

RESOLUTION NO. _____

ADOPTED _____, 2024

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AVAILABLE FOR DISPOSITION, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT FOR THE CONVEYANCE OF THE PROPERTY TO WEST VALLEY CITY

RECITALS

A. In 1984, Salt Lake County (“County”) obtained title by tax deed to a parcel of real property located at approximately 3578 South Acoma Street, West Valley City, Utah, also known as Parcel No. 14-36-201-005 (the “Property”). The Property is not currently in public use by the County.

B. West Valley City (the “City”) has offered in writing to purchase the Property for One Hundred Five Dollars (\$105.00), which is the amount of the back taxes and fees owed on the Property, to use as part of a public project.

C. Because the Property has no use to County and will be placed in public use by the City, the Salt Lake County Real Estate Section has determined that payment of One Hundred Five Dollars (\$105.00) is full and adequate consideration to cover back taxes and fees for the conveyance of the Property.

D. Proceeds from the sale of County’s interest in the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

E. It has been determined that the best interest of County and the general public will be served by the sale and conveyance of County’s interest in the Property for the sum of One Hundred Five Dollars (\$105.00). The sale and conveyance will be in compliance with all applicable state statutes and county ordinances.

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

the real property constituting the Property to be conveyed to the City be and the same is hereby declared available for disposition.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of said parcel of real property by quitclaim deed to the City for the agreed consideration, as provided in the Interlocal Cooperation Agreement attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute the original of said Interlocal Cooperation Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Interlocal Cooperation Agreement to execute the Quitclaim deed, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to the City upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2024.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

REVIEWED AS TO FORM AND LEGALITY:

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2024, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and **WEST VALLEY CITY**, a Utah municipal corporation with a business address located at 3600 South Constitution Blvd., West Valley City, Utah 84119 (“City”). County and City may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, City and 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); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, County owns a parcel of real property located at approximately 3578 South Acoma Street, West Valley City, Utah, Parcel No. 14-36-201-005, and as further described in Exhibit 1 to the quitclaim deed attached hereto as Exhibit A (the “Property”) and incorporated herein by this reference, which was struck off to County after a tax sale on May 23rd, 1984, and recorded on August 2nd, 1984, as Entry No. 3975049, in Book 5578, at Page 1679, in the office of the Salt Lake County Recorder; and

WHEREAS, County has determined that the Property is not currently in public use and the outstanding tax amount on the Property is One Hundred Five Dollars (\$105.00); and

WHEREAS, City desires to purchase the Property for the outstanding tax due on the Property to use the Property in a public project, i.e., part of a storm drain system; and

WHEREAS, County desires to formally sell, transfer, and convey the Property to City, and City desires to formally purchase, take, and receive the Property from County, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the stated Recitals, which are incorporated herein by reference, and the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyance.** County shall convey the Property to City via quitclaim deed, the form of which is attached hereto as Exhibit A, and incorporated herein by this reference, for the purpose of operating and maintaining a storm drain system.

Section 2. **Consideration.** In consideration for conveying the Property by quitclaim deed, City shall pay County One Hundred Five Dollars (\$105.00 the “Purchase Price”).

Section 3. **No Representations.** County makes no representations as to the title conveyed, nor as to City's right of possession of the Property. Similarly, County makes no warranties or representations as to whether the Property is buildable or developable, nor does County make any representations regarding whether the Property complies with applicable zoning regulations. County does not warrant or represent that the Property is habitable or in any particular condition. County also makes no warranties or representations regarding the accuracy of the assessment of the Property or the accuracy of the description of the real estate or improvements therein.

Section 4. **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 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 fifty (50) years.

Section 5. **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 City's Manager 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 a 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 City 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 the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

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 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 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 (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, 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 County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or her designee.

[Signature Page Follows Below]

SALT LAKE COUNTY:

By: _____
Mayor or Designee

Recommended for Approval:

Salt Lake County Real Estate

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2024.06.24 14:28:21 -06'00'

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

WEST VALLEY CITY:

By: *Karen Lang*
Mayor or Designee

Recommended for Approval:

Coby Wilson Digitally signed by Coby
Wilson
Date: 2024.07.02
09:59:49-06'00'

West Valley City Engineer



ATTEST:

Nirhale Cornau

West Valley City Recorder

Reviewed and Advised As To Form and Legality:

Brandon Hill

Brandon Hill, Assistant City Attorney

Exhibit A
Quitclaim Deed

On this __ day of _____, 2024, personally appeared before me _____,
who being duly sworn, did say that s/he is the CLERK of Salt Lake County and that the
foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a
resolution of the SALT LAKE COUNTY COUNCIL.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

Reviewed and Advised as to Form and Legality:

__Exhibit Example _____
John E. Diaz
Senior Deputy District Attorney
Salt Lake County

EXHIBIT 1
(Legal Description)

BEG NW COR LOT 62, WESTWARD TERRACE #9; E 7.278 FT; N 0°09'
55" W 80 FT; W 3.84 FT M OR L; S 2°17'37" W 80.06 FT M OR L
TO BEG. 0.01 AC M OR L

EXHIBIT B
QUITCLAIM DEED

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. No. 14-36-201-005

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to West Valley City, a Utah municipal corporation (hereinafter referred to as "Grantee"), the following described parcel of land located at approximately 3578 South Acoma Street, West Valley City, Utah, (the "Property"), and as more specifically described in Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 2024.

SALT LAKE COUNTY

By: _____
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

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

On this __ day of _____, 2024, 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.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

On this __ day of _____, 2024, personally appeared before me _____, who being duly sworn, did say that s/he is the CLERK of Salt Lake County and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

EXHIBIT 1
(Legal Description)

Parcel No.: 14-36-201-005

BEG NW COR LOT 62, WESTWARD TERRACE #9; E 7.278 FT; N 0°09'
55" W 80 FT; W 3.84 FT M OR L; S 2°17'37" W 80.06 FT M OR L
TO BEG. 0.01 AC M OR L