

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SOUTH JORDAN PROVIDING FOR THE TRANSFER OF THE SOUTH JORDAN FITNESS & AQUATIC CENTER TO THE COUNTY IN 2022 AND AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SOUTH JORDAN PROVIDING FOR THE COUNTY'S OPERATION OF THE SOUTH JORDAN FITNESS & AQUATIC CENTER.

W I T N E S S E T H

WHEREAS, South Jordan City (the "City") has constructed and operates the South Jordan Fitness & Aquatic Center located at approximately 10866 South Redwood Road, South Jordan Utah 84095 (the "Rec Center") on a portion of the City Property identified as Parcel No. 27-15-376-016 (the "Rec Center Property").

WHEREAS, Salt Lake County (the "County") owns and operates the Salt Lake County Marv Jensen Recreation Center ("Marv Jensen") also located in South Jordan.

WHEREAS, the County is acquiring the Rec Center from the City and as part of the acquisition the County will assume operations and maintenance of the Rec Center pursuant to the terms of the Interlocal Cooperation Agreement Between the City of South Jordan and Salt Lake County [Operating Agreement for the South Jordan Fitness & Aquatic Center] (the "Operating Agreement") until the Rec Center and the associated real and personal property is conveyed to the County under the Conveyance Agreement.

WHEREAS, the City will convey the Rec Center Property to the County on or promptly after January 1, 2022 by quitclaim deed, pursuant to the terms of the Interlocal Cooperation Agreement between the City of South Jordan and Salt Lake County (the "Transfer Agreement").

WHEREAS, Marv Jensen no longer serves the County's recreational needs. Operating the Rec Center rather than constructing a new facility benefits the citizens of both the City and the County.

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.

R E S O L U T I O N

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

1. That the attached Operating Agreement between the County and the City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the attached Transfer Agreement between the County and the City is approved, in substantially the form attached hereto as **ATTACHMENT B**, and the Salt Lake County Mayor is authorized to execute the same.
3. That the Operating Agreement and the Transfer Agreement will become effective as set forth in the respective documents.

**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:

**ATTACHMENT A**  
Operating Agreement

**Interlocal Cooperation Agreement Between  
the City of South Jordan and Salt Lake County**  
[Operating Agreement for of the South Jordan Fitness & Aquatic Center]

This Agreement is between Salt Lake County, a body corporate and politic of the State of Utah, on behalf of its Parks and Recreation Division (the "County"), and the City of South Jordan (the "City"), a Utah municipal corporation.

**RECITALS**

- A. The City has constructed and operates the South Jordan Fitness & Aquatic Center located at approximately 10866 South Redwood Road, South Jordan Utah 84095 (the "Rec Center") on a portion of the City Property identified as Parcel No. 27-15-376-016 (the "Rec Center Property").
- B. The County owns and operates the Salt Lake County Marv Jenson Recreation Center ("Marv Jenson") also located in South Jordan.
- C. The County is acquiring the Rec Center from the City and as part of the acquisition the County will assume operations and maintenance of the Rec Center under this agreement until the Rec Center and the associated real and personal property is conveyed to the County under the Conveyance Agreement.
- D. Marv Jenson no longer serves the County's recreational needs. Operating the Rec Center rather than constructing a new facility benefits the citizens of both the City and the County.
- E. 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.

**AGREEMENT**

The Parties agree as follows:

Section 1. **Definitions.**

- (a) **Campus:** shall mean the Rec Center and related parking areas and landscaped areas.

- (b) **Deferred Maintenance**: Any repair, replacement, reconstruction, or rehabilitation of the Campus and its assets to maintain the original condition of the asset that was not performed prior to the date of this Agreement.
- (c) **Capital Renewal**: repair, replacement or reconstruction of an asset that extends the useful life or increases the value of the asset.
- (d) **Capital Improvement**: investment in new infrastructure and systems to enhance or expand the facility's capacity, utility, or function.
- (e) **Equipment**: office equipment and supplies, janitorial supplies and tools, fitness equipment and supplies.

Section 2. **County Responsibilities**. The County shall:

- (a) **Operation of the Rec Center**. Assume operations and maintenance of the Rec Center on April 1, 2020, as further delineated in this Agreement.
- (b) **Staffing**. Determine the levels of staffing needed to operate programs located on the Campus. Hire and compensate sufficient staff to operate County selected programs and other responsibilities in an effective and efficient manner.
- (c) **Custodial**. Be responsible to provide custodial services throughout the Campus including keeping doorways and sidewalks clear of snow during snowstorms and between City plowing according to Exhibit A.
- (d) **Maintenance**. Provide preventative maintenance for the Campus. Ensure repairs and maintenance are performed regularly.
- (e) **Programming**: Provide programming that meets the needs of the South Jordan community, in the County's sole discretion. Programming costs including set-up expenses, supplies, equipment, materials, and any other direct costs shall be paid for by the County.
- (f) **Fees**. Establish fees for its county programs at the Rec Center, and county-wide passes honored at the Campus.

- (g) **Capital Renewal and Improvement.** Fund all Capital Renewal projects the County develops and selects in the County's sole discretion.
- (h) **Equipment Ownership and Upkeep.** For the duration of this Agreement, ownership in Equipment already at or brought to the Facility shall remain with the Party who purchased the Equipment. The County may use or consume any City owned Equipment in the Facility for the purpose of operating the center. The County will conduct regular maintenance for all Equipment in the Facility.
- (i) **Utilities.** Pay for utilities needed to operate the Campus.
- (j) **Branding.** Be responsible for branding and naming at the Campus.
- (k) **Hours of Operation.** Be responsible for establishing hours of operation for the facility.
- (l) **Vendor Contracts.** County will procure, through applicable procurement ordinances and policies, all goods and services for the Rec Center.

**Section 3. City Responsibilities.** The City shall:

- (a) **Maintenance and Equipment prior to April 1, 2020.** Continue to perform and pay for all regular maintenance, renewal maintenance necessary to the operation of the Rec Center, prior to 1 April 2020.
- (b) **Designated Staff.** Designate a contact to whom the County staff direct their maintenance and repair issues for property that abuts the Campus.
- (c) **Deferred Maintenance.** Provide the County a list of all deferred maintenance items three months prior to April 1, 2020.
- (d) **Rec Center Funds.** Three months prior to April 1, 2020, the City will provide the County a detailed accounting of all funds and revenues appropriated to the operation of the Rec Center and to the Rec Center's Capital Maintenance, Renewal Maintenance, and Deferred Maintenance. On or before April 1, 2020, the City will transfer all Rec Center funds and revenues to the County.
- (e) **Vendor Contracts.** The City will cancel all contracts with vendors, contractors, or other providers of goods or services to the Rec Center.

Section 4. **Effective Date.** This Agreement shall be effective April 1, 2020.

Section 5. **Duration and Termination.**

- (a) Unless otherwise terminated as provided for in Section 5(b) below, this Agreement shall terminate upon conveyance in the Rec Center Property in fee simple, in accordance with the Conveyance Agreement for the Rec Center Property.
- (b) If the conveyance described in Section 6(a) of this Agreement does not occur on or before June 1, 2022, either Party may terminate this Agreement by giving the other Party at least 180 days advance notice in writing of its desire to terminate the Agreement.

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.

(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.

(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 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) **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.** The County and the City are governmental entities under the Governmental Immunity Act, Utah Code Ann. 63G-7-101 *et seq.*; therefore, consistent with the terms of the Act, the Parties agree that the County and the City are each 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 Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(m) **Obligation to Maintain Insurance.** The Parties both covenant and agree, at their sole cost and expense throughout the term of this Agreement, to obtain, keep and maintain in full force and effect for the mutual benefit of the City, the County, and such additional individuals as may be designated in writing by the parties, a broad form commercial general liability insurance policy or policies or a comparable self-insurance program (hereinafter collectively referred to as the "**Liability Policy**") against claims for damage or injury to persons or property arising out of the use or occupancy of any of the premises included in this Agreement up to the limitation of judgment amounts set forth in the Utah Governmental Immunity Act, Utah Code Chapter 63G-7.

(n) **Ethical Standards.** The Parties 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; (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, Salt Lake County ordinance or City ordinances.

(o) 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 and their successors and assigns, any right or remedies by reason of this Agreement, as a third party beneficiary or otherwise.

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

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

(r) 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.

Section 7. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal 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 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 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 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;

(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 the Director of Parks and Recreation and the Director of Parks of the City; and

(f) 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.

Section 8. **Inter-Jurisdictional Transfer.** The County may, in the County's sole discretion, hire City employees under the County's inter-jurisdictional transfer policy, Salt Lake County Human Resources Policy 5-100, consistent with Utah law. The parties understand that any City employees so hired will not bring any accrued vacation or sick leave.

(signature page to follow)

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

CITY OF SOUTH JORDAN

SALT LAKE COUNTY

By: *David R Ramsey*  
Title: Mayor

By: \_\_\_\_\_  
Mayor or Designee

APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE LAW:

APPROVED AS TO FORM AND COMPLIANCE WITH APPLICABLE LAW:

By: *Ram - JOOSE*  
City of South Jordan City Attorney

By: David A. Johnson  
2020.01.28  
'00'07-15:16:20  
David Johnson  
Deputy District Attorney

Date signed: 2-4-2020



ATTEST AND COUNTERSIGN:

*Anna M. West* 2-5-20  
City Recorder                      Recordation Date



**ATTACHMENT B**  
Transfer Agreement

## **Interlocal Cooperation Agreement Between the City of South Jordan and Salt Lake County**

The CITY OF SOUTH JORDAN, a state of Utah municipal corporation (“City”), and SALT LAKE COUNTY, a body corporate and politic of the state of Utah (“County”), enter into this Interlocal Cooperation Agreement (the “Agreement”) this 4 day of February, 2020 (“Effective Date”), and agree as set forth below.

### **RECITALS**

A. The City owns fee title to certain real property located at approximately 10820 South Redwood Road, South Jordan, Utah, identified as Parcel No. 27-15-376-016, more particularly known as City Park (the “City Property”).

B. The City has constructed and operates the South Jordan Fitness & Aquatic Center (the “Rec Center”) on a portion of the City Property (the “Rec Center Property”). The City maintains an account in which it has placed funds intended to be used for future maintenance of the Rec Center (the “Rec Center Maintenance Fund”).

C. The County currently owns and operates the Marv Jensen Fitness Center in the City but plans to close such operation by March of 2020 at which time the County will not have a fitness facility in the City.

D. The County also owns some parcels of land within the City located at approximately 10004 South 4800 West South Jordan, Utah, identified as Parcel Nos. 26-12-400-009, 26-12-400-011, 26-12-400-012, and 26-12-400-006 that the County and the City plan to develop over the next few years as the Bingham Creek Regional Park (the “Regional Park”).

E. The City and the County desire create a park authority for the equal ownership, operation, and maintenance of the Regional Park in perpetuity and are working together to prepare a separate interlocal cooperation agreement to create the park authority (the “Park Authority Agreement”).

F. As a portion of the City’s buy-in to the Regional Park authority, the City and the County mutually agree that the County will maintain and operate the Rec Center on April 1, 2020, the City will transfer the current balance of the Rec Center Maintenance Fund, and the City will convey the Rec Center Property to the County after it pays off certain bonds in 2022 at which time the County will be the sole owner and operator of the Rec Center Property.

G. The County and City are working together on a separate interlocal cooperation agreement as an operating agreement to govern this relationship (the “Operating Agreement”).

H. The purpose of this Agreement is therefore to settle all matters related to the transfer of the Rec Center Property to the County and to maintain a publicly owned recreation center in the City.

I. As local governmental units, 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. Therefore, the parties agree as follows:

**AGREEMENT:**

**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  
OPERATION AND CONVEYANCE OF THE REC CENTER PROPERTY**

Section 1.1 **Operation of the Rec Center.** The County shall take over operations and maintenance of the Rec Center on April 1, 2020 pursuant to the terms and conditions of the Operating Agreement, which shall be entered into between the County and the City prior to that date.

Section 1.2. **Quitclaim Deed.** The City is currently making payments on bonds issued by the City to finance the construction of the Rec Center. Upon complete payment of the bonds financing the construction of the Rec Center, anticipated to occur on or before January 1, 2022, the City shall convey the Rec Center Property to the County via a Quitclaim Deed. The Quitclaim Deed is attached hereto as Exhibit A. Prior to this transfer:

- (a) the City shall cause the Rec Center Property to be lawfully created into a separate lot from the City Property by December 31, 2021, so that the Rec Center Property may be conveyed to the County.
- (b) the County may conduct any due diligence that it, in its sole discretion, deems necessary, including but not limited to: (i) an appraisal of the Rec Center Property, (ii) a survey of the Rec Center Property, (iii) an environmental study of the Rec Center Property, (iv) a physical inspection of the Rec Center Property, (v) a report on compliance with all applicable federal, state, and local law, ordinances, and regulations with regard to zoning and permissible uses of the Rec Center Property. A map depicting the area of the Rec Center Property is attached hereto as Exhibit B.
- (c) The City shall also provide the County with a parking easement on the City Property for the benefit of the County and patrons using the Rec Center Property.
- (d) The County shall not offer or enter into a purchase agreement with a third-party buyer, during the life expectancy of the Rec Center building, which is twenty-five years from the Effective Date (the “Ownership Period”). Within 60 days of the transfer of the Rec Center Property, the County shall record a Right of First Refusal on the Rec Center Property stating that if the County ever decides to sell the Rec Center Property after the Ownership Period, the County shall give the City a right of first refusal before executing a purchase

agreement with a third-party buyer. Finally, prior to any sale of the Rec Center, the County will make all reasonable efforts to cause the Rec Center to be replaced with another publicly owned recreation center located within the City prior to triggering the right of first refusal.

## ARTICLE 2 CONSIDERATION

Section 2.1 As consideration for the conveyance of the Rec Center Property, the County shall accept (i) the fair market value of the Rec Center Property and (ii) the full amount of the Rec Center Maintenance Fund (which has a current balance of \$150,000) as a portion of the City's buy-in to the Park Authority Agreement. The parties agree that as of the Effective Date of this Agreement, the Rec Center Property's fair market value is \$17,000,000. In addition, and as part of the Park Authority Agreement, the City and the County shall equally share the ownership, operation, costs and expenses to operate and maintain the Regional Park. The terms and conditions of the proposed joint ownership, maintenance, and operation of the Regional Park shall be contained in the Park Authority Agreement.

Section 2.2 The execution of Park Authority Agreement for the Regional Park and the transfer of the full current balance of the Rec Center Maintenance Fund are express conditions precedent to the conveyance of the operations, pursuant to Section 1.1 of this Agreement, of the Rec Center to the County. The Rec Center Maintenance Fund may be used by the County, in its sole discretion, for the maintenance of or capital improvements at the Rec Center.

## ARTICLE 3 ADDITIONAL PROVISIONS

Section 3.1 **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 the conveyance of the Rec Center Property shall be accomplished on or promptly after January 1, 2022. 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 3.2 **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 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 States 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 Mayor or 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 required for this joint or cooperative undertaking and no budget shall be established or maintained.

(n) 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.

(o) Liability and Indemnification. The County and the City are governmental entities

under the Governmental Immunity Act of Utah, Utah Code Ann. Title 63G, Chapter 7 (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or its agents, officers, or employees. Neither Party waives any defenses otherwise available under the Act, nor does any Party waive any limits of liability currently provided by the Act. The Parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the Project.

(p) 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.

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

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

(s) Entire Agreement. This Agreement 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.

(t) Costs. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(u) 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.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

**CITY OF SOUTH JORDAN**, a state of Utah municipal corporation

By: Dawn Ramsey APPROVED AS TO FORM:

Dawn R Ramsey Mayor \_\_\_\_\_  
(Print name and title above) Attorney for City



**SALT LAKE COUNTY**, a body corporate and politic of the state of Utah

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
(Print name and title above)

\_\_\_\_\_  
Attorney for County

**EXHIBIT A**

Quit Claim Deed

WHEN RECORDED, MAIL TO:  
City of South Jordan  
ATTN: City Recorder  
1600 West Towne Center Drive  
South Jordan, Utah 84095

PARCEL I.D.#[INSERT NUMBER]

**QUITCLAIM DEED**

**City of South Jordan, GRANTOR**, of 1600 West Towne Center Drive, South Jordan, Utah, 84095 hereby QUITCLAIMS to **Salt Lake County, GRANTEE**, of 2001 South State Street, Salt Lake City, Salt Lake City, Utah 84114, for the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to-wit:

See Exhibit A

A quitclaim deed when executed as required by law shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises therein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

IN WITNESS WHEREOF, the GRANTOR signed this instrument on \_\_\_\_\_, 2020.

**GRANTOR**

\_\_\_\_\_

\_\_\_\_\_  
(enter name and title above)

State of Utah            )  
                                  §  
County of Salt Lake    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2020, by \_\_\_\_\_, the \_\_\_\_\_ of the City of South Jordan.

\_\_\_\_\_  
Notary Public  
My commission expires:  
Residing at:

# EXHIBIT A

[Insert Legal Description]

**EXHIBIT B**

Map of Rec Center Property







