

RESOLUTION NO. _____, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SOUTH JORDAN PROVIDING FOR THE TRANSFER OF \$3,000,000.00 TO SALT LAKE COUNTY FOR THE CONSTRUCTION OF BINGHAM CREEK REGIONAL PARK.

W I T N E S S E T H

WHEREAS, Salt Lake County (the "County") owns certain property known as Bingham Creek Regional Park (the "Park"), and plans to develop and construct a portion of the Park (the "Project");

WHEREAS, the City of South Jordan (the "City") wishes to transfer \$3,000,000.00 to the County for the Project;

WHEREAS, the County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the attached Interlocal Agreement between Salt Lake County and the City of South Jordan is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as set forth in the Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2019.

Richard Snelgrove Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley
Council Member Bradshaw
Council Member Burdick
Council Member DeBry
Council Member Ghorbani
Council Member Granato
Council Member Jensen
Council Member Newton
Council Member Snelgrove

APPROVED AS TO FORM:



Digitally signed by David A. Johnson
Reason: Approved as to form
Date: 2019.09.16 21:24:43 -06'00'

ATTACHMENT A
Interlocal Cooperation Agreement

An Interlocal Cooperation Agreement between South Jordan City and Salt Lake County for funding a portion of Bingham Creek Regional Park.

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is effective the ____ day signed by the parties (the "Effective Date") by and between **SALT LAKE COUNTY** ("County") and the **CITY OF SOUTH JORDAN**. ("City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

- A. The County owns certain property known as Bingham Creek Regional Park (the "Park"), and plans to develop and construct a portion of the Park (the "Project").
- B. The City has funding it is willing to provide to the County for the construction of the Park for priority use of specific areas of the Park.
- C. The Parties, at a later date, intend to enter into a more detailed agreement for the management and utilization of the Park.
- D. The Parties now desire to enter into this Agreement to transfer the City's funds to the County to facilitate the construction of the Project.
- E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

The Parties agree as follows:

- 1. The City will transfer \$3,000,000.00 (the "Funds") to the County.
- 2. The County will use the Funds for the construction of a portion of Bingham Creek Regional Park.
- 3. The City will have first priority for programming three recreational turf fields only for City operated recreation programs for the first the (10) years after completion of the first phase of the Park.
- 4. After the completion of the ten (10) years of City priority as detailed in Section 3. herein, the County shall have first priority in perpetuity only for County operated programming the three recreational turf fields and the City will have second priority in perpetuity only for City operated programing on the three recreational turf fields.
- 5. This Agreement takes effect on the Effective Date and terminates upon performance by the parties.
- 6. 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. 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.
- 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 of 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 State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- k. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
- l. 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 designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.
- m. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- n. Manner of Acquiring, Holding, or Disposing of Property. The real property will 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.
- o. 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.

- p. Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and the City for approval in accordance with Utah Code Ann. § 11-13-202.5.
- q. Copies: Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.

The City and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

By: _____
Jennifer Wilson or Designee

Dated: _____, 2019

CITY OF SOUTH JORDAN:


By: _____

Its: _____

Dated: _____, 2019

Approved by:

Division of Parks and Recreation:

By: _____

Digitally signed by David A. Johnson
Reason: Approved as to form.
Date: 2019.09.17 11:48:54 -06'00'



Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

By: _____
Deputy District Attorney

Approved as to Form and Legality:

ATTORNEY FOR THE CITY OF SOUTH
JORDAN:

By: _____
Attorney

Dated: _____, 2019