

## **INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into by and among Weber Basin Water Conservancy District (the “District”), a water conservancy district organized under the laws of the State of Utah, and Weber County (the “County”), a county organized under the laws of the State of Utah. The District and County are sometimes referred to herein as a “Party” or collectively as the “Parties.”

### **RECITALS**

WHEREAS, the District is responsible for the operation and maintenance of a culinary water pipeline (the “Water Line”) that runs east to west along what is referred to as the 12th Street Corridor in Weber County, Utah, said corridor (the “Corridor”) extending along 12th street from approximately 4700 West to Little Mountain; and

WHEREAS, the County is planning phase 4 of the demolition, widening, and reconstruction of the Corridor, which shall improve the portion of the Corridor from approximately 7100 West to approximately 8300 West (the “Roadway Project”) and has identified the need to rebuild the roadway section to allow for a suitable pavement structural section; and

WHEREAS, the District’s Water Line exists within the existing roadway and will be impacted by the reconstruction of the new roadway section along the Corridor; and

WHEREAS, the County desires to place restrictions preventing the cutting of the new roadway pavement section throughout the Corridor, and such restrictions will limit the District’s ability to replace or perform maintenance on the Water Line in the future; and

WHEREAS, due to Roadway Project impacts and facility relocations, the District would like to make modifications and upgrades to the existing Water Line in order to continuously deliver the existing and future demand flows to its customers, including those in the Little Mountain service area, and to limit future maintenance on the Water Line within the Corridor (the “Water Line Project”);

NOW THEREFORE, in consideration of the mutual promises of the Parties, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. The foregoing recitals are adopted by reference as part of this Agreement.
2. It is in the best interest of both the County and the District to make modifications to the Water Line in order to deliver demand flow and to decrease the likelihood of impact to the existing Water Line during the Roadway Project as well as required future maintenance and subsequent excavations into the new roadway section throughout the Corridor.

3. Construction contract

- a. The County agrees to contract with a qualified contractor to perform both the Roadway Project and the Water Line Project simultaneously, as part of a single construction contract. The County shall be responsible for administering this contract with the contractor. The County shall also be responsible for paying the contractor according to the terms of the contract.
  - b. The County has already contracted with Stanley Consultants to provide construction management services throughout the course of the Roadway Project. The County shall be responsible for administering its contract with Stanley Consultants. The County shall also be responsible for paying Stanley Consultants according to the terms of its contract.
4. The District has provided design drawings for the Water Line Project and will provide a construction manager for the Water Line Project that will handle day to day inspections and coordination for only the Water Line Project. The District's construction manager shall work with the County and its construction manager to coordinate the projects and work with the contractor. The District and the County agree that prior to any change in scope or cost to the Water Line Project, both the District and the County must agree to the change.
5. The District and the County are responsible to share the costs of the Water Line Project as stated in Exhibit "A," with the County and the District equally sharing the cost that would be required to replace the existing Water Line with no improvements or upgrades, and the District paying the full cost of all improvements and upgrades from existing conditions. The District shall pay the County for its share of the costs, as follows:
- a. When the County has paid approximately half of the estimated total cost of the Water Line Project, the County shall bill the District for the District's portion of what the County has paid.
  - b. At the completion of the Water Line Project, the County shall bill the District for the remainder of the District's portion of the cost.
  - c. Any change orders related to the Water Line Project will be the responsibility of the District if they increase the cost.
  - d. The District shall pay the billed amounts within 30 days after receiving a bill from the County.
6. The District will continue to operate and maintain the Water Line after the Roadway and Water Line Projects are completed.
7. The employees of each Party providing services pursuant to this Agreement are solely the officers, agents, or employees of such Party. Each Party shall assume all liability for the payment of salaries, wages, or other compensation due or claimed to be due to its employees, including worker's compensation claims, and each Party shall hold the other harmless therefrom. Neither Party shall be liable for compensation or indemnity to the

employee of the other Party for any injury or sickness arising out of his or her employment, and each Party hereby agrees to hold the other Party harmless against any such claim.

8. Each Party agrees to indemnify and hold harmless the other Party and its respective officers, trustees, agents, employees, and permitted assigns against and in respect of all claims, losses, liabilities, damages, costs, deficiencies, and expenses (including attorney's fees) affecting any persons or property as a result of the indemnifying Party's actions or failure to act relating to this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. This Agreement shall not constitute a joint venture of the Parties. Neither Party is nor shall be the legal representative or agent of the other Party for any purpose. A Party shall have no power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other Party. Neither Party shall have any obligation with respect to the other Party's debts or other liabilities.
10. Each Party, to the extent needed, shall supply at its own cost all personnel, equipment, supplies, and materials necessary to perform its obligations and intended actions as set forth in this Agreement. Each Party will be responsible for maintaining its own financial budget for both income and expenditures arising under this Agreement.
11. This Agreement shall become effective upon (a) its approval by a resolution of the governing body of each Party, (b) its execution by each Party, and (c) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties. Unless previously terminated, this Agreement shall remain in full force and effect thereafter for a period of 50 years. Either Party may terminate this Agreement for cause upon the other Party's breach of any of the material terms of the Agreement. Either Party may cancel this Agreement at any time by serving the other Party with written notice of such intent to cancel this Agreement at least 90 days prior to the effective cancellation date.
12. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.
13. The District appoints Scott Paxman, its General Manager, as its administrator for all matters relating to the District's participation in this Agreement. The County appoints Gary Myers, its County Engineer, as its administrator for all matters relating to the County's participation in this Agreement. If any of the administrators named above ceases to be employed by the represented Party, the person who replaces the prior administrator (e.g., the District's new General Manager) shall become the new administrator of that Party for purposes of this Agreement, unless that Party otherwise notifies the other Party in writing. Either Party may, at any time, change the designation of its administrator by providing written notice to the other Party. To the extent that any

administration of this Agreement becomes necessary, then the Parties' administrators named above, or their designees or successors, shall constitute a joint board for such purpose, and each Party shall have an equal vote in any decision that needs to be made.

14. No separate legal entity is created by this Agreement. There shall be no joint acquisition or ownership of property, and it will not be necessary to dispose of property on the termination of this Agreement.
15. The provisions of this Agreement shall bind and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
16. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine, and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association, or any combination thereof. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
17. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements, and agreements, whether oral or written and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect. In particular, this Agreement supersedes and replaces a similar agreement that was executed by the County on January 26, 2016, and by the District on February 1, 2016. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by all of the Parties hereto.
18. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof.
19. The transmission of a signed original of this Agreement or any counterpart hereof by electronic means, and the retransmission of any signed transmission hereof, shall be the same as delivery of an original.

20. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that the execution of this Agreement has been approved by a resolution duly adopted by the governing authority of such Party, and that a signed copy of this Agreement will be filed with the keeper of public records of such Party.

21. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act (the "Act") in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body or governing board of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the 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 and in accordance with the provisions of Section 11-13-202.5 of the Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Act;
- d. Immediately after execution of this Agreement by both Parties, each Party shall cause notice of the Agreement to be published pursuant to Section 11-13-219 of the Act;

WEBER BASIN WATER CONSERVANCY DISTRICT

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

Scott Paxman  
General Manager/CEO

DATED: \_\_\_\_\_

Approved: \_\_\_\_\_

District Attorney

WEBER COUNTY

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

James H. "Jim" Harvey

DATED: \_\_\_\_\_

County Commission Chair

Attest:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DATED: \_\_\_\_\_

Approved:

\_\_\_\_\_  
County Attorney

# Exhibit "A"

## Waterline Project Cost Share

### Base Replacement Costs\*

<b>Agreed Upon Existing 16-in. Water Line Replacement Costs</b>					
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Furnish & Install 16" DR18 C900 PVC Pipe	8110	LF	\$ 278.00	\$ 2,254,580.00
2	16" Butterfly Valve	6	EA	\$ 16,695.00	\$ 100,170.00
3	2" Air Vac	9	EA	\$ 16,380.00	\$ 147,420.00
4	Drain Blow Off	9	EA	\$ 26,500.00	\$ 238,500.00
5	Connect Weber Basin Waterline at West End	1	EA	\$ 82,530.00	\$ 82,530.00
6	24" Steel Casing Under Box Culvert	1	EA	\$ 142,800.00	\$ 142,800.00
7	Connect to 3rd Party Utilities	1	LS	\$ 72,300.00	\$ 72,300.00
8	Abandon 16" Waterline & Appurtenances	1	LS	\$ 152,250.00	\$ 152,250.00
				<b>Total Price</b>	<b>\$ 3,190,550.00</b>
				<b>Weber County Cost Share</b>	<b>\$ 1,595,275.00</b>

\*County's cost share as listed above. District is responsible for the remainder of the costs of the Water Line Project.