

RESOLUTION NO. \_\_\_\_\_, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH DRAPER CITY PROVIDING FOR THE TRANSFER OF UP TO \$60,000.00 TO SALT LAKE COUNTY FOR THE CONSTRUCTION OF A GATE FOR THE PARKING LOT TO THE COUNTY'S FLIGHT PARK.

W I T N E S S E T H

WHEREAS, the County owns certain real property located approximately at 153000 S. Steep Mountain Drive in Draper City, more specifically identified as Parcel Nos 33-13-200-003 (the "Property").

WHEREAS, the County has constructed a parking lot on the Property for the County owned Flight Park (the "Parking Lot").

WHEREAS, the County and City have determined it to be in their best mutual interests for the Parking Lot to have an automatic gate that opens and closes at set times (the "Gate").

WHEREAS, the County will plan, design, construct, install, and maintain the Gate.

WHEREAS, the City will pay all costs associated with the construction of the Gate, up to a not to exceed amount of \$60,000.00.

WHEREAS, the Parties desire to enter into an Agreement to transfer the City's funds, in accordance with the Agreement, to the County to facilitate the construction of 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 the 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 Draper City 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Max Burdick, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

|                                 |       |
|---------------------------------|-------|
| Council Member Bradley voting   | _____ |
| Council Member Bradshaw voting  | _____ |
| Council Member Burdick voting   | _____ |
| Council Member DeBry voting     | _____ |
| Council Member Ghorbani voting  | _____ |
| Council Member Granato voting   | _____ |
| Council Member Jensen voting    | _____ |
| Council Member Newton voting    | _____ |
| Council Member Snelgrove voting | _____ |

APPROVED AS TO FORM:

David A. Johnson  
2020.08.31  
'00'06- 16:15:29

\_\_\_\_\_  
Deputy District Attorney

**ATTACHMENT A**  
Interlocal Cooperation Agreement

**An Interlocal Cooperation Agreement between Draper City and Salt Lake County funding construction by Salt Lake County of an automatic gate at the park entrance.**

**THIS INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is between **SALT LAKE COUNTY** (“County”) and **DRAPER CITY**. (“City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The County owns certain real property located approximately at 15300 S. Steep Mountain Drive in Draper City, more specifically identified as Parcel Nos 33-13-200-003 (the “Property”).
- B. The County has constructed a parking lot on the Property for the County owned Flight Park (the “Parking Lot”).
- C. The County and City have determined it to be in their best mutual interests for the Parking Lot to have an automatic gate that opens and closes at set times (the “Gate”).
- D. The County will plan, design construct, and install the Gate.
- E. The City will pay all costs associated with the construction of the Gate, up to a not to exceed amount.
- F. 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.
- G. 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 defined terms identified in the Recitals are hereby incorporated by reference into this Agreement.
- 2. This Agreement shall be effective as of the date last signed by the either Party, as indicated by the date noted for that Party’s signature (the “Effective Date”). This Agreement will terminate upon full performance by both parties.
- 3. The total not to exceed amount the City will pay under this Agreement is \$60,000.00.
- 4. County’s Obligations
  - a. The County will design, construct, and own the Gate
  - b. Opening and closing times will be set to comply with Draper City ordinance.
  - c. The County will submit an invoice to the City after the County receives and pays the contractor the final payment for satisfactory construction of the Gate.
- 5. City’s Obligations
  - a. Within 30 days of receiving an invoice as described in section 4.c above, the City will pay the County the invoice amount.

- b. The city will waive all City building and City impact fees for the Gate.
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: \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

Dated: \_\_\_\_\_

**DRAPER CITY:**

By: \_\_\_\_\_  
[Signature]

Its: Mayor

Dated: 9.15.2020

Division of Parks and Recreation Review:

By: \_\_\_\_\_  
[Signature]  
Department Director Review:

By: Holly Yocom Digitally signed by Holly Yocom  
Date: 2020.09.28 10:42:49  
+06'00'

**Approved as to Form and Legality:**

**SALT LAKE COUNTY**

David A. Johnson  
2020.08.31  
By: \_\_\_\_\_  
'00'06- 16:15:13  
Deputy District Attorney

**ATTEST:**

Karina Ocasio  
City Recorder



**Approved as to Form and Legality:**

**ATTORNEY FOR DRAPER CITY**

By: \_\_\_\_\_  
[Signature]  
Attorney