

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 2019, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, UTAH** (the "*MBA*").

R E C I T A L S:

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 the MBA are public agencies for purposes of the Act.

D. On behalf of Salt Lake County Library Services, the County acquired title certain parcels of real property located at 9786 South Prosperity Road, West Jordan, Utah, identified as Parcel No. 26-11-151-005 ("*West Jordan Parcel*"), and approximately 11302 South Grandville Avenue, South Jordan Utah, identified as Parcel No. 26-24-176-003 ("*Daybreak Parcel*"), which parcels more fully described in Exhibit A (the West Jordan Parcel and the Daybreak Parcel are collectively referred to herein as the "*Property*").

E. The MBA has the authority to issue bonds for the purpose of constructing certain public projects, and pursuant to this authority, proceeds of certain bonds will be used to finance construction projects on the Property (the "*Projects*") for the ultimate benefit of the County and its citizens.

F. The County is willing to convey the Property to the MBA to permit the construction of the Projects.

G. The County and the MBA have agreed to transfer and convey the Property to the MBA Property for the purpose of constructing the Projects on condition that the Property shall be reconveyed to the County once the bonds used for financing the Projects have been retired.

F. The parties, wishing to memorialize their arrangement, enter into this Agreement.

A G R E E M E N T:

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:

Section 1. **Conveyance.** Contemporaneously herewith, the County shall convey and transfer the Property to the MBA by executing and delivering to MBA a quitclaim deed (the "*Deed*") in substantially the form attached hereto as Exhibit B.

Section 2. **Consideration.** As consideration for this transaction, the MBA will reimburse the County for the purchase price of the properties and the construction costs incurred to date. Once the bonds have been retired, the MBA shall transfer the Property back to the County.

Section 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 the Property described in Exhibit A shall be accomplished promptly. 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 4. **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 MBA's Mayor or designee. 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 the MBA 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 Property 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 5. **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 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. 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 or 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 or County ordinances.

IN WITNESS WHEREOF, the MBA, by resolution duly adopted by it, caused this Agreement to be signed by its Chair; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved As To Form and Legality:

 Digitally signed by Robert
Preston
Date: 2019.03.12 13:24:26 -06'00'

R. Christopher Preston, Deputy District Attorney

**MUNICIPAL BUILDING AUTHORITY OF
SALT LAKE COUNTY, UTAH**

By _____
Chair

Approved As To Form and Legality:

 _____
Craig Wangsgard, Deputy District Attorney

WHEN RECORDED, RETURN TO:
Salt Lake County
c/o Salt Lake County Real Estate Section
2001 South State Street, #S3-110
Salt Lake City, UT 84114

Tax I.D. No. 26-11-151-005

QUIT CLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, Utah, hereby quit claims to MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, UTAH, GRANTEE, of Salt Lake County, Utah, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

See Exhibit A

IN WITNESS WHEREOF, GRANTOR has caused this Quit Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 2019.

SALT LAKE COUNTY

By _____
Mayor or Designee

By _____
Salt Lake County Clerk



[Acknowledgements on following page]

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

On this _____ day of _____, 2019, personally appeared before me _____, who being duly sworn, did say that s/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.

NOTARY PUBLIC
Residing in Salt Lake County

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

On this _____ day of _____, 2019, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that she is the Clerk of Salt Lake County, and that the foregoing Quit Claim Deed was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

Exhibit A

That certain Real Property located in Salt Lake County, Utah, to wit:

PARCEL 1:

LOT 31A, AMENDED LOT 31 BINGHAM BUSINESS PARK PHASE 1, ACCORDING TO THE OFFICIAL PLAT RECORDED MAY 10, 2011 AS ENTRY NO. 11180414, IN BOOK 2011P OF PLATS AT PAGE 57 IN THE OFFICE OF THE RECORDER, SALT LAKE COUNTY, UTAH.

PARCEL 2:

RECIPROCAL DRIVEWAY EASEMENT AGREEMENT RECORDED MAY 9, 2008 AS ENTRY NO. 10424493 IN BOOK 9605 AT PAGE 2709 OF THE OFFICIAL RECORDS.

Tax I.D. No. 26-11-151-005

WHEN RECORDED, RETURN TO:
Salt Lake County
c/o Salt Lake County Real Estate Section
2001 South State Street, #S3-110
Salt Lake City, UT 84114

Tax I.D. No. 26-24-176-003

QUIT CLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, Utah, hereby quit claims to MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, UTAH, GRANTEE, of Salt Lake County, Utah, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

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SALT LAKE COUNTY

By _____
Mayor or Designee

By _____
Salt Lake County Clerk



[Acknowledgements on following page]

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 : ss.
COUNTY OF SALT LAKE)

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Residing in Salt Lake County

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 : ss.
COUNTY OF SALT LAKE)

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NOTARY PUBLIC
Residing in Salt Lake County

Exhibit A

That certain Real Property located in Salt Lake County, Utah, to wit:

LOT C-101, DAYBREAK SOUTH STATION LIBRARY AMENDING LOT T4 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED OCTOBER 1, 2018 AS ENTRY NO. 12859603 IN BOOK 201 8P OF PLATS AT PAGE 338 IN THE OFFICE OF THE RECORDER, SALT LAKE COUNTY, UTAH.

Tax I.D. No. 26-24-176-003

