

JOINT LITIGATION AGREEMENT BETWEEN
DUCHESNE COUNTY AND SCIC INFRASTRUCTURE COALITION

THIS AGREEMENT is made and entered into on ___ day of _____, 2021, by and between Duchesne County a body politic, corporate, and political subdivision of the State of Utah (hereinafter “County”), and Seven County Infrastructure Coalition, a public body and political subdivision of the State of Utah, (hereinafter “SCIC”), with SCIC and County jointly referred to as “parties”.

WITNESSETH

WHEREAS, SCIC has received grants from the Utah Permanent Community Impact Fund Board (“CIB”) for the purpose of funding the study and development of the Uinta Basin Railway, which purpose includes the transportation of oil, goods used in oil and mineral production, non-energy goods, which can result in increased taxes and royalties to public bodies, increase the economic opportunities of a variety of types, and reduce the number of heavy shipping trucks on public roads, leading to a decrease in injuries, fatalities, and hazardous emissions; and

WHEREAS, on August 4, 2020, Living Rivers and the Center for Biological Diversity filed a lawsuit against the Utah Permanent Community Impact Fund Board (“CIB”), Utah Department of Workforce Services, Division of Housing and Community Development, and Seven County Infrastructure Coalition, claiming that two monetary grants for the study and development of a proposed railway (“Uinta Basin Railway”) were unlawful and ultra vires; and

WHEREAS, Duchesne County, along with Uintah County and the Uintah Transportation Special Service District, having an interest in the subject of the action and having a need to protect that interest, filed its Motion to Intervene and Memorandum in Support of its Motion to Intervene on November 6, 2020; and

WHEREAS, on December 23, 2020, the Court granted Duchesne County, Uintah County and Uintah Transportation Special Service District’s motions to intervene; and

WHEREAS, during a public meeting of the Uintah County Commission, held January 13, 2021, SCIC requested Duchesne County and Uintah County make a financial contribution to this litigation; and

WHEREAS, SCIC and Duchesne County has determined that it is in their best interest to enter into this agreement.

NOW THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the agreement as herein above set forth County and SCIC hereby agree as follows:

1. County agrees to contribute up to \$35,000 to SCIC for litigation expenses in the Living Rivers case.

2. SCIC agrees to pay back Duchesne County for this contribution when the first reimbursement is made from a private entity to SCIC. This money is in addition to the normal allotment Duchesne County will receive. This term shall survive termination of the agreement.

3. This agreement shall be for a term of 5 years. Each year thereafter, the agreement shall automatically extend for a term of one year unless 180 days prior notice is given by any party to terminate this agreement. Termination of the agreement will not discharge SCIC's obligation to repay Duchesne County as per Paragraph 2. Prior to the expiration of the term of this agreement the agreement may be terminated by either party giving notice in writing to the other party not less than 240 days in advance of the termination. All renewals shall be under the same terms and conditions of this agreement, provided however that the parties may agree to amend this agreement.

4. The parties may meet annually or as needed to review concerns and make any adjustments necessary to effectively manage the implementation of the agreement.

5. This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument.

6. The effective date of this agreement shall be the date that the parties have signed the agreement and filed the agreement with the respective keeper of records.

IN WITNESS WHEREOF, Seven County Infrastructure Coalition, caused this agreement to be signed by its director, and Duchesne County has caused this agreement to be signed by the chairman of said Board and attested by its Clerk, all on the day and year appearing below their respective signatures.

[SIGNATURES ON FOLLOWING PAGE]

DUCHESNE COUNTY, UTAH

SEVEN COUNTY
INFRASTRUCTURE
COALITION

Greg Todd, Chair
Duchesne County Commission

Michael J. McKee
Executive Director

ATTEST:

ATTEST:

Joann Evans
Duchesne County Clerk-Auditor

Heather Hoyt
Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Tyler Allred
Chief Deputy Duchesne County Attorney

Eric Johnson
Blaisdell, Church & Johnson, LLC