

INTERLOCAL AGREEMENT
CONCERNING COUNTY SERVICES DURING CONSTRUCTION OF THE
NEW CTGR CHILDCARE AND RECREATION CENTER FACILITY
DEVELOPMENT PROJECT

INTERLOCAL AGREEMENT made and entered into by and between the **Tooele County ("Tooele")**, a political subdivision of the State of Utah, **The Confederated Tribes of the Goshute Reservation (CTGR) ("CTGR")**.

WITNESSETH:

WHEREAS, the **Tooele** County Council has determined it is in the County's interest to provide the services set forth herein to promote public health and safety and promote cooperation and relationship between the entities entering this Agreement; and,

WHEREAS, **CTGR** constitutes a "Public Agency" for purposes of this Agreement pursuant to **UTAH CODE ANN. §11-13-212** and **CTGR** has determined that it has authority to enter this Agreement under its constitution and governing documents and that it would be in its best interests to enter this Agreement; and,

WHEREAS, **UTAH CODE ANN. §11-13-212** provides that one or more public agencies may contract with another public agency to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

NOW, THEREFORE, pursuant to the authority of **UTAH CODE ANN. §11-13-212** and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE I
LIMITED SCOPE OF AGREEMENT

This Agreement is applicable solely to the CTGR New Childcare and Recreation Center Development Project located on the Confederated Tribes of the Goshute Reservation by **CTGR**. Concerning said project, **CTGR** will utilize the following guidance service(s) of **Tooele** (hereafter referred to solely as "services"): guidance from the **Tooele** Building Department, in accordance with specified **Tooele** building codes and standards used by **Tooele** for similar projects located in the County, provide guidance for review and recommendations of approval of construction plans and specifications, and provide guidance for inspections of construction in progress. The codes applicable to the guidance from **Tooele** are the:

- 2018 International Building Code
- 2015 International Residential Code
- 2018 International Mechanical Code
- 2018 International Plumbing Code
- 2018 International Fuel Gas Code
- 2018 International Energy Conservation Code
- 2017 National Electrical Code

and any subsequent codes adopted by **Tooele** during the term of this Agreement to supersede or replace such codes.

ARTICLE II

LIMITED SCOPE OF SERVICES

Under this Agreement, **Tooele** is providing the above-stated services only. It is understood that **Tooele** does not have jurisdiction to enforce laws, codes or ordinances upon the land of **CTGR** where the project is located. Compliance with the guidance provided by **Tooele** will be required, if at all, solely by the authority of **CTGR**. **CTGR** shall, at all times, remain solely responsible for the workmanship, materials, and completion of the project to any required plans, standards, codes or laws. No services by **Tooele** other than that specifically enumerated herein is contemplated under this Agreement. **Tooele** has the discretion to determine the nature and level of the services it provides under this Agreement, to include the personnel and the method by which the services are provided.

ARTICLE III

TERM

This Agreement shall become effective upon execution by the parties and the term of this Agreement shall end upon the completion of the CTGR New Childcare and Recreation Center Development Project, unless earlier terminated as provided herein.

ARTICLE IV

OBLIGATIONS OF CTGR

CTGR agrees to the following in consideration for the provision of services by **Tooele** under this Agreement:

1. **CTGR** shall pay to **Tooele** a one-time fee in the amount of \$5,543.69 for the costs of service fees associated with the plan review, and a flat rate of \$700 per day for the costs of the inspections and other tasks performed at the same rate and under the same conditions as for other similar construction projects within the County which are under the **Tooele** jurisdiction.

2. **Tooele** will provide notice to **CTGR** of any revised schedule of fees prior to the date upon which the revised schedule of fees becomes effective. Upon termination of this Agreement, **Tooele** will provide the **CTGR** with an itemized statement indicating the services fee due, together with a listing of all services provided during the applicable preceding time frame. The services fee(s) shall be paid within thirty (30) days of the date of mailing of the invoice by **Tooele**.

3. In no event shall **Tooele** have any obligation to continue to perform under this Agreement unless the **CTGR** has timely delivered payment to **Tooele** for the services fee in the manner provided herein.

4. **CTGR** shall cooperate with **Tooele** with respect to **Tooele's** performance of the herein described services, including, but not limited to, complying with reasonable directions and requests from County personnel.

ARTICLE V

EQUIPMENT AND PERSONNEL

Tooele may furnish vehicles and other equipment reasonably necessary to provide the services required of it by this Agreement. Moreover, **Tooele** will, at its discretion, furnish support personnel as may be reasonably necessary to provide the services required of it by this Agreement.

ARTICLE VI

SUPERVISION AND REPRESENTATIVES

Tooele will have the exclusive right to supervise all County personnel, employees, officers, agents and designees engaged by it in the performance of services in relation to this Agreement. **Tooele** and **CTGR** will each select one individual who will act as that party's representative in relation to this Agreement. Changes in representatives, or limitations or expansions of the authority of a representative, may be made from time to time by either party. Notice of any such changes shall be directed to the other party in writing. In the event such notice is not provided, the party that has not been provided such notice may properly assume that no change has taken place with respect to the other party's representative.

The initial representative of **Tooele** will be Jim Richards, Building Official. The initial representative of **CTGR** will be Rupert Steele, The Confederated Tribes of the Goshute Reservation Tribal Business Council Chairman.

ARTICLE VII

ASSIGNMENT

A party to this Agreement may not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other party. Any such assignment made without the other party's consent shall be void and the attempted assignment shall constitute a material breach of this Agreement.

ARTICLE VIII

BREACH, DEFAULT AND TERMINATION

A. Breach, Default and Termination

Breach of any of the terms of this Agreement shall constitute a default under this Agreement. If the party in breach does not cure the default within thirty (30) days after notice thereof has been issued, the party not in breach may terminate this Agreement.

B. Limitation of Damages

Regardless of the nature of any claims made or liabilities asserted for any breach, default, or other claim arising out the performance or non-performance of this Agreement by **Tooele**, in no event shall **Tooele** be liable to **CTGR** or any third party for any sums in excess of the sums paid to **Tooele** for the services provided herein. **CTGR** shall indemnify and hold **Tooele** harmless for any claims, liabilities or damages to **CTGR** or a third party arising out of this Agreement which are in excess of this limitation of damages.

C. Termination

Either party may terminate this Agreement with or without cause upon thirty (30) days written notice. Upon termination of this Agreement or expiration of the term of this Agreement, **Tooele** will return all documents and equipment in its possession, if any, of **CTGR** to **CTGR** and **CTGR** will return or allow **Tooele** to retrieve all **Tooele** property in the possession of **CTGR**, if any. Upon delivery to **CTGR**, any writings delivered by **Tooele** to **CTGR** in furtherance of **Tooele's** performance under this Agreement thereby becomes the property of **CTGR**, although nothing prohibits **Tooele** from keeping, maintaining and retaining copies of the same.

ARTICLE IX
COMPLIANCE WITH LAWS

Tooele will comply with all applicable laws of the State of Utah and ordinances of the County of Tooele. **CTGR** will comply with all applicable laws and ordinances of **CTGR** in their performance under this Agreement.

ARTICLE X
GENERAL PROVISIONS

A. Force Majeure

Any party to the Agreement is excused from default of performance because of conditions not the fault of and beyond its control, such as war, strikes, riots, civil insurrections and acts of God.

B. Rights, Remedies and Benefits Cumulative

It is agreed that each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law or under this Agreement.

C. Waivers

One or more waivers of any covenant, agreement or condition of default regarding provisions of this Agreement by any party shall not be construed as a waiver of a further breach of the same covenant, agreement, condition or the right of such party thereafter to enforce each and every provision.

D. Immunities

CTGR does not waive any sovereign immunity except as necessary for enforcement of the specific terms of this Agreement. Nothing contained herein shall be construed as giving rise to any third-party cause of action against the **Tooele** or **CTGR**. Moreover, nothing in this Agreement shall be construed as creating a joint venture or other legal entity between the parties and each party hereto fully remains a separate legal entity and identity.

E. Notices

Under this Agreement, whenever provision is made for notice of any kind, it shall be deemed sufficient notice, and service thereof if the said notice is in writing and is deposited in the mail in a properly stamped envelope to be delivered by certified mail, addressed as follows:

If to **Tooele**: Attention: Jim Richards, County Building Official
Tooele County Community Development
47 South Main Street #208
Tooele, Utah 84074

If to **CTGR**: Attention: Rupert Steele, CTGR Tribal Business Council Chairman
The Confederated Tribes of the Goshute Reservation (CTGR)
195 Tribal Center Road
Ibapah, UT 84034

Changes in the respective addresses to which such notices shall be directed may be made from time to time by any party. Notice of any such change in address shall be directed to the other parties in writing by certified mail.

F. Applicable Law, Jurisdiction and Venue

This Agreement, claims arising in relation to this Agreement, and the rights of the parties hereunder shall be interpreted under the applicable laws of the Confederated Tribes of the Goshute Reservation; otherwise, applicable laws of the State of Utah, shall have jurisdiction and venue over any disputes arising under this Agreement. This section is not intended to affect the sovereign status of **CTGR** with respect to any matters unrelated to this Agreement but is merely intended to provide a common forum for resolution of all disputes between the parties.

Any dispute arising between **CTGR** and contractors of the project shall have no effect upon the construction or interpretation of any part of this Agreement.

G. Paragraph Headings

The paragraph headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

H. Entire Agreement

This document contains the entire agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party

hereto, or agent of such party, which is not contained herein, shall be binding or valid. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing and signed by **Tooele** and **CTGR**.

I. Invalid Provisions

The parties agree that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity hereof shall in no way affect any other provision in this Agreement if the provision does not materially prejudice **Tooele** or **CTGR** in their respective rights and obligations hereunder and to that extent the provisions of this Agreement are severable.

J. Waiver of Performance

The failure of any party to insist in any instance upon a strict performance by the other party of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Agreement, shall not be considered a waiver thereof, and the same shall continue and remain in full force and effect. No waiver by any of the parties of any provision, term, covenant, reservation, condition or stipulation contained in this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the respective governing body.

ARTICLE XI
ADDITIONAL PROVISIONS

A. Duties of CTGR and Tooele After Expiration or Termination of Agreement

Upon expiration, or earlier termination, the parties shall have no continuing obligations other than those expressly provided for in this Agreement.

B. Attorney Fees and Costs to Prevailing Party

In the event of litigation between any of the parties hereto arising from a breach or default of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs incurred in connection with the litigation.

IN WITNESS WHEREOF, this instrument has been executed on the date and year first above written heretofore duly and legally adopted by each of the parties.

Tooele County:



Andy Welch, County Manager

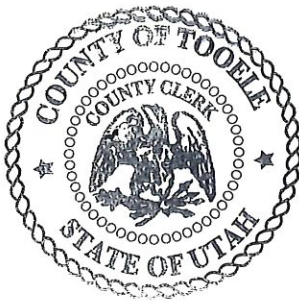
APPROVED AS TO FORM:

Colin Winchester 05/03/2021

Colin Winchester, Deputy County Attorney

ATTEST:

Marilyn K. Gillette
Marilyn K. Gillette, County Clerk



**The Confederated Tribes of the
Goshute Reservation:**

Rupert Steele, Chairman,
CTGR Tribal Business Council

ATTEST:

CTGR Tribal Business Council Executive Secretary