

## INTERLOCAL AGREEMENT

### AN AGREEMENT BETWEEN SAN JUAN COUNTY AND THE NAVAJO TRIBAL UTILITY AUTHORITY

#### ARTICLE I: RECITALS

- 1.1 San Juan County, Utah (“County”) and the Navajo Tribal Utility Authority (“NTUA”)(collectively “the Parties”), as authorized by Utah Code Annotated § 11-13-202, hereby enter into this Interlocal Agreement (“ILA” or the “Agreement”) to clarify the provision of the County as a Fiscal Agent for the Westwater infrastructure project taking place in the Westwater Community in San Juan County.
- 1.2 This ILA describes the responsibilities of the Parties with regard to the following services and functions:
- County application for the preliminary design;
  - The Parties efforts to solicit design and project management Vendor services;
  - Vendor Contracts
  - Progress payments; and
  - Project Responsibility and Oversight
- 1.3 This ILA also memorializes the County’s commitment to assist in the Westwater sanitation facility development project with the completion of a Preliminary Engineering Report and related engineering services.

#### ARTICLE II: TERMS

- 2.1 **County Application for Preliminary Design Funding.** San Juan County has applied for project funding with the State of Utah, Department of Environmental Quality, Division of Drinking Water for \$40,000 in engineering funding. San Juan County will enter into Principal Forgiveness Agreement with the Division of Drinking Water to obtain the design funding. Future applications, MOU’s, Agreements may be needed in order to complete the design if necessary.
- 2.2 **Solicitation of Design and Consulting Services.** The Parties have agreed that they will follow the State of Utah and Navajo Nation Procurement Policies for Public Works projects Procurement Codes (See U.C.A. § 11-39-107, U.C.A. § 63G-6A-15, and 12 N.N.C. §301 – 371) to solicit for these services using an open and transparent process to solicit vendors who will be responsive and can perform these services for and in behalf of the Parties.
- 2.3 **Vendor Contracts.** The NTUA shall contract with the vendors awarded the project so that approved project payments can be made and funds may be withdrawn in a timely fashion for design and consultation progress. Upon request by the County, NTUA will make available contract documents within 10 business days.

2.4 **Progress Payments.** The County shall reimburse NTUA for payments made to its vendors for work necessary to complete the scope of work for this project within 30 days after receipt of invoices from the NTUA. Invoices shall be supported by copies of vendor invoices and a description of work completed. The NTUA shall disclose its tax identification number before a check or payment will be made by County to the NTUA. The NTUA is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by the County to the NTUA. The NTUA is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

2.5 **Project Responsibility and oversight.** Both Parties shall maintain oversight of the work efforts in design and consultants. This mutual oversight will speed up permitting processes as well as maintain open lines of communication in addressing any needs, concerns and resources throughout the entire project.

2.8 **Land Use and Building Development Services.**

2.8.1 County Administration of Building Permits; The County will receive and process building permit applications for the project and will perform plan check reviews in a timely manner for the designed infrastructure. Infrastructure development may commence according to its terms and conditions, if any, subject to building permit issuance and compliance with applicable construction codes.

2.8.2 Fees. All building permit fees for construction and inspections within Westwater shall be waived by the County and valued as an in-kind contribution to the project.

2.8.3 Zoning and Permitting Contact Persons. The point of contact for all zoning and permitting matters under this Agreement shall be as specified below, unless modified by any of the parties upon written notice to the other:

County:  
Scott Burton  
Email: [sburton@sanjuancounty.org](mailto:sburton@sanjuancounty.org)  
Telephone: 435-587-3223

2.8.8 The parties agree to periodically confer as needed to assure that all review processes are coordinated.

2.10 **Indemnification of the Parties.** The Parties, as indemnitor, each agree to indemnify the other and hold the other party harmless from all third-party fines, suits, claims, demands, or actions, including reasonable legal fees, occurring as a result of any act or omission of a party, its agents, employees, contractors, or elected officials under this IGA, or from any claim or loss by accident or damage to any person or property as a result thereof.

- 2.11 **Remedy for Default.** In the event of default of performance of any provision herein, the defaulting party agrees to pay all costs of enforcing this ILA or any right arising out of the breach thereof, including reasonable attorney's fees.
- 2.12 **No Assignment.** No part of the ILA or any of the rights or obligations contained herein shall be assigned to any other entity or individual without the written consent of both Parties.
- 2.13 **Prior Agreements.** This ILA supersedes any and all prior ILAs and agreements entered into between the Parties, whether verbal or written, relating to the provision of services contemplated in this agreement.
- 2.14 **Severability; No Third-Party Beneficiaries; No Inter-local Entity Created.** Any provision of this ILA found to be ineffective, prohibitive, or otherwise illegal by a court of competent jurisdiction shall be severed and invalidated without invalidating or otherwise affecting the remaining provisions of this ILA. There is no third-party beneficiaries authorized to enforce or otherwise claim any rights to the obligations of the parties specified in this ILA. This Agreement does not create an interlocal entity, as defined by law.
- 2.15 **Term.** This ILA is effective for a period of five (5) years unless modified in writing by mutual agreement of the Parties.
- 2.16 **Termination.** Either Party may terminate this ILA upon not less than ninety (90) days of providing formal notice in writing to the other Party. Notice shall be made to the following:

San Juan County Administrator  
PO Box 9  
Monticello, UT 84535

Navajo Tribal Utilities Authority  
PO Box 170  
Fort Defiance, AZ 86504

ARTICLE III-ACCEPTANCE AND APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed the ILA as of the dates given below:

**SAN JUAN COUNTY**

Approved by action of the San Juan County, Utah Board of Commissioners at a duly noticed open meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Willie Grayeyes  
Chairman, Board of Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

County Attorney Approval:

Approved as to form and found to be within the powers and authority of the San Juan County Board of Commissioners under the laws of the State of Utah:

\_\_\_\_\_  
San Juan County Attorney

\_\_\_\_\_  
Date

**NAVAJO TRIBAL UTILITY AUTHORITY**

\_\_\_\_\_  
Walter W. Haase, P.E  
General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Date