

**INTERLOCAL COOPERATION
AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement"), is executed in duplicate this ____ day of _____, 2016, by and among THE DUCHESNE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah (hereinafter referred to as "District"), and THE TOWN OF TABIONA, a municipal corporation and political subdivisions of the State of Utah, (hereinafter referred to as the "Town").

RECITALS

WHEREAS, the Town has made application to the Permanent Community Impact Fund Board for funds to build a community (recreation) center in the Town; and

WHEREAS, the District has land in the Town which would be appropriate for the community center to be built on; and

WHEREAS, the District has a need for the proposed community center for assemblies, instruction and District sponsored events; and

WHEREAS, the community has the need for a community center to hold events that are not directly Town or District sponsored; and

WHEREAS, the parties have approved this Agreement by resolutions adopted by their respective governing bodies;

NOW THEREFORE, in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant and Loan Application.** The parties hereto acknowledge that the Town has applied with the Permanent Community Impact Fund Board for a grant and a no interest loan to finance the construction of the community center and that this application is attached as

Exhibit A hereto (“Grant Application”). The parties hereby agree that if this application is approved that they will construct the community center in accordance with the terms and conditions generally provided for in the Grant Application and that this Grant Application will govern the relationship between the parties unless specifically provided for differently herein.

2. **Construction of the Community Center.** The Town and District agree that the District shall be the responsible party to contract for the construction of the Community Center and that the design and general layout of the center are as set out in the Grant Application. The Town and District shall ensure that the Community Center is built as generally set forth in the Grant Application.

3. **Financial Contribution for the Community Center.** The community center will not be built unless the Permanent Community Impact Fund Board awards the grant and loan referred to in the Grant Application. If the application is approved the District shall be responsible for all repayment of the loan amount. The District shall also be responsible for any construction cost overrun not covered by the grant and loan.

4. **Future Use of the Community Center.** The parties agree that the community center shall be available to the parties for both District and Town meetings and events. Scheduling of the center shall be the duty of the District. The District agrees, however, that the Town shall have the priority in scheduling other than District educationally related events and that the Town’s use of the facility shall be cooperated with and accommodated by the District. The parties further agree that when the center is not being used for District and Town meetings and events it shall be made available to members of the community for use at reasonable rates and fees to be jointly decided on from time to time by the Town and District. In the event of disagreement, the parties will meet to discuss resolution.

5. **Operation and Maintenance.** The parties agree that the District shall be responsible for the costs and management of the day to day operation of the community center at no charge to the Town other than for the actual costs for the use by the Town of the center for Town meetings and events. For and in exchange for this the District will be entitled to receive all fees that may be received for the use of the community center by others.

6. **Ownership of Community Center.** The parties agree that the community center, once constructed, shall be jointly owned by the Town and the District. At the termination of this agreement or any extension of the term as provided for herein, the community center shall become the sole property of the District.

7. **Term of Agreement.** This Agreement shall be effective on _____ and shall remain in full force and effect for a period of twenty two (22) years unless extended as provide for herein.

8. **Requirements of Interlocal Agreement Act.** The following terms are included in the Agreement to comply with the requirements of the Utah Interlocal Co-operation Act:

8.1. **Resolutions.** This Agreement shall be authorized by resolution of the legislative bodies of the signatories hereto as required by Section 11-13-202.5 of the Interlocal Act.

8.2. **Purpose.** This Interlocal Cooperation Agreement has been established and entered into by the parties to provide a community center for the joint use of the parties.

8.3. **No Separate Entity.** 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, the District Superintendent shall act as the administrator responsible for the administration of this Interlocal

Cooperation Agreement on a day to day basis. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The District as administrator agrees to keep all books and records in such form and manner as the District shall specify and further agrees that said books shall be open for examination by the Town at all reasonable times.

8.4. **Budget.** There shall be a separate budget to carry out the term of this Agreement, and each party shall fund and pay for its respective responsibilities pursuant to this Agreement. The District as the operating party to this agreement shall maintain the accounts and budget and shall upon all reasonable times and places provide to the Town any budget information the Town may request. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

8.5. **Record Kept.** A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act.

8.6. **Review by Attorney.** 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 Section 11-13-202.5 of the Interlocal Act.

8.7. **Termination and Extension of Term.** This Agreement may be not be terminated by either Party until such time as the bonds contemplated by the Grant Application have been paid off. This agreement may be extended for additional terms upon the mutual agreement of the parties hereto. A party to this Agreement cannot withdraw prior to the termination of the Agreement as provided herein.

10. **Amendment.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the governing or legislative body of each of the Parties, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records of each party.

11. **Recitals.** The Recitals to this Agreement are hereby incorporated into the Covenants section of this Agreement as if fully set forth herein.

12. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be considered as one agreement.

18. **No Third Party Rights.** This Agreement governs the rights and liabilities of the signatories to this Agreement only. No third party beneficiaries are created, or intended to be created by this Agreement.

[signature pages to follow]

SIGNED and ENTERED INTO this _____ day of _____, 2016.

DUCHESNE COUNTY SCHOOL DISTRICT

By:

President, Board of Education

Reviewed as to proper form and compliance with applicable law:

District Attorney

By:

SIGNED and ENTERED INTO this day of , 2016

TOWNOF TABIONA

By: Mayor

ATTEST AND COUNTERSIGN:

Town Clerk

Reviewed as to proper form and compliance with applicable law:

Town Attorney