

Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

12.2

Date Received (office use)	25 January 2017
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Date of Request	25 January 2017
Requesting Staff Member	Rick Graham
Requested Council Date	31 January 2017
Topic/Discussion Title	Interlocal and TRCC funding agreement - Kearns Athletic Training & Event Center
Description	<p>Salt Lake County, Kearns Oquirrh Park Fitness Center and the Utah Olympic Legacy Foundation are all parties to an interlocal agreement that will result in the construction of the Kearns Athletic Training and Event Center (Connector Building) soon to begin construction in early 2017.</p> <p>The new facility will connect the Olympic Oval with the Kearns Fitness Center. It will allow for the expansion of the fitness center, create public use and event space and will include a state-of-the-art training facility and health clinic for the US Speedskating Association. The County will provide \$4.0 million in TRCC funding and be guaranteed access to public meeting space and a dedicated office space for the Kearns Metro Township Council and its affiliate community organizations. Total cost of the project is \$11.0 million.</p>
Requested Action¹	Approval of Resolution, authorizing the Interlocal Agreement
Presenter(s)	Rick Graham, Office of Township Services
Time Needed²	20 minutes
Time Sensitive³	Yes
Specific Time(s)⁴	n/a
Contact Name & Phone	Rick Graham x87054 or 801-514-7994
Please attach the supporting	*Final documents will be submitted by Friday deadline.

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.
² Assumed to be 10 minutes unless otherwise specified.
³ Urgency that the topic to scheduled on the requested date.
⁴ If important to schedule at a specific time, list a few preferred times.

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2017

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING, COUNTY ACCESS AND USE AGREEMENT, AND TRCC CONTRIBUTION AGREEMENT IN RELATION TO THE FINANCING, CONSTRUCTION, AND USE OF THE UTAH OLYMPIC OVAL INTERCONNECT FACILITY

RECITALS

A. Salt Lake County (the "County") is a county existing pursuant to Article XI, Section 1 of the Utah Constitution. The Utah Athletic Foundation dba Utah Olympic Legacy Foundation (the "UOLF") is a charitable organization meeting the requirements of Section 501(c)(3) of the Internal Revenue Code and is classified as a "public charity" by the Internal Revenue Service. The Oquirrh Recreation and Parks District (the "District") is a political subdivision of the State of Utah and operates the Kearns Oquirrh Park Fitness Center (KOPFC).

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. In 2016, UOLF requested \$4 million of TRCC Funds from the County to help finance the construction of a multi-use athlete training, public fitness, and meeting and conference center building adjacent to the Utah Olympic Oval and the KOPFC (the "Interconnect Facility"). The Interconnect Facility will be set up as a commercial condominium project and will be jointly owned by the District and UOLF, and used in part by the County, to further the objectives of the District, UOLF, and the County. Design and construction of the Interconnect Facility will be overseen by a three member Construction Oversight Board ("COB"), comprised of one representative from UOLF, one representative from the District, and one representative from the County. During construction, it is anticipated the UOLF will be the contracting party with the architect and general contractor on behalf of the UOLF and the District. In return for the County's financial contribution toward the Interconnect Facility, the UOLF and the District will grant the County a license to use certain space within the building at certain times for a period of no less than thirty (30) years, which license may be subsequently sublicensed or assigned or the Kearns Metro Township as determined by the County.

D. The County, UOLF, and the District now desire to enter into the Memorandum of Understanding attached hereto as **ATTACHMENT A** and the County Access and Use Agreement attached to the Memorandum of Understanding as Exhibit "C." Additionally, the

County and UOLF now desire to enter into the TRCC Contribution Agreement attached to the Memorandum of Understanding as Exhibit "D." The County Council believes that its contribution to UOLF under the TRCC Contribution Agreement in relation to the Interconnect Facility will contribute to the prosperity, peace, order, comfort, and convenience of Salt Lake County residents.

E. Furthermore, since County and the District are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the "Cooperation Act"), the County and the District acknowledge that the provisions of the Cooperation Act apply to the Memorandum of Understanding and the County Access and Use Agreement as between the County and the District. As such, the County and the District intend to follow the provisions of the Cooperation Act in the review, adoption, execution and retention of such agreements, as indicated in the agreements.

RESOLUTION

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

1. That the Memorandum of Understanding between the County, UOLF, and the District is approved in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor or his authorized designee is authorized to execute the same.
2. That the County Access and Use Agreement between the County, UOLF, and the District is approved, in substantially form attached to the Memorandum of Understanding as Exhibit "C," and that the Salt Lake County Mayor or his authorized designee is authorized to execute the same.
3. That the TRCC Contribution Agreement between the County and UOLF is approved, in substantially the form attached to the Memorandum of Understanding as Exhibit "D," and that the Salt Lake County Mayor or his authorized designee is authorized to execute the same.
4. That the Memorandum of Understanding, County Access and Use Agreement, and TRCC Contribution Agreement will become effective as stated in each agreement.

[The balance of this page was left blank intentionally – Signature page follows]

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2017.

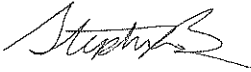
Steve Debry, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley
Council Member Bradshaw
Council Member Burdick
Council Member DeBry
Council Member Granato
Council Member Jensen
Council Member Newton
Council Member Snelgrove
Council Member Wilson

APPROVED AS TO FORM:
Digitally signed by
 Stephen Barnes
Date: 2017.01.30
10:55:13 -07'00'

Deputy District Attorney

ATTACHMENT A

Memorandum of Understanding between the County, UOLF, and the District

(The County Access and Use Agreement is attached to the Memorandum of Understanding as Exhibit "C" and the TRCC Contribution Agreement is attached to the Memorandum of Understanding as Exhibit "D")

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between the UTAH ATHLETIC FOUNDATION dba "Utah Olympic Legacy Foundation" ("UOLF"), OQUIRRH RECREATION AND PARKS DISTRICT, a political subdivision of the State of Utah (the "District"), and SALT LAKE COUNTY, a body politic and corporate pursuant to the laws of the State of Utah (the "County"), each a "Party" and collectively the "Parties" herein.

Recitals

A. UOLF currently leases and operates the Utah Olympic Oval Facility (the "Oval") pursuant to a "Temporary Lease Agreement (Utah Olympic Oval)" between the District as "Landlord" and UOLF as "Tenant", dated as of July 1, 2008 (the "Temporary Lease"), and subject to certain surviving terms of a "Speed Skating Oval Agreement" dated as of August 1, 1993 (the "Oval Agreement").

B. The District, UOLF and the County desire to facilitate the development and construction of a multi-use athlete training, public fitness, and public meeting and event building, including meeting rooms (the "Interconnect Facility") adjacent to the Oval and the District's existing Fitness Center, to be established as a "commercial condominium project" as defined in the Condominium Ownership Act, Utah Code Ann. § 57-8-1, et seq., with the condominium units to be owned by the District and UOLF, and used in part by the County, to further the objectives of the District, UOLF and the County. The County desires to assist Kearns Metro Township (the "Township"), which will come into existence in January 2017, in obtaining the right to use certain office meeting space in the Interconnect Facility as provided herein.

C. The Parties have obtained funding commitments from governmental and community sources, and are willing to commit funds as set forth herein, which are in the aggregate sufficient to develop and construct the Interconnect Facility.

D. UOLF, the District and the County desire to proceed expeditiously to cooperate in the development and construction of the Interconnect Facility, and UOLF and the District desire to enter into a long term lease of the Oval, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Long Term Lease of Oval. Concurrently with commencement of construction of the Interconnect Facility as set forth below, the District will enter into a long term lease in ordinary and customary form of the Oval to UOLF, or to its designated affiliate or wholly owned and controlled subsidiary, provided that if the lease is to an affiliate or subsidiary of UOLF, UOLF shall fully guarantee performance of the obligations of such affiliate or subsidiary, which lease shall incorporate the following terms and conditions.

Term:	thirty (30) years, with two (2) twenty (20) year renewal options;
Rent:	annual rent of \$15.00 per year;
Premises:	the leased premises to include the Oval. The land on which the solar power facilities are located, and the parking areas, shall be subject to long term leases, easements or irrevocable licenses, consistent with UOLF's long term interests in the Oval and the Interconnect Facility as described below;
Operating Expenses:	UOLF to pay all utilities, maintenance, repairs, and other costs of operation of the Oval on a "triple net" basis consistent with paragraph 4 of the Temporary Lease;
Capital Expenses:	UOLF to pay all Capital Expenses related to maintaining, repairing and improving the Oval. At the expiration of the Term of the Oval lease as it may be extended, or upon earlier termination, and in the event the District elects not to continue operation of the Oval, the parties agree to cooperate in jointly seeking and applying for state funds to effect repurposing of the Oval, which repurposing shall be at the District's option. The parties also agree to cooperate in jointly seeking and applying for state funds in the event that during the term of the Oval lease, the Oval requires replacement of major capital items, such as the roof, generators, HVAC systems, etc.
Use by District Patrons:	Members of the public residing within the District, or purchasers of a use pass from the District will be provided with benefits as stated in paragraph 3 of the Temporary Lease.
Other Terms:	Lease terms, including insurance and indemnity to be generally consistent with those now set forth in the Temporary Lease, including shared use of certain parking facilities serving the Oval located on District property.

2. Development of Interconnect Facility. UOLF has at its expense engaged GSBS Architects to provide a preliminary plan and design, and to provide cost estimates for the construction of the Interconnect Facility. Based on the architect's current concept plan and cost estimates, UOLF anticipates the need to reduce the project scope to fit within a total project budget of \$11,400,000.

A. *Description of Interconnect Facility.* The building comprising the Interconnect Facility shall be a two-story approximately 35,000 square foot, more or less, condominiumized multi-use building (the "Building"). Approximately 36.0% of the space in the

Building will be owned by the District as a commercial condominium unit and used for expansion of the Fitness Center operated by the District (the "District Unit"); approximately 17.4% of the space in the building consisting of the meeting spaces designated on the "Floor Plans" described below and dedicated office space (which the County anticipates it will assign to the Township for use by the Township, and its affiliated community councils), shall be jointly owned by the District and UOLF as a commercial condominium unit (the "Joint Unit"), and operated pursuant to a "Joint Operating Plan" between the District and UOLF (the "Joint Operating Plan") and which will be subject to an access license or use agreement executed by the District and UOLF in favor of the County, in form acceptable to the County (including anticipated use for the Township public meetings, its affiliated community councils, and other official community events, which shall be in addition to the anticipated Township's right to use the dedicated office space), as provided below (the "County Use Agreement"); and the remaining approximately 46.6% of space in the Building will be owned by UOLF as a commercial condominium unit (the "UOLF Unit"), and leased to and used as offices by the United States Speedskating Association ("USS"), and otherwise used as determined by UOLF, which uses are anticipated to include office space, a sports medicine clinic, an Olympic skating display or museum, and other uses as determined by UOLF. The "Common Areas" in the Building will be appurtenant to the commercial condominium units, with the District and UOLF each owning an undivided interest in the Common Areas equivalent to their respective percentage ownerships in the commercial condominium units. The ownership of the commercial condominium units in the Building and contemplated and conceptual uses of the space within the Interconnect Facility are depicted in the "Floor Plans" on Exhibit "A" attached hereto. The Joint Operating Plan is attached as Exhibit "B" hereto.

B. *Cost of Interconnect Facility.* The estimated \$11,400,000 total project cost of the Interconnect Facility will be paid from financial contributions as follows:

Salt Lake County	\$ 4,000,000
State of Utah (via UOLF)	\$ 3,000,000
District	\$ 2,200,000
UOLF	\$ 1,200,000
USS (via UOLF)	<u>\$ 1,000,000</u>
	\$11,400,000

The Parties anticipate that the construction contract for the Interconnect Facility will be a "guaranteed maximum price" or "GMP" contract. To the extent feasible and legally permissible, the funds to construct the Interconnect Facility will be contributed and escrowed in a segregated account under the following schedule: \$3,000,000 State of Utah Funds (via UOLF) by no later than December 31, 2016; \$4,000,000 SL County TRCC funds by February 28, 2017; \$2,200,000 District funds by September 1, 2017, and \$2,200,000 UOLF & USS funds (via UOLF) by December 1, 2017.

In addition to the County's contribution of TRCC funds toward construction of the Interconnect Facility as set forth above, it is anticipated that the County, subject to appropriate County approvals, will commit an additional \$1,000,000 contribution from other County sources

towards exterior site improvements that affect the immediate surroundings of the Interconnect Facility and that create a public space for the general public that reasonably connects the Building to the County's "Oquirrh Park". These additional site improvements are linked to a broader Oquirrh Athletic Park Campus plan being developed by the County with participation from other parties including the District and UOLF.

C. *Ownership of Facility.* The Interconnect Facility will be constructed on property currently owned by the District (the "Interconnect Ground"). The District will enter into an unsubordinated, long term (50 year) ground lease of the Interconnect Ground to UOLF for \$15.00 per year (the "Ground Lease"), with two options to extend the term for twenty five (25) years each, and containing such terms as are ordinary and customary, including the reversion of the improvements to the District upon expiration of the Ground Lease. The District and UOLF will enter into a condominium record of survey map with respect to the Interconnect Facility to be constructed on the Interconnect Ground, depicting the District Unit, the Joint Unit, the UOLF Unit, and the Common Areas, and which provides that the Interconnect Ground will be used for the condominiumized building comprising the Interconnect Facility so long as the Ground Lease is in effect. The Interconnect Facility will be considered a "leasehold condominium", as that term is defined in the Utah Condominium Ownership Act, Utah Code Ann. § 57-8-1, *et seq.*, such that the UOLF's ownership in the UOLF Unit and the Joint Unit, and leasehold interest in the Interconnect Ground will expire naturally upon the termination of the Ground Lease, at which time all ownership interests in the Interconnect Ground and the Interconnect Facility revert back to the District. The District and UOLF will enter into a condominium declaration in ordinary and customary form, with respect to the Interconnect Facility. The condominium declaration will contain such cross-easement, access, common-wall, common area and other mutual rights as are ordinary and typical in a condominiumized commercial building, and which will allow for a seamless look and feel at the Interconnect Facility, subject to the District's membership and use restrictions applicable to the District Unit, UOLF's lease to USS, other leases to a potential sports medicine provider, the County's access license or use agreement, and other leases, use agreements, or arrangements related to the UOLF Unit.

D. *Construction of Interconnect Facility.* Design and construction of the Interconnect Facility will be overseen by a three member Construction Oversight Board ("COB"), comprised of one representative from UOLF, one representative from the District, and one representative from the County. The board member appointed by UOLF will act as a chair of the COB, and will oversee administrative issues related to the COB. UOLF has hired a third-party "owner representative" to interact with the architects and contractors on behalf of the COB, to oversee actual construction, and to regularly report to the COB on design and construction progress and issues which arise with respect to construction of the Interconnect Facility. More particularly, UOLF has pursuant to an RFQ process, with the approval of the District and the County, hired Millcreek Consulting (Steve Brown) as "owner representative" to represent the interests of all Parties to this Agreement in the construction of the Interconnect Facility. The terms of the written contract with Millcreek Consulting are subject to review and approval of the COB, which approval shall not be unreasonably withheld, qualified, conditioned or delayed by any board member. UOLF will be the "contracting party" with the architect and general contractor on behalf of UOLF and the District for the Interconnect Facility, subject to any

applicable legal restrictions. Upon completion of construction of the Interconnect Facility, the COB will become the Interconnect Facility Oversight Board (the "FOB"). The board member appointed by UOLF will serve as the initial chair of the FOB, to serve an initial term of one (1) year. Thereafter, the chair of the FOB will rotate annually between a designee of the District and a designee of UOLF on January 1st of each year.

If the architect and general contractor for the Interconnect Building are not willing to contract with UOLF, or if it is either not legal or not feasible for UOLF to be the contracting party, UOLF and the District will jointly act as the contracting parties, subject to any applicable legal restrictions including, but not limited to, legal procedures applicable to the procurement of construction services, equipment, and other materials, supplies and services. In such event, the District being a governmental entity, it may be necessary to secure construction, goods and services by following requirements of the Utah Procurement Code (which is applicable to the District) found in Title 63G, Chapter 6a of the Utah Code.

E. *Operation of Interconnect Facility.* The District will exclusively possess and control the operation, maintenance and repair of that portion of the space in the Interconnect Facility which it owns. UOLF will exclusively possess and control the operation, leasing, scheduling, reservations, maintenance and repair of the space in the Interconnect Facility which UOLF owns. With respect to the Joint Unit, including the public meeting and event space for which the County will have use rights as set forth below, leasing, scheduling and reservations shall be facilitated through UOLF's and the District's respective group event and meeting staffs as described in the Joint Operating Plan attached as Exhibit "B". The District and UOLF will provide meeting space within the Joint Unit to the County as requested, and on a space available basis, up to 20 hours per month for a total of 240 hours per year, for County or following an assignment by the County, for the Township purposes, without charge, as agreed upon by the County, the District and UOLF in an ongoing access license or use agreement in favor of the County, in the form attached as Exhibit "C" hereto (the "County Use Agreement"). Any such use of the meeting space in the Joint Unit by the County (or the Township following assignment) is in addition to its right to use the dedicated office space within the Joint Unit. The parties acknowledge, however, that if the Township fails to accept an assignment or sublicense of the County's right to use the dedicated office space and/or the meeting and event space within the Joint Unit, then the right to use the dedicated office space and all 20 hours of monthly use of the meeting and event space will still be allocated to the County. The Parties agree to review the County's and the Township's and its affiliated community council's actual use of the meeting space, and anticipated future use of the meeting space, on an annual basis. In the event that the County's and/or the Township's and its affiliated community council's use of meeting space within the Joint Unit exceeds 240 hours per year, the County and/or the Township and its affiliated community council's, as appropriate, will reimburse the District and UOLF for the equitable portion of the operating expenses attributable to such use in excess of 240 hours for such year, which amount will be determined by the County, and District and UOLF in the County's Use Agreement pursuant to other agreement. The District and UOLF shall each be responsible to pay ongoing operating, maintenance and repair costs attributable to that portion of the Interconnect Facility which each owns and operates. Except as otherwise expressly provided herein, operating, maintenance and repair costs of the Joint Unit will be shared equally between the District and UOLF, and the ownership interests in the Joint Unit will be owned equally (on a

50/50 basis) by the District and UOLF. The District and UOLF will also share pro-rata, in proportion to their respective condominium ownership interest in the Building comprising the Interconnect Facility, the ongoing operating, maintenance and repair costs of any Common Areas, common elements, and shared utilities and service systems in the Interconnect Facility (e.g., lobbies, elevators, shared restrooms, landscaping, etc.). UOLF and the District may seek equitable reimbursement of a portion of such costs from third parties utilizing portions of the Interconnect Facility, except that UOLF and the District will not seek reimbursement for County or the Township and its affiliated community council's use of the Joint Unit unless such meeting space use exceeds 240 hours per year, or involves greater than normal set up, clean up, or janitorial costs. The use by the County (and upon assignment, the Township's and its affiliated community council's use) of the dedicated office space in the Joint Unit shall not count toward the 240 hours of use per year.

F. *Sharing of Revenues and Expenses of Joint Unit.* Notwithstanding the District's and UOLF's joint ownership of the Joint Unit, the Parties agree that certain revenues and expenses will be shared in the following manner:

i. In the event that the District is the procuring cause of a third party rental of the meeting space in the Joint Unit, on a space available basis, the District shall be entitled to receive and retain all net rental revenues received from such third party rental, after payment of any janitorial, employee, or other expense related thereto and incurred as a result of such third party rental. Any third party rental engagement shall be subject to the master schedule as provided in the Joint Operating Agreement. Similarly, UOLF shall be entitled to retain all net rental revenues from third party rentals as to which it is the procuring cause after payment of any janitorial, employee or other expense related thereto and incurred as a result of such third party rental. All third party rentals shall be subject to all rules and regulations established by the District and UOLF for use of meeting space by third parties.

ii. The District shall retain all income received from lease rental or operation of the District Unit, and pay all expenses related to the District Unit. UOLF shall retain all income received from lease, rental or operation of the UOLF Unit, and pay all expenses related to the UOLF Unit.

iii. The County Use Agreement shall provide that the County will agree to consider a potential contribution to the cost of maintenance, repair and replacement of capital items, consistent with the level of its use of the Interconnect Facility.

G. *Implementation of Agreement.* Upon execution of this Agreement, the COB, through the Owners Representative, may authorize the architect to prepare detailed construction drawings based on the preliminary concept, designs and drawings and a necessary value engineering exercise. It is contemplated that the COB through the Owners Representative would act swiftly to select a construction manager / general contractor ("CMGC") within 60 days

of execution of this Agreement, and target commencement of construction by April 15, 2017, or as soon thereafter as is practicable.

H. *County and UOLF to enter into TRCC Contribution Agreement and County, District and UOLF to enter into County Use Agreement.* The County and UOLF agree to enter into the TRCC Contribution Agreement attached hereto as Exhibit “D”, and the County, District and UOLF agree to enter into the County Use Agreement in the form of Exhibit “C” hereto. Notwithstanding anything to the contrary, the Parties agree that the County will have no obligation to contribute funds toward construction of the Interconnect Facility unless and until the County and UOLF enter into the TRCC Contribution Agreement and the County, District and UOLF enter into the County Use Agreement and the District and UOLF have entered into a long term ground lease for the Interconnect Ground, and a long term facility lease of the Oval, as set forth above.

I. *Interlocal Cooperation Act.* As the County and the District are governmental entities in the State of Utah, and in satisfaction of the requirements of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the “Cooperation Act”), the following provisions apply to the Agreement as between the County and the District:

i. This Agreement shall be authorized by a resolution of the legislative body or board of trustees, respectively, of the County and the District pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

ii. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of the County and the District pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act.

iii. A duly executed original counterpart of this Agreement shall be filed immediately with the keepers of records of the County and the District pursuant to Section 11-13-209 of the Cooperation Act.

iv. The Chair of the District and the Mayor of the County are hereby designated as the administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act and, to the extent necessary, voting will be based upon one vote per Party, pursuant to Section 11-13-206(1)(g).

v. This Agreement does not create a separate interlocal entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

vi. This Agreement shall stay in effect until the all other agreements contemplated by this Agreement have been executed, or until the Parties mutually

agree in writing to terminate this Agreement or a portion thereof, but in no event shall the term of this Agreement exceed 50 years.

J. *Future Agreements.* This Agreement is binding upon the Parties as set forth herein. The Parties agree to negotiate in good faith and agree upon such other and further agreements which are contemplated by this Agreement and necessary to effectuate the intent of this Agreement, in accordance with and consistent with the terms and conditions set forth herein, and such other terms as shall be ordinary, customary or legally required for such contemplated additional agreements.

EXECUTED as of the date first written above.

“UOLF”

“District”

Utah Athletic Foundation, dba Utah Olympic
Legacy Foundation

Oquirrh Recreation and Parks District

By _____
Colin Hilton
Chief Executive Officer

By _____
Brent D. Sheets
Executive Director

“County”

Salt Lake County

By _____
Ben McAdams, Mayor

1395844v6

Approved as to form:
Digitally signed by
Stephen Barnes
Date: 2017.01.30
10:55:37 -07'00'

Deputy District Attorney

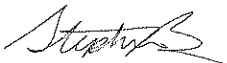


Exhibit “A” to the Memorandum of Understanding
(Floor Plans)

Exhibit “A” to the Memorandum of Understanding
(Floor Plans)

KEARNS ATC - PROGRAM ANALYSIS (1-18-17) - NET SQUARE FOOTAGE (NSF)

*Can this be renamed
"Joint Unit"?*

Can this be renamed "Common Areas"?

		DISTRICT UNIT		JOINT MEETING UNIT		UOLF UNIT		SHARED SPACES	
LEVEL 1									
123	KOPFC FITNESS - L1	5,433	NSF	5,433	NSF				
111B	USS MENS LOCKERS	381	NSF			381	NSF		
112B	USS WOMENS LOCKERS	386	NSF			386	NSF		
114A	USS EQUIPMENT	433	NSF			433	NSF		
115	USS MEETING	330	NSF			330	NSF		
119	USS STORAGE	99	NSF			99	NSF		
116	USS REHABILITATION POOLS	584	NSF			584	NSF		
118	USS TESTING & EVALUATION	1,247	NSF			1,247	NSF		
113	USS TRAINERS	434	NSF			434	NSF		
110	USS WEIGHT TRAINING	4,555	NSF			4,555	NSF		
101	PUBLIC LOBBY	1,534	NSF					1,534	NSF
102	JAN. - L1	66	NSF					66	NSF
117	USS REHABILITATION	731	NSF			731	NSF		
124	KOPFC ADMIN OFFICE	123	NSF	123	NSF				
125	KOPFC OFFICE	97	NSF	97	NSF				
113A	USS HALLWAY	287	NSF			287	NSF		
120	USS EXAM	98	NSF			98	NSF		
114B	CONDITIONED EQUIPMENT	158	NSF			158	NSF		
114C	NUTRITION BAR	20	NSF			20	NSF		
103	DATA	113	NSF					113	NSF
104	ELEC	123	NSF					123	NSF
105	ELEVATOR	52	NSF					52	NSF
217	ENTRY VESTIBULE	160	NSF					160	NSF
121	USS EXAM	125	NSF			125	NSF		
122	USS EXAM	126	NSF			126	NSF		
139	CLINIC BREAK / KITCHEN	124	NSF			124	NSF		
133	CLINIC EXAM 2	136	NSF			136	NSF		
132	CLINIC EXAM 1	135	NSF			135	NSF		
131	CLINIC RECEPTION / WAITING	184	NSF			184	NSF		
134	CLINIC EXAM 3	149	NSF			149	NSF		
138	CLINIC OFFICE	117	NSF			117	NSF		
137	CLINIC OFFICE	120	NSF			120	NSF		
136	CLINIC OFFICE	124	NSF			124	NSF		
135	CLINIC STORAGE	91	NSF			91	NSF		
141	CLINIC ACTIVE CARE	181	NSF			181	NSF		
140	CLINIC RESTROOM	88	NSF			88	NSF		
142	CLINIC HALLWAY	259	NSF			259	NSF		
111A	USS MENS RR	244	NSF			244	NSF		
112A	USS WOMENS RR	272	NSF			272	NSF		
		19,919	NSF	5,653	NSF	-	NSF	12,218	NSF
								2,048	NSF

LEVEL 2									
207	BRIDGE (CONNECTING LINK)	596	NSF					596	NSF
210-1	MULTI-PURPOSE A	1,332	NSF		1,332	NSF			
214	USS NUTRITION	856	NSF			856	NSF		
213	COMMUNITY MEETING	411	NSF		411	NSF			
212	STORAGE	176	NSF		176	NSF			
211	WARMING KITCHEN	253	NSF		253	NSF			
203	PUBLIC MENS	196	NSF					196	NSF
221	KOPFC FITNESS - LEVEL 2	4,690	NSF	4,690	NSF				
202	PUBLIC WOMENS	194	NSF					194	NSF
204	JAN. - L2	34	NSF					34	NSF
209	FAMILY RR	65	NSF					65	NSF
215	COMMUNITY OFFICE	332	NSF		332	NSF			
208	FAMILY RR	81	NSF	81	NSF				
123	BRIDGE (CONNECTING LINK)	329	NSF					329	NSF
206	KOPFC STORAGE	109	NSF	109	NSF				
201A	PUBLIC LOBBY - L2	1,318	NSF					1,318	NSF
201B	COMMUNITY PRE-FUNCTION	1,223	NSF		1,223	NSF			
214A	USS NUTRITION KITCHEN	468	NSF			468	NSF		
147	USS KITCHEN STAIR LANDING	78	NSF			78	NSF		
210-3	MULTI-PURPOSE C	376	NSF		376	NSF			
210-2	MULTI-PURPOSE B	990	NSF		990	NSF			
		14,107	NSF	4,880	NSF	5,093	NSF	1,402	NSF
								2,732	NSF

****Is the "Community Office" the office designated for 24/7 Kearns Metro Township use?****

	DISTRICT UNIT TOTAL	JOINT MEETING UNIT TOTAL	UOLF UNIT TOTAL	SHARED SPACES TOTAL
GRAND TOTALS:	34,026 NSF	10,533 NSF	5,093 NSF	13,620 NSF
				4,780 NSF

2024.05.01

NOT FOR CONSTRUCTION



**KEARNS
ATHLETE
TRAINING AND
EVENT CENTER**

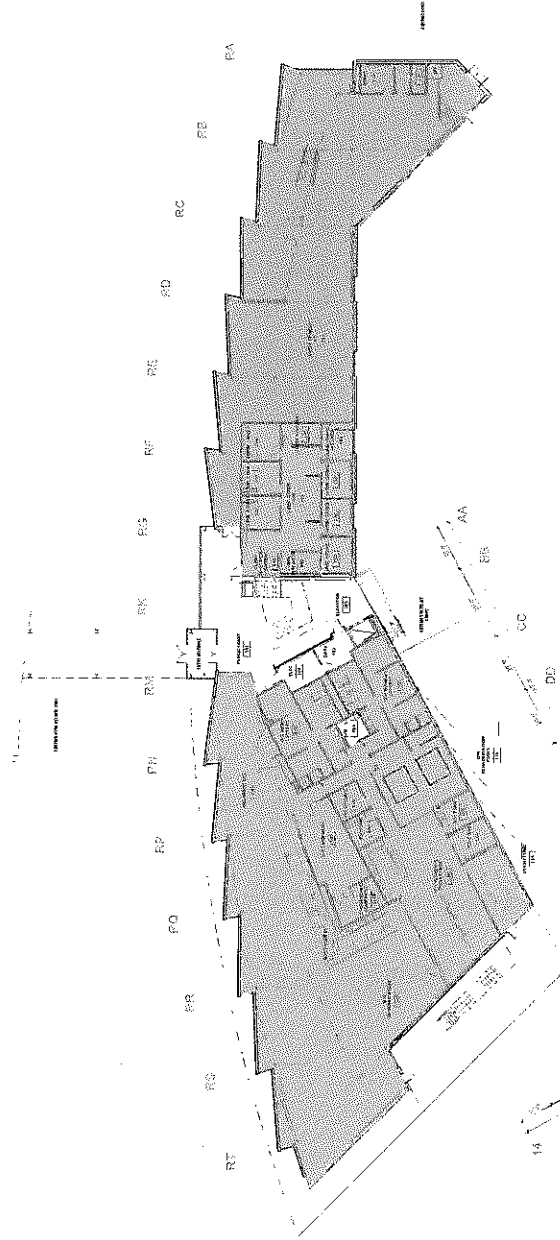
5000 Grouse Ct, Salt Lake City, UT 84119

OWNER: PROJECT NO. 2024.05.01
DESIGNER: GSBS ARCHITECTS
DATE: 2024.05.01
FLOOR PLAN - LEVEL 1

U 10'0" T 10'0" S 10'0" R 10'0" Q 10'0" P 10'0" N 10'0" M 10'0" L 10'0" K 10'0" J 10'0" H 10'0" G 10'0" F 10'0" E 10'0" D 10'0" C 10'0" B 10'0" A 10'0"

1 10'0" 2 10'0" 3 10'0" 4 10'0" 5 10'0" 6 10'0" 7 10'0" 8 10'0" 9 10'0" 10 10'0" 11 10'0" 12 10'0" 13 10'0" 14 10'0" 15 10'0" 16 10'0" 17 10'0" 18 10'0" 19 10'0" 20 10'0" 21 10'0" 22 10'0" 23 10'0" 24 10'0" 25 10'0" 26 10'0" 27 10'0" 28 10'0" 29 10'0" 30 10'0" 31 10'0" 32 10'0" 33 10'0" 34 10'0" 35 10'0" 36 10'0" 37 10'0" 38 10'0" 39 10'0" 40 10'0" 41 10'0" 42 10'0" 43 10'0" 44 10'0" 45 10'0" 46 10'0" 47 10'0" 48 10'0" 49 10'0" 50 10'0" 51 10'0" 52 10'0" 53 10'0" 54 10'0" 55 10'0" 56 10'0" 57 10'0" 58 10'0" 59 10'0" 60 10'0" 61 10'0" 62 10'0" 63 10'0" 64 10'0" 65 10'0" 66 10'0" 67 10'0" 68 10'0" 69 10'0" 70 10'0" 71 10'0" 72 10'0" 73 10'0" 74 10'0" 75 10'0" 76 10'0" 77 10'0" 78 10'0" 79 10'0" 80 10'0" 81 10'0" 82 10'0" 83 10'0" 84 10'0" 85 10'0" 86 10'0" 87 10'0" 88 10'0" 89 10'0" 90 10'0" 91 10'0" 92 10'0" 93 10'0" 94 10'0" 95 10'0" 96 10'0" 97 10'0" 98 10'0" 99 10'0" 100 10'0"

1 10'0" 2 10'0" 3 10'0" 4 10'0" 5 10'0" 6 10'0" 7 10'0" 8 10'0" 9 10'0" 10 10'0" 11 10'0" 12 10'0" 13 10'0" 14 10'0" 15 10'0" 16 10'0" 17 10'0" 18 10'0" 19 10'0" 20 10'0" 21 10'0" 22 10'0" 23 10'0" 24 10'0" 25 10'0" 26 10'0" 27 10'0" 28 10'0" 29 10'0" 30 10'0" 31 10'0" 32 10'0" 33 10'0" 34 10'0" 35 10'0" 36 10'0" 37 10'0" 38 10'0" 39 10'0" 40 10'0" 41 10'0" 42 10'0" 43 10'0" 44 10'0" 45 10'0" 46 10'0" 47 10'0" 48 10'0" 49 10'0" 50 10'0" 51 10'0" 52 10'0" 53 10'0" 54 10'0" 55 10'0" 56 10'0" 57 10'0" 58 10'0" 59 10'0" 60 10'0" 61 10'0" 62 10'0" 63 10'0" 64 10'0" 65 10'0" 66 10'0" 67 10'0" 68 10'0" 69 10'0" 70 10'0" 71 10'0" 72 10'0" 73 10'0" 74 10'0" 75 10'0" 76 10'0" 77 10'0" 78 10'0" 79 10'0" 80 10'0" 81 10'0" 82 10'0" 83 10'0" 84 10'0" 85 10'0" 86 10'0" 87 10'0" 88 10'0" 89 10'0" 90 10'0" 91 10'0" 92 10'0" 93 10'0" 94 10'0" 95 10'0" 96 10'0" 97 10'0" 98 10'0" 99 10'0" 100 10'0"



UTAH OLYMPIC LEGACY FOUNDATION GROUND UNIT
JOINT MEETING UNIT
DISTRICT UNIT
SHARED SPACES

OVERALL PLAN - LEVEL 1
100' 0" 100' 0"

4/28/2016

NOT FOR CONSTRUCTION



**KEARNS
ATHLETE
TRAINING AND
EVENT CENTER**

PROJECT NO. 1000-0000
SHEET NO. 1000-0000
DATE: 4/28/2016

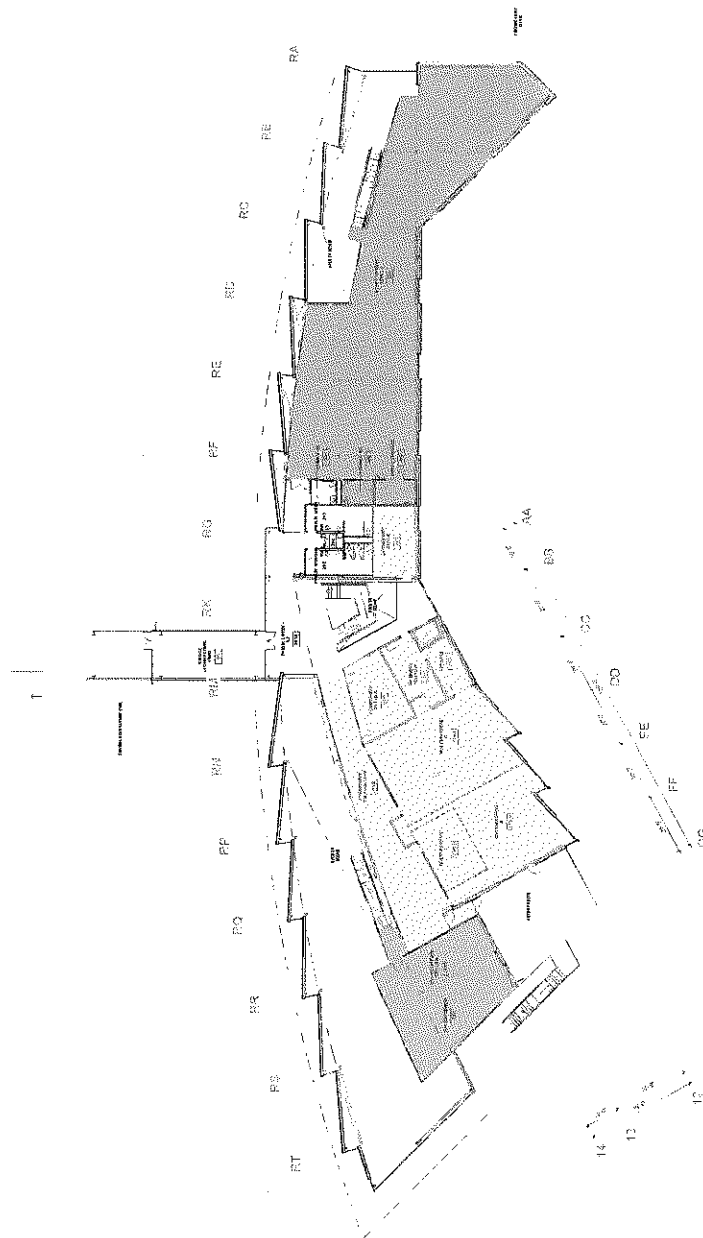
FLOOR PLAN - LEVEL 2

A204

U T S R Q P N M L K J I H G F E D C B A

1 2 3 4 5 6 7 8 9 10 11 12

1 2 3 4 5 6 7 8 9 10 11 12



UTAH OLYMPIC LEGACY FOUNDATION BOULDER UNIT
JOINT MEETING UNIT
DISTRICT UNIT
SHARED SPACES

OVERALL PLAN - LEVEL 2

1/8" = 1'-0"

Exhibit “B” to the Memorandum of Understanding
(Joint Operating Plan)

Exhibit “B” to the Memorandum of Understanding
(Joint Operating Plan)

Exhibit B

Joint Operating Plan For Meeting Space located in the Joint Unit

Management & Scheduling lead of the Jointly Owned Meeting Space:

- 1) KOPFC: May – October
UOLF: November – April
6 months each reflecting each owners busy season
- 2) KOPFC and UOLF have priority use of the meeting space during the above noted annual months, however the non-prioritized owner can still book during their slower periods, but such bookings are subject to the scheduling priorities of the prioritized owner's scheduling process. The non-managing entity would need to check in with the managing entity to see if space is available in the non-designated months.

Use of the meeting space for monthly scheduled Kearns Metro Township meetings will be prescheduled and receive priority consideration.
- 3) A mutually agreed upon scheduling system will be used to view the meeting space's available schedule. Scheduling systems currently under consideration by the parties are Google Calendar, Outlook Calendar and YAROOMS.
- 4) Salt Lake County will have a total of 240 hours in the new meeting space
- 20 hours per month x 12 months for Salt Lake County and Kearns Metro Township and its affiliate community councils.

Group Priority:

- 1) A tiered system will be introduced for the different types of groups. Initial information includes:

Tier 1: Corporate + Summer Weddings
Tier 2: Winter Weddings
Tier 3: Community Groups
Tier 4: Comp Groups (No fee for use)
Each of these tiers will have a pricing structure and, depending on the tiered group, the group could be "bumped" to an alternate space.
The period of time prior to an event when groups can be bumped will need to be finalized as we move forward. At some point, a reservation should be firm.
Prime examples of groups being bumped consist of community groups and comp groups and the procedure is the following:
 - 1) Moved to reserving entity's other spaces (UOLF: WRL; KOPFC: multiple options in existing building)
 - 2) Moved to other entity's spaces if own spaces are unavailable

- 3) Unable to accommodate the group.

****This will be an area that will evolve over time and we will work through this area to accommodate all groups.****

Pricing + Payment:

- 1) UOLF + KOPFC will have the same pricing for the space.
- 2) A tier sheet to accommodate the different tiers of groups will be used for both venues.
- 3) For payment, 50% is due with the signed contract and balance is due 30 days prior to event. If event is booked within 30 days, full payment is due. A cleaning deposit will also be required and noted in the contract.

Catering:

- 1) A Preferred Caterer list will be used by both entities.
 - a. Exact caterers to be finalized at a later date based on an RFP
 - b. Caterers will be a combination of larger companies as well as local, caterers who specialize in Kearns/West Valley/West Jordan areas.
- 2) Alcohol will be allowed in the space, assuming proper permits are obtained for the event.

Exhibit “C” to the Memorandum of Understanding
(County Use Agreement)

Exhibit “C” to the Memorandum of Understanding
(County Use Agreement)

EXHIBIT "C"
(County Use Agreement)

ACCESS AND USE AGREEMENT

This Access and Use Agreement (this "**Use Agreement**") is entered into this ___ day of _____, 2017 by and between the Utah Athletic Foundation dba "Utah Olympic Legacy Foundation," a Utah nonprofit corporation ("**UOLF**"), Oquirrh Recreation and Parks District, a political subdivision of the State of Utah (the "**District**") and Salt Lake County, a body politic and corporate pursuant to the laws of the State of Utah (the "**County**"). UOLF and the District are sometimes referred to herein collectively as "**Owner**." UOLF, the District and the County are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner, as tenants in common, owns a condominium unit located in the Oquirrh Park Interconnect Building, and legally described as follows (the "**Joint Unit**"):

Unit "___", Oquirrh Park
Interconnect Building, according
to the Record of Survey Map
on file with the Salt Lake County, Utah Recorder

B. The Joint Unit contains certain public meeting space, as further depicted on Exhibit "A," attached hereto (the "**Meeting Space**"). The Joint Unit also contains approximately 400 square feet, more or less, of office space, as further depicted on Exhibit "A," attached hereto (the "**Dedicated Office Space**").

C. Owner has, or will, enter into a Joint Operating Plan governing the scheduling and coordination of use of the Meeting Space (the "**Joint Operating Plan**") attached hereto as Exhibit "B."

D. The County desires to use the Meeting Space from time to time for purposes of holding public meetings and events, and meetings of County officials and staff and Owner has agreed to grant the County a license to use the Meeting Space pursuant to the terms and conditions of this Use Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **County Use of Meeting Space; Term.** Owner hereby grants to the County a license to use the Meeting Space for the purposes of holding public and non-public meetings and events and meetings of County officials and staff, on a space available basis. Furthermore, Owner hereby grants to the County a license to use the Dedicated Office Space, which license is

assignable to the Kearns Metro Township and its affiliated community councils. Unless earlier terminated as set forth herein, this Use Agreement and the license granted to the County use the Meeting Space and Dedicated Office Space under this Use Agreement shall expire thirty (30) years after the date the Interconnect Facility opens.

2. **Scheduling and Use Overage.** County shall coordinate its use of the Meeting Space through a facility coordinator designated by Owner in writing from time to time subject to the terms of the Joint Operating Plan. County shall have the use of the Meeting Space for up to 20 hours per month, or a total of 240 hours per calendar year, without charge, provided County shall reimburse Owner for any extraordinary set up, clean up, or janitorial expenses incurred by Owner as a direct result of County's use of the Meeting Space. In the event County's use of the Meeting Space exceeds 240 hours per calendar year, County shall reimburse Owner for the operating expenses attributable to the County's use of the Meeting Space in excess of 240 hours. The Parties agree to review the County's and Kearns Metro Township's actual use of the Meeting Space and anticipated future use of the Meeting Space on an annual basis. With regard to the Dedicated Office Space, the County shall have exclusive, full-time and dedicated use.

3. **Potential Contribution to Capital Expenditures.** In preparing its annual budget, County will consider contributing to the cost of capital repairs and replacements to the Joint Unit in an amount commensurate with County's use of the Meeting Space.

4. **Assignment.** County shall not transfer, assign, mortgage, or hypothecate this Use Agreement, in whole or in part, or permit the use of all or any portion of the Meeting Space or Dedicated Office Space by any person other than County, or sublicense all or any portion of the Meeting Space, without the prior written consent of Owner in each instance, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Parties acknowledge that County may sublicense or assign a portion of its right to use the Meeting Space or Dedicated Office Space under this Use Agreement to the Kearns Metro Township, a municipality located in Salt Lake County, and to its affiliated community councils; provided no such sublicense shall release County of its obligations under this Use Agreement. Upon request of Owner, and as a condition of such sublicense to Kearns Metro Township, Kearns Metro Township shall agree in writing to comply with and be bound by and subject to the terms of this Use Agreement and the Joint Operating Plan.

5. **Indemnification.** County agrees to indemnify, hold harmless and defend Owner, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens, however allegedly caused, resulting directly or indirectly from, or arising out of, negligent or intentional acts or omissions by County, its agents, representatives, officers, employees, and contractors, assignees or sublicensees in the use of the Meeting Space. In the event the County assigns or sublicenses its use or a portion of its use of the Meeting Space to the Kearns Metro Township, the County shall require the Kearns Metro Township to Indemnify the Owner.

6. **Governmental Immunity.** County and District are bodies corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE

ANN. §§ 63G-7-101 to -904 (2015). The parties agree that County and District shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Use Agreement shall be construed, in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

7. **Compliance with Law.** County shall be solely responsible to assure that any and all use of the Meeting Space by County, its invitees, licensees and sublicensees shall be in full compliance with all applicable laws, rules, codes, regulations and other governmental requirements applicable to County, its business and its property. County shall operate and use the Meeting Space in compliance with all applicable covenants, restrictions, rules and regulations applicable to the Meeting Space, whether enforceable by Owner or otherwise.

8. **Event of Default.** In the event of a failure by County to observe and perform its obligations under this Use Agreement, Owner shall provide written notice of such failure and County shall have sixty (60) days to cure such failure. If County shall fail to cure or commence the cure of any default in accordance with this Paragraph 8, Owner, in addition to any other rights or remedies it may have, may terminate this Use Agreement upon seven (7) days written notice to County provided that such termination shall not relieve County from any other covenant or liability arising under this Use Agreement.

9. **Maintenance.** While Owner routinely maintains its property, it is under no specific obligation to maintain the Meeting Space for the benefit of the County and makes no warranty as to its ongoing condition. County shall be solely responsible to clean up any debris resulting from its use of the Meeting Space and County shall be responsible to pay for and perform any repairs to the Meeting Space or the Dedicated Office Space relating to damage caused by County or its sublicensees, customers, patrons and invitees.

10. **GRAMA.** Owner acknowledges that County and District are governmental entities subject to the Utah Government Records Access and Management Act ("GRAMA"), UTAH CODE ANN. §§ 63G-2-101 to -901 (2015). As a result, County and District are required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County or District is considered a "public record" under GRAMA. Any person who provides to County or District a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

11. **Interlocal Agreement.** As County and District are governmental entities in the State of Utah, and in satisfaction of the requirements of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the "Cooperation Act"), the following provisions apply to the Agreement as between County and District:

- i. This Agreement shall be authorized by a resolution of the legislative body or board of trustees, respectively, of County and District pursuant

to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

ii. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of County and District pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act.

iii. A duly executed original counterpart of this Agreement shall be filed immediately with the keepers of records of County and District pursuant to Section 11-13-209 of the Cooperation Act.

iv. The Chair of the District Board of Trustees and the County Mayor are hereby designated as the administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act and, to the extent necessary, voting will be based upon one vote per Party, pursuant to Section 11-13-206(1)(g).

v. This Agreement does not create a separate interlocal entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

vi. The term of this Agreement shall expire on the thirtieth (30th) anniversary of the date on which the Interconnect Facility opens, but in no event shall the term of this Agreement exceed 50 years.

12. **Notice.** All notices to be given under this Use Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Salt Lake County
Attn: Contracts Administrator
2001 South State, Suite, N-4500
Salt Lake City, Utah 84190-3100

DISTRICT: Oquirrh Recreation and Parks District
Attn: Executive Director
5624 South 4800 West
Salt Lake City, Utah 84118

UOLF: Utah Olympic Legacy Foundation
Attn: President & CEO

PO Box 980337
3419 Olympic Parkway
Park City, Utah 84098

13. **Entire Agreement.** County and Owner acknowledge and agree that this Use Agreement constitutes the entire integrated understanding between County and Owner, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Use Agreement except as set forth in this Use Agreement. This Use Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

14. **Governing Law.** It is understood and agreed by the Parties hereto that this Use Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

15. **Counterparts.** This Use Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email shall be deemed an original signed copy of this Use Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties execute this Use Agreement the day and year recited above.

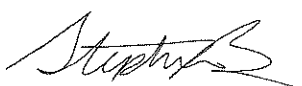
“COUNTY”

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

APPROVED AS TO FORM:

 Digitally signed by Stephen
Barnes
Date: 2017.01.30 10:56:15
-07'00'

Attorney for County

“OWNER”

UTAH ATHLETIC FOUNDATION d/b/a Utah Olympic Legacy Foundation,
a Utah nonprofit corporation

By: _____

Printed Name: Colin Hilton

Title: Chief Executive Officer

Date: _____

The individual signing above hereby represents and warrants that he is duly authorized to execute and deliver this Use Agreement on behalf of Owner by authority of law and that this Agreement is binding upon the Owner. A person who makes a false representation of authority may be subject to criminal prosecution under UTAH CODE ANN. § 76-8-504.

[Signatures continue on next page.]

OQUIRRH RECREATION AND PARKS DISTRICT,
a political subdivision of the State of Utah

By: _____

Printed Name: Brent D. Sheets

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

Attorney for District

1396056v2

EXHIBIT A
Floor Plans

KEARNS ATC - PROGRAM ANALYSIS (1-18-17) - NET SQUARE FOOTAGE (NSF)

*Can this be renamed
"Joint Unit"?*

Can this be renamed "Common Areas"?

		DISTRICT UNIT		JOINT MEETING UNIT		UOLF UNIT		SHARED SPACES	
LEVEL 1									
123	KOPFC FITNESS - L1	5,433 NSF		5,433 NSF					
111B	USS MENS LOCKERS	381 NSF				381 NSF			
112B	USS WOMENS LOCKERS	386 NSF				386 NSF			
114A	USS EQUIPMENT	433 NSF				433 NSF			
115	USS MEETING	330 NSF				330 NSF			
119	USS STORAGE	99 NSF				99 NSF			
116	USS REHABILITATION POOLS	584 NSF				584 NSF			
118	USS TESTING & EVALUATION	1,247 NSF				1,247 NSF			
113	USS TRAINERS	434 NSF				434 NSF			
110	USS WEIGHT TRAINING	4,555 NSF				4,555 NSF			
101	PUBLIC LOBBY	1,534 NSF						1,534 NSF	
102	JAN. - L1	66 NSF						66 NSF	
117	USS REHABILITATION	731 NSF				731 NSF			
124	KOPFC ADMIN OFFICE	123 NSF		123 NSF					
125	KOPFC OFFICE	97 NSF		97 NSF					
113A	USS HALLWAY	287 NSF				287 NSF			
120	USS EXAM	98 NSF				98 NSF			
114B	CONDITIONED EQUIPMENT	158 NSF				158 NSF			
114C	NUTRITION BAR	20 NSF				20 NSF			
103	DATA	113 NSF						113 NSF	
104	ELEC	123 NSF						123 NSF	
105	ELEVATOR	52 NSF						52 NSF	
217	ENTRY VESTIBULE	160 NSF						160 NSF	
121	USS EXAM	125 NSF				125 NSF			
122	USS EXAM	126 NSF				126 NSF			
139	CLINIC BREAK / KITCHEN	124 NSF				124 NSF			
133	CLINIC EXAM 2	136 NSF				136 NSF			
132	CLINIC EXAM 1	135 NSF				135 NSF			
131	CLINIC RECEPTION / WAITING	184 NSF				184 NSF			
134	CLINIC EXAM 3	149 NSF				149 NSF			
138	CLINIC OFFICE	117 NSF				117 NSF			
137	CLINIC OFFICE	120 NSF				120 NSF			
136	CLINIC OFFICE	124 NSF				124 NSF			
135	CLINIC STORAGE	91 NSF				91 NSF			
141	CLINIC ACTIVE CARE	181 NSF				181 NSF			
140	CLINIC RESTROOM	88 NSF				88 NSF			
142	CLINIC HALLWAY	259 NSF				259 NSF			
111A	USS MENS RR	244 NSF				244 NSF			
112A	USS WOMENS RR	272 NSF				272 NSF			
		19,919 NSF		5,653 NSF		- NSF	12,218 NSF		2,048 NSF

LEVEL 2									
207	BRIDGE (CONNECTING LINK)	596 NSF						596 NSF	
210-1	MULTI-PURPOSE A	1,332 NSF			1,332 NSF				
214	USS NUTRITION	856 NSF				856 NSF			
213	COMMUNITY MEETING	411 NSF			411 NSF				
212	STORAGE	176 NSF			176 NSF				
211	WARMING KITCHEN	253 NSF			253 NSF				
203	PUBLIC MENS	196 NSF						196 NSF	
221	KOPFC FITNESS - LEVEL 2	4,690 NSF		4,690 NSF					
202	PUBLIC WOMENS	194 NSF						194 NSF	
204	JAN. - L2	34 NSF						34 NSF	
209	FAMILY RR	65 NSF						65 NSF	
215	COMMUNITY OFFICE	332 NSF			332 NSF				
208	FAMILY RR	81 NSF		81 NSF					
123	BRIDGE (CONNECTING LINK)	329 NSF						329 NSF	
206	KOPFC STORAGE	109 NSF		109 NSF					
201A	PUBLIC LOBBY - L2	1,318 NSF						1,318 NSF	
201B	COMMUNITY PRE-FUNCTION	1,223 NSF			1,223 NSF				
214A	USS NUTRITION KITCHEN	468 NSF				468 NSF			
147	USS KITCHEN STAIR LANDING	78 NSF				78 NSF			
210-3	MULTI-PURPOSE C	376 NSF			376 NSF				
210-2	MULTI-PURPOSE B	990 NSF			990 NSF				
		14,107 NSF		4,880 NSF		5,093 NSF	1,402 NSF		2,732 NSF

****Is the "Community Office" the
office designated for 24/7 Kearns
Metro Township use?****

	DISTRICT UNIT TOTAL	JOINT MEETING UNIT TOTAL	UOLF UNIT TOTAL	SHARED SPACES TOTAL
GRAND TOTALS:	34,026 NSF	10,533 NSF	5,093 NSF	13,620 NSF
				4,780 NSF

2023.07.01

NOT FOR CONSTRUCTION



**KEARNS
ATHLETE
TRAINING AND
EVENT CENTER**

1000 SOUTH 1000 WEST, SALT LAKE CITY, UT 84143

OWNER: UTAH OLYMPIC LEAGACY FOUNDATION
DESIGNER: GSBS ARCHITECTS
DATE: 10/26/2023
FLOOR PLAN - LEVEL 1

A203



- UTAH OLYMPIC LEAGACY FOUNDATION (HOLD) UNIT
- JOINT MEETING UNIT
- OUTRICK UNIT
- SHARED OFFICES

OVERALL PLAN - LEVEL 1

NOT FOR CONSTRUCTION

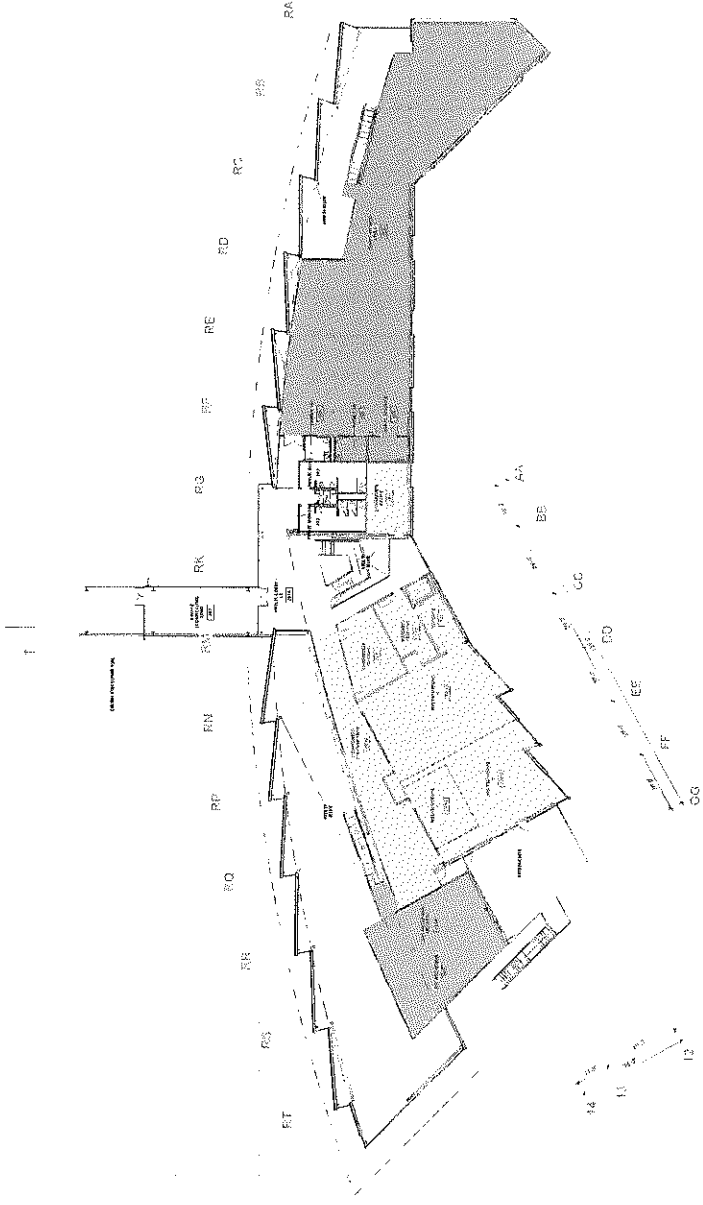
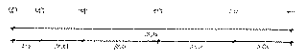
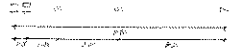


KEARNS
ATHLETE
TRAINING AND
EVENT CENTER

10/10/2019

OWNER: OLYMPIC LEGACY FOUNDATION (BULLY) UNIT
DESIGNER: GSBS ARCHITECTS
PROJECT NO.: 1000 10th
FLOOR PLAN - LEVEL 2

A204



- 1000 10th Avenue (BULLY) UNIT
- JOINT MEETING UNIT
- DISTRICT UNIT
- SHARED SPACES

OVERALL PLAN - LEVEL 2
1/8" = 1'-0"

EXHIBIT B
Joint Operating Plan

Exhibit B

Joint Operating Plan For Meeting Space located in the Joint Unit

Management & Scheduling lead of the Jointly Owned Meeting Space:

- 1) KOPFC: May – October
UOLF: November – April
6 months each reflecting each owners busy season
- 2) KOPFC and UOLF have priority use of the meeting space during the above noted annual months, however the non-prioritized owner can still book during their slower periods, but such bookings are subject to the scheduling priorities of the prioritized owner's scheduling process. The non-managing entity would need to check in with the managing entity to see if space is available in the non-designated months.

Use of the meeting space for monthly scheduled Kearns Metro Township meetings will be prescheduled and receive priority consideration.

- 3) A mutually agreed upon scheduling system will be used to view the meeting space's available schedule. Scheduling systems currently under consideration by the parties are Google Calendar, Outlook Calendar and YAROOMS.
- 4) Salt Lake County will have a total of 240 hours in the new meeting space
- 20 hours per month x 12 months for Salt Lake County and Kearns Metro Township and its affiliate community councils.

Group Priority:

- 1) A tiered system will be introduced for the different types of groups. Initial information includes:

Tier 1: Corporate + Summer Weddings

Tier 2: Winter Weddings

Tier 3: Community Groups

Tier 4: Comp Groups (No fee for use)

Each of these tiers will have a pricing structure and, depending on the tiered group, the group could be "bumped" to an alternate space.

The period of time prior to an event when groups can be bumped will need to be finalized as we move forward. At some point, a reservation should be firm.

Prime examples of groups being bumped consist of community groups and comp groups and the procedure is the following:

- 1) Moved to reserving entity's other spaces (UOLF: WRL; KOPFC: multiple options in existing building)
- 2) Moved to other entity's spaces if own spaces are unavailable

- 3) Unable to accommodate the group.

****This will be an area that will evolve over time and we will work through this area to accommodate all groups.****

Pricing + Payment:

- 1) UOLF + KOPFC will have the same pricing for the space.
- 2) A tier sheet to accommodate the different tiers of groups will be used for both venues.
- 3) For payment, 50% is due with the signed contract and balance is due 30 days prior to event. If event is booked within 30 days, full payment is due. A cleaning deposit will also be required and noted in the contract.

Catering:

- 1) A Preferred Caterer list will be used by both entities.
 - a. Exact caterers to be finalized at a later date based on an RFP
 - b. Caterers will be a combination of larger companies as well as local, caterers who specialize in Kearns/West Valley/West Jordan areas.
- 2) Alcohol will be allowed in the space, assuming proper permits are obtained for the event.

Exhibit “D” to the Memorandum of Understanding
(TRCC Contribution Agreement)

Exhibit “D” to the Memorandum of Understanding
(TRCC Contribution Agreement)

County Contract No.

DA Log No. 17-07878

TRCC CONTRIBUTION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

UTAH ATHLETIC FOUNDATION d/b/a UTAH OLYMPIC LEGACY FOUNDATION

THIS TRCC CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the **UTAH ATHLETIC FOUNDATION d/b/a UTAH OLYMPIC LEGACY FOUNDATION**, a Utah nonprofit corporation ("UOLF"). County and UOLF may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.15.010.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. UOLF is a charitable organization meeting the requirements of Section 501(c)(3) of the Internal Revenue Code and is classified as a "public charity" by the Internal Revenue Service. UOLF was organized by the State Legislature in 1994 to hold title to the Utah Olympic Park after the 2002 Olympic Winter Games and operates the Utah Olympic Park for the State of Utah in behalf of its citizens and amateur athletes throughout the United States. Additionally, through amendments by the State Legislature in 2007, the Foundation also formalized its commitment to the Olympic Oval in Kearns by committing to assist in the funding of operating costs and winter sports development. All members of UOLF's Board of Directors are appointed by the Governor of the State of Utah, with advice and consent of the Senate.

D. UOLF has requested TRCC Funds from the County to help finance the construction of a multi-use athlete training, public fitness, and meeting and conference center building (the "Interconnect Facility"), as more fully described and shown in the Project Description attached hereto as **EXHIBIT A**. Design and construction of the Interconnect

Facility will be overseen by a three member Construction Oversight Board (“COB”), comprised of one representative from UOLF, one representative from the Oquirrh Recreation and Parks District (the “District”), and one representative from the County. Upon completion, the Interconnect Facility will be condominiumized and jointly owned by the District and UOLF. During construction, it is anticipated UOLF will be the contracting party with the architect and general contractor on behalf of UOLF and the District.

E. In return for the County’s contribution, UOLF and the District will allow the County, or the Kearns Metro Township as may be assigned by the County, to use certain space within the building at certain times for a period of no less than thirty years. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County’s assistance under this Agreement will contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof, the Parties hereby agree as follows:

1 . COUNTY’S OBLIGATIONS.

A. Contribution of TRCC Funds. The County agrees to contribute Four Million Dollars and No Cents (\$4,000,000.00) to UOLF from its TRCC Funds, all on the terms and subject to the conditions of this Agreement.

B. Requirements for Contribution. The County will have no obligation to contribute TRCC Funds to UOLF, or will have the right to seek repayment of TRCC Funds from UOLF if TRCC Funds have already been contributed to UOLF, unless and until the following conditions have been fulfilled to the County’s satisfaction:

(i) TRCC Funds Appropriated by County Legislative Body. The legislative body of the County has budgeted and appropriated the \$4 million contribution of TRCC Funds to UOLF to help pay for construction of the Interconnect Facility pursuant to this Agreement.

(ii) Matching Contributions. UOLF, the District, the State of Utah (via UOLF), and the United States Speedskating Association (via UOLF) have committed to contribute matching funds toward the construction of the Interconnect Facility in the amounts and at the times set forth in the Memorandum of Understanding entered into among the County, UOLF, and the District and attached hereto as **EXHIBIT B** (the “Memorandum of Understanding”).

(iii) Execution of County Use Agreement. The County, the District and UOLF have entered into a use agreement substantially in the form attached hereto as **EXHIBIT C**, which outlines in detail the County’s right to use certain office and meeting space within the Interconnect Facility (the “County Use Agreement”).

(iv) Execution of Long-Term Ground Leases and Joing Operating Plan. UOLF and the District have entered into a long-term ground lease or leases for the Interconnect Facility and the Olympic Oval and a Joint Operating Plan for the Interconnect Facility, as contemplated in the Memorandum of Understanding.

C. Past Due Balances. Any past due balances owed to the County may first be deducted before any distribution of funds to UOLF.

2 . UOLF'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. UOLF acknowledges that the TRCC Funds provided to UOLF under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) UOLF shall use the TRCC Funds provided under this Agreement solely to pay for costs associated with the construction of the Interconnect Facility, as directed and approved by the COB.

(ii) UOLF shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. County's Use of the Interconnect Facility. In exchange for the County's contribution of TRCC Funds to UOLF under this Agreement, UOLF agrees to allow the County to use certain meeting space within the Interconnect Facility for at least 240 hours per year for a period of thirty (30) years. The County and UOLF shall enter into an Use Agreement substantially in the form attached hereto as EXHIBIT C, which outlines in detail the County's right to use certain meeting space within the Interconnect Facility.

D. Match Requirement. UOLF shall make matching contributions toward the construction of the Interconnect Facility as outlined in the Memorandum of Understanding. If UOLF fails to make such matching contributions at the time contemplated, the County may require repayment of TRCC Funds from UOLF for noncompliance with this provision.

E. Deadline to Expend TRCC Funds; Requirement to Return Funds. UOLF shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2019**. If UOLF does not fully expend or is unable to fully expend the TRCC Funds prior to December 31, 2019, UOLF shall immediately return any remaining TRCC

Funds to the County. Additionally, if UOLF uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above or if the Interconnect Facility is not fully constructed and a certificate of occupancy is issued for the Interconnect Facility prior to December 31, 2020, UOLF shall immediately pay to the County an amount equal to the amount of TRCC Funds contributed to UOLF under this Agreement (in this case, \$4,000,000).

F. Reporting Requirements. Within six months following receipt of the TRCC Funds provided under this Agreement, UOLF shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT D**, detailing how the TRCC Funds were expended. Additionally, if UOLF has not fully expended the TRCC Funds at the time the initial Disbursement of Funds Report is submitted to the County, UOLF shall, every six months thereafter, submit completed copies of the Disbursement of Funds Report to the County until the TRCC Funds have been fully expended.

G. Recordkeeping. UOLF agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on UOLF's books. UOLF shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. UOLF shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) UOLF agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in UOLF's possession.

(ii) UOLF, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. UOLF understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. UOLF expressly agrees that the County may monitor the expenditure of TRCC Funds by UOLF.

(iii) UOLF agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application

and evaluation information and to audit the use of TRCC Funds received by UOLF under this Agreement, and the accounting of such use. If the County requests an audit, UOLF agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. UOLF agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the UOLF for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. UOLF represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of UOLF or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises UOLF's use of TRCC Funds under this Agreement.

(ii) Ethical Standards. UOLF represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

(iii) UOLF's Tax Status; Representation. UOLF represents to the County that it has been recognized by the Internal Revenue Service as a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

3 . GENERAL PROVISIONS:

A. 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; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of the Agreement. This agreement will become effective on the date when

all Parties have signed it (the “Effective Date”). This Agreement shall terminate upon UOLF’s full expenditure of the TRCC Funds received under this Agreement and upon UOLF’s completion of the associated reporting requirements described in Paragraph 2D above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, UOLF’s obligations in Paragraphs 2G, 2H, 2I and 2J above and Paragraph 3E below shall survive the expiration or termination of this Agreement.

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

D. Agency. No officer, employee, or agent of UOLF or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers’ compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. UOLF and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

E. Indemnification. UOLF shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the “Indemnified Parties”) from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) UOLF’s breach of this Agreement; (ii) any acts or omissions of or by UOLF, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) or UOLF’s use of the TRCC Funds. UOLF agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

F. Governmental Immunity and Liability. The County is a body corporate and politic of the State of Utah and is subject to the Governmental Immunity Act of Utah (the “Immunity Act”), Utah Code Ann. §§ 63G-7-101, *et seq.* Nothing contained in this Agreement is intended to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. The Parties agree that the County will only be liable within the parameters of the Immunity Act, and in no case will any of the Indemnified Parties be liable to UOLF or to any third party for consequential damages. The Parties agree: (i) that the Indemnified Parties shall have no liability for any debts, liabilities, deficits or cost overruns of UOLF or related to the Interconnect Facility; (ii) that the liability of the Indemnified Parties hereunder will be limited to the payment of the TRCC Funds pursuant to the terms and conditions of this Agreement; and (iii) that the Indemnified Parties will have no other duty or obligation to UOLF or any other person. The Parties further agree that the provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be contributed to UOLF to help finance the construction of the Interconnect Building as indicated in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, then the County's obligation to contribute TRCC Funds to UOLF under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute TRCC Funds to UOLF in succeeding fiscal years. The County's obligation to contribute TRCC Funds to UOLF under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of UOLF, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify UOLF of such non-funding and the termination of this Agreement. However, in no event, shall the County notify UOLF of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to UOLF under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of UOLF to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by UOLF on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to UOLF of the occurrence thereof.

(b) UOLF no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to UOLF under

this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by UOLF under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to UOLF; and/or

(b) Seek repayment of any TRCC Funds previously paid to UOLF under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-days written notice specifying the nature, extent and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to UOLF and have been expended by UOLF for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or UOLF that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to UOLF.

K. 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.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records and all

other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. UOLF shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. UOLF shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties.

P. 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 will remain operative and binding on the Parties.

Q. 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 the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of UOLF warrants his or her authority to do so and to bind UOLF. The County may require UOLF to return all TRCC Funds paid to UOLF based upon a breach of warranty of authority.

S. 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.

Each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

CONTRIBUTION AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Ben McAdams or Designee

Dated: _____, 20 ____

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Erin Litvack
Deputy Mayor for County Services
Dated: _____, ____

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

Digitally signed by
Stephen Barnes
Date: 2017.01.30
10:57:22 -07'00'
By _____
Deputy District Attorney

[Signatures continue on next page.]

CONTRIBUTION AGREEMENT -- SIGNATURE PAGE FOR UOLF

**UTAH ATHLETIC FOUNDATION d/b/a
UTAH OLYMPIC LEGACY FOUNDATION**

By _____

Name: _____

Title: _____

Dated: _____, 20____

1401644v1

EXHIBIT A
Project Description (Interconnect Facility)

KEARNS ATC - PROGRAM ANALYSIS (1-18-17) - NET SQUARE FOOTAGE (NSF)

*Can this be renamed
"Joint Unit"?*

Can this be renamed "Common Areas"?

		DISTRICT UNIT		JOINT MEETING UNIT		UOLF UNIT		SHARED SPACES	
LEVEL 1									
123	KOPFC FITNESS - L1	5,433 NSF		5,433 NSF					
111B	USS MENS LOCKERS	381 NSF				381 NSF			
112B	USS WOMENS LOCKERS	386 NSF				386 NSF			
114A	USS EQUIPMENT	433 NSF				433 NSF			
115	USS MEETING	330 NSF				330 NSF			
119	USS STORAGE	99 NSF				99 NSF			
116	USS REHABILITATION POOLS	584 NSF				584 NSF			
118	USS TESTING & EVALUATION	1,247 NSF				1,247 NSF			
113	USS TRAINERS	434 NSF				434 NSF			
110	USS WEIGHT TRAINING	4,555 NSF				4,555 NSF			
101	PUBLIC LOBBY	1,534 NSF						1,534 NSF	
102	JAN. - L1	66 NSF						66 NSF	
117	USS REHABILITATION	731 NSF				731 NSF			
124	KOPFC ADMIN OFFICE	123 NSF		123 NSF					
125	KOPFC OFFICE	97 NSF		97 NSF					
113A	USS HALLWAY	287 NSF				287 NSF			
120	USS EXAM	98 NSF				98 NSF			
114B	CONDITIONED EQUIPMENT	158 NSF				158 NSF			
114C	NUTRITION BAR	20 NSF				20 NSF			
103	DATA	113 NSF						113 NSF	
104	ELEC	123 NSF						123 NSF	
105	ELEVATOR	52 NSF						52 NSF	
217	ENTRY VESTIBULE	160 NSF						160 NSF	
121	USS EXAM	125 NSF				125 NSF			
122	USS EXAM	126 NSF				126 NSF			
139	CLINIC BREAK / KITCHEN	124 NSF				124 NSF			
133	CLINIC EXAM 2	136 NSF				136 NSF			
132	CLINIC EXAM 1	135 NSF				135 NSF			
131	CLINIC RECEPTION / WAITING	184 NSF				184 NSF			
134	CLINIC EXAM 3	149 NSF				149 NSF			
138	CLINIC OFFICE	117 NSF				117 NSF			
137	CLINIC OFFICE	120 NSF				120 NSF			
136	CLINIC OFFICE	124 NSF				124 NSF			
135	CLINIC STORAGE	91 NSF				91 NSF			
141	CLINIC ACTIVE CARE	181 NSF				181 NSF			
140	CLINIC RESTROOM	88 NSF				88 NSF			
142	CLINIC HALLWAY	259 NSF				259 NSF			
111A	USS MENS RR	244 NSF				244 NSF			
112A	USS WOMENS RR	272 NSF				272 NSF			
		19,919 NSF		5,653 NSF		- NSF		12,218 NSF	2,048 NSF

LEVEL 2

207	BRIDGE (CONNECTING LINK)	596 NSF						596 NSF	
210-1	MULTI-PURPOSE A	1,332 NSF			1,332 NSF				
214	USS NUTRITION	856 NSF				856 NSF			
213	COMMUNITY MEETING	411 NSF			411 NSF				
212	STORAGE	176 NSF			176 NSF				
211	WARMING KITCHEN	253 NSF			253 NSF				
203	PUBLIC MENS	196 NSF						196 NSF	
221	KOPFC FITNESS - LEVEL 2	4,690 NSF		4,690 NSF					
202	PUBLIC WOMENS	194 NSF						194 NSF	
204	JAN. - L2	34 NSF						34 NSF	
209	FAMILY RR	65 NSF						65 NSF	
215	COMMUNITY OFFICE	332 NSF			332 NSF				
208	FAMILY RR	81 NSF		81 NSF					
123	BRIDGE (CONNECTING LINK)	329 NSF						329 NSF	
206	KOPFC STORAGE	109 NSF		109 NSF					
201A	PUBLIC LOBBY - L2	1,318 NSF						1,318 NSF	
201B	COMMUNITY PRE-FUNCTION	1,223 NSF			1,223 NSF				
214A	USS NUTRITION KITCHEN	468 NSF				468 NSF			
147	USS KITCHEN STAIR LANDING	78 NSF				78 NSF			
210-3	MULTI-PURPOSE C	376 NSF			376 NSF				
210-2	MULTI-PURPOSE B	990 NSF			990 NSF				
		14,107 NSF		4,880 NSF		5,093 NSF		1,402 NSF	2,732 NSF

****Is the "Community Office" the
office designated for 24/7 Kearns
Metro Township use?****

	DISTRICT UNIT TOTAL	JOINT MEETING UNIT TOTAL	UOLF UNIT TOTAL	SHARED SPACES TOTAL
GRAND TOTALS:	34,026 NSF	10,533 NSF	5,093 NSF	13,620 NSF
				4,780 NSF

10/24/2014

NOT FOR CONSTRUCTION



**KEARNS
ATHLETE
TRAINING AND
EVENT CENTER**

1000 WEST 1000 SOUTH, SUITE 1000, SALT LAKE CITY, UT 84119

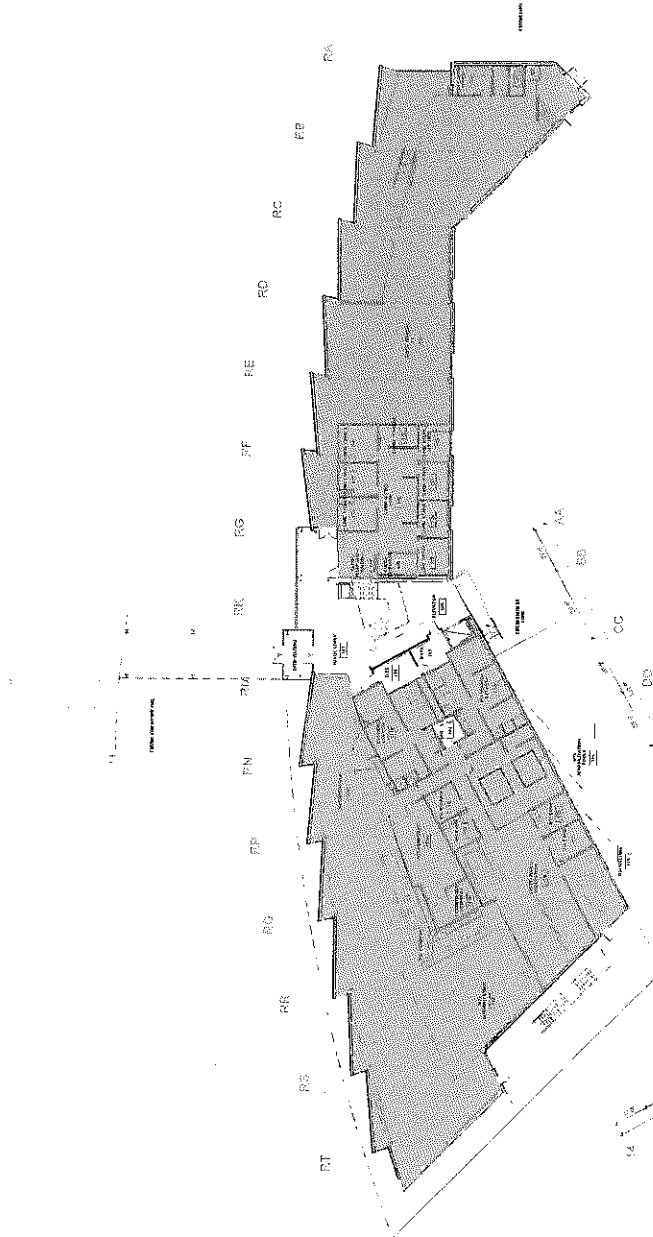
DESIGNED BY: GSBS ARCHITECTS
DATE: 10/24/2014
PROJECT NO.: 1401-001
FLOOR PLAN - LEVEL 1

A203

U T R Q P M N L K J H G F E D C B A

11 10 9 8 7

6 5 4 3 2 1



- UTAH STATE ARCHITECT FOUNDATION (USAF) UNIT
- JOINT MEETING UNIT
- DISTRICT UNIT
- SHARED SPACES

OVERALL PLAN - LEVEL 1
1/8" = 1'-0"

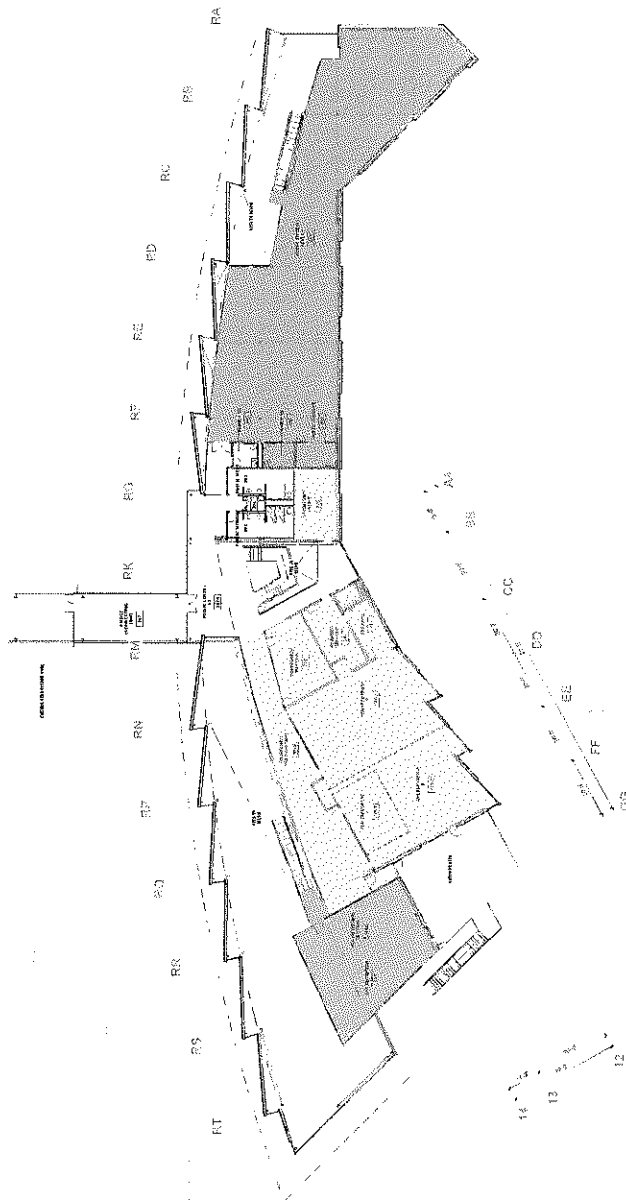
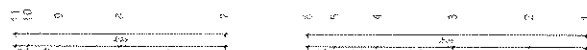
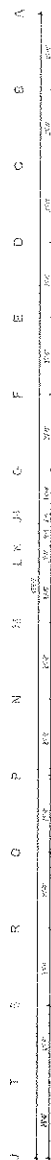
NOT FOR CONSTRUCTION

KEARNS
ATHLETE
TRAINING AND
EVENT CENTER

Journal of Management Education 37(6)p. 689-704

OWNER PROJECT NO.
1985 PROJECT NO.
ISSUED DATE

A204



STEFAN QUYNH K LEGACY FOUNDATION (LQOF) INC

JOINT MEETING UNIT

DISTRICT UNIT

SHARED SPACES

1
A204 1'-6" = 1'-0"

1
A204 1'-6" = 1'-0"

EXHIBIT B
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2017, by and between the UTAH ATHLETIC FOUNDATION dba "Utah Olympic Legacy Foundation" ("UOLF"), OQUIRRH RECREATION AND PARKS DISTRICT, a political subdivision of the State of Utah (the "District"), and SALT LAKE COUNTY, a body politic and corporate pursuant to the laws of the State of Utah (the "County"), each a "Party" and collectively the "Parties" herein.

Recitals

A. UOLF currently leases and operates the Utah Olympic Oval Facility (the "Oval") pursuant to a "Temporary Lease Agreement (Utah Olympic Oval)" between the District as "Landlord" and UOLF as "Tenant", dated as of July 1, 2008 (the "Temporary Lease"), and subject to certain surviving terms of a "Speed Skating Oval Agreement" dated as of August 1, 1993 (the "Oval Agreement").

B. The District, UOLF and the County desire to facilitate the development and construction of a multi-use athlete training, public fitness, and public meeting and event building, including meeting rooms (the "Interconnect Facility") adjacent to the Oval and the District's existing Fitness Center, to be established as a "commercial condominium project" as defined in the Condominium Ownership Act, Utah Code Ann. § 57-8-1, et seq., with the condominium units to be owned by the District and UOLF, and used in part by the County, to further the objectives of the District, UOLF and the County. The County desires to assist Kearns Metro Township (the "Township"), which will come into existence in January 2017, in obtaining the right to use certain office meeting space in the Interconnect Facility as provided herein.

C. The Parties have obtained funding commitments from governmental and community sources, and are willing to commit funds as set forth herein, which are in the aggregate sufficient to develop and construct the Interconnect Facility.

D. UOLF, the District and the County desire to proceed expeditiously to cooperate in the development and construction of the Interconnect Facility, and UOLF and the District desire to enter into a long term lease of the Oval, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Long Term Lease of Oval. Concurrently with commencement of construction of the Interconnect Facility as set forth below, the District will enter into a long term lease in ordinary and customary form of the Oval to UOLF, or to its designated affiliate or wholly owned and controlled subsidiary, provided that if the lease is to an affiliate or subsidiary of UOLF, UOLF shall fully guarantee performance of the obligations of such affiliate or subsidiary, which lease shall incorporate the following terms and conditions.

Term:	thirty (30) years, with two (2) twenty (20) year renewal options;
Rent:	annual rent of \$15.00 per year;
Premises:	the leased premises to include the Oval. The land on which the solar power facilities are located, and the parking areas, shall be subject to long term leases, easements or irrevocable licenses, consistent with UOLF's long term interests in the Oval and the Interconnect Facility as described below;
Operating Expenses:	UOLF to pay all utilities, maintenance, repairs, and other costs of operation of the Oval on a "triple net" basis consistent with paragraph 4 of the Temporary Lease;
Capital Expenses:	UOLF to pay all Capital Expenses related to maintaining, repairing and improving the Oval. At the expiration of the Term of the Oval lease as it may be extended, or upon earlier termination, and in the event the District elects not to continue operation of the Oval, the parties agree to cooperate in jointly seeking and applying for state funds to effect repurposing of the Oval, which repurposing shall be at the District's option. The parties also agree to cooperate in jointly seeking and applying for state funds in the event that during the term of the Oval lease, the Oval requires replacement of major capital items, such as the roof, generators, HVAC systems, etc.
Use by District Patrons:	Members of the public residing within the District, or purchasers of a use pass from the District will be provided with benefits as stated in paragraph 3 of the Temporary Lease.
Other Terms:	Lease terms, including insurance and indemnity to be generally consistent with those now set forth in the Temporary Lease, including shared use of certain parking facilities serving the Oval located on District property.

2. Development of Interconnect Facility. UOLF has at its expense engaged GSBS Architects to provide a preliminary plan and design, and to provide cost estimates for the construction of the Interconnect Facility. Based on the architect's current concept plan and cost estimates, UOLF anticipates the need to reduce the project scope to fit within a total project budget of \$11,400,000.

A. *Description of Interconnect Facility.* The building comprising the Interconnect Facility shall be a two-story approximately 35,000 square foot, more or less, condominiumized multi-use building (the "Building"). Approximately 36.0% of the space in the

Building will be owned by the District as a commercial condominium unit and used for expansion of the Fitness Center operated by the District (the “District Unit”); approximately 17.4% of the space in the building consisting of the meeting spaces designated on the “Floor Plans” described below and dedicated office space (which the County anticipates it will assign to the Township for use by the Township, and its affiliated community councils), shall be jointly owned by the District and UOLF as a commercial condominium unit (the “Joint Unit”), and operated pursuant to a “Joint Operating Plan” between the District and UOLF (the “Joint Operating Plan”) and which will be subject to an access license or use agreement executed by the District and UOLF in favor of the County, in form acceptable to the County (including anticipated use for the Township public meetings, its affiliated community councils, and other official community events, which shall be in addition to the anticipated Township’s right to use the dedicated office space), as provided below (the “County Use Agreement”); and the remaining approximately 46.6% of space in the Building will be owned by UOLF as a commercial condominium unit (the “UOLF Unit”), and leased to and used as offices by the United States Speedskating Association (“USS”), and otherwise used as determined by UOLF, which uses are anticipated to include office space, a sports medicine clinic, an Olympic skating display or museum, and other uses as determined by UOLF. The “Common Areas” in the Building will be appurtenant to the commercial condominium units, with the District and UOLF each owning an undivided interest in the Common Areas equivalent to their respective percentage ownerships in the commercial condominium units. The ownership of the commercial condominium units in the Building and contemplated and conceptual uses of the space within the Interconnect Facility are depicted in the “Floor Plans” on Exhibit “A” attached hereto. The Joint Operating Plan is attached as Exhibit “B” hereto.

B. *Cost of Interconnect Facility.* The estimated \$11,400,000 total project cost of the Interconnect Facility will be paid from financial contributions as follows:

Salt Lake County	\$ 4,000,000
State of Utah (via UOLF)	\$ 3,000,000
District	\$ 2,200,000
UOLF	\$ 1,200,000
USS (via UOLF)	<u>\$ 1,000,000</u>
	\$11,400,000

The Parties anticipate that the construction contract for the Interconnect Facility will be a “guaranteed maximum price” or “GMP” contract. To the extent feasible and legally permissible, the funds to construct the Interconnect Facility will be contributed and escrowed in a segregated account under the following schedule: \$3,000,000 State of Utah Funds (via UOLF) by no later than December 31, 2016; \$4,000,000 SL County TRCC funds by February 28, 2017; \$2,200,000 District funds by September 1, 2017, and \$2,200,000 UOLF & USS funds (via UOLF) by December 1, 2017.

In addition to the County’s contribution of TRCC funds toward construction of the Interconnect Facility as set forth above, it is anticipated that the County, subject to appropriate County approvals, will commit an additional \$1,000,000 contribution from other County sources

towards exterior site improvements that affect the immediate surroundings of the Interconnect Facility and that create a public space for the general public that reasonably connects the Building to the County's "Oquirrh Park". These additional site improvements are linked to a broader Oquirrh Athletic Park Campus plan being developed by the County with participation from other parties including the District and UOLF.

C. *Ownership of Facility.* The Interconnect Facility will be constructed on property currently owned by the District (the "Interconnect Ground"). The District will enter into an unsubordinated, long term (50 year) ground lease of the Interconnect Ground to UOLF for \$15.00 per year (the "Ground Lease"), with two options to extend the term for twenty five (25) years each, and containing such terms as are ordinary and customary, including the reversion of the improvements to the District upon expiration of the Ground Lease. The District and UOLF will enter into a condominium record of survey map with respect to the Interconnect Facility to be constructed on the Interconnect Ground, depicting the District Unit, the Joint Unit, the UOLF Unit, and the Common Areas, and which provides that the Interconnect Ground will be used for the condominiumized building comprising the Interconnect Facility so long as the Ground Lease is in effect. The Interconnect Facility will be considered a "leasehold condominium", as that term is defined in the Utah Condominium Ownership Act, Utah Code Ann. § 57-8-1, *et seq.*, such that the UOLF's ownership in the UOLF Unit and the Joint Unit, and leasehold interest in the Interconnect Ground will expire naturally upon the termination of the Ground Lease, at which time all ownership interests in the Interconnect Ground and the Interconnect Facility revert back to the District. The District and UOLF will enter into a condominium declaration in ordinary and customary form, with respect to the Interconnect Facility. The condominium declaration will contain such cross-easement, access, common-wall, common area and other mutual rights as are ordinary and typical in a condominiumized commercial building, and which will allow for a seamless look and feel at the Interconnect Facility, subject to the District's membership and use restrictions applicable to the District Unit, UOLF's lease to USS, other leases to a potential sports medicine provider, the County's access license or use agreement, and other leases, use agreements, or arrangements related to the UOLF Unit.

D. *Construction of Interconnect Facility.* Design and construction of the Interconnect Facility will be overseen by a three member Construction Oversight Board ("COB"), comprised of one representative from UOLF, one representative from the District, and one representative from the County. The board member appointed by UOLF will act as a chair of the COB, and will oversee administrative issues related to the COB. UOLF has hired a third-party "owner representative" to interact with the architects and contractors on behalf of the COB, to oversee actual construction, and to regularly report to the COB on design and construction progress and issues which arise with respect to construction of the Interconnect Facility. More particularly, UOLF has pursuant to an RFQ process, with the approval of the District and the County, hired Millcreek Consulting (Steve Brown) as "owner representative" to represent the interests of all Parties to this Agreement in the construction of the Interconnect Facility. The terms of the written contract with Millcreek Consulting are subject to review and approval of the COB, which approval shall not be unreasonably withheld, qualified, conditioned or delayed by any board member. UOLF will be the "contracting party" with the architect and general contractor on behalf of UOLF and the District for the Interconnect Facility, subject to any

applicable legal restrictions. Upon completion of construction of the Interconnect Facility, the COB will become the Interconnect Facility Oversight Board (the "FOB"). The board member appointed by UOLF will serve as the initial chair of the FOB, to serve an initial term of one (1) year. Thereafter, the chair of the FOB will rotate annually between a designee of the District and a designee of UOLF on January 1st of each year.

If the architect and general contractor for the Interconnect Building are not willing to contract with UOLF, or if it is either not legal or not feasible for UOLF to be the contracting party, UOLF and the District will jointly act as the contracting parties, subject to any applicable legal restrictions including, but not limited to, legal procedures applicable to the procurement of construction services, equipment, and other materials, supplies and services. In such event, the District being a governmental entity, it may be necessary to secure construction, goods and services by following requirements of the Utah Procurement Code (which is applicable to the District) found in Title 63G, Chapter 6a of the Utah Code.

E. *Operation of Interconnect Facility.* The District will exclusively possess and control the operation, maintenance and repair of that portion of the space in the Interconnect Facility which it owns. UOLF will exclusively possess and control the operation, leasing, scheduling, reservations, maintenance and repair of the space in the Interconnect Facility which UOLF owns. With respect to the Joint Unit, including the public meeting and event space for which the County will have use rights as set forth below, leasing, scheduling and reservations shall be facilitated through UOLF's and the District's respective group event and meeting staffs as described in the Joint Operating Plan attached as Exhibit "B". The District and UOLF will provide meeting space within the Joint Unit to the County as requested, and on a space available basis, up to 20 hours per month for a total of 240 hours per year, for County or following an assignment by the County, for the Township purposes, without charge, as agreed upon by the County, the District and UOLF in an ongoing access license or use agreement in favor of the County, in the form attached as Exhibit "C" hereto (the "County Use Agreement"). Any such use of the meeting space in the Joint Unit by the County (or the Township following assignment) is in addition to its right to use the dedicated office space within the Joint Unit. The parties acknowledge, however, that if the Township fails to accept an assignment or sublicense of the County's right to use the dedicated office space and/or the meeting and event space within the Joint Unit, then the right to use the dedicated office space and all 20 hours of monthly use of the meeting and event space will still be allocated to the County. The Parties agree to review the County's and the Township's and its affiliated community council's actual use of the meeting space, and anticipated future use of the meeting space, on an annual basis. In the event that the County's and/or the Township's and its affiliated community council's use of meeting space within the Joint Unit exceeds 240 hours per year, the County and/or the Township and its affiliated community council's, as appropriate, will reimburse the District and UOLF for the equitable portion of the operating expenses attributable to such use in excess of 240 hours for such year, which amount will be determined by the County, and District and UOLF in the County's Use Agreement pursuant to other agreement. The District and UOLF shall each be responsible to pay ongoing operating, maintenance and repair costs attributable to that portion of the Interconnect Facility which each owns and operates. Except as otherwise expressly provided herein, operating, maintenance and repair costs of the Joint Unit will be shared equally between the District and UOLF, and the ownership interests in the Joint Unit will be owned equally (on a

50/50 basis) by the District and UOLF. The District and UOLF will also share pro-rata, in proportion to their respective condominium ownership interest in the Building comprising the Interconnect Facility, the ongoing operating, maintenance and repair costs of any Common Areas, common elements, and shared utilities and service systems in the Interconnect Facility (e.g., lobbies, elevators, shared restrooms, landscaping, etc.). UOLF and the District may seek equitable reimbursement of a portion of such costs from third parties utilizing portions of the Interconnect Facility, except that UOLF and the District will not seek reimbursement for County or the Township and its affiliated community council's use of the Joint Unit unless such meeting space use exceeds 240 hours per year, or involves greater than normal set up, clean up, or janitorial costs. The use by the County (and upon assignment, the Township's and its affiliated community council's use) of the dedicated office space in the Joint Unit shall not count toward the 240 hours of use per year.

F. *Sharing of Revenues and Expenses of Joint Unit.* Notwithstanding the District's and UOLF's joint ownership of the Joint Unit, the Parties agree that certain revenues and expenses will be shared in the following manner:

i. In the event that the District is the procuring cause of a third party rental of the meeting space in the Joint Unit, on a space available basis, the District shall be entitled to receive and retain all net rental revenues received from such third party rental, after payment of any janitorial, employee, or other expense related thereto and incurred as a result of such third party rental. Any third party rental engagement shall be subject to the master schedule as provided in the Joint Operating Agreement. Similarly, UOLF shall be entitled to retain all net rental revenues from third party rentals as to which it is the procuring cause after payment of any janitorial, employee or other expense related thereto and incurred as a result of such third party rental. All third party rentals shall be subject to all rules and regulations established by the District and UOLF for use of meeting space by third parties.

ii. The District shall retain all income received from lease rental or operation of the District Unit, and pay all expenses related to the District Unit. UOLF shall retain all income received from lease, rental or operation of the UOLF Unit, and pay all expenses related to the UOLF Unit.

iii. The County Use Agreement shall provide that the County will agree to consider a potential contribution to the cost of maintenance, repair and replacement of capital items, consistent with the level of its use of the Interconnect Facility.

G. *Implementation of Agreement.* Upon execution of this Agreement, the COB, through the Owners Representative, may authorize the architect to prepare detailed construction drawings based on the preliminary concept, designs and drawings and a necessary value engineering exercise. It is contemplated that the COB through the Owners Representative would act swiftly to select a construction manager / general contractor ("CMGC") within 60 days

of execution of this Agreement, and target commencement of construction by April 15, 2017, or as soon thereafter as is practicable.

H. *County and UOLF to enter into TRCC Contribution Agreement and County, District and UOLF to enter into County Use Agreement.* The County and UOLF agree to enter into the TRCC Contribution Agreement attached hereto as Exhibit "D", and the County, District and UOLF agree to enter into the County Use Agreement in the form of Exhibit "C" hereto. Notwithstanding anything to the contrary, the Parties agree that the County will have no obligation to contribute funds toward construction of the Interconnect Facility unless and until the County and UOLF enter into the TRCC Contribution Agreement and the County, District and UOLF enter into the County Use Agreement and the District and UOLF have entered into a long term ground lease for the Interconnect Ground, and a long term facility lease of the Oval, as set forth above.

I. *Interlocal Cooperation Act.* As the County and the District are governmental entities in the State of Utah, and in satisfaction of the requirements of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the "Cooperation Act"), the following provisions apply to the Agreement as between the County and the District:

i. This Agreement shall be authorized by a resolution of the legislative body or board of trustees, respectively, of the County and the District pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

ii. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of the County and the District pursuant to and in accordance with the Section 11-13-202.5 of the Cooperation Act.

iii. A duly executed original counterpart of this Agreement shall be filed immediately with the keepers of records of the County and the District pursuant to Section 11-13-209 of the Cooperation Act.

iv. The Chair of the District and the Mayor of the County are hereby designated as the administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act and, to the extent necessary, voting will be based upon one vote per Party, pursuant to Section 11-13-206(1)(g).

v. This Agreement does not create a separate interlocal entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

vi. This Agreement shall stay in effect until the all other agreements contemplated by this Agreement have been executed, or until the Parties mutually

agree in writing to terminate this Agreement or a portion thereof, but in no event shall the term of this Agreement exceed 50 years.

J. *Future Agreements.* This Agreement is binding upon the Parties as set forth herein. The Parties agree to negotiate in good faith and agree upon such other and further agreements which are contemplated by this Agreement and necessary to effectuate the intent of this Agreement, in accordance with and consistent with the terms and conditions set forth herein, and such other terms as shall be ordinary, customary or legally required for such contemplated additional agreements.

EXECUTED as of the date first written above.

“UOLF”

“District”

Utah Athletic Foundation, dba Utah Olympic
Legacy Foundation

Oquirrh Recreation and Parks District

By _____
Colin Hilton
Chief Executive Officer

By _____
Brent D. Sheets
Executive Director

“County”

Salt Lake County

By _____
Ben McAdams, Mayor

1395844v6

EXHIBIT C
County Use Agreement

EXHIBIT "C"
(County Use Agreement)

ACCESS AND USE AGREEMENT

This Access and Use Agreement (this "**Use Agreement**") is entered into this ___ day of _____, 2017 by and between the Utah Athletic Foundation dba "Utah Olympic Legacy Foundation," a Utah nonprofit corporation ("**UOLF**"), Oquirrh Recreation and Parks District, a political subdivision of the State of Utah (the "**District**") and Salt Lake County, a body politic and corporate pursuant to the laws of the State of Utah (the "**County**"). UOLF and the District are sometimes referred to herein collectively as "**Owner**." UOLF, the District and the County are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Owner, as tenants in common, owns a condominium unit located in the Oquirrh Park Interconnect Building, and legally described as follows (the "**Joint Unit**"):

Unit "___", Oquirrh Park
Interconnect Building, according
to the Record of Survey Map
on file with the Salt Lake County, Utah Recorder

B. The Joint Unit contains certain public meeting space, as further depicted on Exhibit "A," attached hereto (the "**Meeting Space**"). The Joint Unit also contains approximately 400 square feet, more or less, of office space, as further depicted on Exhibit "A," attached hereto (the "**Dedicated Office Space**").

C. Owner has, or will, enter into a Joint Operating Plan governing the scheduling and coordination of use of the Meeting Space (the "**Joint Operating Plan**") attached hereto as Exhibit "B."

D. The County desires to use the Meeting Space from time to time for purposes of holding public meetings and events, and meetings of County officials and staff and Owner has agreed to grant the County a license to use the Meeting Space pursuant to the terms and conditions of this Use Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. **County Use of Meeting Space; Term.** Owner hereby grants to the County a license to use the Meeting Space for the purposes of holding public and non-public meetings and events and meetings of County officials and staff, on a space available basis. Furthermore, Owner hereby grants to the County a license to use the Dedicated Office Space, which license is

assignable to the Kearns Metro Township and its affiliated community councils. Unless earlier terminated as set forth herein, this Use Agreement and the license granted to the County use the Meeting Space and Dedicated Office Space under this Use Agreement shall expire thirty (30) years after the date the Interconnect Facility opens.

2. **Scheduling and Use Overage.** County shall coordinate its use of the Meeting Space through a facility coordinator designated by Owner in writing from time to time subject to the terms of the Joint Operating Plan. County shall have the use of the Meeting Space for up to 20 hours per month, or a total of 240 hours per calendar year, without charge, provided County shall reimburse Owner for any extraordinary set up, clean up, or janitorial expenses incurred by Owner as a direct result of County's use of the Meeting Space. In the event County's use of the Meeting Space exceeds 240 hours per calendar year, County shall reimburse Owner for the operating expenses attributable to the County's use of the Meeting Space in excess of 240 hours. The Parties agree to review the County's and Kearns Metro Township's actual use of the Meeting Space and anticipated future use of the Meeting Space on an annual basis. With regard to the Dedicated Office Space, the County shall have exclusive, full-time and dedicated use.

3. **Potential Contribution to Capital Expenditures.** In preparing its annual budget, County will consider contributing to the cost of capital repairs and replacements to the Joint Unit in an amount commensurate with County's use of the Meeting Space.

4. **Assignment.** County shall not transfer, assign, mortgage, or hypothecate this Use Agreement, in whole or in part, or permit the use of all or any portion of the Meeting Space or Dedicated Office Space by any person other than County, or sublicense all or any portion of the Meeting Space, without the prior written consent of Owner in each instance, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Parties acknowledge that County may sublicense or assign a portion of its right to use the Meeting Space or Dedicated Office Space under this Use Agreement to the Kearns Metro Township, a municipality located in Salt Lake County, and to its affiliated community councils; provided no such sublicense shall release County of its obligations under this Use Agreement. Upon request of Owner, and as a condition of such sublicense to Kearns Metro Township, Kearns Metro Township shall agree in writing to comply with and be bound by and subject to the terms of this Use Agreement and the Joint Operating Plan.

5. **Indemnification.** County agrees to indemnify, hold harmless and defend Owner, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens, however allegedly caused, resulting directly or indirectly from, or arising out of, negligent or intentional acts or omissions by County, its agents, representatives, officers, employees, and contractors, assignees or sublicensees in the use of the Meeting Space. In the event the County assigns or sublicenses its use or a portion of its use of the Meeting Space to the Kearns Metro Township, the County shall require the Kearns Metro Township to Indemnify the Owner.

6. **Governmental Immunity.** County and District are bodies corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE

ANN. §§ 63G-7-101 to -904 (2015). The parties agree that County and District shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Use Agreement shall be construed, in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

7. **Compliance with Law.** County shall be solely responsible to assure that any and all use of the Meeting Space by County, its invitees, licensees and sublicensees shall be in full compliance with all applicable laws, rules, codes, regulations and other governmental requirements applicable to County, its business and its property. County shall operate and use the Meeting Space in compliance with all applicable covenants, restrictions, rules and regulations applicable to the Meeting Space, whether enforceable by Owner or otherwise.

8. **Event of Default.** In the event of a failure by County to observe and perform its obligations under this Use Agreement, Owner shall provide written notice of such failure and County shall have sixty (60) days to cure such failure. If County shall fail to cure or commence the cure of any default in accordance with this Paragraph 8, Owner, in addition to any other rights or remedies it may have, may terminate this Use Agreement upon seven (7) days written notice to County provided that such termination shall not relieve County from any other covenant or liability arising under this Use Agreement.

9. **Maintenance.** While Owner routinely maintains its property, it is under no specific obligation to maintain the Meeting Space for the benefit of the County and makes no warranty as to its ongoing condition. County shall be solely responsible to clean up any debris resulting from its use of the Meeting Space and County shall be responsible to pay for and perform any repairs to the Meeting Space or the Dedicated Office Space relating to damage caused by County or its sublicensees, customers, patrons and invitees.

10. **GRAMA.** Owner acknowledges that County and District are governmental entities subject to the Utah Government Records Access and Management Act ("GRAMA"), UTAH CODE ANN. §§ 63G-2-101 to -901 (2015). As a result, County and District are required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County or District is considered a "public record" under GRAMA. Any person who provides to County or District a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

11. **Interlocal Agreement.** As County and District are governmental entities in the State of Utah, and in satisfaction of the requirements of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the "Cooperation Act"), the following provisions apply to the Agreement as between County and District:

i. This Agreement shall be authorized by a resolution of the legislative body or board of trustees, respectively, of County and District pursuant

to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

ii. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of County and District pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act.

iii. A duly executed original counterpart of this Agreement shall be filed immediately with the keepers of records of County and District pursuant to Section 11-13-209 of the Cooperation Act.

iv. The Chair of the District Board of Trustees and the County Mayor are hereby designated as the administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act and, to the extent necessary, voting will be based upon one vote per Party, pursuant to Section 11-13-206(1)(g).

v. This Agreement does not create a separate interlocal entity and no joint budget will be established or maintained. Additionally, no real or personal property will be acquired, held or disposed of or used in the joint or cooperative undertaking, except as otherwise expressly described herein.

vi. The term of this Agreement shall expire on the thirtieth (30th) anniversary of the date on which the Interconnect Facility opens, but in no event shall the term of this Agreement exceed 50 years.

12. **Notice.** All notices to be given under this Use Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Salt Lake County
Attn: Contracts Administrator
2001 South State, Suite, N-4500
Salt Lake City, Utah 84190-3100

DISTRICT: Oquirrh Recreation and Parks District
Attn: Executive Director
5624 South 4800 West
Salt Lake City, Utah 84118

UOLF: Utah Olympic Legacy Foundation
Attn: President & CEO

PO Box 980337
3419 Olympic Parkway
Park City, Utah 84098

13. **Entire Agreement.** County and Owner acknowledge and agree that this Use Agreement constitutes the entire integrated understanding between County and Owner, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Use Agreement except as set forth in this Use Agreement. This Use Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

14. **Governing Law.** It is understood and agreed by the Parties hereto that this Use Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

15. **Counterparts.** This Use Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email shall be deemed an original signed copy of this Use Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties execute this Use Agreement the day and year recited above.

“COUNTY”

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

APPROVED AS TO FORM:

Attorney for County

“OWNER”

UTAH ATHLETIC FOUNDATION d/b/a Utah Olympic Legacy Foundation,
a Utah nonprofit corporation

By: _____

Printed Name: Colin Hilton

Title: Chief Executive Officer

Date: _____

The individual signing above hereby represents and warrants that he is duly authorized to execute and deliver this Use Agreement on behalf of Owner by authority of law and that this Agreement is binding upon the Owner. A person who makes a false representation of authority may be subject to criminal prosecution under UTAH CODE ANN. § 76-8-504.

[Signatures continue on next page.]

OQUIRRH RECREATION AND PARKS DISTRICT,
a political subdivision of the State of Utah

By: _____

Printed Name: Brent D. Sheets

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

Attorney for District

1396056v2

EXHIBIT D
Disbursement of Funds Report

1200

FORM B

**RECIPIENT ORGANIZATION'S
DISBURSEMENT OF FUNDS
REPORT**

This report is to be filed with the Council and Mayor's Offices within six months of receipt of the money. If further contributions are desired, the report must be filed with the Council and Mayor by September 1st of each year.

Name of Organization: _____

Address: _____

Contact Person: _____ Phone: _____

Fax: _____

Amount: \$ _____

Date Received: _____

Please describe how the money was spent; include who was helped, what other contributions were made to your program, etc.: