

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
And
STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND
MANAGEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is effective the _____ day of July, 2018, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”), and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT** (“DFCM”). The County and DFCM are sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “Act”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and DFCM are public agencies for purposes of the Act.

D. Shelter the Homeless, Inc., a Utah nonprofit corporation (“STH”) has purchased certain real property located at 3380 South 1000 West in the City of South Salt Lake, Utah, also identified as Parcel No. 15-26-377-020 (the “STH Parcel”).

E. Near the STH Parcel, the County owns a parcel of land located at 3496 South 900 West, also identified as Parcel No. 15-35-200-033 (the “County Parcel”), which is narrow but spans the distance between 1000 West and 900 West and has no current viable use other than to be used as part of a roadway and/or utility right of way.

F. DFCM owns and/or controls a parcel of land located at 3494 South 900 West in South Salt Lake, Utah, also identified as Parcel No. 15-35-200-004 (the “State Parcel”), which is near the STH Parcel and adjacent to the County Parcel.

G. The City of South Salt Lake is requiring a private secondary access for the STH Parcel between 1000 West and 900 West; the private secondary access will also be used to locate a new water line and other utilities.

H. Working with DFCM and the City of South Salt Lake, STH has identified the County Parcel and a portion of the State Parcel as the area designated for the private secondary access.

I. In order to facilitate the placement of the private secondary access, the water line, and other utilities, to simplify the process of construction and maintenance of the private secondary access, to retain for the County a right to use the private secondary access, and to reduce the County's obligation to maintain the County Parcel for which it has no use, the County would like to convey the County Parcel to DFCM.

J. Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement, which sets forth the terms and conditions of their joint and cooperative action to provide for construction and maintenance of the access road.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyance.** Contemporaneously herewith, County shall convey and transfer the County Parcel to DFCM by executing and delivering to DFCM a Quit Claim Deed (the "Deed") in substantially the form attached hereto as Exhibit A

Section 2. **Consideration.** The County Parcel has little or no practical or economic value beyond use for non-income-producing public purposes. The County understands that DFCM will use County Parcel as part of the private secondary access for the benefit of the STH Parcel and to locate a new water line and other utilities, and in the event the County Property ceases to be used for these purposes within ten years from recording the Deed, title to the County Parcel shall automatically revert back to the County. In recognition of these facts, the current condition of the County Parcel, and the fact that DFCM will continue to administer and maintain the County Parcel as part of the private secondary access following its conveyance to DFCM, no additional consideration shall be due from DFCM to the County hereunder.

Section 3. **Retained Easement.** The County shall retain the non-exclusive right to use the private secondary access once it is constructed on the County Parcel for vehicular access by County employees and contractors. Nothing herein shall be deemed to be a gift or dedication of any portion of the County Parcel to the general public or for any public purposes other than those expressly identified herein.

Section 4. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the County Parcel described in Exhibit A shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 5. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and DFCM's director or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The County Parcel shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 6. **General Provisions**. The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) Time of Essence. Time is the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

[Signatures on following page]

IN WITNESS WHEREOF, DFCM caused this Agreement to be signed by its Director; and the County, by resolution of its council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

SALT LAKE COUNTY DISTRICT ATTORNEY APPROVAL
Approved as to proper form and compliance with applicable law.

By: _____
R. Christopher Preston, Deputy District Attorney
Date: _____

**STATE OF UTAH, DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT**

By: _____
James R. Russell, Director

Date: _____

ATTORNEY GENERAL APPROVAL
Approved as to proper form and compliance with applicable law.

By: _____
Mike Kelley, Assistant Attorney General
Date: _____

Exhibit A
(Quit Claim Deed)

WHEN RECORDED, RETURN TO:
State of Utah, Division of Facilities Construction and Management
Attn: Mike Kelley, Assistant Attorney General
5110 State Office Building
Salt Lake City, Utah 84114-2477

Tax I.D. No. 15-35-200-033

QUIT CLAIM DEED

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

See Exhibit A

SUBJECT TO easements, restrictions, and rights-of-way of record.

ALSO SUBJECT TO the non-exclusive retained easement for Grantor to use the private secondary access to be constructed on the Property for vehicular access by County employees and contractors. Nothing herein shall be deemed to be a gift or dedication of any portion of the Property to the general public.

ALSO SUBJECT TO the restriction that until ten years after the recording of this Quit Claim Deed, Grantee or its successors and assigns shall only use the Property as a private secondary access and to locate a water line and other utilities, and in the event the Property ceases to be used for these purposes within ten years from recording this Quit Claim Deed, title to the Property shall automatically revert back to Grantor. This restriction shall run with the land.

IN WITNESS WHEREOF, GRANTOR has caused this Quit Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of July, 2018.

SALT LAKE COUNTY

By _____
Mayor or Designee

By _____
Salt Lake County Clerk

(EXHIBIT A)

A parcel of land being part of an entire tract described in that Warranty Deed recorded as Entry No. 2621099 in Book 3584 at Page 252 in the office of the Salt Lake County Recorder and located in Lots 12 and 13, Block 3, Ten Acre Plat B, Big Field Survey in the Northeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

The North 20 feet of Lot 13, Block 3, 10 Acre Plat "B", Big Field Survey. Also commencing at the Southeast corner of Lot 12, said Block 3, and running thence North 10 feet; thence South 45° West 14.14 feet; thence East 10 feet to beginning.

The above-described parcel of land contains 0.35 acre, more or less.