commission Chair

Date

Attest:

Aaron R. Davidson, Utah County Clerk

Approve as to Form:

Jeffrey S. Gray, Utah County Attorney