

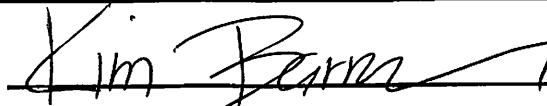
Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)	
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Date of Request	04-25-18
Requesting Staff Member	Holly M. Yocom
Requested Council Date	05-01-18
Topic/Discussion Title	Interlocal Cooperation Agreement between SLCo for its division of Parks and Recreation and Draper City.
Description	Resolution approving adoption of an Interlocal Cooperation Agreement between SLCo for its division of Parks and Recreation and Draper City for a field house to be included with the new Draper Recreation Center.
Requested Action¹	Approve/Consent
Presenter(s)	Holly M. Yocom, Director of Community Services Martin Jensen, Director of Parks and Recreation
Time Needed²	NA
Time Sensitive³	No
Specific Time(s)⁴	No
Will You Be Providing a PowerPoint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will You Be Providing Back-Up Documentation or Handouts? <small>Please attach supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.</small>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Mayor or Designee approval:



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 schedule on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____

DATE: _____

**A RESOLUTION OF THE SALT LAKE
COUNTY COUNCIL APPROVING ADOPTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY FOR ITS
DIVISION OF PARKS AND RECREATION AND DRAPER CITY
FOR A FIELD HOUSE TO BE INCLUDED WITH
THE NEW DRAPER RECREATION CENTER**

WHEREAS, Salt Lake County ("County") and Draper City ("City") anticipate entering into a related Interlocal Cooperation Agreement for the County to construct a recreation facility located in the City of Draper using proceeds of the 2016 voter-approved Recreation Bond (the "Facility"); and

WHEREAS, subsequent to the City's application to the County for the construction of the Facility, the City determined that a need existed to add a field house to the Facility; and

WHEREAS, the County desires to accommodate the City's need for a field house; and

WHEREAS, County and City desire to enter into an Interlocal Cooperation Agreement ("the Agreement") whereby the County will construct a field house to connect with the Facility and City will contribute \$1M in cash and other consideration to that end; and

WHEREAS, the adoption of the Agreement is in the best interests of the parties and in furtherance of the public interest; and

WHEREAS, the Agreement requires the County to construct an improvement to real property thereby requiring approval of the County's legislative body pursuant to the Utah Interlocal Cooperation Act, U.C.A. § 11-13-202.5; and

WHEREAS, the adoption of the Agreement is made pursuant to the Utah Interlocal Cooperation Act, U.C.A. § 11-13-101 *et seq.*;

NOW, THEREFORE, be it resolved by the Salt Lake County Council that the Interlocal Cooperation Agreement between the County and the City be accepted and approved and the

Mayor of Salt Lake County is hereby authorized to execute the Interlocal Cooperation Agreement.

DATED this ___ day of _____, 2018.

SALT LAKE COUNTY

By _____
Aimee Winder Newton, Chair

ATTEST:

Salt Lake County Clerk

Voting:

Council Member Bradley voting ____
Council Member Bradshaw voting ____
Council Member Burdick voting ____
Council Member DeBry voting ____
Council Member Granato voting ____
Council Member Jensen voting ____
Council Member Snelgrove voting ____
Council Member Wilson voting ____
Council Member Winder Newton ____

APPROVED AS TO FORM
District Attorney's Office
By: Megan L. Smith
Deputy District Attorney
Megan L. Smith
Print Name
Date: 2/27/18

County Contract No. _____
District Attorney No. 2018-10450

INTERLOCAL COOPERATION AGREEMENT

By and between
SALT LAKE COUNTY
For its Parks and Recreation Division
and
DRAPER CITY
for
Field House at The Draper Recreation Center

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah on behalf of its Division of Parks and Recreation ("County"), and DRAPER CITY ("City"), a municipal corporation of the State of Utah ("City"). The County and City are sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, City has previously submitted a ZAP Recreational Application proposing for County to construct an approximately 36,000 square foot recreation facility to be located at 657 East Vestry Road, Draper UT, 84020 ("Facility") within the City of Draper; and

WHEREAS, the Parties contemplate entering into a separate interlocal agreement for County to construct the Facility; and

WHEREAS, subsequent to its Application, City desired to expand the Facility to include a Field House; and

WHEREAS, County desires to accommodate City's Field House into the Facility in

consideration of a financial contribution from the City and certain additional terms; and

WHEREAS, the Parties desire to enter into this Agreement to establish their mutual rights and responsibilities with regards to the design and construction of Field House to be connected to the Facility.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and the payments herein mentioned to be performed and paid, the Parties agree as follows:

1. City shall:

- a. Waive all City building and City impact fees for the Field House; and
- b. Contribute One Million Dollars (\$1,000,000) to County for the design and construction of the Field House within ninety (90) days of the date of this Agreement.

2. County shall:

- a. Cause to design and construct a Field House connected to the Facility.
- b. Subject to the terms of this Agreement, grant City a right to have priority for programming the Field House during the term of this Agreement for City-operated programs only and not for any programs operated by third-party organizations and provided that City may only program the Facility for 10% of the hours in which it is open to the public.
 - i. City's right of priority programming shall not become effective unless the City and County enter into a separate agreement before the Facility opens.
- c. Waive rental fees for City's use of the Field House for the first ten (10) years of this Agreement.

d. Refund City its contribution of funds for the Field House should County determine that it will not construct the Field House. Such refund shall be made within ninety (90) days of County's written notice to contractors to permanently discontinue work on the Field House.

3. Term. This Agreement shall become effective upon execution and shall terminate ten (10) years thereafter.

4. Amendment. This Agreement may only be modified or terminated prior to the end of its term by written amendment, signed by both Parties.

5. Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2017), as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the County and the City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. Authority of Signators. The Parties represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that Party.

7. Notices. All notices and other communications, provided for in this Agreement, shall be in writing and shall be sufficient for all purposes if personally delivered or mailed by certified or registered U.S. mail, return receipt requested postage prepaid, and addressed to the respective

Party at the address set forth below or at such addresses as such Party may hereafter designate by written notice to the other Party.

To the County: Director - Division of Parks and Recreation
 2001 South State Street, S4 700
 Salt Lake City, Utah 84114

and

Contracts Administrator
Salt Lake County
2001 South State, Suite, N4 500
Salt Lake City, Utah 84114

To the City: David Dobbins, Manager
 Draper City
 1020 East Pioneer Rd.
 Draper, Utah 84020

8. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;

- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board consisting of the County's Director of Parks and Recreation and City's Manager;
- f. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party;
- g. Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement;
- h. Voting of County's Director of Parks and Recreation and City's Manager shall be based on one vote per Party;
- i. The functions to be performed by the joint or cooperative undertaking are those described in this Agreement; and
- j. The powers of the joint board are those described in this Agreement.

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

[Signature page to follow]

IN WITNESS WHEREOF, the City and the County have caused this agreement to be
duly executed as of the dates indicated below.

SALT LAKE COUNTY

By: Kimberly Barnett
Mayor or Designee
Date: 4/18/18

Division Approval:

By: Matthew Lewis
Director or Designee

Department Approval:

By: Rhelly M. You
Director or Designee

APPROVED AS TO FORM
District Attorney's Office
By: Megan L. Smith
Deputy District Attorney
Print Name
Date: 3/22/18

DRAPER CITY

By: Tyler
Mayor or Designee
Date: 3.30.18

ATTEST:

[Signature]
City Recorder



APPROVED AS TO FORM AND
LEGALITY

By: [Signature]
Attorney for City

County Contract No. _____
District Attorney No. 2018-10450

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By and between
SALT LAKE COUNTY
For its Parks and Recreation Division
and
DRAPER CITY
for
Field House at The Draper Recreation Center

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WITNESSETH:

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WHEREAS, County desires to accommodate City's Field House into the Facility in

consideration of a financial contribution from the City and certain additional terms; and

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Party at the address set forth below or at such addresses as such Party may hereafter designate by written notice to the other Party.

To the County: Director - Division of Parks and Recreation
2001 South State Street, S4 700
Salt Lake City, Utah 84114

and

Contracts Administrator
Salt Lake County
2001 South State, Suite, N4 500
Salt Lake City, Utah 84114

To the City: David Dobbins, Manager
Draper City
1020 East Pioneer Rd.
Draper, Utah 84020

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[Signature page to follow]

IN WITNESS WHEREOF, the City and the County have caused this agreement to be
duly executed as of the dates indicated below.

SALT LAKE COUNTY

By: Kimberly Berner
Mayor or Designee
Date: 4/10/10

Division Approval:

By: Whit Jensen
Director or Designee

Department Approval:

By: Shelly M. Goss
Director or Designee

APPROVED AS TO FORM
District Attorney's Office
By: Megan L. Smith
Deputy District Attorney
Megan L. Smith
Print Name
Date: 3/22/10



ATTEST:

[Signature]
City Recorder

DRAPER CITY

By: [Signature]
Mayor or Designee
Date: 3.30.10

APPROVED AS TO FORM AND
LEGALITY

By: [Signature]
Attorney for City