

TEMPORARY  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN WASATCH COUNTY AND  
PARK CITY FOR PARKING ENFORCEMENT

**I. PARTIES**

This Interlocal Cooperation Agreement is made and entered into by and between Wasatch County ("the County" or "WCSO"), a political subdivision of the State of Utah, whose address is 25 North Main Street, Heber City, Utah, 84032 and Park City ("the City" or "PC"), also a political subdivision of the State of Utah, whose address is 455 Marsac Ave, Park City, Utah 84060.

**II. RECITALS**

WITNESSETH

WHEREAS the County and the City share certain boundaries and have common jurisdictional interests; and

WHEREAS the parties desire to enter into an Agreement whereby the parties will assist each other in providing parking enforcement within the Bonanza Flat Conservation Area; and

WHEREAS the Utah Code, Title 11 Chapter 13 Interlocal Cooperation Act, provides government entities the ability to enter into an agreement wherein they may exercise joint power or powers, privileges, or authority; and

WHEREAS the City owns property known as the Bonanza Flat Conservation Area (BFCA) which is located within Wasatch County, and is not in the City's jurisdiction, and which is detailed in Exhibit A; and

WHEREAS City owns and maintains the BFCA for conservation and recreational purposes; and

WHEREAS the parties believe it is in the best interests of the County and the City to clarify how parking enforcement will be performed in the BFCA; and

WHEREAS the parties believe it is in the best interests of their citizens and the community that this agreement be reached to help protect the health, safety, and welfare of all;

WHEREAS, the parties desire to enter into this Agreement until August 31, 2022 so as to give time for a more comprehensive law enforcement interlocal to be entered into, while still allowing the City to manage parking issues in the BFCA.

**III. AGREEMENT**

**NOW THEREFORE IN CONSIDERATION OF THE FULFILLMENT OF THE MUTUAL PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

#### A. PARKING ENFORCEMENT IN THE BONANZA FLAT CONSERVATION AREA

1. **PARKING TICKETS AND TOWING:** Within the BFCA area on County roads, as authorized by WCC 7.14.03, the Wasatch County Manager hereby authorizes the Park City Chief of Police, and any person authorized in writing by the Park City Chief of Police, who is an employee of the City, to issue civil parking infractions, or to have a vehicle towed, pursuant to WCC Chapter 7.14: PARKING.
2. **PAYMENT OF FINES:** As authorized by WCC 7.14.07, the Wasatch County Manager hereby authorizes the City to receive fines and late fees for civil parking infractions issued by the City pursuant to Section III(A)(1) above, and to prosecute civil collection actions for overdue and unpaid fines, and any other reasonable charges, fees, and costs, including attorney fees, related thereto, pursuant to WCC 7.14.09. The City may determine its own system for collecting fines and late fees, provided:
  - a. The City shall include all information required by WCC 7.14.05 in the civil parking infraction notice;
  - b. All requirements of WCC Chapter 7.14 are complied with; and
  - c. The process for contesting a civil infraction or tow shall be made to the Wasatch County Manager following the policies and procedures of WCC 7.14.08.
3. **APPEALS:** Appeals are governed by WCC 7.14.08. The County Manager or his designee shall send a copy of the appeal, and the date of the hearing, to the City Police Chief or his designee, for any appeals of civil parking infractions or tows by the City made pursuant to Section III(A)(1) above, within 7 days of receiving the appeal. The City shall appear at the hearing, and shall present any evidence they would like considered. The County Manager or his designee shall inform the Park City Police Chief or his designee of the disposition of the appeal at the same time and in the same manner the appellant is informed. In the event that the County Manager determines to reimburse the appellant for any towing fees or storage fees for tows authorized by the City pursuant to this Agreement, the City shall reimburse the County for those fees.
4. **NO PARKING SIGNS.** The County has placed no parking signs on certain County roads in the BFCA area. The City may not place no parking signs on County roads. Nothing in this Agreement prohibits the City from placing no parking signs, or from enforcing no parking restrictions, on City property that is not a County road.
5. City shall provide the Wasatch County Sheriff a report of parking citations if requested.
6. Nothing in this Interlocal Agreement limits the County from enforcing WCC Chapter 7.14.

#### B. GENERAL PROVISIONS.

1. **Term:** This Agreement terminates August 31, 2022, except that the rights and obligations of the Parties under this Agreement to facilitate the enforcement and processing of civil parking infractions, towings, and appeals from incidents before August 31, 2022 shall continue as reasonably necessary.

2. **Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Utah. The courts of the State of Utah shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Fourth District Court, Wasatch County, Utah. The City may bring civil actions in a court of its choosing to enforce uncollected fines and fees against the public arising from civil parking infractions.
3. **Entirety of Agreement.** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
4. **Amendments.** Either party may request changes to this Agreement at any time. Any changes, modifications, revisions or amendments to this Agreement, which are mutually agreed upon by and between the parties, shall be incorporated by written instrument, and are only effective when executed and signed by all parties.
5. **Liability.** Pursuant to the provisions of the Utah Governmental Immunity Act, any employee or officer acting under this Agreement shall be deemed to be acting within the scope of his duties for purposes of the Act. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which apply to employees or officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this Agreement. Each party agrees to maintain appropriate liability insurance and nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to either party under the Act, including without limitation, any provisions regarding limitation of judgments or defenses based upon sovereign immunity.
6. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of it shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
7. **Sovereign Immunity.** The City and the County, their employees, officers, deputies, and their respective governing bodies do not waive their governmental immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
8. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this instrument shall operate only between the parties to it, and shall inure solely to the benefit of the parties signing herein. In addition, the provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under it. Moreover, the parties to

this Agreement intend and expressly concur that only parties whose signatures are affixed below shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this document, or to bring an action for the breach of this instrument.

**IV. INTERLOCAL ACT REQUIREMENTS**

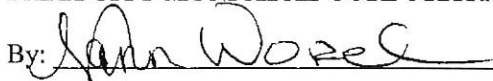
- A. No interlocal entity is created by this Agreement.
- B. Pursuant to Utah Code Section 11-13-202.5, this Agreement shall be reviewed by the attorney representing each party prior to its taking effect.
- C. Pursuant to Utah Code Section 11-13-207, this Agreement shall be administered by the Wasatch County Sheriff and the Park City Chief of Police.
- D. Pursuant to Utah Code Section 11-13-207, this Agreement does not provide for the joint acquiring, holding, or disposing of real or personal property.
- E. Pursuant to Utah Code Section 11-13-209, this Agreement shall be filed with the keeper of records of the County and the City.

**V. SIGNATURES**

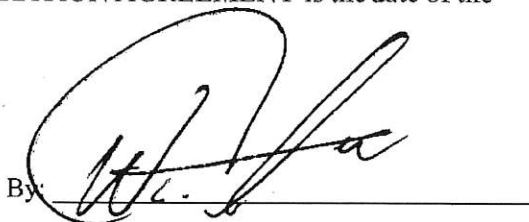
IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this instrument on the dates established below, and certify that they understand and agree to the terms and conditions as set forth herein.

The effective date of this INTERLOCAL COOPERATION AGREEMENT is the date of the signature first affixed to this page.

**PARK CITY MUNICIPAL CORPORATION**

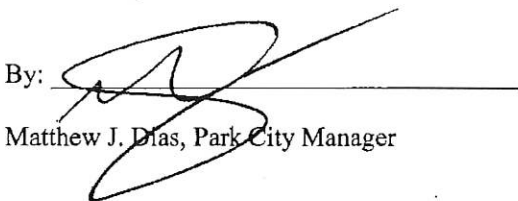
By: 

Nann Worel, Mayor of Park City

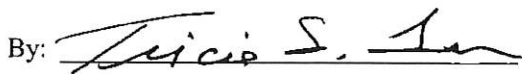
By: 

Wade Carpenter, Park City Police Chief

Date:

By:   
Matthew J. Dias, Park City Manager

APPROVED AS TO FORM AND LEGALITY

By:   
Thomas A. Daley, Attorney for Park City  
**TRACIA S. LAKE**

**WASATCH COUNTY**

By:  \_\_\_\_\_

Dustin A. Grabau, County Manager

By:  \_\_\_\_\_

Jared W. Rigby, Wasatch County Sheriff

Date:

APPROVED AS TO FORM AND LEGALITY

By:  \_\_\_\_\_

Jon Woodard, Deputy County Attorney