

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective this 8th day of February, 2022, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and **WEST VALLEY CITY**, a Utah municipal corporation (the “*City*”).

RECITALS:

A. UTAH CODE ANN. § 11-13-202 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 City and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act).

D. The conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act.

E. The County owns parcels of real property in the City known as Hillsdale Park located at approximately 3090 West Tess Ave, West Valley City, Utah (Parcel No. 15-28-301-025), which is real property in the public use as a public park. The land for Hillsdale Park was acquired using federal Land Water Conservation funds and is subject to restrictions on use.

F. The County desires to formally transfer and convey to the City, and the City desires to formally take and receive from the County, Hilldale Park for the purposes and on the terms and conditions set forth in this Agreement.

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 CONVEYANCE

The County shall convey Hillsdale Park to the City via a quit-claim deed for the purpose of operating and maintaining a neighborhood park. Upon transfer, the City shall be solely responsible for maintaining Hillsdale Park and shall repair or replace improvements thereon as necessary to maintain their function and use. The deed conveying Hillsdale Park shall include a perpetual restriction requiring Hillsdale Park to be used by City or its successors in interest solely

as a public park or open space, and in the event City ceases using any portion of Hillsdale Park as a public park or open space, that Hillsdale Park will revert to the County in its entirety. In addition, the deed for Hillsdale Park will include language referencing the federal Land Water Conservation Fund requirements. The quit-claim deed for Hillsdale Park shall be in substantially the same form as that attached hereto as Exhibit A.

ARTICLE 2 CONSIDERATION

City agrees, without cost to the County, to maintain Hillsdale Park as open space and public parks for the benefit of the community. In accordance with Section 11-13-214 of the Interlocal Cooperation Act, County and City agree that in consideration of the mutual benefit afforded the citizens of City and County and City's agreement to maintain and operate the Parks as neighborhood parks, the County will convey Hillsdale Park to City for no fee.

ARTICLE 3 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 Hillsdale Park shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to real property contemplated by this Agreement shall so survive such exchange of title 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.

ARTICLE 4 ADDITIONAL PROVISIONS

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 Mayor or 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 in accordance with this Agreement.

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

(n) Manner of Acquiring, Holding or Disposing of Property. The Parks shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

(o) Termination. There is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

(p) 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.

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

(r) 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.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or her designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

Director of Salt Lake County Parks and Recreation

Approved As To Form and Legality:

R. Christopher Preston, Deputy District Attorney



WEST VALLEY CITY, a Utah municipality

By Karen Lang
Karen Lang, Mayor

ATTEST:
Nichole Camac
Nichole Camac, City Recorder

Approved As To Form and Legality:

Brandon Hill
Brandon Hill, Deputy City Attorney

Exhibit A
To Interlocal Cooperation Agreement
Quit Claim Deed – Hillsdale Park