

INTERLOCAL COOPERATION AGREEMENT

By and between

SALT LAKE COUNTY

*For its Parks and Recreation Division*

and

SANDY CITY

[Richardson Property]

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah for its Division of Parks and Recreation and the SANDY CITY ("City"), a municipal corporation of the State of Utah.

RECITALS:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, section 11-13-101, et seq., U.C.A., (the "Interlocal Act") to enter into agreements with each other which will enable them to make the most efficient use of their powers; and

WHEREAS, City has sought financial support to purchase approximately 8.5 acres of an open space area in Sandy City known as the Richardson Property; and

WHEREAS, the Salt Lake County Council approved Mayor Ben McAdams' request to appropriate \$1,000,000 in TRCC funds towards the purchase the Richardson Property; and

WHEREAS, in exchange for funding from the County, the City has agreed to purchase and develop the Richardson Property for use as a public park and parking lot for Bells Canyon Trailhead.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The County shall pay the City One Million Dollars (\$1,000,000) before February 28, 2018.

2. The City shall purchase the parcels identified as follows:

a. 28-11-427-089-000, 5.39 acres and

b. 28-11-427-009-000, 3.22 acres;

(also described as approximately 3380 East 9850 South, Sandy, UT 84092) (the "Richardson Property"); on or before January 31, 2018. Should City fail to purchase the above identified parcels in a timely fashion, City shall return all funds contributed by the County pursuant to this Agreement.

3. City agrees to use the funds provided pursuant to this Agreement only for the purposes of purchasing the Richardson Property. Further, City agrees to develop the Richardson Property into a public park and trailhead parking lot no later than December 31, 2022. Should City use the Richardson Property for any other purpose, City shall return all funds contributed by the County pursuant to this Agreement.

3. TERM. This Agreement shall become effective upon execution and shall terminate on the

completion of the parties' obligations hereunder.

4. INDEMNIFICATION. Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Immunity Act"), Utah Code Ann. §§ 63G-7-101 to - 904 (2017), as amended. Consistent with the terms of the Immunity 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.

Neither Party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by law. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of negligence or fault of their own officers, employees or agents involved in the matter pertaining to this Agreement. The parties further agree to notify each other of any claims or actions under which one party may have to indemnify the other within thirty (30) days of receiving such claim or action. This section shall survive the termination of this Agreement.

5. AGENCY. No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The City and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

6. AUTHORITY TO BIND. The parties hereto represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that

party.

7. ASSIGNMENT. The City's interest in this Agreement may not be assigned without the prior written approval of the County which approval shall not be unreasonably withheld or delayed.

8. NOTICES. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

To the County:            Director - Division of Parks and Recreation  
   2001 South State Street, S4-700  
   Salt Lake City, Utah 84190

   Contracts Administrator  
   Salt Lake County  
   2001 South State, Suite, N4-600  
   Salt Lake City, Utah 84190

9. INTERLOCAL COOPERATION ACT. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

a.        This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

b.        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 Section 11-13-202.5 of the Interlocal Act;

c.        A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

d.        Except as otherwise specifically provided herein, each Party shall be responsible

for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;

e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board consisting of the County's Director of Parks and Recreation and the City's Assistant Chief Administrative Officer;

f. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party;

g. Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement;

h. Voting of County's Director of Parks and Recreation and City's Assistant Chief Administrative Officer shall be based on one vote per Party;

i. The functions to be performed by the joint or cooperative undertaking are those described in this Agreement; and

j. The powers of the joint board are those described in this Agreement.

#### 10. Miscellaneous

a. *Applicable Law.* The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

b. *Integration.* This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

c. *Amendment.* This Agreement may only be amended by a writing signed by both parties.

d. *Survival.* All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect.

e. *Waiver.* No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

f. *Severability.* In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

g. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and the County have caused this agreement to be duly executed as of the day and year written first above.

SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor, Salt Lake County

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

Division Approval:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Division Director or Designee

Department Approval:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director, Department of Community Services

APPROVED AS TO FORM  
District Attorney's Office  
By: Megan Smith  
Attorney  
MEGAN SMITH  
Date: 1/19/18

SANDY CITY

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
Attorney for Sandy City

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