

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY

Mantle Park Redevelopment

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”); and **THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY**, a community reinvestment agency created under Utah Code Title 17C (the “Agency”). The County and the Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the Agency are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. The County owns a parcel of property located at approximately 9094 West Magna Main Street in Salt Lake County (the “Property”) which is used as a public park known as Mantle Park.

C. The Property is located within the Magna Main Street Community Development Area, which was created by the Agency.

D. In order to promote the redevelopment of the project area and further the project area plan, the Agency desires to finance certain improvements to the Property described in the Magna Mantle Park Update Project plans, which is attached hereto as Exhibit “A” and incorporated herein by this reference.

E. The County and the Agency now desire to enter into this Agreement providing for the sharing of Agency revenue to pay the costs of redeveloping the Property on behalf of the County and as provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — DISBURSEMNT OF AGENCY FUNDS

1.1. Mantle Park Redevelopment.

(a) Construction Agreement. The County shall enter into a separate written agreement (the “SFCC”) with a qualified contractor (the “Contractor”) to complete the improvements to the Property that are described in Exhibit “A.” The SFCC shall be in a form substantially similar to the example attached hereto as Exhibit “B.”

(b) Project Management. Except as provided in Section 1.2, below, the County shall plan and design the Project and work with the Contractor to perform all its obligations described in the SFCC.

(c) Ownership of Improvements. Upon completion, the improvements to the Property provided herein shall be the property of the County.

1.2. Agency Funds. The Agency hereby agrees to make the payment described in Section 5 of the Short Form Construction Contract (SFCC) to the Contractor in a manner compliant with Section 3 of the Construction Conditions of the SFCC.

ARTICLE 2 —INDEMNIFICATION AND LIABILITY

2.1. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the “Immunity Act”). Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Neither Party waives any defense otherwise available under the Immunity Act nor does any Party waive any limit of liability currently provided by the Immunity Act.

2.2. Indemnification. There are no indemnity obligations between these Parties. Consistent with the terms of the Immunity Act, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees.

2.3. Insurance. Each Party shall maintain insurance or self-insurance coverage sufficient to meet its obligations hereunder and consistent with applicable law.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

(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. Pursuant to Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the Chairperson of the Agency's Board of Directors are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent 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.

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire upon the earlier of: a) the date the Parties have performed all of the material obligations described herein; or b) December 31, 2023.

3.3. Termination. This Agreement may be terminated (with or without cause) by either Party upon at least ninety-days prior written notice to the other Party. Upon such termination, the County shall be paid for all services up to the date of termination.

3.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the Agency that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) war, acts or threats of terrorism, invasion, or embargo; or c) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the Agency.

3.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and 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, postage pre-paid, and addressed to the Parties at their

respective addresses.

3.6. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid.

3.7. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.8. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for Salt Lake County, State of Utah.

3.9. No Obligations to Third Parties. The Parties agree that the Agency's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the Agency. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

3.10. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

3.11. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

3.12. 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.

3.13. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: _____
Department Director

Date: _____

Reviewed as to Form:

By: _____

**THE REDEVELOPMENT AGENCY OF
SALT LAKE COUNTY:**

Chairperson
Board of Directors

Date: _____

Recommended for Approval:

Executive Director

Date: _____

Reviewed as to Form:

By: _____