

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”) is made effective _____, by and between **SANDY CITY**, a Utah municipal corporation (“**City**”) and **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“**County**”).

RECITALS:

A. Utah Code Ann. § 11-13-202 and other provisions of the Interlocal Cooperation Act (codified as Utah Code Ann. § 11-13-101 *et seq.*) (the “**Act**”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. Utah Code Ann. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. City and County are public agencies for purposes of the Act.

D. City has purchased two parcels of land in the County for purposes of, inter alia, public open space and continuation of the Bonneville Shoreline Trail and has requested that County assist with the purchase financially through the use of the Salt Lake County Open Space Fund. The two parcels of land are separately referred to herein as “Parcel 1” and “Parcel 2” and are collectively referred to herein as the “Property.” The Property is more particularly described in **Exhibit A**, attached hereto.

E. The Salt Lake County Open Space Advisory Committee recommended the County contribute to the purchase of the land, and the Salt Lake County Council in their meeting dated January 31, 2017 has agreed to contribute an amount not to exceed two hundred seventy-five thousand (\$275,000), toward the purchase price of the Property.

F. The City purchased the Property for the amount of \$621,402.00. The County’s contribution of \$275,000 equals 44.25% of the total purchase price for the Property.

G. As consideration for the County’s contribution toward the purchase of the Property, the City has agreed to grant a conservation easement for the portion of the Property that is used for the continuation of the Bonneville Shoreline Trail, or in the City’s discretion, for the Property in its entirety.

H. The parties previously agreed that before granting a conservation easement, the City may sell a portion of the Property not used for the continuation of the Bonneville Shoreline Trail. The parties further agreed that if the City sells a portion of the Property, the City will reimburse the County for the County’s contribution to the purchase of the Property in an amount equal to 44.25% of the proceeds of the sale.

I. The parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Consideration.** The City has purchased the Property for the amount of \$621,402.00, as reflected in the Settlement Statement attached hereto as **Exhibit B**. On or before September 30, 2017 the County shall transfer two hundred seventy-five thousand dollars (\$275,000) to the City for its purchase of the Property.

Section 2. **Time for City to Consider Sale.** The parties agree that the City will have one year from the date the City receives payment from the County identified in Section 1 to determine whether it will attempt to sell the portion of the Property not used for continuation of the Bonneville Shoreline Trail.

Section 3. **Reimbursement of County.** If the City elects to sell a portion of the Property not used for continuation of the Bonneville Shoreline Trail, the City will pay to County 44.25% of the proceeds of the sale within 30 days from the closing date of the sale.

Section 4. **Baseline Study.** To facilitate the granting of a conservation easement, the City agrees to complete a baseline study for the portion of the Property to be subject to the conservation easement within one year and three months, from the date the City receives payment from the County identified in Section 1.

Section 5. **Conservation Easement.** The City agrees to grant a conservation easement over that portion of the Property that the City does not elect to sell within 90 days after completion of the Baseline study identified in Section 4 OR a conservation easement over the width of the Bonneville Shoreline Trail which bisects the Property plus a 10' shoulder on either side of the trail, whichever is greater but in any case the Conservation Easement must include the Bonneville Shoreline Trail and at least a 10' wide shoulder on either side.

Section 6. **Duration.** The term of this Agreement shall commence upon its full execution and delivery, and shall remain in effect until City transfers a conservation easement on the Property to the County and transfers the County's share of any proceeds City earns in a sale of a portion of the Property as contemplated in Section 3. In no case may this Agreement be in effect longer than 50 years.

Section 7. **No Improvements.** City may not construct or cause to construct any improvement on the Property during the term of this Agreement.

Section 8. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

(b) Joint Board. As required by Utah Code Ann. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the City's Mayor or designee and the County's Mayor or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for City and County in accordance with Utah Code Ann. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

(f) Manner of Acquiring or Disposing of Property. The Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 9. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning scope or interpretation of any of the terms or provision of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

- (h) Time of Essence. Time is of the essence in this Agreement.
- (i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- (j) Notice. Any notice or other communication required or permitted to be given under this Agreement shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.
- (k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- (l) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101 *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
- (m) Ethical Standards. The parties represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement, or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute, city ordinance, or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, City ordinances, or County ordinances.
- (n) Recording. In connection with the closing of the City’s acquisition of the Property, a counterpart original of this Agreement shall be recorded in the records of the Salt Lake County Recorder as an encumbrance against the Property. Such recording may be effected by either or both of City and County.

IN WITNESS WHEREOF, the City by resolution duly adopted by its City Council, a copy of which is attached hereto, cause this Agreement to be signed by its mayor and attested by its City Recorder; and the County, by resolution of its County Council, a copy of which is attached hereto, cause this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

SANDY CITY

By: _____

Tom Dolan, Mayor

Date: _____

SALT LAKE COUNTY

By: _____

Mayor or Designee

Date: _____

Division Approval

By: Julie Peck-Dabbling

Julie Peck-Dabbling,
Special Services Manager

APPROVED AS TO FORM
District Attorney's Office

By: Megan L. Smith
Attorney

MEGAN SMITH

Date: 8/31/17