

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE UNIFIED FIRE
SERVICE AREA FOR THE TRANSFER OF REAL PROPERTY HELD IN THE
NAME OF THE SALT LAKE COUNTY LIBRARY BOARD

RECITALS

- A. Salt Lake County Library Board (the “Board”) is the owner of record of a small 4.75 foot-wide strip of real property located at approximately 650 West Price Street, Midvale, Utah (the “Strip Parcel”).
- B. In 2000, Salt Lake County (the “County”) acting with and on behalf of the Board transferred title to several parcels of real property located in Midvale, Utah, known as the Midvale Library (the “Library Property”) to Midvale City (the “City”) through an Interlocal Agreement (“Midvale Library Agreement”). The Strip Parcel is immediately adjacent to the Library Property.
- C. In 2013, the City conveyed the Library Property and several other adjacent parcels (not including the Strip Parcel) to the Salt Lake Valley Fire Service Area (“SLVFSA”). The Unified Fire Service Area (“UFSA”), the successor to SLVFSA, is currently constructing a new fire station at this location (the “Fire Station”).
- D. While constructing the new Fire Station, UFSA discovered that the Board still holds title to the Strip Parcel, which contains a retaining wall and fencing.
- E. UFSA has requested that the County transfer title to the Strip Parcel so that it can incorporate that area into the Fire Station.
- F. It appears that though the Strip Parcel was directly connected to the Library Property, it was not included with the other parcels constituting the Library Parcel in the Midvale Library Agreement when the land was transferred to the City.

G. The Board concurs with this conclusion, has no further use of the Strip Parcel, and has recommended for approval the transfer of the Strip Parcel to UFSA for no fee.

H. It has been determined that the best interests of the County and the general public will be served by entering into the attached Interlocal Agreement for the transfer of the Strip Parcel to UFSA. The execution of said Interlocal Agreement will comply with all applicable state statutes and County ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Strip Parcel is hereby declared available for disposal and may be transferred to UFSA.

IT IS HEREBY RESOLVED by the Salt Lake County Council that the Interlocal Agreement is accepted and approved, and the Mayor is hereby authorized to execute the Interlocal Agreement on behalf of Salt Lake County and to sign all other documents, reasonably necessary to comply with the County's obligations contained in the Interlocal Agreement.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

REVIEWED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

- Council Member Alvord voting _____
- Council Member Bradley voting _____
- Council Member Bradshaw voting _____
- Council Member DeBry voting _____
- Council Member Granato voting _____
- Council Member Winder-Newton voting _____
- Council Member Snelgrove voting _____
- Council Member Stringham voting _____
- Council Member Theodore voting _____

Exhibit A
Interlocal Agreement

Interlocal Cooperation Agreement

Salt Lake County
And
Unified Fire Service Area

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____, 2022 (“*Effective Date*”), by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah, acting on behalf of the Salt Lake County Library Board (the “*County*”) and **UNIFIED FIRE SERVICE AREA**, fka Salt Lake Valley Fire Service Area, a service area in Salt Lake County created in accordance with the laws of the State of Utah (the “*UFSA*”). The County and UFSA are individually referred to herein sometimes as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) 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 UFSA are public agencies for purposes of the Act.

D. In 2000, the County transferred title to several parcels of real property located in Midvale, Utah, known as the Midvale Library (the “*Library Property*”) to Midvale City (the “*City*”) through an Interlocal Agreement (“*Midvale Library Agreement*”).

E. In 2013, the City conveyed the Library Property and several other adjacent parcels to the Salt Lake Valley Fire Service Area (“SLVFSA”). UFSA, the successor to SLVFA, is currently constructing a new fire station at this location (the “*Fire Station*”).

F. While constructing the new fire station, UFSA discovered that the Salt Lake County Library Board still holds title to a small 4.75-foot-wide strip of land adjacent to the Fire Station, which contains a retaining wall and fencing (the “*Strip Parcel*”). The Strip Parcel is known as Parcel No. 21-25-355-007 and is located at approximately 650 West Price Street in Midvale, Utah.

G. UFSA has requested that the County transfer title to the Strip Parcel so that it can incorporate that area into the Fire Station.

H. It appears that the Strip Parcel is directly connected to the Library Property but that it was not included with the other parcels constituting the Library Parcel when the land was transferred to the City.

I. The Salt Lake County Library Board concurs with this conclusion, has no further use of the Strip Parcel, and has approved the transfer of the Strip Parcel to UFSA for no fee.

J. Salt Lake County Real Estate has researched the title history of the Strip Parcel and the Library Property and recommends conveyance of the Strip Parcel to UFSA for no fee to consolidate and recognize UFSA's ownership of the land as part of the construction of the Fire Station.

K. Therefore, it has been determined that it is in the best interest of the County to declare the Strip Parcel surplus and transfer title to UFSA upon the terms and conditions below.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the Parties agree as follows:

Section 1. **Conveyance.**

The County shall transfer title of the Strip Parcel to UFSA by signing the Quit Claim Deed attached hereto as Exhibit A.

Section 2. **Consideration.** The County and UFSA agree that in consideration of the mutual benefit afforded the citizens of the County, to recognize and acknowledge the direct connection of the Strip Parcel to the Library Property, and to consolidate the ownership of land directly associated with the new Fire Station, the County will convey the Strip Parcel to UFSA as outlined above..

Section 3. **"As Is" Exchange.**

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT, UFSA IS NOT RELYING, AND HAS NOT RELIED, ON ANY REPRESENTATION, GUARANTEE, WARRANTY OR ACTION OF THE COUNTY RELATING TO THE PROPERTY BEING CONVEYED TO UFSA, AS APPLICABLE (HEREINAFTER, THE "**CONVEYED PROPERTY**"), AND UFSA IS TAKING THE CONVEYED PROPERTY BASED UPON UFSA'S OWN INVESTIGATION, INSPECTION, KNOWLEDGE, AND UNDERSTANDING OF THE CONVEYED PROPERTY. UFSA ACKNOWLEDGES THAT IT HAS HAD ADEQUATE TIME AND OPPORTUNITY TO INVESTIGATE THE CONVEYED PROPERTY AS IT DEEMED NECESSARY AND/OR APPROPRIATE.

(b) UFSA HEREBY ACCEPTS THE CONVEYED PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", AND, EXCEPT AS SET FORTH IN THIS AGREEMENT, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND THE COUNTY DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY PREVIOUSLY GIVEN OR OFFERED TO UFSA, EXCEPT TO THE EXTENT SUCH REPRESENTATION OR WARRANTY IS

EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COUNTY PROVIDES NO WARRANTIES, REPRESENTATIONS OR ASSURANCES AS TO THE ENVIRONMENTAL CONDITION OF THE CONVEYED PROPERTY, OR THE CONFORMITY OF THE CONVEYED PROPERTY WITH ANY APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS.

Section 4. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that delivery of the Quit Claim Deed shall be accomplished promptly, as provided herein. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 5. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

(b) **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 Mayor or designee and the Chair of UFSA's Board of Directors. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

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

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

(e) **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.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The Strip Parcel shall 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.

Section 6. **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 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 the following addresses:

| | |
|--|---|
| COUNTY: Salt Lake County Real Estate Section 2001 South State Street, #S3-110 Salt Lake City, Utah 84190 (385) 468-0341 Attn: Derrick L. Sorensen Email: dlsorensen@slco.org | UFSA: Unified Fire Service Area 3380 South 900 West Salt Lake City, Utah 84119-4102 Attn: Email: |
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| | |
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| <p>WITH A COPY TO:</p> <p>Salt Lake County District Attorney's Office – Civil Division 2001 South State Street, #S3-600 Salt Lake City, Utah 84190-1210 (385) 468-7700 Attn: R. Christopher Preston Email: rpreston@slco.org</p> | <p>WITH A COPY TO:</p> <p>Salt Lake City, Utah 84111 Attn: Email:</p> |
|--|---|

(k) 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.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity 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 Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) 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 Agreement upon any contract, 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, the County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]), or the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; 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, County ordinances, or the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(n) Integration. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations or agreements of the Parties regarding the Strip Parcel and the subject matter in this document.

[Signatures on Following Page]

IN WITNESS WHEREOF, UFSA caused this Agreement to be signed by its Chair; and the County caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

Recommended for Approval

James B. Cooper, Executive Officer
Salt Lake County Library Board

Reviewed As To Form:

R. Christopher Preston, Deputy District Attorney

UNIFIED FIRE SERVICE AREA

By _____
_____, Chair

Approved As To Form:

_____, UFSA Attorney

Exhibit A
(Quit Claim Deed)

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

QUITCLAIM DEED
Salt Lake County

Parcel No.
Tax Serial No. 21-25-355-007
Surveyor WO: W051222092

SALT LAKE COUNTY a body corporate and politic of the State of Utah, acting on behalf of the SALT LAKE COUNTY LIBRARY BOARD, GRANTOR, hereby Quitclaim(s) to, UNIFIED FIRE SERVICE AREA, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
MAYOR or DESIGNEE

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

By: _____
COUNTY CLERK

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding Page

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that he is the CLERK of Salt Lake County and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

(EXHIBIT A)

A parcel of land being part of Lots 14, 15, & 16 of Hansen's Subdivision recorded on January 9, 1905, as Entry No. 189838, in Book D at Page 116 and disclosed in that Warranty Deed, recorded on July 26, 1950, as Entry No. 1209212 in Book 784 at Page 320 in the office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

**The east 4.75 feet of Lots 14, 15, and 16,
Hansen's Subdivision according to the recorded
plat thereof.**

The above-described parcel of land contains 793 square feet in area or 0.018 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: North along the Section line between the Southwest Quarter and the West Quarter Corner of said Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"

LEGEND

- TRACT BOUNDARY
- ADJOINING PARCELS
- QUITCLAIM AREA - 793 sq. ft. +/-

MIDVALE EFKS NEW JERUSALEM UCC
PARCEL No. 21-25-355-001

SALT LAKE VALLEY FIRE SERVICE AREA
PARCEL No. 21-25-355-002

LYNNANN DAY
LOT 16, HANSEN'S SUB
PARCEL No. 21-25-355-004

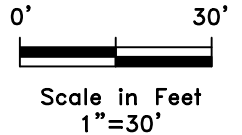
JUAN LOPEZ
LOT 15, HANSEN'S SUB
PARCEL No. 21-25-355-005

7783 HANSEN, LLC
LOT 14, HANSEN'S SUB
PARCEL No. 21-25-355-006

EAST 4.75 FEET OF
LOTS 14, 15, AND 16
793 sq. ft. +/-

Salt Lake County Library Board
PARCEL No. 21-25-355-007

Salt Lake Valley Fire Service Area
PARCEL No. 21-25-355-008



PRICE STREET

Page 3 of 3
Revised: May 17, 2022



UNIFIED FIRE SERVICE AREA
650 West Price Street
Quitclaim Deed

Prepared for:
Salt Lake County Real Estate

SW 1/4, Sec. 25, T.2S, R.1W, S.L.B.&M.
Work Order No. W051222092

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240