

Interlocal Cooperation Agreement Between Salt Lake County and South Jordan City for the South Jordan Recreation Center Pool Expansion

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is between SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah for its Division of Parks and Recreation and the SOUTH JORDAN CITY ("City"), a municipal corporation of the State of Utah.

RECITALS:

- A. The parties are “public agencies” and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers.
- B. The County owns and operates the South Jordan Fitness and Aquatic Center, located at approximately 10866 South Redwood Road, South Jordan, Utah 84095 (the "Facility"), for the use and enjoyment of County residents.
- C. The County is in the process of planning, designing, and constructing an addition to the building consisting of additional lap pool lanes and other associated amenities (the “Project”).
- D. City wishes to contribute a single sum of \$1,000,000 for the design and construction of the Project.

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and the payments herein mentioned to be performed and paid, the parties agree as follows:

1. THE PROJECT. Salt Lake County will undertake the Project, and will endeavor to include in the Project the following features:

1.1.Pool featuring lap lanes, changing rooms, and storage; and

1.2.Timing system and scoreboard

2. FINANCE.

2.1.Cost estimates for the Project is \$9,286,550.00. These costs are estimates and may change due to market forces outside the control of the Parties.

2.2.Within 45 calendar days of the Effective Date of this Agreement, City agrees to pay the County a single lump sum of \$1,000,000.00 (the “Contribution.”) County will only use the Contribution to pay for costs associated with the design and construction of the Project.

2.3.The City will have no other liability for the costs or expenses of designing and constructing the Project.

2.4.If County fails to construct the Project, County will return the Contribution to the City.

3. EFFECTIVE DATE. This Agreement is effective when all parties have signed it (the “Effective Date”). This Agreement will be effective on the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that Party’s signature) (the “Effective Date.”). This Agreement will terminate 30 calendar days after final completion of the Project.

4. TERMINATION.

4.1.Either party may terminate this agreement upon sixty (90) days written notice to the other party. In the event of such termination, an accounting and equitable adjustment shall be made of all property and funds, whether spent, unspent, or used by either party

either directly or indirectly, as of the effective date of termination.

- 4.2. Notice of Termination: All notices required under this Section 4 shall be made in writing and shall be sent via overnight express carrier or by certified or registered mail, return receipt requested, to the Parties at the following addresses:

To the County: Salt Lake County Council
2001 South State Street, N2100
Salt Lake City, Utah 84190

With copies to: Director - Division of Parks and Recreation
2001 South State Street, S4-700
Salt Lake City, Utah 84190

To the City: City of South Jordan
Attn: City Recorder
1600 W. Towne Center Dr.
South Jordan Utah 84095

- 4.3. Notice described in Section 4.2 shall be effective upon the next business day following the date of delivery stated on the receipt provided by the carrier.

5. The following provisions are also integral parts of this Agreement:

- 5.1. Authority. 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.
- 5.2. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- 5.3. Assignment. The City's interest in this Agreement may not be assigned without the prior written approval of the County. If approved by the County and any interest or right under this agreement is assigned, the City will nevertheless remain liable to the County for payment and performance of all conditions and covenants that this Agreement requires the City to perform. Any attempted assignment by the City without the prior written approval of the County will be void and unenforceable and will constitute a default hereunder and will immediately terminate this Agreement.

- 5.4. 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 provisions of this Agreement or the intent hereof.
- 5.5. 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.
- 5.6. 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.
- 5.7. Waiver of Breach. 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.
- 5.8. 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.
- 5.9. Indemnification. Both parties are governmental entities under the "Utah Governmental Immunity Act." Title 63G, Chapter 7, Utah Code Annotated. Consistent with the terms of this 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 or limits of liability otherwise available under the Governmental Immunity Act
- 5.10. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- 5.11. Time of Essence. Time is the essence of this Agreement.
- 5.12. Interpretation. This *Agreement* shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- 5.13. Notice. Any notice or other communication required or permitted to be given hereunder shall be *deemed* to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- 5.14. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.

- 5.15. 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 County's designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.
- 5.16. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- 5.17. Manner of Acquiring, Holding, or Disposing of Property. The real property will 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.
- 5.18. Exhibits and Recitals. The Recitals set forth above and all exhibits (if any) 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.
- 5.19. Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and the City for approval in accordance with Utah Code Ann. § 11-13-202.5.
- 5.20. Copies. Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the County sign this Agreement.

SALT LAKE COUNTY

SOUTH JORDAN CITY

Signature: _____

Mayor or Designee

Signature: _____

Title _____

Date: _____

Date: _____

Division Review

Signature: _____

Department Review

Signature: _____

Reviewed as to form and legality

Approved as to form and legality

Signature: _____

Signature: _____