

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY

RDA Administrative Services

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”); and the **REDEVELOPMENT AGENCY OF SALT LAKE COUNTY**, a community reinvestment agency created under Utah Code Title 17C (the “RDA”). The County and the RDA may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the RDA are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. The RDA desires to receive administrative services from the County to enable it to coordinate redevelopment activities within the jurisdiction of the RDA.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — SERVICES

1.1. The County shall provide any necessary administrative services to enable the RDA to coordinate redevelopment activity within the RDA’s jurisdiction.

1.2. In exchange for the services provided under this Agreement, the RDA shall pay the County for its actual costs, in an amount not to exceed One Hundred Thousand Dollars (\$100,000).

ARTICLE 2 — GOVERNMENTAL IMMUNITY

Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the “Immunity Act”). There are no indemnity obligations between these Parties. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Consistent with the terms of the Immunity

Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Immunity Act nor does any Party waive any limit of liability currently provided by the Immunity Act.

ARTICLE 3 — MISCELLANEOUS

3.1. **Interlocal Cooperation Act.** For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

(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. Pursuant to Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the Chairperson of the Agency's Board of Directors are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent 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.

3.2. **Term of Agreement.** This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire upon the earlier of: a) the date the Parties have performed all the material obligations described herein; or b) December 31, 2024

3.3. **Termination.** This Agreement may be terminated (with or without cause) by either Party upon at least ninety-days prior written notice to the other Party. Upon such termination, the County shall be paid for all services up to the date of termination.

3.4. **Entire Agreement.** This Agreement and the documents referenced herein, if any, constitute 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 Agreement shall be binding or valid.

3.5. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.6. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for Salt Lake County, State of Utah.

3.7. No Obligations to Third Parties. The Parties agree that the RDA's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the RDA. The Parties do not intend to confer any rights to third-parties unless otherwise expressly provided for under this Agreement.

3.8. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

3.9. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

3.10. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: _____

Department Director

Date: _____

Reviewed as to Form:

By: _____

Deputy District Attorney

Date: _____

**THE REDEVELOPMENT AGENCY OF
SALT LAKE COUNTY:**

Chairperson
Board of Directors

Date: _____

Recommended for Approval:

Executive Director

Date: _____

Reviewed as to Form:

By: _____