

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 CANYONS SCHOOL DISTRICT FOR
CONSTRUCTION OF THE DRAPER RECREATION CENTER**

WHEREAS, to fund the acquisition, construction, renovation, and equipping of parks and recreation facilities and related improvements, Salt Lake County ("County") sought approval by voters in the November 8, 2016 general election to issue general obligation bonds in an amount not to exceed Ninety Million Dollars (\$90,000,000) (the "Recreation Bonds"); and

WHEREAS, County has committed to use funds from the Recreation Bonds to build a recreation facility known as the "Draper Recreation Center;" and

WHEREAS, Canyons School District ("District") desires that the County enhance the swimming pool to be built at the Draper Recreation Center to be suitable for high school competitive swimming; and

WHEREAS, County and District desire to enter into an Interlocal Cooperation Agreement ("the Agreement") whereby the County will agree to design and construct its Draper Recreation Center Swimming Pool to include spectator swimming, starting blocks, and other amenities for competitive swimming and District will contribute funds for said purpose; 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 District be accepted and approved and the Mayor of Salt Lake County is hereby authorized to execute the Interlocal Cooperation Agreement.

DATED this __ day of _____, 2019.

SALT LAKE COUNTY

By _____
Richard Snelgrove, 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 Winder Newton ____

Approved as to Form:

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

County Contract No. CA000000000594
District Attorney No. 2016-07560

INTERLOCAL COOPERATION AGREEMENT

By and between
SALT LAKE COUNTY
For its Parks and Recreation Division
and
CANYON'S SCHOOL DISTRICT
For
County's Draper Recreation Center

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 29th day of January 2019 by SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah for its Division of Parks and Recreation and the CANYON'S SCHOOL DISTRICT ("District"), a school district under the laws of the State of Utah.

WITNESSETH:

WHEREAS, the parties are "public agencies" and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, the County, through its Parks and Recreation Division, is in the process of planning, designing, and constructing a recreational facility known as the Draper Recreation Center (the "Project"), which facility is currently planned to include a lap pool, a leisure pool, a pool equipment room, and water toys and slides; and

WHEREAS, the parties have determined that it would be in the public interest to cooperate with each other to provide certain improvements to the proposed Draper

Recreation Center to allow and enhance the use of the swimming pool area for high school competitive swimming; and

WHEREAS, the specific improvements contemplated by the parties for enhanced competitive swimming features include additional deck space and spectator seating for at least 200 people; and

WHEREAS, the Parties desire to cooperate with each other in funding and sharing the costs of such competitive swimming improvements; and

WHEREAS, the Parties desire to enter into an agreement whereby their respective responsibilities concerning the project additions are specifically set forth.

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 PROJECT. Salt Lake County, through its Parks and Recreation Division will undertake to include in its planning, design, and construction of the Draper Recreation Center the following project additions:

a. Competitive Swimming Features:

- i. Spectator seating;
- ii. Timing system with touchpad,
- iii. Competition starting blocks;
- iv. Lane markers;
- v. Storage; and
- vi. Scoreboard.

2. FINANCE & BUDGET. Due on or before May 1, 2019, District shall contribute a one-time cash payment of One Million Three Hundred Thousand Dollars (\$1,300,000.00) for

the Project.

3. COUNTY DUTIES. County shall be responsible for all matters pertaining to administering the project, including planning, design and construction, and shall further be responsible for providing the balance of the funding required for construction of the Project.
4. DISTRICT USAGE. District's usage of the swimming facility shall be governed by a separate interlocal agreement.
5. 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 District's Superintendent;

- 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 District's Superintendent 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.
6. NO INTERLOCAL ENTITY. Pursuant to UCA, 11-13-206, the Parties agree that they do not by this agreement create an interlocal entity.
7. TERM AND DURATION. Pursuant to UCA, 11-13-206, this agreement shall be effective on the date of execution hereof and, unless terminated or extended by amendment as provided herein, and shall terminate upon County's receipt of a Certificate of Occupancy for the Draper Recreation Center.
8. TERMINATION. Pursuant to UCA, 11-13-206, the parties agree that this agreement may only be terminated, with cause, by either party upon at least 30 days prior written notice to the other party, in which event an accounting and equitable adjustment shall be made of all property and funds, whether spent, or unspent or encumbered, as of the effective date of termination.
9. NOTICE. All notices to be provided or received shall be addressed as follows:

To the County: Director - Division of Parks and Recreation
2001 South State Street, S4-700
Salt Lake City, Utah 84190

Contracts Administrator
Salt Lake County
2001 South State, Suite, N4-500
Salt Lake City, Utah 84190

To the District: Business Administrator
Canyons School District
9361 South 300 East
Sandy, UT 84070

With copies to: Director of Facilities
Canyons School District
9361 South 300 East
Sandy, UT 84070

10. **AMENDMENT.** The Parties may amend this agreement by a writing executed by the parties. No amendment shall be effective if it is not in writing or if it is not executed by all the parties.

11. **INTEGRATION.** This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining hereto.

12. **NO AGENCY.** Officers, employees, representatives or agents of each party shall not be deemed to be agents of the other Party.

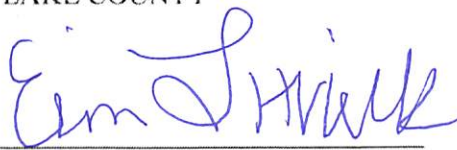
13. **INDEMNIFICATION.** Both parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated. There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the County and the District shall be liable 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 District 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.

14. AUTHORITY OF SIGNATORS. The parties hereto represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that party.
15. ASSIGNMENT. The District's interest in this Agreement may not be assigned without the prior written approval of the County which approval shall not be unreasonably withheld or delayed.
16. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
17. 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 District and the County have caused this agreement to be duly executed as of the day and year written first above.

SALT LAKE COUNTY

By: 
Mayor or Designee


Division Approval:

By: 
Director or Designee

Department Approval:

By: 
Director or Designee

Approval as to Form & Legality

By: 
Megan L. Smith
Deputy District Attorney

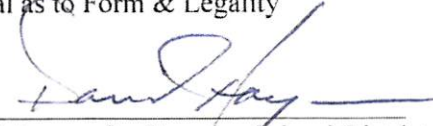
BOARD OF EDUCATION OF CANYONS
SCHOOL DISTRICT

By: 

Title: Business Administrator

Date: January 29, 2018

Approval as to Form & Legality

By: 
Attorney for Canyons School District