

**INTERLOCAL AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY**

This Agreement is effective as of January 1, 2019, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and the REDEVELOPMENT AGENCY OF SALT LAKE COUNTY, a municipal agency of the State of Utah organized pursuant to Title 17C of the Utah Code (“Agency”).

RECITALS

Whereas, the County organized the Agency for the purpose of conducting redevelopment, community development and urban renewal activities within the unincorporated County; and

Whereas, the Agency is authorized by the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Title 17C, Utah Code, (Title 17C) to accept and expend financial and/or other assistance from any appropriate private or public source to conduct these redevelopment activities; and

Whereas, the Agency has previously contracted with the County to utilize the County’s personnel resources and resources of agencies within the County to staff and manage the Agency; and

Whereas, both the County and Agency desire to renew that contractual relationship; and

Whereas, the County is willing to perform the services required by the Agency in accordance with the terms and conditions set forth in this Agreement; and

Whereas, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, permits local governmental agencies to enter into agreements to share resources in order to more efficiently provide the services for community development, urban renewal and redevelopment for the unincorporated County and other contracted municipalities;

NOW, THEREFORE, pursuant to the mutual covenants and promises set forth in this Agreement, the County and Agency agree as follows:

1. Scope of Services. The County agrees to provide personnel to perform general administrative duties and to supervise and administer all qualified and lawful activities of the Agency as set forth in the Utah Code and specifically Title 17C. Those activities will include management, budgeting, contracting, and general administration of all redevelopment, community development and urban renewal activities of the Agency. The County, subject to approval by the Agency, will provide personnel to serve as the director and secretary of the Agency. County further agrees to provide additional personnel as needed to coordinate, plan and manage the operations and functions of the agency.

County further agrees to provide other services as requested by the Agency, to include legal, purchasing, auditing and other administrative services as required by the Agency. For purposes of procurement and purchasing, the Agency adopts the County's procurement ordinances and policies for purposes of compliance with the provisions of 2 CFR 200.

County agrees to assume responsibility for performing, or having performed, an annual audit of the records of the Agency in compliance with the requirements of Utah State laws as well as the provisions of 2 CFR 200. The County will conduct this audit of the Agency at the same time the County conducts its annual audit and the County agrees to bear the full cost of the Agency's audit.

County agrees to provide all supplies, office space and necessary equipment to the Agency at no cost to the Agency for the term of this Agreement.

County agrees to pay for all personnel costs during the term of this Agreement unless the Agency generates sufficient revenue from its redevelopment and other activities through its tax increment financing or other means to reimburse the County. If the Agency has revenues sufficient to reimburse the County, either partially or in full, the Agency agrees to make such payments to the County as feasible to retire all or a portion of the personnel costs incurred by the County under this Agreement. The obligation of the Agency to reimburse the County for the costs of personnel as outlined in this paragraph shall survive the termination of this Agreement.

Each County department, elected office and division that provides services to the Agency under this Agreement shall submit at least a quarterly record of its services rendered and time spent on the activities of the Agency. Such records shall be established for budgetary purposes and shall be in sufficient detail to establish the nature of the services performed, the supplies consumed and the personnel hours expended.

Mayor's Finance shall establish and maintain such books and records on behalf of the Agency as are required by the Uniform Fiscal Procedures Act for Counties and other laws and rules governing accounting of government finances.

2. Finance. Agency and County agree that the Agency's financial obligations under the terms of this Agreement for personnel provided by the County shall not exceed the sum of \$250,000 annually. The County and Agency shall agree, prior to the commencement of each budget year, the funding to be contributed by County to the Agency

under this Agreement. Alternatively, if the Agency has revenues available to reimburse the County for the services provided under this Agreement, Agency shall notify the County of such revenues, the payments to be made, the amounts of the payments and the dates for such payments.

3. Duration and Termination. County and Agency agree that this Agreement shall commence and be effective as of January 1, 2019 and shall continue for a term of ten (10) years and may be extended for an additional ten years by mutual written agreement of County and Agency. In the event the date on which this Agreement is fully signed is more recent than the above beginning date, then this Agreement shall be considered to be retroactive and to have taken effect on the above beginning date.

County and Agency further agree that either party has the right to terminate this Agreement without cause upon ninety (90) days written notice to the other party. In the event of termination without cause or for convenience of either party, County and Agency agree that said termination will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. Liability and Indemnification. Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

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

(a) This Agreement shall be authorized by resolution of the governing body of each party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the 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 Act;

(d) Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(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 the Salt Lake County Mayor and the director of the Agency. 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.

6. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

7. Entire Agreement. This Agreement contains 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 contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By: _____
Mayor Jennifer Wilson or Designee

Approved as to form and legality:
District Attorney's Office

By: **Melanie Mitchell**

Melanie F. Mitchell, Senior Attorney

 Digitally signed by
Melanie Mitchell
Date: 2019.06.11 13:48:04
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REDEVELOPMENT AGENCY OF
SALT LAKE COUNTY

By: _____
Arlyn Bradshaw, Chair

Approved as to form and legality:
District Attorney's Office

By: Craig Wangsgard
Craig Wangsgard, June 11, 2019
Deputy District Attorney