

RESOLUTION NO. _____, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE CITY CORPORATION PROVIDING FOR THE COUNTY'S OPERATION CERTAIN RECREATION PROGRAMING AND MANAGEMENT.

WITNESSETH

WHEREAS, Salt Lake City Corporation (the "City") and Salt Lake County (the "County") entered into an interlocal cooperation agreement MA10405C dated May 21, 2010, amended June 20, 2012 (the "Prior Agreement") under which the City transferred to the County and the County accepted recreation programming and management responsibilities for the programs described in the Prior Agreement.

WHEREAS, the term of the Prior Agreement ended on January 1, 2020, and was inadvertently not extended by the parties for the additional ten-year period authorized by the Prior Agreement.

WHEREAS, the parties desire to enter into a new Agreement in order to continue operating under the terms of the Prior Agreement.

WHEREAS, as public agencies, the parties are authorized under the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the "Interlocal Act"), to make the most efficient use of their powers by acting cooperatively to provide needed services and facilities so that the parties benefit from economy of scale and shared resources.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the attached Interlocal Agreement between Salt Lake County and the Salt Lake City Corporation is approved, in substantially the form attached hereto as **ADDENDUM A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as set forth in the Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2020.

Max Burdick, Chair


ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____

APPROVED AS TO FORM:

David A.
Johnson
Approved as to
form 
2020.02.27
'00'07- 09:57:07

ADDENDUM A
Interlocal Cooperation Agreement

INTERLOCAL AGREEMENT

BETWEEN

SALT LAKE COUNTY

AND

SALT LAKE CITY CORPORATION

[RECREATION PROGRAMMING AND MANAGEMENT]

RECORDED

FEB 26 2020

CITY RECORDER

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is dated March 1, 2020, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "County"), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (the "City"). The County and the City are sometimes referred to collectively as the "parties."

RECITALS:

A. The County and the City entered into an interlocal cooperation agreement Salt Lake County Contract No. MA10405C dated May 21, 2010, amended June 20, 2012 (the "Prior Agreement") under which the City transferred to the County and the County accepted recreation programming and management responsibilities for the programs described in the Prior Agreement.

B. The term of the Prior Agreement ended on January 1, 2020, and was inadvertently not extended by the parties for an additional ten-year period as authorized by section 7.2 of the Prior Agreement.

C. The parties desire to enter into this Agreement in order to continue operating under the terms of the Prior Agreement for an additional period of time.

AGREEMENT:

In consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Continuation of Terms of Prior Agreement.** For the term of this Agreement identified in section 2, the parties will perform their respective obligations and responsibilities with respect to recreation programming and management under the same terms and provisions as

set forth in the Prior Agreement attached hereto as Attachment 1, which terms and provisions are hereby incorporated in this Agreement by reference.

2. **Duration and Termination.** The term of this Agreement shall commence on its date stated in the introductory clause and its duration shall be 10 years. The term may be extended for an additional ten-year period upon mutual agreement of the parties. Either party may terminate this Agreement by giving the other party at least 90 days advance written notice of its desire to terminate this Agreement.

3. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation 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 Cooperation 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 Cooperation 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 Cooperation 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; and
- (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 of the [public works directors] of the City and the County, or their designees. 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.
- (f) Either party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
- (g) Voting by the respective [public works director] shall be based on one vote per party.
- (h) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.
- (i) The powers of the joint board are those described in this Agreement.

IN WITNESS WHEREOF, the parties are signing this Agreement on the date stated in the introductory clause.

SALT LAKE COUNTY

By: _____
Mayor or Designee

SALT LAKE CITY CORPORATION

By: [Signature]
Mayor or Designee 2/24/2020

Approved as to Proper Form and Compliance with Applicable Law:

By: [Signature]
David A. Johnson
Approved as to form
09:56:51 2020.02.27
00'07.

Deputy District Attorney

Date: _____

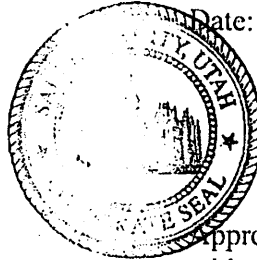
ATTEST:

By: [Signature]
Acting City Recorder
Date: _____

RECORDED

FEB 26 2020

CITY RECORDER



Approved as to Proper Form and Compliance with Applicable Law:

By: [Signature]
Senior City Attorney

Date: 2-19-2020



ATTACHMENT 1

COPY OF THE PRIOR AGREEMENT AND AMENDMENT 1

RECREATION PROGRAMMING & MANAGEMENT INTERLOCAL COOPERATION AGREEMENT

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County Contract No. MA10405C
District Attorney No. 2010-2683
SLC CONTRACT # 03-3-10-4634

RECORDED

MAY 17 2010

CITY RECORDER

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
SALT LAKE CITY CORPORATION

[RECREATION PROGRAMMING AND MANAGEMENT]

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made this 21 day of May, 2010, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "City"). The County and the City are sometimes referred to collectively as the "parties."

RECITALS:

A. The City and County began providing recreation programs for City residents through an unwritten cooperative agreement in the 1950s, which agreement stipulated that the City would provide recreational facilities for its citizens, and the County would take responsibility for the programming at those facilities.

B. In 1976, in an effort to supplement the County's recreational programs, the City began offering its own recreational programs, intending to supplement, rather than duplicate, the County's effort and to venture into programming areas not offered by the County.

C. Since 1976 the City has developed new facilities such as softball diamonds, volleyball courts, the Steiner Aquatic Center (now the Salt Lake City Sports Complex) and the Gallivan Utah One Center.

D. The provision of recreation services by both the City and the County has resulted in duplication of effort, overlapping of services, service gaps, competition for a common clientele and other problems.

E. In order to improve the level of recreation and at-risk programming being provided to the City residents, the County is willing to assume additional responsibility for recreation programming within City limits and to upgrade several facilities at its expense.

F. UTAH CODE ANN. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

G. The County and the City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.*, known as the Interlocal Cooperation Act).

H. The City desires to consolidate its programming and management at its facilities and has determined that the best means of doing so is through a joint and cooperative relationship with the County, through County's Parks and Recreation Division, to provide these services.

I. The Parties desire to enter into this Agreement setting forth the terms and conditions for their joint and cooperative action.

AGREEMENT:

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Transfers to the County. The City hereby transfers to the County, and the County hereby accepts, the following recreation programming and management responsibilities:

A. Adult and Youth Sports and Tennis Programs

(1) The County will continue management responsibility for the City's adult and youth sports and tennis programs, including the following programs:

- (a) Men's and Co-ed Softball Leagues (Summer & Fall);
- (b) Icebreaker Softball Tournament;
- (c) Men's and Co-ed Volleyball Leagues (Spring, Summer, Fall & Winter);
- (d) Seasonal Volleyball Tournament;
- (e) Adult Ultimate Frisbee Leagues;
- (f) Youth Track and Field Meets (Hershey's National Event);
- (g) Youth Track and Field Club.

(2) For the provisions of such programs, the City shall make sports fields, ball diamonds, volleyball courts and tennis facilities available to the County at no cost and for the times needed to conduct the programs. However, the County has contributed \$65,750 toward the renovation of three softball fields at Sunnyside Park and one softball field at Jordan Park.

(3) The City shall retain ownership and control over the use of such facilities and shall be responsible, at its expense, for daily maintenance thereof except for the infield playing surface of the softball fields. The County shall, at its expense, provide daily maintenance on the infield playing surface of the softball fields, including all game-ready preparation such as field lining and field preparation. The City shall continue to control and have access to all such facilities when not being used by the County and may make such facilities available to the public.

(4) The City shall continue to sponsor and operate the Salt Lake Classic Volleyball Tournament and the Powerade Volleyball Tournament on an annual basis.

(5) The County shall, at its expense, be responsible to pay for each improvement required at the three (3) softball fields at Sunnyside Park and one (1) softball field

at Jordan Park which cost \$3,000 or less. The City shall be responsible for any such costs agreed to by the City which exceed \$3,000.

(6) Not later than January 1 of each calendar year, the County and the City shall consult each other to determine each other's recreation schedules in order to determine what will be needed to conduct the above-referenced programs during such calendar year. In addition, during the course of any year, the County and the City may agree, on a case-by-case basis, to amend such recreation schedules.

B. Aquatic Programs

(1) Salt Lake City Sports Complex (formerly known as the Steiner-Guardsman Way)

(a) The County shall be responsible for program and facility management for the Salt Lake City Sports Complex and shall offer all programs in effect on the date hereof. In addition, County may offer new programs when public demand for such program exists.

(b) The City shall continue to own the facility. As long as the City retains ownership of the facility, each improvement agreed to by the City in excess of \$3,000 shall be paid for by the City, and each improvement of \$3,000 or less shall be paid for by the County. The County shall pay for daily operational and maintenance costs including utilities.

(c) The County shall be responsible for the maintenance of all exterior grounds, including grass mowing, irrigation, trash clean-up, parking lot clean-up, and snow removal on the sidewalk areas. See attached Exhibit A, which shows the site plan of the facility. The City shall be responsible for repair and/or maintenance costs in excess of \$3,000. The City shall be responsible for parking lot snow removal. The City and County will equally share the costs of essential equipment to operate the facility, in excess of \$5,000.

(2) Liberty Park Outdoor Pool

The County shall continue to conduct the swimming program at the Liberty Park swimming pool. Additionally, the County shall be responsible for all operational costs and maintenance of the facility. The County shall pay for all utilities that can be isolated from the park and all improvement costs of \$3,000 or less. The City shall pay for each improvement cost agreed to by the City in excess of \$3,000. The County shall continue to operate the swimming pool as a community-based pool.

C. Corporate Games Program

The Corporate Games program is an Olympic-style competition in which local businesses form teams and compete in a variety of recreational and leisure events. The County shall have full management responsibility for the Corporate Games program. The City shall provide facility use for such programs.

D. Salt Lake City Sports Complex Ice Sheet

The City and County will discuss and determine the most appropriate method of operating and managing the complex. Conclusions reached that might require modifications to this Agreement will be added by amendment.

Section 2. Continuing City Programs. The City shall continue to sponsor, produce, and provide community special event activities, festivals, and events at the Gallivan Utah One Center and other City-owned facilities. City will coordinate the scheduling of such programs with the County.

Section 3. Changes to Programming Levels. The County and the City shall review, at least annually, current programming as to its performance and future need. The County shall maintain program data and shall conduct an annual program performance assessment as a means of determining the performance of each program. Measurements that shall be used include: participation levels; cost/revenue ratio; growth potential; risk exposure; and customer feedback.

Section 4. County to Bear Costs. Unless specifically identified in this Agreement, all program development, management and administrative costs shall be paid for solely by the County. The County shall retain all fees generated by the programs described herein.

Section 5. Continuing Effects of Agreements. Agreements in effect on the date hereof between the City and special user groups (such as Richard Steiner and the Salt Lake City School District) for the use of City recreation facilities shall be honored by the County. Any new agreements or extensions of agreements must be agreed to by the County.

Section 6. County to Manage Physical Facilities. The County shall manage any physical recreational facilities that the City continues to own. As the on-site manager responsible for daily operation and programming, the County shall operate and maintain the City's recreational facilities in a manner that meets generally accepted industry standards and procedures. Semiannually, representatives of the City and the County shall meet to observe general conditions of such facilities and evaluate maintenance practices with respect to such facilities. Except as more specifically provided in this Agreement, the City shall be responsible for all improvements and repairs to physical facilities which are used for the recreation programs which the County agrees herein to manage.

ADDITIONAL PROVISIONS

Section 7. Effective Date. This Agreement shall be effective as of JANUARY 1, 2010 and shall replace and supersede any and all prior agreements between the parties concerning this subject matter.

Section 7.1. Duration and Termination. The term of this Agreement shall commence upon its effective date, and the duration shall be ten (10) years. The term may be extended for an additional ten (10) year period upon mutual agreement of the parties. Either party may terminate this Agreement by giving the other party at least ninety (90) days advance notice in writing of its desire to terminate the Agreement.

Section 7.2. 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 provisions 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 hereunder shall be deemed to have been received (1) upon personal delivery or actual receipt thereof or (2) within three (3) 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) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity or other separate legal entity.

(l) Joint Board. Except as otherwise provided in this Agreement, in accordance with the requirements of 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 Mayor or designee, and the City'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.

(m) Financing Joint Cooperative Undertaking and Establishing Budget. There is financing of joint or cooperative undertaking as provided herein, but no future budget shall be established or maintained unless described herein.

(n) Manner of Acquiring, Holding or Disposing of Property. Any property will be acquired, held or disposed of pursuant to this Agreement only as provided in this Agreement, and unless agreed to herein shall not be used in any other manner.

(o) 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.

(p) Governmental Immunity. The County and the City are governmental entities under the Governmental Immunity Act, Utah Code Ann. Title 63G Chapter 7; therefore, consistent with the terms of the Governmental Immunity Act, those parties agree that the County and the City are responsible and liable for any wrongful or negligent acts that they commit or that are committed by their agents, officials, or employees. Neither the County nor the City waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and those parties maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act and all other applicable law.

(q) Ethical Standards. The parties hereto represent that they have not, (i) 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; (ii) retained any person to solicit or secure this contract upon an 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; (iii) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001)) or of Salt Lake City's conflict of interest ordinance, (Chapter 2.44, Salt Lake City Code); or (iv) 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, Salt Lake County ordinances or Salt Lake City ordinances.

(r) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for each party in accordance with UTAH CODE ANN. § 11-13-202.5.

(s) 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.

(t) Third-Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board or entity, other than the parties hereto and their successors and assigns, any right or remedies by reason of this Agreement, as a third party beneficiary or otherwise.


(u) Relationship of the Parties. Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship among the parties, or to create any new entity.

(v) Assignment. The parties shall not assign, sublease or transfer any interest in this Agreement.

(w) Entire Agreement. This Agreement, its Exhibits and Attachments, and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the parties regarding the subject matter hereof and is intended to be a final expression of their Agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the counsel of its own advisors.

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

SALT LAKE COUNTY

By 
Mayor Peter Corroon or Designee

RECORDED

MAY 17 2010

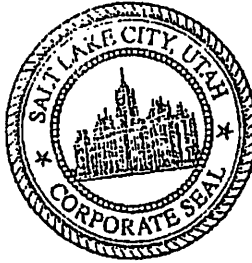
CITY RECORDER

SALT LAKE CITY CORPORATION

By Ralph Becker
Ralph Becker, Mayor

ATTEST:

[Signature]
DEPUTY City Recorder



SALT LAKE CITY
ATTORNEY APPROVAL:
As to proper form and compliance with law

[Signature]
Date 5-13-10

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 21 day of May, 2010, personally appeared before me Doug Willmore, who being duly sworn, did say that (s)he is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL] KAREN R. LOWE
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/08/2014
Commission # 581113

[Signature]
NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 17th day of MAY, 2010, personally appeared before me Ralph Becker, who being duly sworn, did say that (s)he is the MAYOR of Salt Lake City, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake City, by authority of law.

[SEAL] SCOTT C. GRANDALL
NOTARY PUBLIC - STATE OF UTAH
451 SO. STATE STREET, RM 416
SALT LAKE CITY, UT 84111
My Comm. Exp. 06/27/2011

[Signature]
NOTARY PUBLIC
Residing in Salt Lake County

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-551.

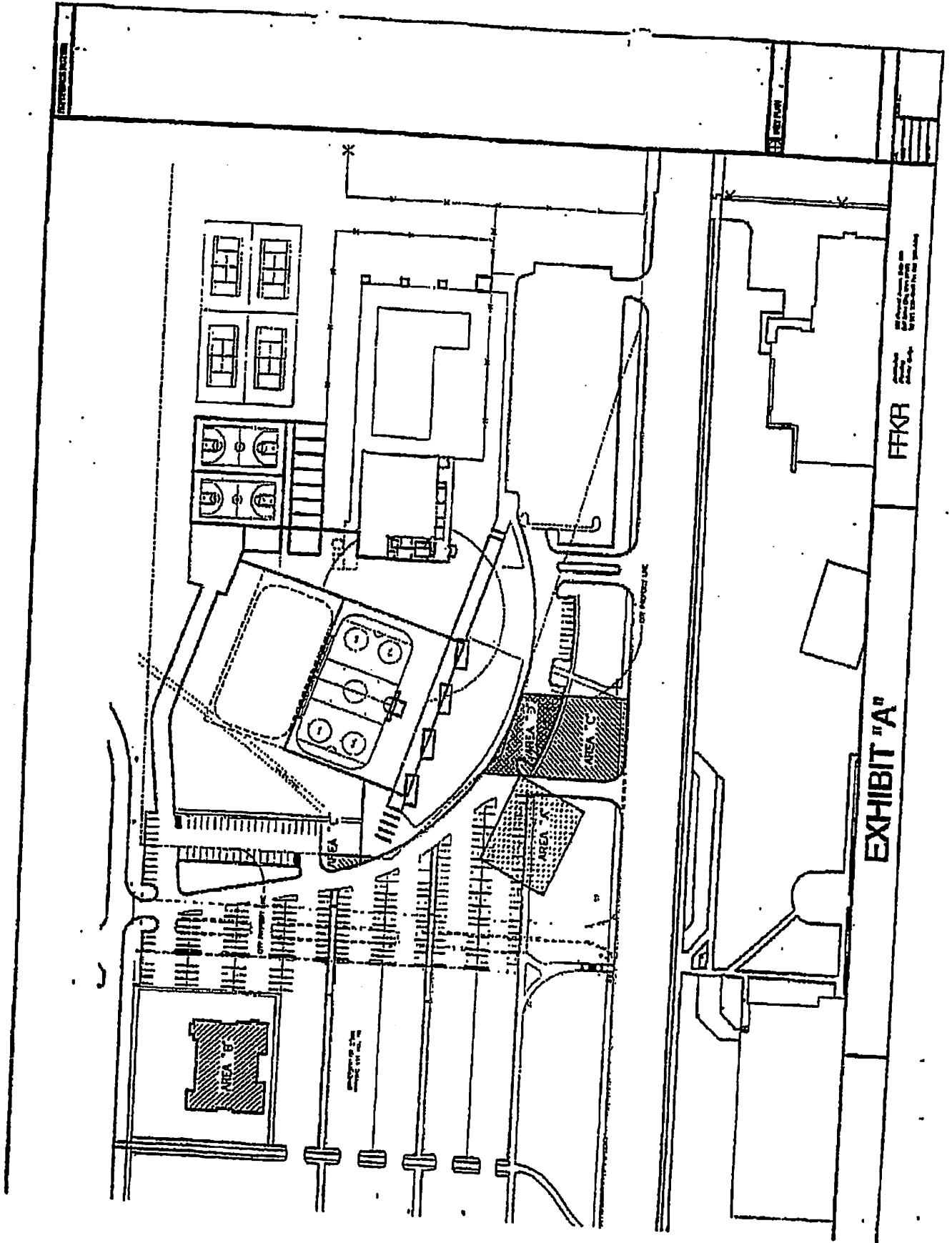


EXHIBIT "A"

FFKA

AMENDMENT #1

to

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY

And

SALT LAKE CITY CORPORATION

RECORDED

JUN 11 2012

CITY RECORDER

[RECREATION PROGRAMMING AND MANAGEMENT]

THIS AMENDMENT is made and entered into this 20 day of June, 2012, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "City"). The County and City are sometimes referred to in this Agreement as the "Parties."

RECITALS

- A. The Parties entered into Interlocal Agreement MA10405C (the "Agreement") for the County to provide management services and recreational programs at recreation facilities owned by the City.
- B. The Parties now desire to modify portions of the Agreement regarding fiscal responsibilities for repair and maintenance.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the Parties hereby agree to amend the original agreement as follows:

- I. Section 1 is hereby modified to read as follows:

Section 1. Transfers to the County. The City hereby transfers to the County, and the County hereby accepts, the following recreation programming and management responsibilities:

A. Adult and Youth Sports Programs

- (1) The County will continue management responsibility for the following programs:
 - a. Men's and Co-ed Softball Leagues (Summer & Fall);
 - b. Polar Bear (formerly called Icebreaker) Softball Tournament;
 - c. Men's and Co-ed Volleyball Leagues (Spring, Summer, Fall & Winter);
 - d. Seasonal Volleyball Tournament;
 - e. Adult Ultimate Frisbee Leagues;
 - f. Youth Track and Field Meets (Hershey's National Event);
 - g. Youth Track and Field Club.

- (2) For the provision of such programs, the City shall make sports fields, ball diamonds, and volleyball courts available to the County at no cost and for the times needed to conduct the programs. However, the County has contributed \$65,750 toward the renovation of three softball fields at Sunnyside Park and one softball field at Jordan Park.
- (3) The City shall retain ownership and control over the use of such facilities and shall be responsible, at its expense, for daily maintenance thereof except for the infield playing surface of the softball fields. The County shall, at its expense, provide daily maintenance on the infield playing surface of the softball fields, including all game-ready preparation such as field lining and field preparation. The City shall continue to control and have access to all such facilities when not being used by the County and may make such facilities available to the public. Capital maintenance and improvements shall be the responsibility of the City.
- (4) County and City representatives shall meet quarterly, in March, June, September and December. The intent of these meetings will be to share recreation schedules in reference to the above referenced programs, facility needs, repairs, and concerns.

B. Ice Arenas, Fitness and Aquatic Facilities, and Liberty Park Pool

- (1) Salt Lake City Sports Complex (formerly known as the Steiner-Guardsman Way) (the "Complex") and Liberty Park Pool (the Complex and the Liberty Park Pool are sometimes jointly referred to as the "Facilities").
 - a. City Obligations:
 - i. City shall retain ownership of the Facilities.
 - ii. City shall be responsible for all costs associated with repairs, improvements, and maintenance to the grounds of the Facilities, including but not limited to landscaping, parking lot upkeep including the parking lot lights, garbage services, and snow removal. The County shall be responsible for snow removal at public facility entry ways. The cost sharing provisions found in this Agreement do not apply to City's responsibilities to maintain the grounds and parking lots of the Facilities.. County shall have no fiscal responsibility for the costs of maintaining, repairing, or improving these areas of the Facilities.
 - iii. City shall be responsible for fifty percent of the total cost of all repairs/improvements to the Facilities and to all affixed equipment and systems, including but not limited to climate systems, ventilation systems, building management systems, alarm systems, and lighting, when the cost for the individual repair/improvement is \$5,000.00 or more.
 - iv. City shall be responsible for fifty percent of the total cost of all repairs, improvements, or replacements to equipment essential for operations when such equipment is not affixed to the Facilities and the cost for the individual repair, improvement, or replacement is \$10,000.00 or more.
 - v. City shall replace and install heating, ventilation, and air conditioning (HVAC) units in the aquatics area of the Complex in 2012. Due to the current poor condition of the system, City shall begin the process of replacement at its earliest convenience and work toward installation expeditiously.
 - vi. The existing two ice resurfacing machines owned by the City will be disposed of according to City policy, once the County has purchased its new ice resurfacing machines and they are on site.

b. County Obligations

- i. County shall manage the Complex and Liberty Park Pool, including all Complex and Liberty Park Pool programming, and shall cover all direct costs associated with the operations of such programs including program set-up, expenses and equipment.
- ii. County shall continue to offer all programs in effect on the date of execution of this Agreement, and may offer new programs when public demand exists. The County shall diligently assess program needs and, if it determines that modifications are needed, modify its offerings to the public. The County shall notify the City before permanent changes occur, that either add to program offerings or reduce established programs.
- iii. The County shall pay for daily operational costs including janitorial, utilities, including water, sewer, gas, telecommunications, and electrical services.
- iv. County shall be responsible for all costs associated with repairs/improvements to the Facilities and to all affixed equipment and systems, including but not limited to climate systems, ventilation systems, building management systems, alarm systems, and lighting, when the cost for the individual repair/improvement is less than \$5,000.00. For such repairs/improvements where the cost is \$5,000 or more, County shall be responsible for fifty percent of the total cost.
- v. County shall be responsible for the total cost of all repairs, improvements, or replacements to equipment essential for operations when such equipment is not affixed to the Facilities and the cost for the individual repair, improvement, or replacement is less than \$10,000.00. For each individual repair, improvements, or replacements where the total cost is \$10,000.00 or more, County shall be responsible for fifty percent of the total cost.
- vi. In County fiscal year 2012, County agrees to a one time purchase of two ice resurfacing machines at the estimated cost of approximately \$100,000 each, and will maintain these units going forward.

c. Repairs and Improvements to the Complex and Liberty Park Pool

- i. Planning
 1. At the March quarterly meeting, City and County shall establish a written capital improvements plan detailing necessary repairs/improvements to the Complex and Liberty Park Pool (the Plans), all attached equipment and systems (including but not limited to climate systems, ventilation systems, building management systems, alarm systems, and lighting), the grounds, and the parking lot. The Plans will also include any repairs/improvements or replacement of any equipment essential to the operation of the Complex or Liberty Park Pool, not affixed to the Complex or Liberty Park Pool, such as ice resurfacing machines. At the quarterly meetings in June, September and December, City and County shall review the Plans, update progress, identify additional concerns, and identify repairs/improvements to the Complex or Liberty Park Pool.
 2. In the event of unexpected repairs or improvements to systems, equipment, or structures essential to the operation of the Complex or Liberty Park Pool, City and the County, on a case by case basis, shall determine which party will take the lead for said repairs and communicate the decision course of action and

cost information. The lead Party can make unexpected repairs or improvements and, upon completion, invoice other Party for its portion of the costs.

3. In the event that budget timing or procurement procedures make either Party unable to fund any improvement/repair or replacement critical to keep the Complex and Liberty Park Pool operational and open for business, either Party may procure temporary equipment, setups or arrangements to make repairs and or replace essential equipment to ensure the operation of the Complex or Liberty Park Pool. In this situation, the City and the County shall each pay half of the total costs of the improvement/repair.
- ii. Past repairs/improvements and replacements
 1. The Parties agree that County expenditures for repairs and improvements to the Ice Rink air conditioning unit and burner cone replacement at the Complex and the pool liner replacement at the Pool in 2011, shall be reimbursed by the City in the amount of \$127,317.00 in calendar year 2012.

C. Corporate Games Program

The Corporate Games program is an Olympic-style competition in which local businesses form teams and compete in a variety of recreational and leisure events. The County shall have full management responsibility for the Corporate Games program. The City shall provide facility use for such programs.

II. Section 8 is hereby added to read as follows:

Section 8. Non-Funding

The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year, which is June 30th for the City and December 31st for the County. Each Party's obligation beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other changes of any kind whatsoever to the Parties, and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

III. Unless specifically altered or deleted in this Amendment, all other terms and conditions of Interlocal Agreement MA10405C remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year recited above.

SALT LAKE COUNTY

By: Nichole Dunn
Mayor or Designee

Date: 6/20/12

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW

By: [Signature]
DAVID A. JOHNSON
Salt Lake County Deputy District Attorney

Date signed: 5-21-12

SALT LAKE CITY CORPORATION

By: [Signature]
Ralph Becker, Mayor

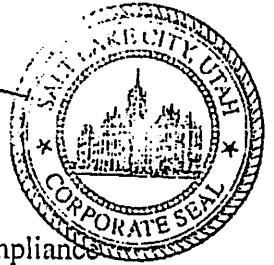
RECORDED

JUN 11 2012

CITY RECORDER

ATTEST:

[Signature]
City Recorder



SALT LAKE CITY
ATTORNEY APPROVAL:
Approved as to proper form and compliance
with applicable law

[Signature]
Date 5-31-12