

An Interlocal Cooperation Agreement between Millcreek and Salt Lake County for funding a Playground Expansion Project at Canyon Rim Park.

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is between **SALT LAKE COUNTY** (“County”) and **MILLCREEK**. (“City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

- A. The City owns certain property known as Canyon Rim Park (the “Park”).
- B. The County is assisting the City with an expansion of the playground at the Park (the “Project”) as illustrated in the attached drawing/exhibit.
- C. The City wishes to provide the County an additional \$90,895.00 for the Project.
- D. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

The Parties agree as follows:

- 1. Within 30 days of the Effective Date, City will transfer \$90,895.00 (“Funds”) to the County to fund the Project. County will use the Funds only for completion of the Project at the Park.
- 2. This Agreement takes effect on the date the Agreement is signed by the last Party to sign (“Effective Date”) and terminates upon performance by the parties.
- 3. 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. 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.

- 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 the essence of 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 State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- 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 of as determined by such joint board.
- 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. The real property will be acquired, held, or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.
- 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. Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and the City for approval in accordance with Utah Code Ann. § 11-13-202.5.
- q. Copies. Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.

The City and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

MILLCREEK :

By: _____
Jennifer Wilson or Designee

By: Jeff Silvestrini

Its: Mayer

Dated: _____

Dated: August 22, 2022

Approved by:

Attest: Eyo J
City Recorder

Division of Parks and Recreation:

By: [Signature]



Reviewed as to Form and Legality:

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

ATTORNEY FOR MILLCREEK

David A. Johnson
2022.08.23
By: '00'06- 16:04:30 _____
Deputy District Attorney

By: [Signature]
Attorney



Big T Recreation
 11618 S. State St #1602
 Draper, UT 84020
 801-572-0782
 taft@bigtrec.com

QUOTE

Date	Quote #
03/01/2022	14451
Exp. Date	
05/31/2022	

Shipping Address
Salt Lake County 2001 South State Street, Room S-4700 Salt Lake City, UT 84190

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Playground Structure	Canyon Rim Park - Alternate Swing Area Playworld Alternate Swing Area Includes: - 2 Bays (4) Seats of Belt Seats - 2 Bays (4) Seats of Bucket Seats - (2) Swing Along Swings - (2) ADA Swings - Hoopla Basket Swing	1	29,870.00	29,870.00
Freight	Additional Freight	1	3,500.00	3,500.00
Services	Removal and Prep (additional 6" of excavation for Wood Chips) & Installation by Certified Crew	1	37,900.00	37,900.00
Surfacing	220 CY Engineered Wood Fiber	1	5,700.00	5,700.00
Services	Concrete Curbing (Additional height to account for wood chips)	1	13,925.00	13,925.00
			SUBTOTAL	
			TAX	
			TOTAL	\$90,895.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or merit@bigTrec.com.

We thank you for your business.



BIG T RECREATION
11618 S. Slate Street #1602
Draper, UT 84020

EQUIPMENT SIZE:
39'1" X 44'9" X 16'2"
22'3" X 20'7" X 12'2"

USE ZONE:
SEE DWG.

AREA:
SEE DWG.

PERIMETER:
SEE DWG.

FALL HEIGHT:
8 FT.

USER CAPACITY:
157

AGE GROUP:
2-12



✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO:
21-7477A

SCALE:
1/16"=1'0"

DRAWN BY:
MICHAEL BORDNER

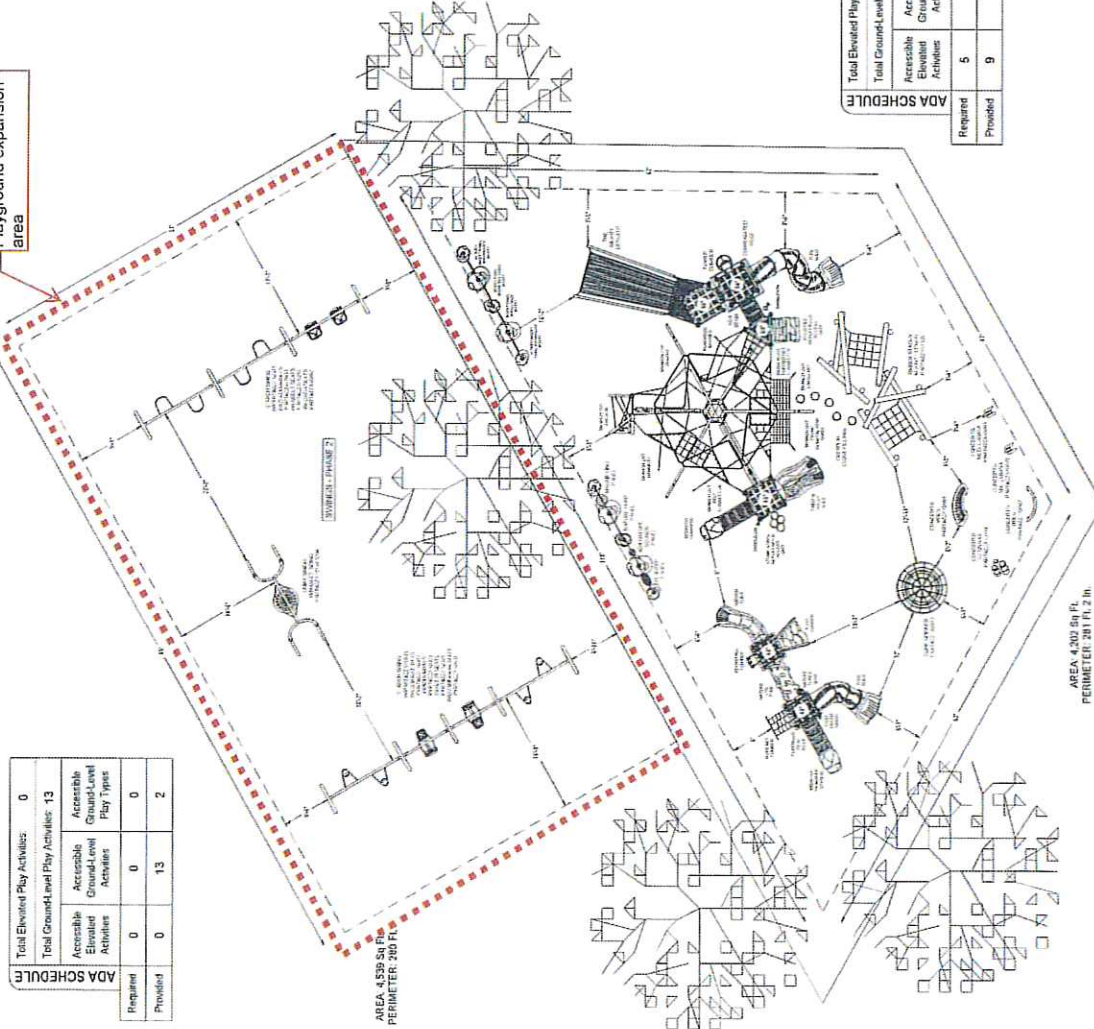
Paper Size
B

DATE:
06-JAN-2022

CANYON RIM PARK - OPTION 2

MILLCREEK, UT

Playground expansion area



ADA SCHEDULE 1		Total Elevated Play Activities: 0		Total Ground-Level Play Activities: 13	
Required	Provided	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Elevated Play Types	Accessible Ground-Level Play Types
0	0	0	13	0	2

AREA: 4,539.54 SQ. FT.
PERIMETER: 240 FT.

AREA: 4,200.00 SQ. FT.
PERIMETER: 281 FT. 2 IN.

ADA SCHEDULE 1		Total Elevated Play Activities: 9		Total Ground-Level Play Activities: 22	
Required	Provided	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Elevated Play Types	Accessible Ground-Level Play Types
5	9	3	22	3	10

ADA SCHEDULE 2		Total Elevated Play Activities: 6		Total Ground-Level Play Activities: 15	
Required	Provided	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Elevated Play Types	Accessible Ground-Level Play Types
3	6	2	15	2	5

*PLAYGROUND SUPERVISION REQUIRED