

RESOLUTION NO. _____

DATE _____

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH
WEST VALLEY CITY.**

RECITALS

A. In 1999, Salt Lake County (the "County") leased property in Centennial Park and built an outdoor public swimming pool (the "Pool") pursuant to Salt Lake County Interlocal Cooperation Agreement and Ground Lease, contract number MT9004C (the "1999 Interlocal Agreement"), with West Valley City (the "City"), attached hereto as Exhibit A. The County has since funded and operated the pool.

B. Under the 1999 Interlocal Agreement, ownership of the real property associated with Pool was to transfer to the County upon final payment by the City on the bond financing the City's purchase of the real property.

C. Although it was estimated to be paid and closed in April of 2019, the bond is still in place with the final payment now estimated as due early in 2020.

D. The City and the County now desire to terminate the 1999 Interlocal Agreement, prior to final payment of the bond, and thereby terminate the City's obligation to transfer ownership of any real property to the County.

E. The City and County also desire that title to the Pool and certain Pool related improvements be transferred to the City.

F. It has been determined that the best interests of the County and the general public will be served by executing the attached Interlocal Cooperation Agreement and Quit Claim Deed. The grant of said Quit Claim Deed will follow all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Pool, including all pool improvements, is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that it is in the County's best interest to terminate Salt Lake County Interlocal Agreement No. MT9004C, and the Mayor is authorized and directed to execute the Interlocal Agreement, in a form substantially similar to Attachment A of this Resolution, and any other related document necessary to complete this transaction.

APPROVED and ADOPTED this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL

By: _____
Max Burdick, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

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

APPROVED AS TO FORM:

David A. Johnson
14:01:09 2020.02.07
'00'07-

Deputy District Attorney

ATTACHMENT A
(Interlocal Agreement)

transaction.

ATTEST:

Notary Public

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **WEST VALLEY CITY**, a Utah municipal corporation (the "*City*").

RECITALS:

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

D. In 1999, the County leased property in Centennial Park and built an outdoor public swimming pool (the "Pool") pursuant to Salt Lake County Interlocal Cooperation Agreement and Ground Lease, contract number MT9004C (the "1999 Interlocal Agreement") with the City, attached hereto as Exhibit A.

E. The City and County now desire that title to the Pool and certain Pool related improvements be transferred to the City.

F. The transfer of title would terminate the agreements set forth in Exhibit A and allow the City to construct the necessary Pool updates for the benefit of the citizens of both the City and the County.

A G R E E M E N T:

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:

ARTICLE 1 GRANT

Section 1.

- 1.1 **Grant.** The County hereby transfers, grants, assigns, and conveys to the City all of the County's right, title and interest (if any) in and to all in the Pool and the Pool related improvements. The Pool related improvements are set forth in Exhibits B and C, attached hereto ("Personal Property"). The Parties agree the conveyance of Personal Property excludes any and all computers. The transfer, grant, assignment and

conveyance set forth herein is done without warranty or representation by County of any kind whatsoever, whether express or implied, written or oral, or statutory or otherwise. Without limiting the generality of the foregoing, County has not made, and City acknowledges that County has not made, any warranty, certification, or representation related to: (i) the condition of title to the Personal Property (including, without limitation, any possible encumbrances thereon or thereto); (ii) the nature, physical condition or any other aspect of the Personal Property; or (iii) the fitness of the Personal Property for any particular purpose (including without limitation the current use thereof).

- 1.2 **Assignment.** County assigns, transfers, sets over, and conveys to City to the fullest extent the same are assignable, all of County's right, title, and interest, in and to (i) any and all warranties and/or guaranties of any kind from third parties (but not from County), express or implied, written or oral, relating to the Personal Property, including without limitation, any and all warranties and/or guaranties from contractors, subcontractors, builders, manufacturers, vendors and/or suppliers, and (ii) any and all licenses or permits relating to the Personal Property, and/or the use thereof. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** City agrees to update and operate the Pool for the benefit of the citizens. No other consideration shall pass between County and City unless stated herein.

Section 2.1 **Termination and Release.** The City and the County agree that upon the conveyance, the 1999 Interlocal Agreement shall be terminated and that the City and County are released from all duties and obligations set forth therein.

ARTICLE 3 ADDITIONAL PROVISIONS

Section 3. **Duration.** This Agreement shall be effective on the date signed by the last party to sign, as indicated by the date below the party's signature. This Agreement shall terminate 30 days after property ownership has been transferred to the City. The Property grants contemplated herein shall be perpetual.

Section 3.1 **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 (a) upon personal delivery or actual receipt thereof or (b) 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.

(l) 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 in accordance with this Agreement.

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

(n) Manner of Acquiring, Holding or Disposing of Property. 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.

(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. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7101, *et seq.*, therefore, consistent with the terms of the 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 Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(q) Ethical Standards. The Parties hereto 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 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; (c) 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 (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 or Salt Lake County ordinances.

(s) Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and City for approval in accordance with Utah Code Ann. § 11-13-202.5.

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

SALT LAKE COUNTY

WEST VALLEY CITY CORPORATION

By: _____
Mayor or Designee

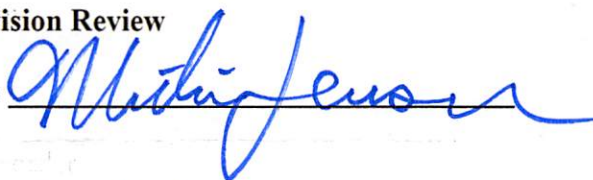
By: _____
Mayor or Designee

Date: _____

Date: _____

Division Review

ATTEST:

By: 

City Recorder

Department Review

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David A. Johnson

2020.02.07

'00'07- 14:01:32

Salt Lake County Deputy District Attorney

City Attorney

EXHIBIT ACOUNTY CONTRACT NO. MT9004CRESOLUTION NO. 2710DATE: February 17, 1999

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH WEST VALLEY CITY RES#99-48 CORPORATION TO DEVELOP A PUBLIC SWIMMING POOL FACILITY.

BE IT KNOWN AND REMEMBERED:

WHEREAS, the Board of County Commissioners of Salt Lake County, Utah, does hereby determine that it is in the public interest to enter into a cooperative agreement with West Valley City Corporation to develop an outdoor public swimming pool facility at Centennial Park, as soon as possible; and

WHEREAS, under the Utah Interlocal Cooperation Act, Section 11-13-1, et seq., Utah Code Ann., (1953, as amended), two or more public agencies may enter into agreements to do what each agency is authorized by law to perform; and

WHEREAS, an Interlocal Agreement has been prepared for approval and execution by the participating jurisdictions which sets forth the purposes thereof, the extent of the participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, it is hereby resolved that the Interlocal Agreement attached hereto be accepted and approved by the Board of County Commissioners of Salt Lake County; that the Chairman be and hereby is authorized to execute the agreement on behalf of Salt Lake County.

MT9004C

RESOLUTION 2710 PAGE 2
WVC RES#99-48

APPROVED and ADOPTED this 17th day of February, 1999.

SALT LAKE COUNTY

By:

Mary Callaghan
Mary Callaghan, Chair
Board of County Commissioners

ATTEST.

[Signature]

CHIEF DEPUTY COUNTY CLERK

jp/n:wpfiles/reso13.bhc

APPROVED AS TO FORM

[Signature]
By: [Signature]
Date: 2/18/99

03

WEST VALLEY CITY, UTAH

RESOLUTION NO. 99 - 48

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE
COUNTY FOR THE CONSTRUCTION OF A SWIMMING POOL
AT CENTENNIAL PARK.**

WHEREAS, West Valley City is currently developing Centennial Park and will provide a site in the Park for the construction of an outdoor Swimming Pool Facility; and

WHEREAS, the County, through Salt Lake County Parks & Recreation Division, desires to develop an outdoor Swimming Pool Facility within Centennial Park; and

WHEREAS, the County will construct the Swimming Pool Facility by appropriation of the County Option Funding for Botanical, Cultural, and Zoological Organizations Tax, as set forth in Title 59, Chapter 12, Part 7, Utah Code Annotated; and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, "Interlocal Cooperation Act," provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency entering into the contract is authorized by law to perform; and

WHEREAS, an Agreement and Ground Lease have been prepared for execution by and between the City and the County. The Agreement, a copy of which is attached hereto and entitled "Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for the Construction and Operation of an Outdoor Public Swimming Pool Facility at Centennial Park" and the attached Ground Lease Agreement entitled "Ground Lease Agreement" set forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the above described Interlocal Cooperation Agreement and Ground Lease Agreement with Salt Lake County to provide for the construction of the Swimming Pool Facility at Centennial Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the "Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for the Construction and Operation of an Outdoor Public Swimming Pool Facility at Centennial Park" and the attached "Ground Lease Agreement" are hereby approved, and that the Mayor is hereby authorized to execute said documents for and in behalf of West Valley City.

PASSED, APPROVED, and MADE EFFECTIVE this 11th day of February, 1999.

WEST VALLEY CITY

Gerald S. Wright
MAYOR



Shirley Kendrick
CITY RECORDER

RESOLUTION 2710
County Contract No. MT9004C
County Atty. No. 97-1691
WVC # 99-48

INTERLOCAL COOPERATION AGREEMENT

between

WEST VALLEY CITY and SALT LAKE COUNTY

for the construction and operation of an outdoor public swimming pool facility at Centennial Park

THIS AGREEMENT is made and entered into this 17th day of February, 1999, by and between Salt Lake County, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and West Valley City, a Utah municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, COUNTY, through its Salt Lake County Parks and Recreation Division, maintains a recreation system throughout Salt Lake County in both incorporated and unincorporated areas; and

WHEREAS, CITY is desirous of having COUNTY develop an outdoor public swimming pool facility (facility, swimming pool or public swimming pool) within the West Valley City area as soon as possible; and

WHEREAS, the CITY and the COUNTY have a mutual interest in providing their citizens with a public swimming pool facility; and

WHEREAS, it is mutually beneficial for the CITY and COUNTY to work cooperatively toward the construction of such a swimming pool facility; and

WHEREAS, CITY will provide the site for the swimming pool facility and parking lot, various site improvements and fee waivers towards the construction of the swimming pool; and

WHEREAS, COUNTY will fund the construction at the swimming pool facility by appropriation of the County Option Funding for Botanical, Cultural, and Zoological Organizations tax, as set forth in Title 59, Chapter 12, Part 7, Utah Code Annotated; and

WHEREAS, Section 11-13-1, et seq., Utah Code Ann. (1953, as amended), commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter into joint agreements for the promotion of public recreational facilities; and

WHEREAS, Salt Lake County and West Valley City are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, Section 11-2-1, Utah Code Ann., (1953, as amended), authorizes the CITY and COUNTY to designate and acquire recreational facilities including swimming pools.

NOW, THEREFORE, the parties mutually agree as follows:

1. CONSIDERATION:

A. In consideration of CITY's commitment set forth below, the COUNTY hereby agrees as follows:

(1) to construct a swimming pool facility in accordance with the design previously agreed upon by the parties. The design documents are incorporated herein and made part of this agreement as Exhibit 1 (said documents are in the custody of Salt Lake County Parks and Recreation Division, 2001 South State Street #S4700., Salt Lake City, Utah 84190, where they may be viewed or copied).

(2) to staff operate and maintain said facility, and, to the extent budgeted funds permit, to provide the facility with the appropriate equipment and supplies.

(3) to install the landscaping and an automated sprinkler system.

(4) to commit approximately TWO MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS (\$2,958,332.00), towards the design, construction and equipping of said swimming pool facility.

B. In consideration of the COUNTY's commitment set forth above, the CITY hereby agrees as follows:

(1) to lease for ONE DOLLAR (\$1) for a period of twenty-five (25) years, which shall automatically renew for an additional twenty-five (25) years unless terminated as provided herein, the real estate upon which the swimming pool shall be constructed. The ground lease and property description are attached as Exhibit 2 and incorporated herein.

(2) to provide for the extension of a sanitary sewer utility line, and all other utility hookups without cost to COUNTY, to within less than five feet from the facility perimeter at the location indicated in the size, capacity, and flow required by the final approved construction documents (Exhibit 1), and as required by local governing agencies and to waive all impact and development fees for the facility. COUNTY is responsible for payment for all utilities except irrigation (water) for landscaping;

(3) to provide facility security services by providing routine police and/or security patrols of the area to the same extent as it patrols CITY facilities.

(4) to design, construct, install and maintain all roads and parking lots for access and parking at the facility, including but not limited to a drop off and pick-up zone located in front of the facility to be built in accordance with the project design (Exhibit 1), in a timely manner as agreed to by COUNTY.

(5) to maintain, in a manner acceptable to COUNTY, landscaping and an automated sprinkling system.

(6) to provide for the construction, operation, and maintenance of areas outside the facility, including the parking lot, drop-off and pick-up zone, and the activities conducted therein. CITY is responsible for hiring, training, and supervising the employees who will construct, maintain, and operate the parking lot, drop-off and pick-up areas.

(7) CITY acknowledges that it has participated, in an advisory capacity, with COUNTY in the conceptual design phase of the facility.

2. COUNTY OPERATION AND CONTROL:

A. The parties further agree that COUNTY shall exercise exclusive control over the facility (the real estate and all improvements thereon as described in Exhibit 2), and exclusive control over all programming at the facility to include, but not limited to, the following:

(1) design, construction and maintenance of the pool and fence;
(2) management and operation of the swimming pool facility;
(3) responsibility for the physical maintenance of the facility and such future improvements to the facility as the COUNTY deems appropriate, except that CITY is responsible for maintaining the landscaping or green areas within the pool fence;

(4) staffing for the facility;

(5) establishment and collection of fees in accordance with Salt Lake County policies and procedures after receiving and considering such information regarding fees as the CITY may choose to provide;

(6) retention of all revenues generated through admission fees, program fees, concession operations, or other revenue generating activities at the facility; and

(7) exclusive jurisdiction, control, and management of all concession operations at the facility.

(8) exclusive right to schedule and use the swimming pool in the most efficient manner, to maximize the use of the programming capacity of the facility.

(9) the COUNTY agrees to recognize the CITY on signage for the public swimming pool facility. The parties shall coordinate on the development and design of the appropriate signage to be used, which shall be subject to the approval of both the COUNTY and the CITY, provided, however, that neither party shall unreasonably withhold its approval.

3. CONSTRUCTION DEADLINE:

COUNTY will, if possible, bid the construction in approximately January 1999, complete construction by December 31, 1999, and tentatively open the facility on or before Memorial Day 2000.

4. **TERMINATION OF CONTRACT:**

A. It is understood and agreed that Salt Lake County may terminate this contract, upon ninety (90) days written notice if the governing body of the COUNTY determines that it is in the best interest of the citizens of COUNTY to do so. CITY may terminate this agreement in the event COUNTY breaches this agreement, which includes but is not limited to the COUNTY's failure to develop the property or to use the same as a public swimming pool facility or for any other public recreational purposes approved by CITY for a period of 12 months following the receipt of notice from CITY that the COUNTY is not using the property for a public swimming pool facility or other CITY-approved public recreational purposes. Such notice shall be mailed to the governing body of the COUNTY, return receipt requested at the following address:

Salt Lake County
2001 South Sate Street #N2100
Salt Lake City, Utah 84190

B. If COUNTY terminates, except as a result of a breach by CITY, or breaches this agreement, the leased property including the public swimming pool, shall revert to CITY, and CITY may at its option take over the operation of the facility.

C. If CITY terminates, except as a result of a breach by COUNTY, or breaches this agreement, the leased property including the public swimming pool, shall revert to CITY and CITY agrees to pay COUNTY the fair market value of COUNTY's investment herein.

5. **DAMAGE OR DESTRUCTION:**

In the event of a catastrophic event, i.e., earthquake, flood, disaster, etc., resulting in substantial damage to or the complete destruction of the public swimming pool, the COUNTY shall provide the CITY, within 180 days of the date of the initial damage or destruction, of its election to either repair and/or rebuild the public swimming pool or to terminate this agreement. The COUNTY's failure to provide such written notice shall constitute an election to terminate this agreement.

6. EASEMENTS:

CITY agrees to provide COUNTY with necessary easements for ingress and egress as well as for utility services at locations acceptable to CITY.

7. ENVIRONMENTAL HAZARDS:

A. In consideration of COUNTY's agreement to construct and operate the Public Swimming Pool as set forth elsewhere in this Agreement, and to begin construction immediately, without conducting any further environmental studies and tests, CITY agrees to indemnify, hold harmless and defend COUNTY, its officers and employees and agents, from and against any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees, and against all liability, losses and damages, of any nature whatsoever, that COUNTY shall or may at any time sustain or be put to by reason of existing environmental contamination on or near the property or that may migrate to the property, through no fault of the COUNTY.

B. Notwithstanding any provisions of this paragraph to the contrary, the liability and/or indemnification obligations assumed or acknowledged by CITY shall not be extended for claims, actions and expenses arising out of the use of the property by COUNTY or its successors-in-interest.

C. The present technological ability or inability, as the case may be, of the parties to discern environmental contamination, if any, on the site shall not absolve CITY of its obligations hereunder, provided such contamination was actually present on or near the site on the date this agreement is executed.

8. MISCELLANEOUS PROVISIONS:

It is mutually agreed and understood by and between said parties that:

A. Agents, employees, or representatives of each party shall not be deemed to be the agents, employees or representatives of the other;

B. This agreement contains 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 contract shall be binding or valid; and this agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

C. Funds are not presently available for the performance of this agreement beyond the close of each party's current fiscal year. Each party's obligation for performance of this agreement beyond the end of this fiscal year is contingent upon funds being appropriated for payment due under this agreement. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year by any party for payments due under this agreement, for the current or any succeeding fiscal year, this agreement shall create no obligation on that party as to such current or succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted or appropriated, or, in the event of reduction in appropriations, on the last day before the reduction becomes effective, except to those portions of payments herein then agreed upon for which funds shall have been budgeted and appropriated. Such termination for lack of funds shall not be construed as a breach of this agreement or as an event of default of this agreement, and said termination shall be without penalty, additional payments, or other expense to the parties of any kind, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of any party as to this agreement, or any portion thereof, which may so terminate and become null and void.

D. Both parties are governmental entities under the Governmental Immunity Act, Title 63, Chapter 30, Utah Code Ann. (1953, as amended). Consistent with the terms of that Act, except as otherwise specifically provided in this agreement, 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 hereby waives any defenses otherwise available under the Governmental Immunity Act.

E. It is understood and agreed that neither party will encumber the real properties described in Exhibits 1 or 2 without the written consent of the other.

F. It is understood that the facility created herein shall be open and available to all Salt Lake County residents.

G. If this agreement expires or terminates as provided herein, the property, including the public swimming pool, shall become the sole property of CITY, and COUNTY shall have no further right or obligation to maintain or operate the public swimming pool.

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By:

Mary Callaghan
MARY CALLAGHAN, Chairman
Board of County Commissioners

ATTEST:

[Signature]
jp/n:wpfiles\wvc4.bhc

[Signature]
2/8/99
C3

DEPARTMENT APPROVAL:

[Signature]
GLEN LU, Director
Salt Lake County Parks and
Recreation Division
Date: 2/8/99

APPROVED AS TO FORM
West Valley City Attorney's Office
By: R. CATTEN
Date: 2/8/99

WEST VALLEY CITY

By:

Gerald L. Wright
Gerald L. Wright, Mayor

ATTEST:

[Signature]
City Recorder



**EXHIBIT 2, to the Interlocal Agreement between
Salt Lake County and West Valley City**
RES # 99-48

County Contract No. MT9004C

County Atty. No. 97-1691

RESOLUTION 2710

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into as of the 17th day of February, 1999, by and between West Valley City, a Utah municipal corporation, hereinafter referred to as the "City", and Salt Lake County, a body corporate and politic of the State of Utah, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the City is the owner in fee simple of real property located in West Valley City, Salt Lake County, State of Utah, which property is described in Exhibit A, attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, City and County have entered into an Interlocal Agreement to develop a swimming pool facility to which this Ground Lease is attached as Exhibit 2 and made a part thereof; and

WHEREAS, County desires to lease the Property from the City and to construct thereon a public swimming pool facility in accordance with an Interlocal Agreement between the parties for the construction and operation of the swimming pool; and

WHEREAS, the City desires to lease the Property to the County under the terms and provisions set forth in the Interlocal Agreement; and

WHEREAS, pursuant to resolutions authorizing the Interlocal Agreement duly passed by their respective governing bodies, the City and the County have authorized and approved the execution of this Ground Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DEMISE:

Subject to the Interlocal Agreement and the following covenants and conditions, City hereby demises and leases the Property to the County and the County leases the Property from the City to have and to hold for the lease term unless sooner terminated as expressly provided herein or in the Interlocal Agreement.

2. GROUND LEASE TERM:

A. The ground lease term shall commence on executing of this lease and the Interlocal Agreement and shall terminate twenty-five (25) years from said date unless renewed as provided herein or in the Interlocal Agreement or unless terminated as otherwise provided herein or in the Interlocal Agreement..

3. RENT:

County shall pay City the sum of One Dollar (\$1) as rent payable in advance for the primary term of this Lease.

4. QUIET ENJOYMENT:

The City hereby covenants to provide the County during the term hereof with quiet enjoyment and use of the Property and the County shall during the term of this Lease peaceably and quietly have and hold and enjoy the Property without suit, trouble or hindrance from the City, except as expressly set forth herein. The City shall not interfere with such quiet use and enjoyment during the term hereof so long as no event of default shall have occurred. The City shall have the right at all times during business hours to enter into and upon the Property for the purpose of inspecting the same.

5. UTILITIES AND TAXES:

The County shall pay in a timely manner all charges for utilities except irrigation water for landscaping incurred by the County on the property. During the term of this Lease, the County shall pay and discharge when due any and all real property taxes that are or may be levied or assessed with respect to the Property together with any assessments thereon during the term of this Lease.

6. USE:

The Property shall be used for a public swimming pool constructed, operated and maintained by the County as provided in the Interlocal Agreement. County shall operate the pool and all related facilities located on the Property in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

7. ASSIGNMENT AND SUBLETTING:

Neither party shall assign its rights or interest under this Ground Lease or sublet any portion of the Property without the prior written consent of the other party being first obtained.

8. MAINTENANCE, REPAIRS OR ALTERATIONS:

COUNTY shall, at its own expense, maintain the Property in a clean and sanitary manner including all improvements, equipment and furnishings thereon and shall surrender the same at termination in good condition, normal wear and tear excepted.

9. TITLE TO REAL PROPERTY AND THE POOL FACILITY:

Subject to the leasehold interest created hereby, title to the Real Property shall at all times be held in the name of the City. Except as otherwise provided in the Interlocal Agreement, upon termination of this Ground Lease, the City shall become the title owner of all improvements affixed to the Property including the pool facility. The County agrees to execute such documents on termination of this Ground Lease as are required to convey said improvements to the City as provided herein.

10. NO ENCUMBRANCES:

Neither the County nor the City shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Real Property except for the leasehold estate created hereby.

11. CONDEMNATION; DESTRUCTION:

If during the Ground Lease term, title to or the temporary or permanent use of the Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body, acting under governmental authority, the City and the County shall cooperate in the collection and disposition of the proceeds of condemnation, such that the net proceeds of such condemnation allocable to the pool facility be payable to the County and the net proceeds of such condemnation allocable to the City's interest in the Property shall be payable to the City. If during the Ground Lease term the pool facility or any material portion thereof shall be destroyed, in whole or in part, or damaged by fire or other casualty, the net proceeds of any insurance policy obtained by the County shall be paid to the County.

12. ATTORNEY'S FEES:

The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

13. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER:

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

14. INSURANCE:

(a) The COUNTY shall acquire and maintain such insurance as the County shall deem adequate for public liability for the operation of the public swimming pool facility. County may, at its option, elect to self-insure for public liability, including injury to persons and/or property

at the Property.

(b) County hereby agrees to indemnify and save the City and its officers, employees and representatives and agents harmless against and from all claims by or on behalf of any person, firm or legal entity arising from the negligent conduct, operation, management or maintenance of the Property, and/or the pool facility during the lease term and from any act of negligence of the County or its agents or invitees or any violation of the law or breach of covenant or warranty hereunder by the County.

(c) City hereby agrees to indemnify and save the County and its officers, employees and representatives and agents harmless against and from all claims by or on behalf of any person, firm or legal entity arising from any act of negligence of the City or its agents with regard to the Property or any violation of the law or breach of covenant or warranty hereunder by the City.

(d) Both parties are governmental entities under the "Utah Governmental Immunity Act," Title 63, Chapter 30, Utah Code Annotated, 1953, as amended. 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 otherwise available under the Governmental Immunity Act.

(e) County shall secure, at County's option, any casualty insurance or premises insurance deemed appropriate by the County in amounts deemed adequate by the County.

15. NOTICES:

All notices desired or required to be given hereunder shall be deemed sufficient when delivered personally or mailed by certified mail, postage prepaid, addressed as follows:

"City"
West Valley City
3600 Constitution Blvd
West Valley City, Utah 84119

And

West Valley City Parks and Recreation
3600 Constitution Blvd.
West Valley City, Utah 84119

And

"County"
Salt Lake County
2001 South State Street #N2100
Salt Lake City, Utah 84190

And

Salt Lake County Parks and Recreation Division
2001 South State Street #S4900
Salt Lake City, Utah 84190

16. BINDING EFFECT:

This Ground Lease shall inure to the benefit of and shall be binding upon the County, the City and their respective offices, employees, representatives, successors and assigns.

17. SEVERABILITY:

In the event any provision of the Interlocal Agreement or this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. AMENDMENT:

Any amendment, modification or change affecting this Ground Lease shall be made in writing, signed by the parties, and attached hereto.

19. APPLICABLE LAW:

This Ground Lease shall be governed by and construed in accordance with the laws of the State of Utah.

20. CAPTIONS:

The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision or paragraph of this Ground Lease.

21. ENTIRE AGREEMENT:

This Ground Lease and the Interlocal Agreement contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any prior negotiations, promises, inducements or warranties between the parties pertaining to the subject

matter hereof which are not contained in the Interlocal Agreement and/or herein. If there is a conflict between the Interlocal Agreement and this Ground Lease, the Interlocal Agreement shall be deemed controlling.

IN WITNESS WHEREOF, the parties have executed this Ground Lease by and through their respective duly authorized representatives as of the day and year first hereinabove written.

SALT LAKE COUNTY

By: _____

Mary Callaghan
Mary Callaghan, Chair
Board of County Commissioners

ATTEST:

[Signature]

DEPUTY COUNTY CLERK

jp/vpfiles/westval.bhc

[Signature]
2/8/99

WEST VALLEY CITY

By: _____

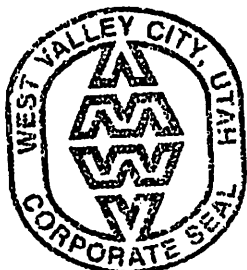
Gerald F. Wright

Title: _____

Mayor

ATTEST:

[Signature]
CITY RECORDER



APPROVED AS TO FORM
West Valley City Attorney's Office

By

[Signature]

Date

2-8-99

Interlocal Agreement Between Salt Lake County and West Valley City #99-48

For the Construction and Operation of an Outdoor Public

Swimming Pool Facility at Centennial Park

EXHIBIT A

LEASE AND REAL ESTATE DESCRIPTION

Beginning at a point South $0^{\circ} 09'08''$ East 912.50' and East 1372.65' from the West $1/4$ corner of Section 25, T. 1 S., R. 1 W. of the Salt Lake Base and Meridian; thence East 270.67'; thence South $12^{\circ} 04'38''$ East 386.31'; thence South $89^{\circ} 59'03''$ West 510.79'; thence North 115.06'; thence North $9^{\circ} 41'13''$ East 56.42'; thence South $72^{\circ} 31'37''$ East 39.74'; thence North $16^{\circ} 11'16''$ East 120.00'; thence South $75^{\circ} 52'03''$ East 55.00'; thence North $12^{\circ} 4'38''$ East 120.00'; to the point of beginning. Containing 3.55 acres.

February 9, 1999

The Honorable Board of County Commissioners
Salt Lake County Government Center
2001 South State Street, Suite N-2100
Salt Lake City, Utah 84190-1000

Attn: Commissioner Mary Callaghan, Chair

**Re: Interlocal cooperation agreement between Salt Lake County
and West Valley City for the construction and operation of
an outdoor public swimming pool facility at Centennial Park.**
MT 9004C

Honorable Commissioners:

Attached for your approval and execution is an interlocal agreement between Salt Lake County and West Valley City for the construction and operation of an outdoor public swimming pool facility at Centennial Park.

In this agreement Salt Lake County agrees to commit approximately \$2,958,332 towards the design, construction and equipping of the swimming pool facility. The County will also lease, for a period of twenty-five (25) years and renewable for an additional twenty-five (25) years, the real estate in Centennial Park from West Valley City upon which the swimming pool will be constructed. The Ground Lease Agreement appears as Exhibit 2 to the Interlocal Agreement.

In consideration of the County's financial commitment, West Valley City agrees to:

- Provide utility extensions to within five (5) feet of the facility at no cost to the County;
- Waive all impact and development fees for the facility;
- Provide security service to the facility;
- Design, construct, install and maintain all roads and parking lots for access and parking at the facility; and
- Maintain the landscaping and automated sprinkling system at the facility.

Salt Lake County Parks & Recreation, the Salt Lake County Attorney's Office, the West Valley City Attorney, the West Valley City Manager and the Mayor of West Valley City agree on the terms of the agreement and recommend your Honorable Board's approval.

Funds for this agreement are found in the ZAP account number 430-500-5508-7310, on requisition number MT9004.



Brent Overson
Salt Lake County
Commissioner

Julianne Peck
Department Director
Community & Support Services
Department

David Marshall
Associate Director
Community & Support Services
Department

Glen Lu
Division Director



Salt Lake County Parks & Recreation
Room 84700, 2001 S. State Street, Salt Lake City, Utah 84190 (801) 468-2299

**Salt Lake County
Board of Commissioners**

Mary Callaghan, CHAIR
Mark L. Shurtleff
Brent Overson



February 17, 1999

SALT LAKE COUNTY
GOVERNMENT CENTER
2001 S. State Street
Suite N2100
Salt Lake City
Utah 84190-1000

Ms. Sharon K. Pierce
Contracts/Grants Manager
Contracts & Procurement Division
Rm. N4500, Government Center
Salt Lake City, Utah

Dear Ms. Pierce:

The Board of County Commissioners, at its meeting held this day, approved RESOLUTION #2710, and the attached INTERLOCAL COOPERATION AGREEMENT between Salt Lake County for its Parks & Recreation Division and **West Valley City - Construction and Operation of an Outdoor Swimming Pool Facility at Centennial Park - MT 9004c.**

Salt Lake County will commit approximately \$2,958,332 towards the design, construction and equipping of the outdoor public swimming pool facility at Centennial Park.

The Board also approved the attached GROUND LEASE AGREEMENT between Salt Lake County and West Valley City (Exhibit 2 to the Interlocal Cooperation Agreement); wherein the county will also lease from West Valley City the real estate in Centennial Park upon which the swimming pool will be constructed for a fee of \$1 for the primary term of the agreement. The lease will be for a period of 25 years, renewable for an additional 25 years. West Valley City will provide utility extensions to within five feet of the facility at no cost to the county; waive all impact and development fees for the facility; provide security service to the facility; design, construct, install and maintain all roads and parking lots for access and parking at the facility; and maintain the landscaping and automated sprinkling system at the facility.

Pursuant to the above action, you are hereby authorized to effect the same.

2-19-99
Lee Colvin
Parks - Judy Blencox

Ms. Pierce
February 17, 1999
Page 2

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

SHERRIE SWENSEN, COUNTY CLERK

By Isabelle J. Marquez
Deputy Clerk

#430-500-5508-7310 (ZAP)

lh
cc: Auditor

**Salt Lake County
Board of Commissioners**

Mark L. Shurtleff, Chair
Mary Callaghan
Brent Overson



**SALT LAKE COUNTY
GOVERNMENT CENTER
2001 S. State Street
Suite N2100
Salt Lake City
Utah 84190-1000**

December 20, 2000

Mr. Lee Colvin
Acquisition Manager
Real Estate Section
Rm. N4500, Government Center
Salt Lake City, Utah

Dear Mr. Colvin:

The Board of County Commissioners, at its meeting held this day, approved the attached RESOLUTION NO. 3035 and AMENDMENT NO. 1 TO AGREEMENT between Salt Lake County for its Parks & Recreation Division and **West Valley City** - Construction and Operation of an Outdoor Swimming Pool Facility at Centennial Park - MT 9004c.

West Valley City will convey the land underlying the pool improvements to Salt Lake County after retirement of the city's bond financing on or about April 15, 2019.

Pursuant to the above action, you are hereby requested to return fully executed copies to the Commission Clerk's Office.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

SHERRIE SWENSEN, COUNTY CLERK

By Kathy Dunn
Deputy Clerk

ge

pc: Auditor
Contracts & Procurement/Sharon Pierce ✓

1-16-01 to Clerk
to David, Real Estate

RESOLUTION NO. 3035

ADOPTED: December 20, 2000

A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS AUTHORIZING AN AMENDMENT TO
THE INTERLOCAL AGREEMENT WITH WEST VALLEY
CITY CORPORATION TO DEVELOP A SWIMMING POOL
FACILITY

BE IT KNOWN AND REMEMBERED:

WHEREAS, the Board of County Commissioners of Salt Lake County, Utah, does hereby determine that it is in the public interest to amend its February 17, 1999 interlocal cooperative agreement with West Valley City Corporation to develop an outdoor swimming pool facility at Centennial Park, County Contract No. MT90049, as soon as possible; and

WHEREAS, under the Utah Interlocal Cooperation Act, Section 11-13-1, et sq., Utah Code Ann, (1953, as amended), two or more public agencies may enter into agreements to do what each agency is authorized by law to perform; and


WHEREAS, an Amendment to the Interlocal Agreement has been prepared for approval and execution by the participating jurisdictions which sets forth the purposes thereof, the extent of the participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, it is hereby resolved that the Interlocal Agreement attached hereto be accepted and approved by the Board of County Commissioners of Salt Lake County; that the Chairman be and hereby is authorized to execute the agreement on behalf of Salt Lake County.

APPROVED and ADOPTED this 20th day of December, 2000.

BOARD OF COUNTY COMMISSIONERS OF
SALT LAKE COUNTY

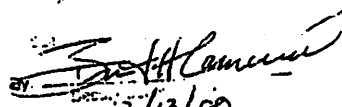
ATTEST:


SHERRIE SWENSEN,
Salt Lake County Clerk

wwalters/brent/west valley pool

By: 

MARK L. SHURTLEFF, Chairman


Date: 12/13/00
G8

County Contract No. MT9004C
District Attorney No. 2000-1924

AMENDMENT NO. 1

to the

INTERLOCAL COOPERATION AGREEMENT

between

WEST VALLEY CITY

and

SALT LAKE COUNTY

For the construction and operation of an outdoor public swimming pool facility at Centennial Park

*** * ***

THIS AMENDMENT No. 1 is made and entered into this 21st day of December 2000;
by and between Salt Lake County, a body corporate and politic of the State of Utah, hereinafter
referred to as the "COUNTY," and West Valley City, a Utah municipal corporation, hereinafter
referred to as "CITY."

WITNESSETH:

WHEREAS, the parties hereto entered into subject agreement for the construction and
operation of an outdoor public swimming pool facility at Centennial Park, County Contract No.
MT9004C, effective on February 17, 1999; and

WHEREAS, the parties agree that a mistake was made in the underlying agreement
which should have provided that the County would own the real property upon which it was

constructing the outdoor public swimming pool facility at such time as the City's bonds are retired, and

WHEREAS, the parties have determined that it is in the public interest that the real property and improvements on which the COUNTY constructed the outdoor public swimming pool facility should be owned by the COUNTY.

NOW, THEREFORE, Subparagraph Section 1. B (1) of the subject agreement is amended to read as follows:

(1) To lease to the COUNTY for the sum of ONE DOLLAR (\$1) the real property, as more particularly described in the attached property description, designated as Exhibit A and incorporated herein by reference, and to provide cross easements for access and parking.

(a) said lease shall be for a period equal to the time necessary for the CITY to retire its bond financing of the real property, on or about April 15, 2019.

(b) as soon as practical after the retirement of said bond financing CITY shall convey to COUNTY the real property described in Exhibit A and any improvements thereto and execute cross easements for access and parking.

(c) said conveyance shall contain a reverter for a period of fifty (50) years to the CITY should COUNTY fail to maintain or manage the facility as provided in the underlying agreement. After the fifty (50) years the reversionary interest shall end and the County shall own the real property and easements.

All other terms and conditions of the agreement remain in full force and effect.

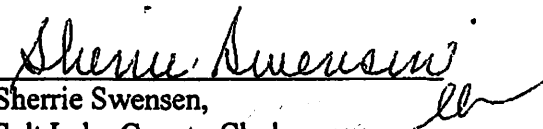
IN WITNESS WHEREOF, the parties have subscribed their names and seals the
day and year first above written.

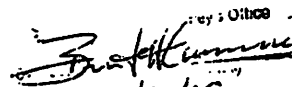
SALT LAKE COUNTY

By: 

Mark Shurtleff, Chair
Board of County Commissioners

Attest:


Sherrie Swensen,
Salt Lake County Clerk
Walters/Brent/ West Valley city centennial park pool


12/13/00

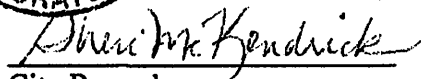
WEST VALLEY CITY

By: 

Title: 

1-16-2001




City Recorder

Parcel 1
West Valley Swimming Pool

A parcel of land situated in the SW ¼ of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, being more particularly described as follows:

Beginning at a point which is 1,283.90 feet S. 89°52'21" W. along the monumented Quarter Section line and 930.66 feet South from the monumented Center of said Section 25, said point being a fence corner; thence N. 88°55'00" E. 14.82 feet along a fence line; thence S. 89°09'00" E. 18.68 feet to a point which is 10.0 feet perpendicularly distant westerly from the west edge of a building; thence N. 00°51'00" E. 9.86 feet; thence N. 89°52'00" E. 64.81 feet along a line being parallel with and 10.0 feet perpendicularly distant northerly from the north line of said building to a point of non-tangency with a 90.00 foot radius curve to the left; thence westerly 66.48 feet along the arc of said 90.00 foot radius curve to the left (Note: Chord to said curve bears S. 83°09'53" E. for a distance of 64.98 feet); thence N. 89°58'00" E. 54.52 feet along a line being parallel with and 10.0 feet perpendicularly distant northerly from the north edge of a building; thence S. 00°09'00" W. 10.57 feet to a fence line, said point is also 10.0 feet easterly of the east edge of a building; thence along said fence line the following fourteen courses and distances: (1) S. 89°51'00" E. 62.97 feet; (2) S. 12°12'00" E. 85.44 feet; (3) S. 55°34'20" E. 13.36 feet; (4) S. 31°45'00" W. 13.50 feet; (5) S. 12°18'00" E. 99.60 feet; (6) S. 82°00'00" W. 1.70 feet; (7) S. 12°06'00" E. 150.00 feet; (8) S. 89°22'00" W. 429.21 feet; (9) N. 12°10'00" E. 156.80 feet; (10) N. 78°00'00" W. 1.75 feet; (11) N. 12°09'00" E. 95.40 feet; (12) N. 29°00'00" W. 17.00 feet; (13) N. 56°30'00" E. 16.00 feet; (14) N. 12°11'00" E. 91.38 feet to the point of beginning.

The above described parcel of land contains 127,271 square feet in area or 2.922 acre, more or less.

EXHIBIT B

Centennial Pool Inventory							
Property Description	Make	Model	Serial #	Physical Location	Purchase Date	Cost	Control Tag
Amp	Bogen/MX100PX			Pool Front Office	01-May-00	\$425.00	79
Safe - Small	Amsec/ / BC311539			Pool Front Office	01-May-00	\$600.00	80
Chair - Rolling	Herman Miller-768302-101			Pool Managers Office	01-May-00	\$375.00	87
File Cabinet	Hon/NA			Pool Managers Office	01-May-02	\$175.00	90
Safe - Large	Amsec/ /8C-313238			Pool Managers Office	01-May-02	\$600.00	91
Freezer	True/T49F/KAN8007ECAA			Pool Concessions	01-May-00	\$2,400.00	104
Fridge	True/T49/12606065			Pool Concessions	01-May-00	\$2,400.00	105
Ice Maker	Cornelius/1AC130/63M0003BC056			Pool Concessions	01-May-00	\$1,500.00	108
Ice Storage Bin	Cornelius/B10488/63P000788038			Pool Concessions	01-May-00	\$1,500.00	109
Storage Bin - Blue	Lifejacket Storage			Pool Storage	01-May-00	\$179.00	113
Storage Bin - Blue	Storage for Aerobic Equipment			Pool Storage	01-May-00	\$179.00	116
Lifeguard Chair	KDI Paragon			Pool Deck	01-May-00	\$1,200.00	120
Lifeguard Chair	KDI Paragon			Pool Deck	01-May-00	\$1,200.00	121
Lifeguard Chair	KDI Paragon			Pool Deck	01-May-00	\$1,200.00	122
Lifeguard Chair	KDI Paragon			Pool Deck	01-May-00	\$1,200.00	123
Square Table	Blue - Handicaped			Pool Deck	01-May-00	\$800.00	124
Square Table	Blue			Pool Deck	01-May-00	\$800.00	125
Square Table	Blue - Handicaped			Pool Deck	01-May-00	\$800.00	126
Rectangle Table	Blue			Pool Deck	01-May-00	\$800.00	127
Square Table	Blue			Pool Deck	01-May-00	\$800.00	128
Rectangle Table	Blue			Pool Deck	01-May-00	\$900.00	129
Square Table	Blue			Pool Deck	01-May-00	\$800.00	130
Rectangle Table	Blue			Pool Deck	01-May-00	\$900.00	131
Rectangle Table	Blue			Pool Deck	01-May-00	\$900.00	132
Rectangle Table	Blue			Pool Deck	01-May-00	\$900.00	133
Rectangle Table	Blue			Pool Deck	01-May-00	\$900.00	134
Rectangle Table	Blue			Pool Deck	01-May-00	\$900.00	135
Rectangle Table	Blue			Pool Deck	01-May-00	\$900.00	136
Change Machine	Vend-Design			Pool Concessions	20-Oct-02	\$175.00	164
Monitor - Flat Screen	View Sonic VE1556 SN 917025202750			Pool Front Office	01-Sep-03	\$250.00	155
Cash Drawer	Cash Drawer Model EP-125K-SD			Pool Concessions	01-May-05	\$130.00	162
Cash Drawer	Mod EP125K-SD			Pool Front Office	01-May-04	\$179.00	166
Lane Lines	Competitor			Pool Deck	01-Oct-04	\$700.00	173
Backboard	CJ Aquatics Wood			Pool guard Room	01-Nov-03	\$300.00	196
Cash Drawer	MNEP125K-SD			Pool Front office	06-May-09	\$176.00	250
Monitor	Dell	1704FPvt		Pool Managers Office			270
Lane Line Reel				Pool Deck	29-May-09	\$1,600.00	291
Rectangle table	Blue			Pool deck	01-May-12	\$800.00	309
Rectangle table	Blue			Pool deck	01-May-12	\$800.00	310
Square table	Blue			Pool deck	01-May-12	\$700.00	311
Square table	Blue			Pool deck	01-May-12	\$700.00	312
Rolling office chairs	Herman Miller	Bonso		Pool Front Office	01-May-12	\$500.00	315
Backboard	Rescue6	CJ Manufacturing		Pool Guard room	01-Jun-12	\$600.00	320
ADA Chair	Aqua Creek	Scout	15355	Pool storage	15-Jul-12	\$2,500.00	321
Storage Bin - Blue	Storage Bin - Blue			Pool Storage			366
Storage Bin - Blue	Storage Bin - Blue			Pool Storage			367
Storage Bin - Blue	Storage Bin - Blue			Pool Guard room			368
Storage Bin - Blue	Storage Bin - Blue			Pool Guard room			369
Pool Vacuum	Pentair	Clean & Clear	01943301401445	Pool Storage	01-May-15		370
Hot Dog Roller Cover-sm.	Star Manufacturing International			Pool Concessions			378
Hot Dog Roller	Star Manufacturing International	145CBBC	6140515N0001	Pool Concessions			377
20' Umbrella Blue	Funbrella	8631183	NA	Pool deck	09-May-16	\$1,719.00	386
20' Umbrella Blue	Funbrella	8631183	NA	Pool deck	09-May-16	\$1,719.00	387
20' Umbrella Blue	Funbrella	8631183	NA	Pool deck	09-May-16	\$1,719.00	388
20' Umbrella Blue	Funbrella	8631183	NA	Pool deck			415
20' Umbrella Blue	Funbrella	8631183	NA	Pool deck			416
Pool ADA Lift	Aqua Creek Products	F-802SC2	35135	Pool Deck	01-Jul-19		430

EXHIBIT C

Except for computers, all of the following should be included in the conveyance of the Pool to the City:

- 1. All cleaning and maintenance equipment, including, but not limited to: vacuums, hoses, and nets.**
- 2. All fixtures, equipment, and supplies in the locker rooms, offices, and concessions areas, including, but not limited to: refrigeration units, freezer units, barbecue grill, cooking preparation, and storage supplies and equipment.**
- 3. All fixtures, equipment and supplies related to operation of the Pool, including, but not limited to: heaters, pumps, filtration systems, lane lines, lifeguard stands, deck equipment, pool covers, tables, umbrella stands and covers.**