

**INTERLOCAL COOPERATION AGREEMENT
FOR COUNTY SERVICES (2027 – 2033)**

This Interlocal Cooperation Agreement (“Agreement”) is entered into this ____ day of _____, 2026 by and among **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “County”), and **MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT**, a special service district (hereinafter, “District”). Each is individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the County desires that the District have certain services and tasks performed by the County in order to improve efficiencies, better align to County goals, reduce financial and liability risks, and standardize services under the purview of the Summit County Council (the “Governmental Services”); and,

WHEREAS, Utah Code §17D-1-103(4) provides that where the District utilizes the services of the County, the County shall receive reasonable compensation or reimbursement for the services rendered; and,

WHEREAS, the County represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the Governmental Services set forth in this Agreement; and,

WHEREAS, the County is willing to enter into this Agreement for the provision of Governmental Services to the District; and,

WHEREAS, the Parties hereto are willing to enter into this Agreement wherein the County shall provide Governmental Services to the District for the fees as hereinafter specified; and,

WHEREAS, it is the intent of the Parties that absent conflicts of interest and subject to resource allocation constraints, the County Attorney shall be the exclusive provider of legal services to the District; and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1), *Utah Code, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Scope of Service.

A. Legal Services.

i. The County Attorney shall provide legal services, including, but not limited to negotiating, drafting and reviewing legal documents, regulations and policies; providing advice in labor and employment matters; and handling District litigation.

ii. The County Attorney shall provide legal services to District at the rate of three hundred seventy dollars per hour (\$370.00/hour).

iii. Legal services shall be provided by attorneys who (a) are licensed to practice law within the State of Utah, and (b) are sworn civil deputies of the Summit County Attorney. Attorneys from the County shall at all times be deemed employees of the County and shall not be deemed employees of the District (Utah Code §11-13-222).

iv. The District Administrative Control Board (the "Board") and its Manager may, upon the approval of the County Attorney, employ outside counsel to assist the County Attorney or to represent the District in a lawsuit or other action. While the Manager may control and direct the prosecution, defense and settlement of all lawsuits, the County Attorney shall determine the means by which such occurs.

2. Equipment.

The County shall, as part of the services to be provided under this Agreement, provide to the District the necessary equipment for County personnel providing the governmental services which are the subject of this Agreement, including necessary vehicles and other facilities as are needed in the performance of the services contemplated by this Agreement.

3. Consideration.

The District shall pay the County for the Governmental Services which are the subject of this Agreement. The County will quarterly submit an invoice to the District for the total cost of Governmental Services provided under this Agreement. This invoice will be furnished to the District no later than the last day of the month for each quarter (March 31, June 30, September 30, and December 31), and will be for the preceding three (3) month period. The invoice amount is based on an hourly rate of three hundred seventy dollars (\$370.00). The invoice shall be payable to the Summit County Attorney's Office within thirty (30) days. The foregoing rates shall be increased every December based upon the cost increases as determined in advance by mutual agreement of the District and the County. A letter will be mailed to the District with the new agreed upon COLA rates every subsequent year.

4. Liabilities and Indemnification.

A. All privileges and immunities from liability which are ordinarily available to District employees shall apply to the County employees while performing Governmental Services under this Agreement.

B. County agrees and promises to indemnify and hold District, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of the County and/or its officers, agents, officials, members, employees or volunteers.

C. District agrees and promises to indemnify and hold County, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of the District and/or its officers, agents, officials, members, employees or volunteers.

5. Governmental Immunity Act.

Because both Parties are governmental entities under the *Utah Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq., as amended*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither Party waives any defense available to it under the *Utah Governmental Immunity Act of Utah*.

6. Relief of Obligation.

This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).

7. Term.

A. This Agreement shall be in effect for a period of seven (7) years, beginning on January 1, 2027 and ending on December 31, 2033, unless terminated earlier in accordance with this Agreement.

B. In no event shall the term of this Agreement exceed fifty (50) years (Utah Code §11-13-216).

8. Termination.

A. Either Party may terminate this Agreement, with or without cause, upon giving sixty (60) days written notice of the termination to the other Party.

B. The District shall pay the outstanding balance of any and all uncompensated Government Services provided up to the termination effective date.

9. Authorization.

The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

10. Precedence.

This Agreement takes precedence over and supersedes any prior Interlocal Agreement for legal services entered into among and between the Parties. Any such agreement is no longer of any force or effect.

11. Interlocal Cooperation Act Requirements.

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

A. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

B. In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

C. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act*.

D. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Executive Director or County Manager of each Party.

E. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

12. Entire Agreement; Amendments.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

13. Severability.

If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

14. Third Party Beneficiaries.

There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

15. Notices.

Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

DISTRICT

General Manager
Mountain Regional Water
5739 Paintbrush Road
Park City, Utah 84098

SUMMIT COUNTY

County Manager
60 N. Main
P.O. Box 128
Coalville, Utah 84017

Copy to:

Attn: County Attorney
60 N. Main
P.O. Box 128
Coalville, Utah 84017

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Party addressed to the attention of the Designated Representative. A Party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Party in accordance with the procedures set forth in this section.

16. Execution in Counterparts.

This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signed this ____ day of _____, 2026.

~ Signature Page to Follow ~

MOUNTAIN REGIONAL WATER
SPECIAL SERVICE DISTRICT

Karin Wilson
Chair, Administrative Control Board

Andy Garland
General Manager

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Deputy County Attorney

SUMMIT COUNTY

Shayne Scott
Summit County Manager

Margaret H. Olson
Summit County Attorney

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Deputy County Attorney