

**RESTATED INTERLOCAL AGREEMENT BETWEEN MURRAY CITY AND
SALT LAKE COUNTY**

*For the Lease, Construction and Maintenance
of a Park and Ride Lot at 7000 South Wasatch Boulevard*

This restated Interlocal Agreement (the “Agreement”) is made and entered effective as of this _____ day of _____, 2020, by and between Murray City Corporation (“City”), a Utah municipal corporation, and Salt Lake County (“County”), a political subdivision of the State of Utah and a body corporate and politic. The City and County are sometimes collectively referred to as the “Parties,” and individually as a “Party.”

RECITALS

WHEREAS, the Parties entered into an Interlocal Lease Agreement (the “1989 Agreement”) for the installation and maintenance of a bus transit/carpool lot (“Park and Ride Lot” or “Lot”) on City property located at 7000 South Wasatch Boulevard in 1989. A copy of the 1989 Agreement is attached as Exhibit “A”; and

WHEREAS, the Parties entered into an amendment to the 1989 Agreement in 2007 to allow for the installation of certain site improvements to the Lot (the “2007 Amendment,” also attached under Exhibit “A”); and

WHEREAS, the automatically renewing term of the 1989 Agreement appears to have expired on July 18, 2019, requiring the parties to enter into a new Agreement; and

WHEREAS, the Parties want to resume the lease and the 1989 Agreement, including the 2007 Amendment, under the same terms and conditions, subject to the provisions outlined hereunder, including a new term; and

WHEREAS, the County has agreed in principle to purchase a bicycle repair station (the “Repair Station”) for use at the Park and Ride lot; and

WHEREAS, City understand the County intends to contract with Cottonwood Heights City to install and maintain the Repair Station; and

WHEREAS, the City consents to the installation and use of the Repair Station on the Lot;
and

WHEREAS, the parties need to enter into this restated Agreement to allow this use on the

Lot since the 1989 Agreement and 2007 Amendment expired.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree to amend the Agreement as follows:

AGREEMENT

1. The 1989 Agreement and the 2007 Amendment (Exhibit A) are incorporated by reference and made a part of this restated Agreement.
2. The 1989 Agreement and the 2007 Amendment are hereby deemed restated, confirmed and ratified, subject to the provisions set forth herein.
3. The lease contemplated under the Agreement shall be effective for a period of twenty (20) years from the effective date. The lease shall automatically renew for one like term.
4. Either Party may terminate the Agreement for any or no reason upon twenty-four (24) months-written notice to the other Party.
5. City consents to, and County shall be permitted to install and maintain, or cause to be installed and maintained, a bicycle repair station on the Lot.
6. It is agreed and understood that the County shall hold the City harmless and shall defend the City from any and all damage, injury, claims, suit, action in law and equity which may be brought against the City arising out of the installation, maintenance or use of the bicycle repair station. The provisions under this paragraph shall not be deemed a waiver of any governmental immunity of the County or the City as to any other persons or entities.
7. All other nonconflicting terms and conditions of the Agreement and the 2007 Amendment shall remain in full force and effect.

MURRAY CITY CORPORATION

SALT LAKE COUNTY

D. Blair Camp, Mayor

Mayor Jenny Wilson or Designee

ATTEST:

City Recorder

Approved as to Form and Legality
Murray City Attorney

G.L. Critchfield, City Attorney

Approved as to Form and Legality:
Salt Lake County District Attorney

Jason S. Rose Digitally signed by Jason S. Rose
Date: 2020.02.21 09:32:17 -07'00'

Signature

Name and Title

EXHIBIT “A”

1989 Interlocal Agreement
2007 Amendment

APPROVED AS TO CONTENT

Danny Astell

AMENDMENT TO INTERLOCAL AGREEMENT FOR CONSTRUCTION
AND MAINTENANCE OF PARK AND RIDE LOT AT
7000 SOUTH WASATCH BOULEVARD

REL:397
Contract PC07107C
Salt Lake County

SALT LAKE COUNTY – MURRAY CITY

THIS AMENDMENT, made and entered into this 18 day of July, 2007, by and between MURRAY CITY CORPORATION ("City"), a Utah municipal corporation, 5025 South State Street, Murray, UT 84157, and SALT LAKE COUNTY ("County"), a political subdivision of the State of Utah and a body corporate and politic, 2001 South State Street, Salt Lake City, UT 84190;

WITNESSETH

WHEREAS, City and County entered into an Interlocal, lease agreement dated August 28, 1989, for the installation and maintenance of a bus transit/car pool lot on property owned by City, located at 7000 South Wasatch Blvd ("lease agreement"); and,

WHEREAS, pursuant to said lease agreement, County, in cooperation with the Utah Transit Authority, Utah Department of Transportation, and various ski lift companies operating in Big and Little Cottonwood Canyons, constructed and maintain said bus transit/car pool lot; and,

WHEREAS, the parties desire to amend said lease agreement to permit the installation at said lot of certain site improvements;

NOW THEREFORE, in consideration of the foregoing, and in reliance on the mutual covenants contained herein, the parties agree to amend said lease agreement as follows:

AGREEMENT

1. All terms and conditions set forth in the above-described Lease Agreement, not affected by this Amendment, shall remain in full force and effect.

2. County shall be permitted to install and construct at the site of the park and ride lot, further improvements, described below and depicted on plan sheet, ATMS-04 (attached), including:

(See Detail B)

- A wireless spread spectrum radio antenna on an existing wood pole;
- HAR radio antenna;

(See Detail C)

- An ATMS signal cabinet;
- Type II polymer concrete junction box;

- two spread spectrum wireless radio antenna
- one 11' pedestrian pole;
- new power service and two high voltage conduits (HV2);
- two low voltage conduits (LV2);
- (removal and installation) 5' curb and gutter.

3. Before installation of improvements, County shall submit plans therefor to City for approval.

4. City shall act expeditiously and in good faith in reviewing and approving said plans.

5. County shall install all improvements on or before the _____ day of _____, 2007.

IN WITNESS WHEREOF, the parties execute this Amendment as of the date first above written.

MURRAY CITY CORPORATION

Doug Hill, Mayor Pro Tem
 For Daniel C. Snarr, Mayor

ATTEST:

Brent Davidson
 Carol Heales
 Murray City Recorder



SALT LAKE COUNTY

Michael
 Peter Corroon, Mayor, or Designee
 Printed name (if designee) DOUG WILLMORE
 Title (if designee) Chief Administrative Officer

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 23 day of August, 2007
by Wynne Willmore, (title:) CEO, of Salt Lake
County.



Deborah E. Scott
NOTARY PUBLIC

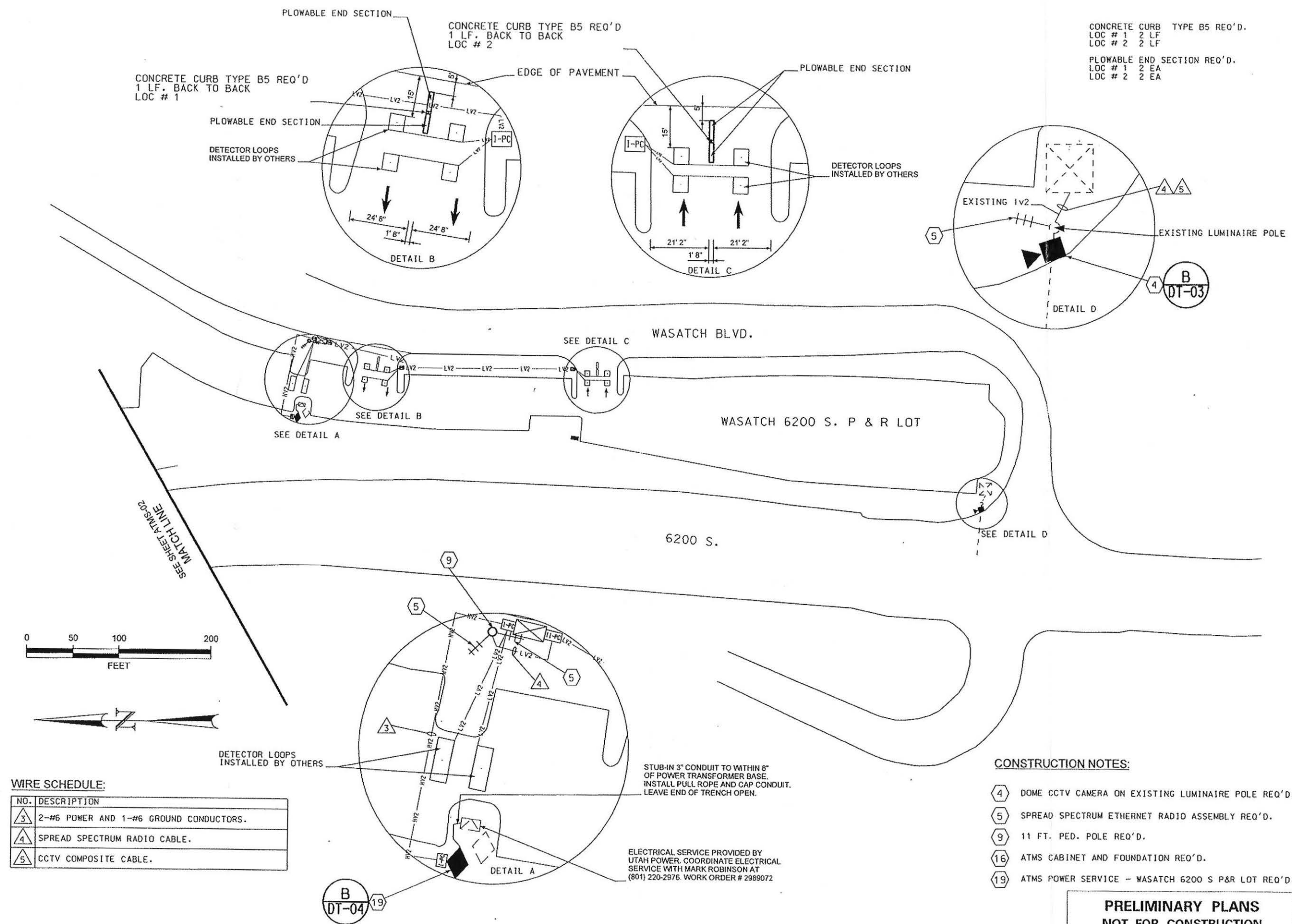
Residing at:
My commission expires:

Approved as to Form:
Office of District Attorney

Karen F. Smith
Deputy District Attorney
Date: 3 July 2007

Approved as to Form:
Murray City Attorney

[Signature]
City Attorney/Assistant City Attorney
Date: 7-18-07



WIRE SCHEDULE:

NO.	DESCRIPTION
3	2-#6 POWER AND 1-#6 GROUND CONDUCTORS.
4	SPREAD SPECTRUM RADIO CABLE.
5	CCTV COMPOSITE CABLE.

- CONSTRUCTION NOTES:
- 4 DOME CCTV CAMERA ON EXISTING LUMINAIRE POLE REQ'D.
 - 5 SPREAD SPECTRUM ETHERNET RADIO ASSEMBLY REQ'D.
 - 9 11 FT. PED. POLE REQ'D.
 - 16 ATMS CABINET AND FOUNDATION REQ'D.
 - 19 ATMS POWER SERVICE - WASATCH 6200 S P&R LOT REQ'D.

**PRELIMINARY PLANS
NOT FOR CONSTRUCTION**

CONCRETE CURB TYPE B5 REQ'D.
LOC # 1 2 LF
LOC # 2 2 LF

PLOWABLE END SECTION REQ'D.
LOC # 1 2 EA
LOC # 2 2 EA

CONCRETE CURB TYPE B5 REQ'D
1 LF. BACK TO BACK
LOC # 2

CONCRETE CURB TYPE B5 REQ'D
1 LF. BACK TO BACK
LOC # 1

UTAH DEPARTMENT OF TRANSPORTATION		ATMS DESIGN	
APPROVED		CAW	SES
DRAWN BY		QC	CHECKED BY
MM/DD/YY		DATE	
PROFESSIONAL ENGINEER			
ATMS PLAN SHEETS			
ITS/COMMUTERLINK EXPANSION			
TO SUPPORT COTTONWOOD CANYON			
ITS-R299(17)			
PROJECT			
PROJECT NUMBER			
SHEET NO.		ATMS-03	



Salt Lake County Board of Commissioners

D. Michael Stewart, Chairman
Bart Barker
M. Tom Shimizu

August 28, 1989

Mrs. Katie L. Dixon
County Recorder
Government Center, North Bldg.
Salt Lake City, Utah

Dear Mrs. Dixon:

The Board of County Commissioners, at its meeting held this day, approved the attached LEASE AGREEMENT between the County and Murray City Corporation -- Use of Land as Park & Ride.

Said Lease Agreement covers 1.95 acres of property which will be improved for the above facility by the County in cooperation with UDOT and the local ski resorts. Lease runs for fifteen (15) years with an automatic renewal provision unless terminated by either party - there is no monetary compensation to be paid by the County or the other entities to Murray City. In addition, the County and other entities agree to reimburse the City for loss of water from the McGhie Springs located on or near this property caused by the construction or maintenance of the Park & Ride Lot. The County, with the cooperation of the other entities, agrees to manage the maintenance of the lot during the term of the lease.

Pursuant to the above, you are hereby directed to place same on record for no fee and return the recorded document to the Commission Clerk.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

H. DIXON HINDLEY, COUNTY CLERK

by Isabel Zilguez
Deputy Clerk

hfp
encl.
cc: Real Estate/Roger
Contracts/LaRea

LEASE AGREEMENT
for
INSTALLATION AND MAINTENANCE
of
BUS TRANSIT/CAR POOL LOT LOCATED AT 7000 SOUTH WASATCH BLVD.

THIS AGREEMENT is made and entered into this 28 day of Aug, 1989, by and between MURRAY CITY CORPORATION, a political subdivision of the State of Utah, 5025 South State Street, Murray, Utah 84157, hereinafter referred to as "City," and SALT LAKE COUNTY, a political subdivision of the State of Utah, 2001 South State Street, Salt Lake City, Utah 84190, hereinafter referred to as "County."

WHEREAS, City is the owner of a approximately 1.95 acres of property located on the northeast corner of Wasatch Boulevard and 7000 South, Salt Lake County, State of Utah; and

WHEREAS, for many years said property has been utilized for parking and other related activities; and

WHEREAS, City is concerned about the potential contamination of various underground water collection sources and springs which are located in the vicinity; and

WHEREAS, County, in cooperation with the Utah Department of Transportation (UDOT) and the Utah Transit Authority (UTA), is desirous of installing improvements on the site to be utilized in a more developed method as a "Bus Transit/Car Pool Lot" and public transit loading area; and

WHEREAS, such improvements when completed will enhance

public safety, transportation systems, and the aesthetic quality of the area,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. For and in consideration of the promises, covenants and conditions hereinafter set forth, and the performance of the same, City hereby leases to County approximately 1.95 acres to be utilized for a "Bus Transit/Car Pool Lot" and free public parking and transit loading area. Said property is described as follows:

See attached Exhibit "A", Car Pool Lot equals Parcel A less Parcel B.

Said lease shall be effective for a period of fifteen (15) years commencing on the ____ day of _____, 1989. Said lease shall automatically be renewed for a like term by and between the parties unless the parties hereto terminate the agreement pursuant to Paragraph 2 of this Agreement. If during the term of this agreement said property ceases to be utilized for a "Bus Transit/Car Pool Lot" and public transit loading area, then this agreement shall immediately be terminated.

2. This agreement shall terminate upon the expiration of the term as provided for in Paragraph 1 above, provided that written notice is served upon the parties ninety days prior to the expiration of said agreement. The parties hereto agree that in the event this agreement is terminated and the parties within three years thereafter negotiate to sell said property to County, whether in the context of a condemnation or otherwise, County will

not be required to compensate City for improvements installed on the premise's during the term of this lease.

3. County, its employees and/or contractors, will cause to be installed and constructed on the aforescribed property the improvements described in Exhibit A and incorporated herein for all purposes. Said improvements shall be installed on or before November 1, 1990. Before said improvements may be installed, City shall approve the plans as prepared by the County.

4. It is expressly agreed and understood that County shall hold City harmless and shall defend the City from any and all damage, injury, claims, suit, action in law and equity which may be brought against the City which may arise out of the improvement or use of the property, excluding those which may arise as a result of City's own fault or negligence. This paragraph shall not be deemed a waiver of any governmental immunity of the County or the City as to any other persons or entities.

5. County expressly acknowledges and understands that the above-described property is an integral part of the City's water collection system for McGhie Springs. It is expressly warranted to City that all construction and maintenance of said improvements shall be performed in such a manner that no damage or interference with these springs occurs. County agrees to reimburse City for all expenses and costs incurred by City in replacing water quantity which has been lost or quality damaged as a result of said improvements. In event of a dispute about this matter, the parties agree that City will have the burden of proof to prove the loss and the causation.

6. In the event that public restrooms are installed on the leased premises, all sewer laterals shall be installed and constructed in a suitable manner as approved by City.

7. It is agreed that in accordance with Exhibit A, an impervious layer shall be installed on the site during the period of construction in order to prevent any damage or interference with the underground water supply.

8. It is understood that County shall provide, or ensure the provisions of, any and all maintenance of said improvements including, but not limited to, removal of all garbage, trash and/or refuse on a periodic basis not less than one time per week, providing snow plowing, maintenance of all asphalt, curb, gutter and other landscaping, including replacement or repairs as necessary.

9. It is expressly agreed that no commercial activities shall be conducted on the leased premises with the exception of the activities directly related to UTA providing transportation services.

10. All notices required pursuant to the terms of this agreement shall be provided to the following:

TO: Murray City Corporation
ATTN: City Attorney's Office
P. O. Box 57520
Murray, Utah 84157-0520

TO: Salt Lake County
Public Works Department
2001 South State Street
Salt Lake City, Utah 84190

11. This agreement shall not be assigned nor the

property subleased without the prior written approval of all parties.

12. In the event of default of one of the parties of the agreements hereto, it is agreed that the non-defaulting party shall give the defaulting party notice of the default after which the defaulting party shall have thirty days in which to remedy the default. If the default continues thereafter, the non-defaulting party shall be entitled to reasonable attorney's fees and all costs of court incurred in the enforcement of this agreement.

DATED this 28 day of Aug., 1989.

MURRAY CITY CORPORATION

ATTEST:

Lavar C. McMillan
Lavar C. McMillan, Mayor

Ludell P. Pierson
City Recorder

SALT LAKE COUNTY

[Signature]
Chairman
Board of County Commissioners

ATTEST:

[Signature]
Salt Lake County Clerk

RECOMMENDED FOR APPROVAL:

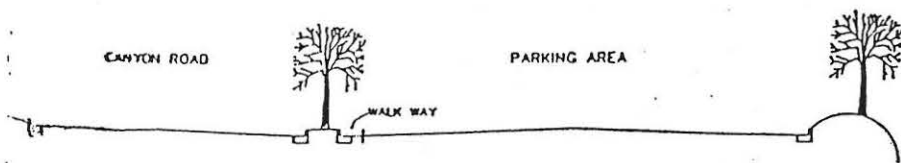
[Signature]
Toshiharu Kano, Director
Flood Control & Highway Div.

[Signature]
R. F. Holzworth, Director
Public Works Department

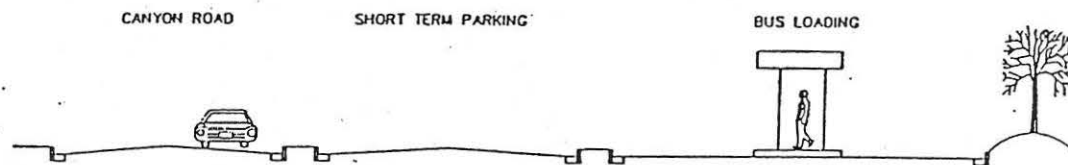
APPROVED AS TO FORM

Salt Lake County Attorney's Office

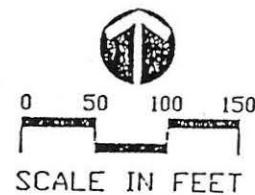
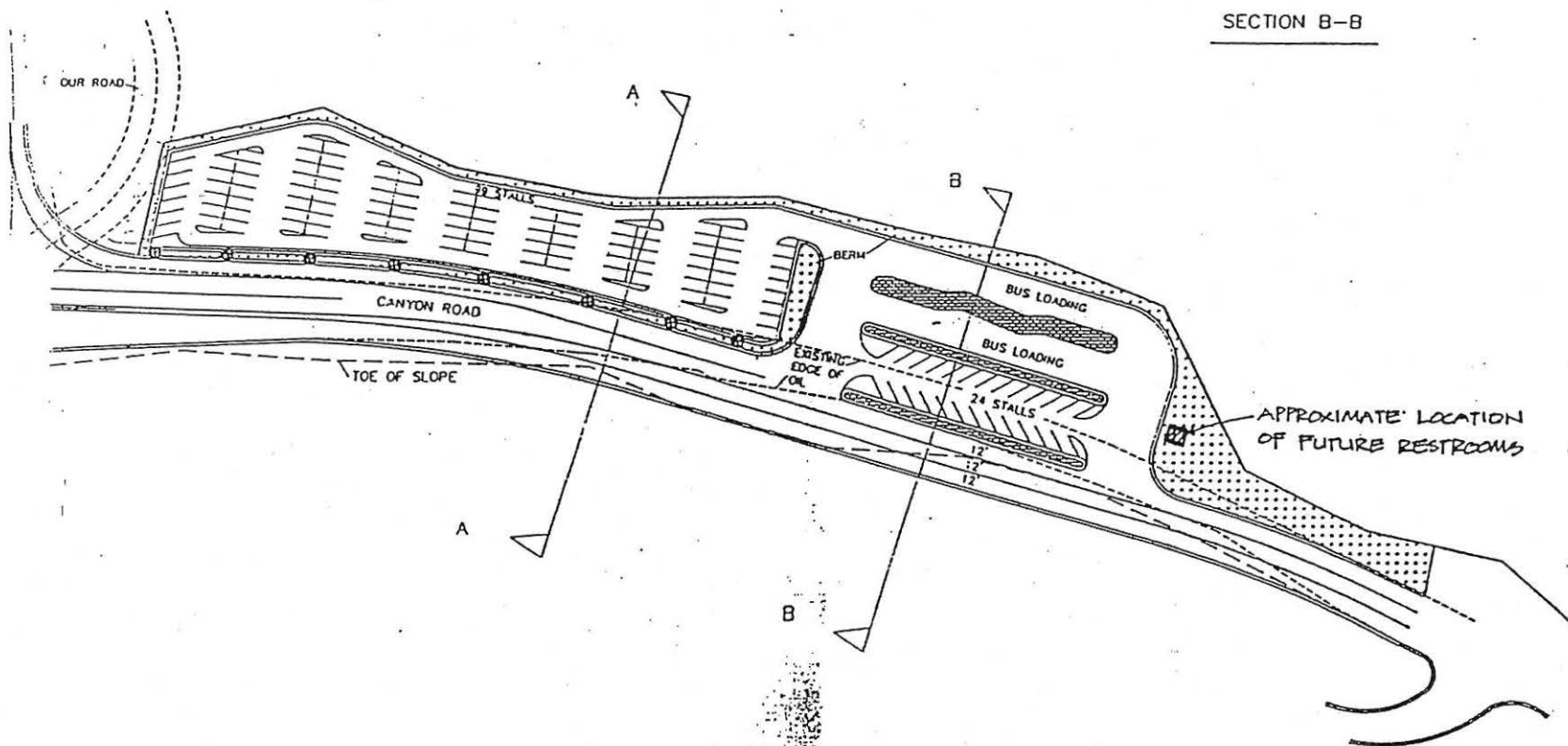
By [Signature]
Deputy County Attorney
On 8/24/89



SECTION A-A



SECTION B-B



Project Number				AAT			
Designed By				AAT			
Drawn By				AC			
Checked By				Date			



ECKHOFF WATSON AND PREATOR ENGINEERING
ENGINEERS PLANNERS SURVEYORS
SALT LAKE CITY

PRELIMINARY DRAFT
PARK & RIDE

Sheet Number	
of	

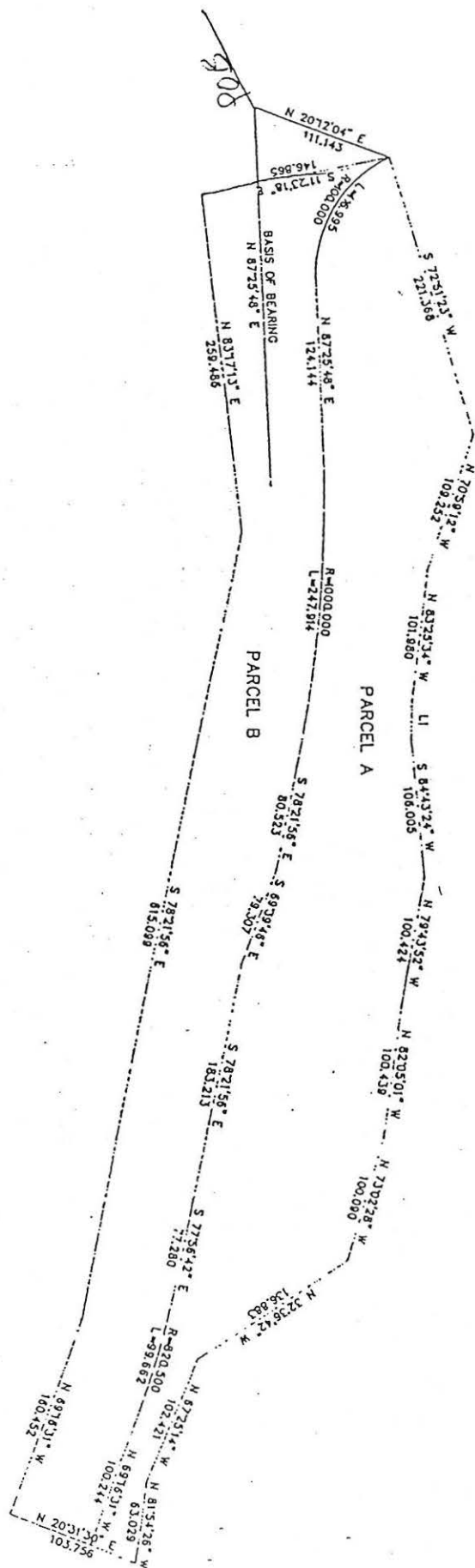
PARCEL A & B
BUS TRANSIT/CAR POOL LOT
AND BIG COTTONWOOD CANYON ROAD

BEGINNING at a point that is North 20°12'04" East 111.143 feet from the intersection of Wasatch Blvd., and Big Cottonwood Canyon Road and running thence North 72°51'23" East 221.368 feet; thence South 70°59'12" East 109.252 feet; thence South 83°25'34" East 101.980 feet; thence South 88°49'48" East 29.155 feet; thence North 84°43'24" East 106.005 feet; thence South 79°43'52" East 100.424 feet; thence South 82°05'01" East 100.439 feet; thence South 73°02'28" East 100.090 feet; thence South 32°36'42" East 136.883 feet; thence South 67°25'14" East 102.421 feet; thence South 81°54'26" East 63.029 feet; thence South 20°31'30" West 103.756 feet; thence North 69°16'31" West 160.452 feet; thence North 78°21'56" West 615.099 feet; thence South 83°17'13" West 259.486 feet; thence North 11°23'18" West 146.865 feet to the point of beginning. (Basis of bearing being the centerline as noted in UDOT PROJECT NO. F-068(3) Sheet 26, from the intersection of Wasatch Blvd., and Big Cottonwood Canyon Road going East.)

PARCEL B
BIG COTTONWOOD CANYON ROAD

BEGINNING at a point that is North 20°12'04" East 111.143 feet from the intersection of Wasatch Blvd., and Big Cottonwood Canyon Road to a non-tangent point on a 100.000 foot radius curve (bearing to the center of curve bears North 64°27'48" East); thence 116.995 feet along the arc of said curve (chord bearing bears South 59°03'12" East); thence North 87°25'48" East 124.144 feet to a point on a 1000.00 foot radius curve (bearing to the center of curve bears South 02°34'12" East); thence 247.914 feet along the arc of said curve (chord bearing bears South 85°28'04" East); thence South 78°21'56" East 80.523 feet; thence South 69°39'46" East 79.307 feet; thence South 78°21'56" East 183.213 feet; thence South 77°56'42" East 77.280 feet to a non-tangent point on a 820.000 foot radius curve (bearing to the center of curve bears South 13°45'39" West); thence 99.662 feet along the arc of said curve (chord bearing bears South 72°45'18" East); thence South 69°16'31" East 100.244 feet; thence South 20°31'30" West 66.00 feet; thence North 69°16'31" West 160.452 feet; thence North 78°21'56" West 615.099 feet; thence South 83°17'13" West 259.486 feet; thence North 11°23'18" West 146.865 feet to the point of beginning.

LEGAL/BIG COTTON



RESOLUTION NO. 4070

DATE: October 30, 2007

RESOLUTION AUTHORIZING THE AMENDMENT OF AN INTERLOCAL
AGREEMENT WITH MURRAY CITY WHEREIN SALT LAKE COUNTY
AND MURRAY CITY AGREED TO THE CONSTRUCTION AND MAINTENANCE
OF A "PARK AND RIDE" LOT ON MURRAY CITY PROPERTY

BE IT KNOWN BY THESE PRESENTS:

WHEREAS, Salt Lake County ("County") and Murray City Corporation (City") are local governmental units under the laws of the State of Utah; and,

WHEREAS, on August 28, 1989, County and City entered into an Interlocal agreement pursuant to the Interlocal Cooperation Act of Utah ("Act"), Title 11, Chapter 13, U.C.A., 1953 as amended; and, REL:397

WHEREAS, said Agreement authorized County to construct and maintain a "Park and Ride" lot on City property, at 7000 South Wasatch Boulevard, for and in behalf of itself, the Utah Transit Authority, Utah Department of Transportation, and various ski lift companies operating in Big and Little Cottonwood Canyons; and,

WHEREAS, the construction and maintenance of said lot was subject to certain conditions required by City; and,

WHEREAS, in order to meet said conditions, County and City desire to amend said Agreement to permit the installation of further improvements at the site of the above-described lot; and,

WHEREAS, the Interlocal Cooperation Act permits the parties to amend its prior agreement to further the purpose of said agreement, which is to enable the respective governmental bodies to make the most efficient use of their resources; and,

WHEREAS, such amendment has been prepared, and is included in this Resolution by this reference; and,

WHEREAS, the Act requires such amendment to be executed only after authorization by the legislative bodies of each party;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF SALT LAKE COUNTY:

That the above-described amendment to the parties' "Lease Agreement for Installation and Maintenance of Park & Ride Located at 7000 South Wasatch Blvd.," be, and hereby is, approved, and the Mayor of Salt Lake County is authorized to execute the same. REL:397

DATED this 30th day of October, 2007.

David A. Wilson
Chair/Vice-Chair/Acting Chair

ATTEST:

Shirley Sumner
Salt Lake County Clerk

APPROVED AS TO FORM

Karen F. Smith
Deputy District Attorney
Date: 3 July 2007

VOTING

Councilman Jeff Allen	<u>Absent</u>
Councilman Jim Bradley	<u>"Aye"</u>
Councilman Mark Crockett	<u>Absent</u>
Councilman Joe Hatch	<u>"Aye"</u>
Councilman Marvin Hendrickson	<u>"Aye"</u>
Councilman Randy Horiuchi	<u>"Aye"</u>
Councilman Michael Jensen	<u>"Aye"</u>
Councilman David Wilde	<u>"Aye"</u>
Councilwoman Jenny Wilson	<u>"Aye"</u>