

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 THE CITY OF SOUTH JORDAN  
FOR HANDICAP ACCESSIBLE PLAYGROUND DESIGN &  
CONSTRUCTION SERVICES**

WHEREAS, Salt Lake County for its Division of Parks and Recreation (“County”) and the City of South Jordan (“City”) desire to enter into an Interlocal Cooperation Agreement (“the Agreement”) whereby the City desires for County’s park planners to design a handicap accessible playground to be located on City’s East Riverfront Park and contract with firms to construct the park as designed; and

WHEREAS, the Agreement would require improvements to real property; and

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

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

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:

*Megan L. Smith*

By: \_\_\_\_\_

Megan L. Smith  
Deputy District Attorney

Digitally signed by Megan Smith  
DN: dc=org, dc=sico, ou=Departments, ou=District  
Attorney, ou=Users, ou=GC,  
cn=Megan Smith,  
email=MeSmith@sico.org  
Date: 2018.07.02 14:23:19 -06'00'

**RESOLUTION R2018 – 32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY OF SOUTH JORDAN FOR CREATION OF AN INCLUSIVE PLAYGROUND LOCATED AT 10900 S. RIVERFRONT PARKWAY.**

**WHEREAS**, the playground existing at 10900 S. Riverfront Parkway was installed in approximately the year 1999 and has become difficult to maintain to current safety standards; and

**WHEREAS**, the South Jordan City Council approved the replacement of this playground as part of the City's fiscal year 2016 budget; and

**WHEREAS**, the South Jordan Rotary Club desired to collaborate with the City to provide an all-abilities playground and both the Rotary Club and the City decided that 10900 S. Riverfront Parkway was a good location; and

**WHEREAS**, Salt Lake County agreed to be a financial partner for the creation of such as playground; and

**WHEREAS**, Salt Lake County and the City of South Jordan are public agencies which are authorized to enter into an agreement with one another for joint or cooperative action pursuant to UCA § 11-13-202; and

**WHEREAS**, the South Jordan City and Salt Lake County desire to work cooperatively and have negotiated the attached agreement pursuant to the Interlocal Cooperation; and

**WHEREAS**, the South Jordan City Council finds it in the best interest of the health, safety, and welfare of the residents of South Jordan to authorize the South Jordan City Mayor to sign an agreement with Salt Lake County for creation of an inclusive playground.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:**

**SECTION 1. Authority to Execute Agreement.** The South Jordan City Council hereby authorizes the Mayor to execute the attached Interlocal Cooperation Agreement.

**SECTION 2. Effective Date.** This Resolution shall become effective immediately upon passage.

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
ON THIS 19 DAY OF June, 2018 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	<u>X</u>	_____	_____	_____
Bradley Marlor	<u>X</u>	_____	_____	_____
Donald Shelton	<u>X</u>	_____	_____	_____
Tamara Zander	<u>X</u>	_____	_____	_____
Jason McGuire	<u>X</u>	_____	_____	_____

Mayor:

Dawn R. Ramsey  
Dawn R. Ramsey

Attest:

Anna M. Weiss  
City Recorder

Approved as to form:

Charles B. Brey  
Office of the City Attorney



## Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made effective June 19, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and THE CITY OF SOUTH JORDAN, a Utah municipal corporation (the "City"). The County and the City are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

### RECITALS:

- A. WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and
- B. WHEREAS, County and City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as Utah Code Ann. §11-13-101, et seq., known as the Interlocal Cooperation Act); and
- C. WHEREAS, County operates a parks planning program which is intended to enhance resident and visitor experiences through designing enjoyable parks and playgrounds; and
- D. WHEREAS, City is the owner of real property located at 10900 S. Riverfront Parkway in the City of South Jordan (the "East Riverfront Property"); and
- E. WHEREAS, City and County desire to work cooperatively to develop an inclusive playground at the East Riverfront Property as depicted in Exhibit "1" to this Agreement (the "Playground"), incorporated herein by reference; and
- F. WHEREAS, Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement to document their mutual commitments and understandings with regards to pursuing the above described project.

### 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. The above stated recitals are hereby incorporated into this Agreement.
2. The County shall:
  - a. Be responsible for the design of a Playground to be located on City's East Riverfront Property;
  - b. Contract with vendors to build the Playground as depicted in Exhibit "1;"

- c. Pay vendors directly for the Playground in an amount not to exceed \$575,000;
- d. Invoice City for \$375,000 upon completion of the Playground construction.

3. The City shall:

- a. On or before June 30, 2018, prepare a site at 10900 S. Riverfront Parkway for construction of the Playground by demolishing and hauling off the existing irrigation, equipment, playground surfacing, concrete surround, and affected landscape;
- b. Authorize County and its contractors access to the site City prepares for construction and installation of the Playground;
- c. Once construction is completed, take ownership of the improvements constructed and installed by County and be responsible for installing landscaping elements at the Playground such as cobble, trees, plants and providing irrigation as needed for the site;
- d. Upon receipt of invoice, pay County \$375,000 for County's expenses incurred in designing and constructing the Playground on City's East Riverfront Playground.

4. County shall manage all aspects of the design and construction of the Playground, including all bidding procedures and construction management. County shall assure that the funds allocated for construction are spent on authorized Playground costs in accordance with rules and regulations governing disposition of the Recreation Bonds' funds.

5. County shall not be liable to City for any extra costs or overruns on the Playground, or any additional funding in excess of the total amount stated above, without a prior written amendment to this Agreement.

6. Term. This Agreement shall become effective upon execution and shall terminate December 31, 2018. Upon the termination of this Agreement, the Parties shall be considered to have withdrawn from the joint or cooperative undertaking described in this Agreement.

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

8. Indemnification.

a. City agrees to protect, defend, release, indemnify and hold harmless County, and any affiliates, successors, officers, trustees, agents and employees of County from and against any and all losses arising out of or resulting from: (1) the design, engineering, or construction of the Playground; (2) the use or operation of the Playground by City's officers, directors, employees, invitees, or the public at large; (3) negligence in the operation or use of Playground by City or any employees, principals, contractors or agents of City; or (4) City's breach of any provision of this Agreement.

b. Except to the extent that County's negligence was a contributing factor to losses incurred by City, City hereby releases County from, and agrees not to seek recourse against County with respect to, any claims, damages, fees, expenses or other losses proximately caused by third persons arising out of or resulting from (1) the design, engineering, or construction of the Playground; or (2) the use or operation of the Playground by City's officers, directors, employees, invitees or the public at large.

c. The provisions of this Paragraph 8 shall survive the termination of this Agreement.

9. 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.

10. 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:        The City of South Jordan  
Director of Administrative Services  
1600 West Towne Center Drive  
South Jordan, UT 84095

11. Interlocal Cooperation Act.

a. Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that no new entity is created by the provisions of this Agreement.

b. Pursuant to Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the City's designee. The joint board shall meet as needed to review the operation of this Agreement. To the extent necessary, voting will be based upon one vote per Party, pursuant to U.C.A. § 11-13-206(1)(g).

c. This Agreement will not take effect until: (a) it has been approved by both Parties,

as required by Utah Code Ann. §§ 11-13-202(2), it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.

d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done under this Agreement, and for any budgeting or financing of such costs.

e. To the extent 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. This includes any disposition of property upon the termination of this Agreement.

f. Either Party may withdraw from this Agreement for an "Event of Default" as defined below, upon written notice from the party wishing to withdraw to the other party. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

12. 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.



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: \_\_\_\_\_  
Mayor or Designee

Date: \_\_\_\_\_

Division Approval:

By: Charles Weilmant For Martin Jansen  
Director or Designee

Date: \_\_\_\_\_

Department Approval:

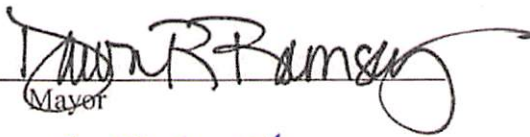
By: Holly M. Yocom  
Holly Yocom, Director

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW

By: Megan L. Smith  
Megan L. Smith  
Deputy District Attorney

Digitally signed by Megan Smith  
DN: cn=Megan Smith, ou=Salt Lake County, ou=Deputy District Attorney, email=Megan.Smith@slc.gov, c=US  
Date: 2018.05.29 15:48:31 -0800

THE CITY OF SOUTH JORDAN

By:   
Mayer

Date: 6-19-2018

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW

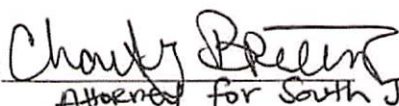
By:   
Attorney for South Jordan City  
Name: Charity Brien



Exhibit 1

Note: All custom designs and artwork are conceptual and could change upon final design and order. An additional turn-around time should be expected when order is placed. Any panel graphics shown can be designed specifically to meet the customers needs.

## East River Front

South Jordan, UT

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
Dark Brown	Green	Dark Brown-Sand	Brown
Silver	Lime		
Yellow	Brownstone		
Blue	Red		
	White		
		ROPE, BOULDERS & SHADE	
		Green	





Note: All custom designs and artwork are conceptual and could change upon final design and order. An additional turn-around time should be expected when order is placed. Any panel graphics shown can be designed specifically to meet the customers needs.

**East River Front**  
South Jordan, UT

Sales Representative

**BIG T RECREATION**

Equipment Manufacturer

**PLAYWORLD**  
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
<div>Dark Brown</div> <div>Silver</div> <div>Yellow</div> <div>Blue</div>	<div>Green</div> <div>Lime</div> <div>Brownstone</div> <div>Red</div> <div>White</div>	<div>Dark Brown-Sand</div> <div>ROPE, BOULDERS &amp; SHADE</div> <div>Green</div>	<div>Brown</div>





**BIG T RECREATION**  
11618 S. State Street #1602  
Draper, UT 84020

EQUIPMENT SIZE:  
**66'7" X 46'11" X 17'**

USE ZONE:  
**117'11" X 89'5"**

AREA: N/A

PERIMETER: N/A

FALL HEIGHT:  
**9 Ft.**

USER CAPACITY:	AGE GROUP:
<b>173</b>	<b>5-12</b>

<b>ADA SCHEDULE</b>	Total Elevated Play Activities: <b>26</b>	
	Total Ground-Level Play Activities: <b>29</b>	
	Accessible Elevated Activities	Accessible Ground-Level Activities
	Accessible Elevated Activities	Accessible Ground-Level Play Types
Required	<b>13</b>	<b>8</b>
Provided	<b>23</b>	<b>10</b>

- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO:  
**18-0436B.BTR**

SCALE:  
NOT TO SCALE

DRAWN BY:  
MICHAEL BORDNER

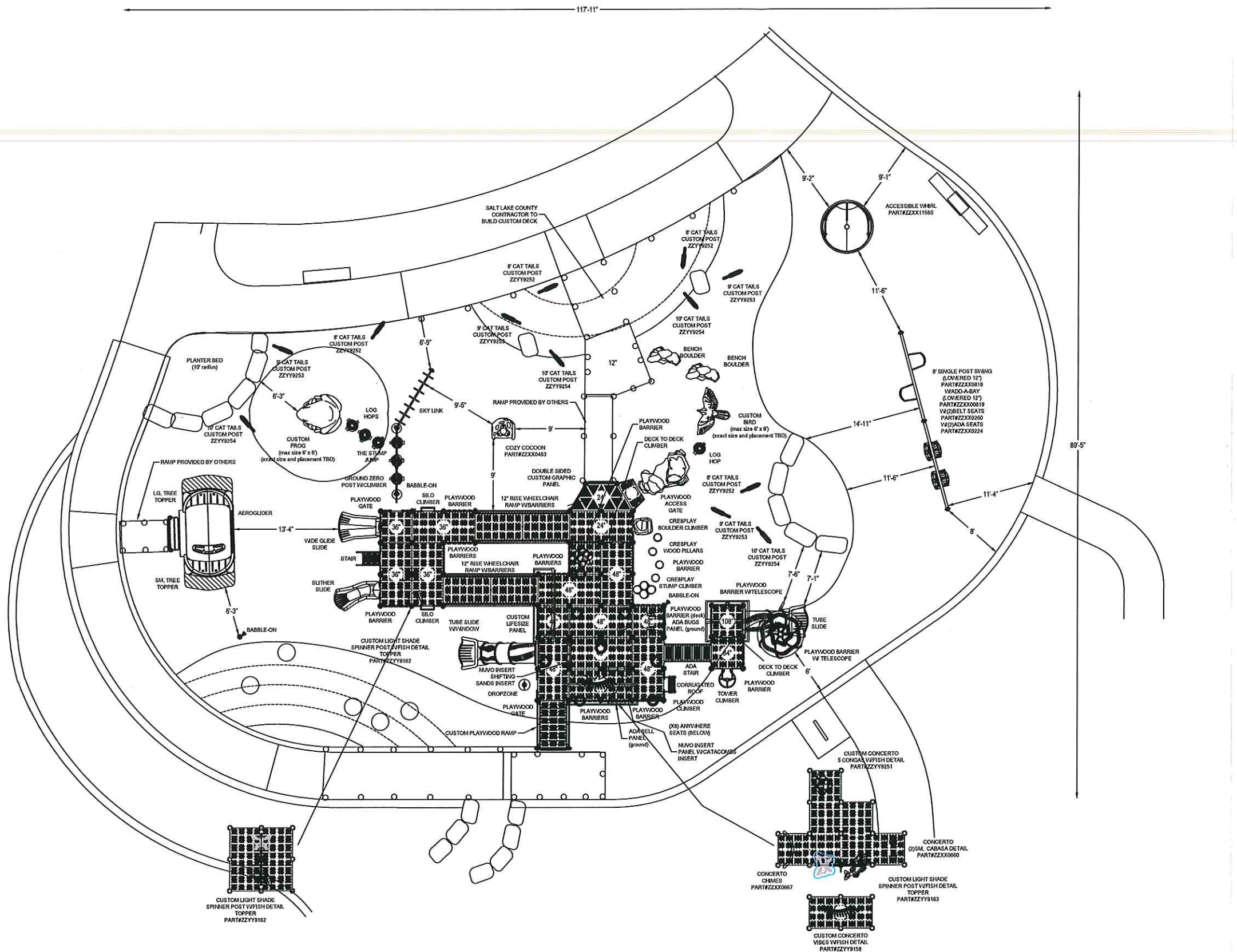
### Paper Size

DATE:  
28-MARCH-18

B

# EAST RIVER FRONT - CHIP CONCEPT

SOUTH JORDAN, UT



**\*PLAYGROUND SUPERVISION REQUIRED**