

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TOOELE COUNTY AND ERDA CITY**

AGREEMENT dated this 15th day of March, 2022, between Tooele County ("County") and Erda City ("Erda"), political subdivisions of the State of Utah.

WHEREAS, Erda was incorporated on or about January 3, 2022; and

WHEREAS, Erda is in need of start-up funding and transitional road maintenance, transitional solid waste removal, and transitional law enforcement services; and

WHEREAS, County is willing to advance money to Erda and to provide transitional road maintenance, transitional solid waste removal, and transitional law enforcement services; and

WHEREAS, County and Erda have engaged in lengthy negotiations and have agreed to the terms set forth in this Agreement; and

WHEREAS, County and Erda desire to enter into this Agreement pursuant to Utah Code Section 11-13-202; and

WHEREAS, the legislative body of each party has adopted or will adopt a resolution authorizing this Agreement and agreeing to its terms;

NOW THEREFORE, the parties mutually agree as follows:

1. Financial Payments. Immediately upon execution of this Agreement by both parties, County will pay \$362,000 to Erda as an advance of the municipal service taxes anticipated to be collected by County in 2022 from the valuation of real property in Erda. In December 2022, the parties will review the actual municipal service taxes collected for the valuation of real property in Erda in 2022 and will make an appropriate adjustment on or before December 31, 2022.

Immediately upon execution of this Agreement by both parties, County will pay to Erda estimated sales tax revenue for the period from January 1, 2022 through June 30, 2022, in the amount of \$365,000. In December 2022, the parties will review the actual sales tax revenues for January 2022 through June 2022 and will make an appropriate adjustment on or before December 31, 2022.

2. Solid Waste Services. From January 1, 2022, through June 30, 2027, County will supply the same types and levels of solid waste hauling and tipping that it supplied prior to Erda's incorporation. County will continue to invoice and collect from can users \$48 per quarter for the first can and \$36 per quarter for each additional can, however, these rates may increase from time to time at the same rate as increases throughout unincorporated areas of Tooele County.

8. Liability Insurance. Throughout the term(s) of this Agreement, City must obtain and maintain liability insurance and provide proof of insurance to County upon request.

9. Modifications. Any modifications to this Agreement shall be made in writing and approved by the parties' legislative bodies.

10. No Third-Party Beneficiaries. There are no third-party beneficiaries to the Agreement.

11. Entire Agreement. This document constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.

12. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

13. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

14. Successors and Assigns. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

15. Cost of Default. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

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

17. Additional Interlocal Act Issues.

This Agreement does not create a separate legal/interlocal entity.

As required by Utah Code Ann. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board with representation from the public agencies that are parties to the agreement.

There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

This Agreement shall be submitted to the authorized attorneys for each of the parties for approval in accordance with Utah Code Ann. § 11-13-202.5.

TOOELE COUNTY:



Jared Hamner Date
Chair, Tooele County Council

ERDA CITY:




Jess Bird Date
Chair, Erda City Council

APPROVED:



Colin Winchester Date
Deputy Tooele County Attorney

APPROVED:



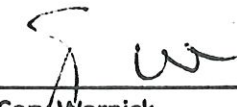
John Brems Date
Erda City Attorney

ATTEST:



Tracy Shaw Date
Tooele County Clerk

ATTEST:



Cory Warnick Date
Acting Erda City Recorder