

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002516 Version: 1 Desc: PAR BinghamCreekParkAuthority
Supplier Name: SOUTH JORDAN CITY
Comments: PAR-Exempt Interlocal- Creation of the Bingham Creek Regional Park Authority, SLCo and South Jordan to both be members. Each member to pay 50%of the maintenance and operation budget (after initial term County to remit fee to Park Authority by Feb. 1st of each year - need to change supplier on the contract at that time). For 10 years following the Operational Effective Date, SLCo is responsible for daily management, operation and maintenance. After that period, the Park Authority may continue with County or may solicit proposal for another entity to operate and maintain the Regional Park. Term for 50 years.
Contract Amount: \$0.00
Agency Name: Parks
Period Performance from 6/17/2020 to 6/16/2070
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: NKilpatrick



June 16, 2020

COUNTY COUNCIL

Max Burdick,
Chair
District #6

Shireen Ghorbani
At-Large A

Richard Snelgrove
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Michael Jensen
District #2

Aimee Winder Newton
District #3

Ann Granato
District #4

Steve DeBry
District #5

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 5757 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Parks and Recreation Division and **South Jordan City** – Establishment of the Bingham Creek Regional Park Authority.

Salt Lake County and South Jordan City will establish a Bingham Creek Park Authority to establish rules of governance for managing and operating the Bingham Creek Regional Park.


The agreement will be effective upon the signature of the last member to sign the agreement and will end fifty years from the date of execution.

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

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By 
Deputy Clerk

ks

pc: Holly Yocom/Community Services Department
Martin Jensen/Parks & Recreation Division
Shawna Soliz/Contracts & Procurement Division



File #: 20-0551

Topic/Discussion Title:

Resolution of the Salt Lake County Council approving execution of an Interlocal Cooperation Agreement with the City of South Jordan to establish the Bingham Creek Regional Park Authority.

Description: Resolution of the Salt Lake County Council approving execution of an Interlocal Cooperation Agreement with the City of South Jordan to establish the Bingham Creek Regional Park Authority.

Requested Action: Consent

Presenter(s): Click or tap here to enter text.

Time Needed: Consent

Time Sensitive: No

Specific Time(s): Enter text here - if important to schedule at a specific time, list a few preferred times.

Requesting Staff Member: Holly M. Yocom, Community Services Department Director.

Will You be Providing a PowerPoint: No

Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SOUTH JORDAN TO ESTABLISH THE BINGHAM CREEK REGIONAL PARK AUTHORITY.

WITNESSETH

- A. Salt Lake County (the "County") owns some parcels of land within South Jordan City (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 plans to develop over the next few years as the Bingham Creek Regional Park, as more specifically described in Exhibit A (the "Regional Park").
- B. The City owns a parcel of land adjacent to the Regional Park (the "Adjacent Property") identified as Parcel No 2612277043 (2.74 acres) that the City desires to incorporate into the Regional Park upon its establishment.
- C. The County wishes to partner with the City to own, operate, and maintain the Regional Park.
- D. The City and the County both currently own and maintain parks within their jurisdictions and boundaries.
- E. The County and the City desire to make long range plans for the ownership, operation, and maintenance of the Regional Park.
- F. The City and County have entered into an agreement for the transfer of ownership to the County of the South Jordan Fitness & Aquatic Center (the "Rec Center") and the transfer to the County of an account in which the City has placed funds intended to be used for future maintenance of the Rec Center.
- G. The City and County have entered into an interlocal agreement for the City to contribute \$3,000,000.00 to the County to be used as part of the consideration for this agreement as described herein.
- H. Additionally, the County and City have entered into a separate interlocal cooperation agreement as an operating agreement to govern the operation of the Rec Center.
- I. Under Utah Code Ann. §11-13-203(2) the Members desire to create a Utah interlocal entity known as the Bingham Creek Park Authority (the "Park Authority") and to establish rules of governance, thereby facilitating efficient long range planning to continue effective services of managing and operating the Park.
- J. 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.

RESOLUTION

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


- 1. That the attached Interlocal Agreement between Salt Lake County and the City of South Jordan 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 Interlocal Agreement will become effective as set forth in the Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this 16th day of June, 2020.



Max Burdick, Chair

ATTEST:



Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	"Aye"
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Ghorbani	"Aye"
Council Member Granato	"Aye"
Council Member Jensen	"Aye"
Council Member Newton	"Aye"
Council Member Snelgrove	"Aye"

APPROVED AS TO FORM:

David A.
Johnson
2020.05.28
16:11:10 -06'00'

ATTACHMENT A
Interlocal Cooperation Agreement

**Interlocal Cooperation Agreement by Public Agencies
to Create a New Entity to Own, Operate, and Maintain the Regional
Park known as Bingham Creek Regional Park.**

This Interlocal Cooperation Agreement (the "Agreement") to create a new Utah interlocal entity to own and operate the regional park known as Bingham Creek Regional Park, is entered into as of the date last signed (the "Effective Date") between Salt Lake County, a body corporate and politic of the State of Utah (the "County"), on behalf of its Division of Parks and Recreation and South Jordan City, a municipal corporation and political subdivision of the State of Utah ("City"). In this Agreement, the County and the City are collectively referred to as the "Members."

RECITALS

- A. The County 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 plans to develop over the next few years as the Bingham Creek Regional Park, as more specifically described in Exhibit A (the "Regional Park").
- B. The City owns a parcel of land adjacent to the Regional Park (the "Adjacent Property") identified as Parcel No 2612277043 (2.74 acres) that the City desires to incorporate into the Regional Park upon its establishment.
- C. The County wishes to partner with the City to own, operate, and maintain the Regional Park.
- D. The members both currently own and maintain parks within their jurisdictions and boundaries.
- E. The Members desire to make long range plans for the ownership, operation, and maintenance of the Regional Park.
- F. The City and County have entered into an agreement (the "Recreation Center Transfer Agreement") for the transfer of ownership to the County of the South Jordan Fitness & Aquatic Center (the "Rec Center"), and the transfer to the County of an account in which the City has placed funds intended to be used for future maintenance of the Rec Center (the "Rec Center Maintenance Fund").
- G. The City and County have entered into an interlocal agreement for the City to contribute \$3,000,000.00 to the County to be used as part of the consideration for this agreement as described herein.
- H. Additionally, the County and City have entered into a separate interlocal cooperation agreement as an operating agreement to govern this relationship (the "Operating Agreement").

- I. Under Utah Code Ann. §11-13-203(2) the Members desire to create a Utah interlocal entity known as the Bingham Creek Park Authority (the "Park Authority") and to establish rules of governance, thereby facilitating efficient long range planning to continue effective services of managing and operating the Park.
- J. The Members are both local governmental units and are therefore authorized under Utah Code Ann. § 11-13-101, et seq., to create a political subdivision to accomplish the purpose of their joint or cooperative action, and that such separate political subdivision is a political subdivision of the State of Utah.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the Members, the receipt and sufficiency of which is hereby acknowledged, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Members hereby agree as follows:

1. **Formation of Legal Entity.** Pursuant to the authority granted by UTAH CODE ANN. § 11-13-203(2), the Members hereby create a political subdivision of the State of Utah to create a new legal entity to manage and operate the Regional Park.
2. **Name.** The new legal entity created hereby shall be known as the Bingham Creek Regional Park Authority (the "Park Authority").
3. **Summary of Scope of Services to be Provided.**
 - 3.1. **Park Authority Policies.** After the Operational Effective Date, and for the remaining Term of this Agreement, the Park Authority shall have authority to develop and determine Park policy consistent with this Agreement and local, state, and federal law. The Park Authority shall also establish rules and regulations relating to the use of the Park.
 - 3.2. **Initial Operation Period.** For ten years following the Operational Effective Date of this Agreement (the "Initial Term"), the County, through its Division of Parks and Recreation (the "Division"), with coordination of the South Jordan Parks and Recreation, shall be responsible for daily management, operation and maintenance of the approximately 160 acres of land in the Regional Park, in accordance with the yearly Maintenance/Operation Budget described in Paragraph 3.3 below. After the 10 years, the Park Authority may, with the County's and City's consent, continue with the County's service, or may solicit proposals for another entity to operate and maintain the Regional Park.
 - 3.3. **Maintenance/Operation Budget.** During the Initial Term, the County shall be responsible for the preparation of the proposed annual Maintenance/Operation Budget for the Regional Park (hereafter the "Maintenance/Operation Budget") and will submit to the Park Authority a budget request for the next calendar year based on proposed programs and maintenance requirements no later than September 1st each and every

year. The County may include in such budget request any recommended capital projects. The Park Authority will review the County's budget request for approval, understanding that certain costs are necessary in order for the County to continue services for the Park. The Park Authority shall incorporate the Maintenance/Operation Budget into the Park's total budget as the Parties shall agree. If the Park Authority rejects the County's budget proposal, in whole or in part, the County's obligations to provide services outlined in Section 3.2 will be reduced in a manner consistent with the approved and available budget.

- 3.4. The Park Authority shall submit an approved Maintenance/Operation Budget to the County and the City by October 1 of each year following the Operational Effective Date.
- 3.5. After the initial Term, the Park Authority shall be responsible, through staffing or through contract, for providing the services outlined in sections 3.2 and 3.3.
- 3.6. Upon creation, the Park Authority shall begin hiring key staff and acquiring essential services and systems in anticipation of the Operational Effective Date.

4. **Costs**

- 4.1. The Maintenance/Operation Budget will be funded at 50% by each member (the "Fee").
- 4.2. During the Initial Term, the City shall remit the Fee to the County on or before August 1. After the Initial Term, the City shall remit the Fee to the Park Authority on or before August 1 of each year.
- 4.3. For the Initial Term, the County will appropriate the Fee to the Division who will use the funds solely to comply with the costs of fulfilling its obligations under sections 3.2 and 3.3 of this Agreement. After the Initial Term, the County shall remit the Fee to the Park Authority on or before February 1 of each year.

5. **Operational Effective Date.** The Operational Effective Date shall be the date set by the Board for live operation of the Park Authority. The Operational Effective Date shall not occur prior to the transfer of ownership of the Regional Park, as further explained in Section 9.b. The County will remain the owner of the Regional Park and City shall remain owner of the Adjacent Property until the Operational Effective Date.

6. **Governance.**

a. **Governing Board** A governing board ("*Board*") is hereby created to operate, and to have exclusive control over the Regional Park upon and after the Operational Effective Date. It is anticipated that the Board will be formed and will begin meeting as soon as practicable after formation. The Board shall consist of seven people mutually agreed upon by both Members. One of the appointments shall be a merit employee from the County's Division of Parks and Recreation, and one of the appointments of the City must be a merit employee from the City's Department of Parks and Recreation. The merit employees from the Members may not serve as the chair of the

Board. A person appointed to serve on the Board may serve for no more than two terms of three years each, except that this term limitation does not apply to the appointed merit employees of the Members. The terms of members of the first Board established shall be staggered. If, for any reason, a vacancy occurs on the Board, a replacement to serve out the unexpired term shall be appointed by the body that appointed such person. Unless otherwise specified herein, any action by the Board requires the affirmative vote of a true majority of the Park Authority attending a meeting that satisfies the requirements set forth in section 7(a) below. The Board shall adopt a written administrative code of policies and procedures for the governance of the operation of the Regional Park effective upon and after the Operational Effective Date.

7. **Meetings and Board Rules.**

a. **Meetings.** All meetings of the Board shall comply with UTAH CODE ANN. § 52-4-101, *et seq.*, (“*The Utah Open and Public Meetings Act*”) (*as amended*).

b. **Rules.** The Board shall adopt rules, policies and procedures for the conduct of its meetings, the operation of the Regional Park, and all other purposes reasonably considered necessary for the functioning of the Board and the Regional Park.

8. **Property.** Pursuant to the Interlocal Cooperation Act, the Board shall be authorized to acquire and/or lease property for the purposes of the Regional Park, and, where authorized by law, shall be authorized to bond.

9. **Equipment; Real Estate.**

a. **Conveyance of Equipment.** On the Operational Effective Date, pursuant to the authority granted in UTAH CODE ANN. § 11-13-211 and 214, the Members shall convey any equipment, supplies, or other materials (the "Assets") to the Park Authority. Credits for the Assets conveyed may be authorized by the Board, in its discretion. The Members acknowledge that the transfer of Assets does not include equipment such as telephone and computer equipment which is not owned by the Member but is leased or provided to the Member pursuant to contracts with third parties. Lists detailing the Assets to be so conveyed by the Members shall be provided prior to the Operational Effective Date.

b. **Bingham Creek Regional Park.** Upon the recording of the Quitclaim Deed contemplated in Section 1.2 of the Recreation Center Transfer Agreement, for the transfer of the Rec Center to Salt Lake County, the County shall convey the Regional Park, and the City shall convey the Adjacent Property, to the Park Authority via a Quitclaim Deed.

d. **Consideration.** As consideration for the conveyance of the Regional Park to the Park Authority, the County shall accept (i) the fair market value of the Rec Center Property whose transfer to the County is a condition precedent of the County’s duty to transfer ownership of the Regional Park, (ii) the Rec Center Maintenance Fund in the amount of \$150,000.00, (iii) the \$3,000,000.00 transferred by the City to the County by interlocal agreement, effective October 1, 2019 (South Jordan Resolution R2019-47), and (iv) the Adjacent Property, as the City’s buy-in to the Park Authority Agreement. The Members agree that as of the Effective Date of this

Agreement, the Rec Center Property's fair market value (land and building) is \$17,000,000.00 and the Adjacent Property's fair market value is \$550,000.00.

11. **Employment Status.**

a. **Official Status.** The Members agree that employees of the Park Authority, if any, will not be considered employees of either the County or the City. The Park Authority shall be responsible to set all personnel rules, regulations, procedures, grievance, and applicable merit provisions for its employees, consistent with applicable state and federal law.

b. **Salary and Wages.** The Members shall not have, jointly or severally, any obligation or liability for the payment of any salaries, wages, benefits or other compensation to any Park Authority employee.

c. **Members' Benefits.** Park Authority Employees, if any, shall be and remain the Park Authority employees, and shall have no right to any pension, merit, or other benefits whatsoever from the Members for any services provided to the Park Authority.

13. **Services.**

b. **Support Services.** The following may be provided by the County, the City and/or private contractors based on Board and/or staff recommendations and as approved by the Board, including but not limited to, attorney, auditing, environmental support, civil service executive director, personnel, payroll, purchasing, treasurer, risk management, information services, communication telephone services, fleet management, and insurance. As said services are determined necessary, the Board may request them from the County, the City or private contractor which shall perform said services upon such terms and conditions negotiated between the Park Authority and the service provider. The County and/or City agree to maintain separate, accurate and complete records of services performed by any of its agencies in providing such services and to make such records available upon request to the parties hereto or to the Board or to the staff. Providers of such services shall be reimbursed from user fees for the actual cost of such services actually performed.

15. **Ordinances.** From time to time, the Members may adopt or amend their own ordinances as the Members deem necessary to implement, provide for and protect the public health, safety and welfare of its citizens. The Park Authority may from time to time recommend amendments to the Members' respective ordinances so that such ordinances are consistent with modern parks and recreation practices. Each Member shall cause its governing body to give due consideration to adoption of any such ordinances proposed by the Park Authority from time to time.

16. **Reports and Notice of Performance.** The Park Authority shall provide reports and notices as determined by the Board which shall include, but not be limited to:

a. **Quarterly Reports.** On a calendar quarter basis, the Park Authority shall provide a fiscal report to the Members detailing revenues and expenditures of the Park Authority for the preceding quarter.

b. Annual Report. On an annual calendar basis, the Park Authority shall provide an annual report and present such report to the respective Members at a regularly scheduled meeting. The annual report shall detail the operation, maintenance, and capital improvements from the preceding year. For the Initial Term, the County will present the annual report to the Park Authority for the Board's approval and adoption.

d. Additional Disclosure. From time to time, the Park Authority shall, upon request, provide to a Member, private, controlled or protected information under the Government Records Management Act ("GRAMA").

17. Indemnification. The Park Authority and the Members are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63G-7-101, *et seq.*) (the "Immunity Act.") Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The Park Authority and the Members do not waive any defenses otherwise available under the Immunity Act nor does any Member or the Park Authority waive any limits of liability currently provided by the Immunity Act. The Park Authority shall defend, indemnify, save and hold harmless the Members (including their respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the services provided, or to be provided, by the Park Authority hereunder, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of the Members, or their respective elected or appointed officers or employees. Similarly, each Member shall defend, indemnify, save and hold harmless the other Members and the Park Authority (including their respective elected and appointed officers and employees) from and against any and all demands, liability, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the actions or failure to act of a Member, except to the extent where such demands, claims, actions or proceedings may result from the negligence or misconduct of one or more other Members or by the Park Authority, or their respective elected or appointed officers or employees. Finally, each Member shall defend, indemnify, save and hold harmless the Park Authority or the Members (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from actions of that Member's elected and appointed officers or employees; the Park Authority's enforcement of any ordinances of that Member that is alleged to be unconstitutional; or improper disclosure by that Member of private, controlled, or protected information under the provisions of GRAMA. The Park Authority is considered a governmental entity for purposes of the Act, including the defense and indemnification of employees, volunteers and Members of the Board.

18. Term. This Agreement is effective upon the signature of the last member to sign the Agreement (as indicated by the date below the signing authority's signature) and unless sooner terminated as provided herein shall terminate fifty years (50) from the date of execution.

20. Withdrawal. A Member may withdraw from the Park Authority by providing the non-withdrawing Member and the Park Authority one year's advance written notice and submitting

payment to the non-withdrawing member an amount equal to five years of the withdrawing Member's portion of the fee (the "Withdrawal Fee"). The Withdrawal Fee will be based on an average of the past three years, or based on a reasonable estimated average by the non-withdrawing party if withdrawal occurs within the first three years. Upon the effective date of the withdrawal, the withdrawal, the Park Authority will dissolve. Prior to such dissolution, the Park Authority shall cause ownership in all assets held by the Park Authority to be transferred solely to the non-withdrawing party. The provisions in this Section 20 governing withdrawal and the distribution of assets and liabilities are to be interpreted and applied separate and apart from the provisions for Dissolution under Section 29 of this Agreement.

22. **Nonfunding.** The Members acknowledge that funds are not presently available for performance of this Agreement beyond the close of their respective fiscal years. Each Member's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. If no funds or insufficient funds are budgeted and appropriated in any fiscal year, or if there is a reduction in appropriations of the Member resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation as to such fiscal year, but instead shall terminate and become null and void for that Member on the first day of the fiscal year for which funds were not budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Except as provided in Section 25 below, "Failure to Pay Fee," such nonfunding shall not be construed as a breach of or default under this Agreement shall be without penalty, additional payments, or other charges of any kind whatsoever to the Member, and no right of action for damages or other relief shall accrue to the benefit of the Park Authority or its successors or assigns as to this Agreement, or any portion thereof, which may so terminate and become null and void.

25. **Failure to Pay Fee.** Notwithstanding anything in this Agreement to the contrary, if any Member fails to pay its Fee within the time period specified in this Agreement, or fails to appropriate and budget its Fee (under the nonfunding provisions contained in section 21 above, or otherwise), for whatever reason, then, the nonfunding Member shall immediately be deemed to have withdrawn from the Park Authority, and the provisions and requirements of Section 20 of this Agreement will apply, minus the one-year notice requirement.

26. **Financial.** Except for UTAH CODE ANN. §§ 10-6-133 and 10-6-134, the Park Authority shall comply with the accounting, reporting, budgeting, and auditing requirements of a city of the third class as set forth in UTAH CODE ANN. § 10-6-101, *et seq.* The functions of budget officer, city recorder, city treasurer or any other defined function with respect to the Park Authority shall be determined by rule adopted by the Board pursuant to section 6(a) above.

27. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Members as set forth below:

Salt Lake County: County Mayor
2001 South State, N-2100
Salt Lake City, UT 84190

with a copy to: District Attorney
35 East 500 South
Salt Lake City, UT 84111

South Jordan City: South Jordan Mayor
1600 W Towne Center Drive
South Jordan UT 84096

with a copy to: City Recorder
16000 W Towne Center Drive
South Jordan UT 84096

28. **Claims and Disputes.** Claims, disputes, and other issues between the Members arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, the Park Authority shall carry on the services during any such litigation and the Members shall continue to make payments to the Park Authority in accordance with the terms of this Agreement.

29. **Dissolution.** The Park Authority may be dissolved and operations terminated upon the unanimous written consent of all the then Members. Upon dissolution, any leases or service agreements shall terminate. Upon such dissolution, or upon the expiration of the fifty year term of this Agreement, the Regional Park will be transferred to the Members through a quitclaim deed as joint owners as tenants in common. Personal property actually contributed by a Member shall be returned to such Member and any remaining assets (whether real property or personal property) of the Park Authority shall be distributed to each member, or the value thereof, equally. Any unpaid liabilities of the Park Authority shall be paid equally by the Members. Such liability is a joint liability.

30. **Additional Provisions.** The following provisions also are integral to this Agreement:

b. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

c. **Plurals.** Whenever the context may require, the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

d. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

e. Integration. This Agreement constitutes the entire agreement between the Members pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

f. Time. Time is the essence hereof.

g. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

h. Waiver. No failure by any Member to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Member may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Member. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

i. Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

j. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

k. Exhibits. All exhibits attached to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

l. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

m. Approval by Attorneys. This Agreement shall be submitted to the authorized attorneys for each of the Members for approval in accordance with UTAH CODE ANN. §11-13-202.5.

n. Amendment. This Agreement may not be amended or modified in any respect except by the Members in writing.

o. No Third Party Beneficiaries. This Agreement is entered into by the parties solely for the benefit of the parties hereto. No obligation, benefit or rights are intended to be created or are created in any third party by execution hereof.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its City Council, a certified 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 duly adopted by its Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor or designee and attested by the County Clerk.

SALT LAKE COUNTY

By Mike Reberg
Jennifer Wilson, Mayor
Date signed: 6/18/2020

Department Approval **Holly Yocom**
By _____
Department Director

Digitally signed by Holly Yocom
Date: 2020.06.03
10:05:44 -06'00'

Division Approval **Martin J. Jensen**
By _____
Department Director

Digitally signed by Martin J. Jensen
Date: 2020.06.03
10:14:55 -06'00'

Approved as to form and legality:
David A. Johnson
2020.05.28
16:11:48 -06'00'

Salt Lake County Deputy District Attorney

ATTEST:

South Jordan City

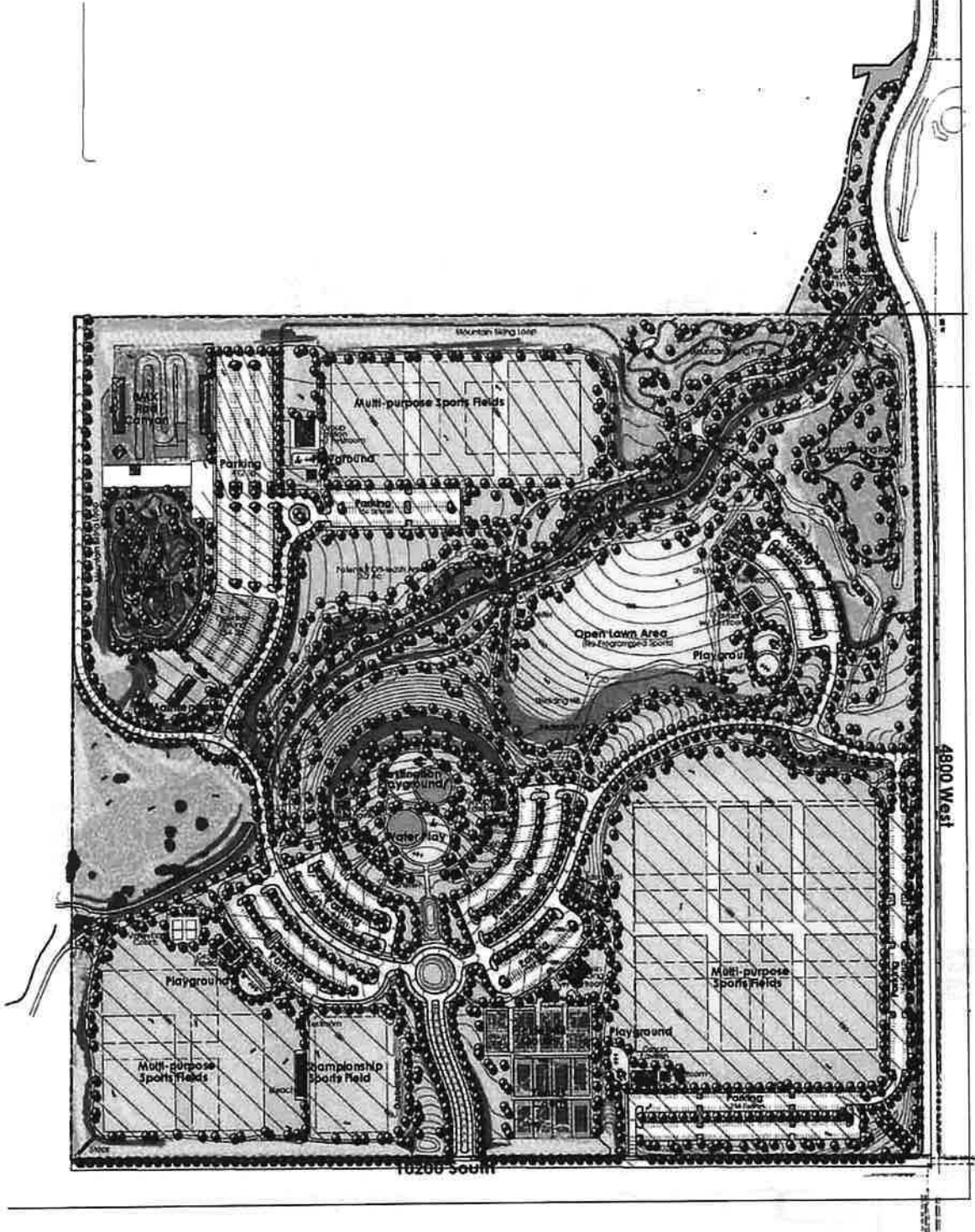
Anna Crookston
Anna West, City Recorder, Anna Crookston
Date signed: April 22, 2020

By: Dawn Ramsey
Dawn Ramsey, Mayor
Date signed: April 22, 2020

Approved as to form and legality:

[Signature]
City Attorney





Dawn R. Ramsey, *Mayor*
Patrick Harris, *Council Member*
Bradley G. Marlor, *Council Member*
Donald J. Shelton, *Council Member*
Tamara Zander, *Council Member*
Jason T. McGuire, *Council Member*



PH: 801.446-HELP @SouthJordanUT

NOTICE TO TRANSFER PROPERTY

NOTICE TO TRANSFER PROPERTY. Pursuant to South Jordan Municipal Code § 1.32.010, the City of South Jordan hereby gives notice of its intent to transfer property (South Jordan Fitness and Aquatics Center) located at 10866 S Redwood Rd (3.16 acres, approx.) and property located at 9850 S 4800 W (Parcel No 26-12-277-043, 2.74 acres approx.), to Salt Lake County.

Notice is hereby given of a Public Hearing during the regular City Council meeting which begins at 6:30pm on Tuesday, April 21, 2020 at South Jordan City Council Chambers (1600 W Towne Center Drive South Jordan UT 84095), or if public gatherings are restricted the meeting may be held electronically, via zoom phone and video conferencing. The method in which the hearing will be conducted will be posted on the April 21, 2020 City Council agenda which will be published by the end of the day April 17, 2020. Written comments will be accepted up to 3:00 p.m. on April 201, 2020 by email to Don Tingey @ dtingey@sjc.utah.gov.