

Interlocal Agreement

This Interlocal Agreement is entered into this 11 day of May, 2022 by and between Short Creek Irrigation District ("District"), a political subdivision of the State of Arizona, and City of Hildale ("City"), a political subdivision of the State of Utah.

WHEREAS, District was formed to deliver irrigation water to members of the District and others in the Short Creek community; and

WHEREAS, District uses a water delivery system consisting of mains, pipes, valves, and other equipment to deliver irrigation water to end users; and

WHEREAS, District's water delivery system was in place many years prior to judicial subdivision of City; and

WHEREAS, as a result of judicial subdivision, some components of District's water delivery system are now located within utility easements reserved by City; and

WHEREAS, other components of District's water delivery system lie underneath City roads or other public rights of way; and

WHEREAS, District and City find that it is in their mutual best interest to cooperate in allowing District access to City Public Ways to perform repairs and maintenance of its water delivery system;

NOW THEREFORE, the Parties' agree as follows:

1. Definitions. As used in this agreement, "Public Way" or "Public Ways" means the surface of and any space above or below any public street or other public right of way including, but not limited to, easements or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the City.
2. Right to Enter and Notice. District, its employees and authorized agents, may utilize the Public Way for the purpose of operating, constructing, inspecting, repairing, replacing, or otherwise maintaining its water delivery system components. No permit or prior consent from the City will be required. However, except in cases of emergency or inspections that do not significantly interfere with the Public Way, District will give 48 hours' prior notice to City of any work to be done. Except in the case of emergency, City will give District 48 hours' prior notice of any work to be done within the Public Way that may affect District's water delivery system components.
3. New Construction. In addition to giving the required notice above, District will provide City with copies of as-built plans and maps for all work that expands or extends the existing water delivery system into new areas of the Public Way.
4. Work in Public Ways. District will perform all work in the Public Way in a safe manner, including but not limited to, the use of any necessary barricades or other safety devices, and will conduct its work so as to interfere as little as possible with traffic and the use of adjoining property. Both parties agree to cooperate with each other when excavating within the Public Way so that each may share in the excavation, provided that: (1) such joint use does not unreasonably delay the work of the excavating party or unreasonably increase the excavating party's costs; (2) such joint

use is arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the excavation are incompatible.

5. Blue Stakes. District shall subscribe to Blue Stakes of Utah and any other legally required “call-before-you-dig” system, and shall furnish reasonably accurate location information and marking required by those systems upon their request.
6. Restoration. District will restore the surface of any Public Way that it disturbs to the same or similar condition it was in immediately prior to commencing work, reasonable wear and tear excepted. Such work will be performed at its own cost and in a timely manner.
7. Relocation. In the event City alters the Public Way in a manner that requires the relocation of District’s water delivery system, City shall pay the relocation costs, provided public funds have been allocated and are available for such relocation.
8. No Partnership or Liability for the Other Party. The intent of this agreement is to establish a basis for the parties to enter into an inter-local agreement. Nothing in this agreement may be construed as establishing a partnership or principal/agent relationship between the parties. Neither party shall be responsible for the acts of the other arising out of this agreement.
9. Entire Agreement. This agreement constitutes the entire understanding between the parties. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are superseded by and merged in this agreement. No supplement, modification or amendment of this agreement is binding unless in writing and executed by the parties.
10. Disclosure. The parties may disclose this agreement to any board, official, officer, party or person as the parties or their counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.
11. Attorneys’ Fees. If any action is brought by either party with respect to its rights under this agreement, the losing party shall pay the prevailing party’s reasonable attorneys' fees and court costs as determined by the court.
12. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified herein or changed by notice to the other party:

City of Hildale
320 E Newel Ave
PO Box 840490
Hildale, UT
Attn: City Manager

Short Creek Irrigation District
280 W University Ave
Colorado City, AZ 86021
Attn: City Manager

13. Construction and Jurisdiction. The laws of the state of Utah govern all matters arising out of this agreement, including the interpretation, construction and enforcement of this agreement. Venue lies in the Fifth District Court in Washington County, Utah. Each party has either consulted with or knowingly chosen not to consult with legal counsel regarding this agreement, such that each party is deemed to have negotiated this agreement and no provision will be construed against the other party as the drafting party.
14. Severability. If any provision of this agreement is held by a court of competent jurisdiction to be illegal or otherwise invalid, the remaining provision or provisions shall be considered severable and not be affected by such determination, and the rights and obligations of the

parties shall be construed and enforced as if the agreement did not contain the illegal or invalid provision(s).

15. Term. This agreement may be terminated by either party at its discretion upon 24 hours' notice to the non-terminating party

Name
City Manager
City of Hildale

John Barlow
District Manager
Short Creek Irrigation District