INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is entered into by WASHINGTON COUNTY, UTAH, a corporation and political subdivision of the State of Utah (the “County”), and Leeds Town (the “Town”), a municipality located within the County, (collectively, the “Parties”).

**RECITALS**

WHEREAS, the County is the owner of real property, Parcels L-4028-A-1-B and L-3192-C (the “Properties”), located within the incorporated limits of Leeds Town;

WHEREAS, the Properties were located in unincorporated county as designated historical park lands, but were later annexed into the Town on July 23, 2003;

WHEREAS, the Parties are desirous that the Properties maintain their status as historical park lands because the Properties have historical significance and contain historical structures and sites that the County and the Town desire to protect and preserve;

WHEREAS, the Town has no ordinance dealing with Historical Park Lands, the Parties desire to provide a legal framework to administer them;

WHEREAS, the County has contracted with a non-profit organization to manage the Properties and run operations on the Properties;

WHEREAS, the Parties desire to enter into this Agreement whereby the County will continue to contract with non-profit entities to manage the Properties and run operations on the Properties to preserve the use and historical nature of the Properties;

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (the “Interlocal Cooperation Act”), Title 11, Chapter 13, Utah Code (the “Utah Code”), public agencies, as defined in the Interlocal Cooperation Act, are authorized to enter into contracts and agreements with one another in order to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and to provide the benefit of economies of scale for the overall promotion of the general welfare of the State of Utah; and

WHEREAS, the Parties recognize and hereby find that the Parties will receive many benefits from this arrangement including, but not limited to, protection and preservation of historical buildings, ruins, replicas, trails, and artifacts.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows:

SPECIFIC TERMS

Section 1. Purpose. To provide and protect publicly owned areas of historical significance within the Town of Leeds where the public may appreciate the historical role the Properties played and increase their knowledge.

Section 2. Protected and Permitted Uses. Maintain and erect intact historical buildings, historical ruins, replicas and reconstructions of historical buildings, walking trails, and artifacts displayed on Property grounds. Make necessary improvements, repairs, and minor alterations to promote and preserve the historical nature of the Properties

Section 3. Permitted Activities. Operation of museum and gift shop; educational lectures, programs, workshops, and exhibits; historical and information plaques; meeting facilities for nonprofit or other organizations or groups; other activities consistent with the historical value of the Properties.

Section 4. Operating Entities. Entities operating on Properties must be either the County, a 501(c)(3) organization, or other not-for profit organization approved by the County.

Section 5. Operating Hours. Except for self-guided outdoor activities or special events listed in Section 6 of this Agreement, standard operating hours shall not begin prior to 8am nor extend past 6pm.

Section 6. Special Events, Outdoor Events, and Night Events. Special, outdoor, and night events are permitted upon notification of Town Staff at least 7 days prior to the event. Special Events shall not begin prior to 8am nor extend past 10pm.

Section 7. Development Standards.

7a. BUILDING HEIGHT STANDARDS.

No building or structure shall be erected to a height greater than thirty-five feet.

Minimum area, width, and yard setback regulations.

| District | Area | Width | Front\*\* | Side\*\* | Rear\*\* |
| --- | --- | --- | --- | --- | --- |
| HPP | \* | \* | 25 feet | 10 feet | 10 feet |

\* The area and width requirement varies depending on the historic dimensions of the buildings.

\*\* The front, side and rear setbacks do not apply to interior lot lines owned by the same public entity, nor to original historic buildings or ruins on the public property.

7b.SIGNS.

All signs, by design, shall preserve and promote the historical nature of the Properties. Proper signage shall be in the form of Plaques, metal or Wooden Signs. Plaques shall be no more than six (6) square feet in total area and shall be fastened directly to a building or a pedestal built specifically to display the plaque. The purpose of the plaques shall be to commemorate a historical event or time frame, location or personality, or be of cultural or historical interest. If the plaque is mounted on a pedestal built for mounting the plaque the pedestal shall not exceed six (6) square feet in width and depth or more than five (5) feet in height. The pedestals shall be located to not interfere with traffic or pedestrian traffic. The purpose of the Signs shall provide general information, such as but not limited to, directions and trailheads.

7c. LIGHTING.

All lighting shall preserve and promote the historical nature of the Properties. The County shall maintain sufficient lighting to promote safety for patrons and the community on the Properties.

7d. PARKING.

Existing Parking shall be available for use to the County, Silver Reef Museum staff, and volunteers at all times. Existing Parking shall be made available to public and Silver Reef Patrons for the events listed in Section 6 of this Agreement and during times in Section 5 of this Agreement. All parking areas shall be maintained to preserve and promote the historical nature of the Properties. All parking areas shall remain unpaved unless property owner deems a paved surface is necessary.

Section 8. Existing Uses. The existing structures, ruins, artifacts, uses, and signage at the time of Agreement are acceptable to the Town Council of the Town of Leeds and will be considered lawful uses if subsequently determined to be inconsistent with any ordinance of the Town of Leeds.

GENERAL TERMS

# Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the recitals above.

# Termination. Either Party may, at its sole discretion, terminate this agreement at any time and for any reason by giving ninety (90) days notice to the other Party in writing of its intent to terminate the agreement. Notwithstanding, such termination shall not change, alter, or have any retroactive effect on the status of those uses designated in SPECIFIC TERMS, Section 8 Existing Uses, as of the date of termination.

# Liability and Indemnification. The Parties are governmental entities under the Governmental Immunity Act of Utah, Title 63, Chapter 30d of the Utah Code. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees in carrying out or fulfilling its obligations under this Agreement. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act. Nothing contained in this Agreement shall be construed to create a general obligation liability of the Parties.

# Obligations. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law and nothing herein shall be construed or give rise to a general obligation or liability of any Party or a charge against its general credit or taxing powers

# Severability Clause. The articles, sections, paragraphs, sentences, clauses, and phrases of this Agreement, and the application thereof, are expressly declared to be severable. If any such article, section, paragraph, sentence, clause, or phrase, or the application thereof, shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining articles, sections, paragraphs, sentences, clauses, or phrases, or applications, of this Agreement.

# Captions. The captions to the various Articles and Sections of this Agreement are for convenience and ease of reference only, and neither define, limit, augment, nor describe the scope, content, and/or intent of this Agreement or any part or parts hereof.

# Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

## This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Section 11-13-202.5;

## 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 Utah Code Section 11-13-202.5(3);

## A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Section 11-13-209;

## The Parties hereby designate the Chairman of the County Commission and Mayor of Leeds Town as the Administrators responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Section 11-13-207;

## The term of this Agreement shall commence on the date of full execution of this Agreement by all Parties and shall continue until modified or terminated by either Party;

## No real or personal property shall be acquired jointly by the Parties as a result of this Agreement; and

## Following the execution of this Agreement by the Parties, the County shall cause a notice regarding this Agreement to be published on behalf of the Parties in accordance with Utah Code Section 11-13-219;

# Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be delivered personally or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Leeds Town

Attn: Leeds Mayor

PO Box 460879

Leeds, Utah 84746-0879

Washington County, Utah

Attn: Commission Chair

197 East Tabernacle

St. George, UT 84770

# Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

# Governing Law. This Agreement shall be governed by the laws of the State of Utah.

# Counterparts; Filing. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

DATED this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020.

*(Signatures on Next Page)*

WASHINGTON COUNTY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Victor Iverson, Chair

Washington County Commission

LEEDS TOWN

Wayne Peterson, Mayor, Leeds Town

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kim M. Hafen

Washington County Clerk-Auditor Leeds Town Clerk

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy Washington County Attorney Leeds Town Attorney