

**MIDVALE CITY, UTAH
RESOLUTION NO. 2022-R-30**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
AN INTERLOCAL AGREEMENT BETWEEN MIDVALE CITY
AND SALT LAKE COUNTY**

WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, Midvale City and Salt Lake County are public agencies as contemplated in referenced section of the Utah Code known as the Interlocal Cooperation Act; and

WHEREAS, Salt Lake County wishes to design and construct a boat launch on the east bank of the Jordan River within the boundaries of Midvale City; and

WHEREAS, Midvale City and Salt Lake County wish to enter into an Interlocal Agreement to provide written authority for Salt Lake County to access the property to construct the boat launch and to address liability during the construction period; and

WHEREAS, Midvale City Council believes that the public access to the Jordan River Trail by and through the use of the newly constructed boat launch benefits the residents of Midvale City.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF
MIDVALE, UTAH**

1. The Midvale City Council authorizes the Mayor to enter into an Interlocal Agreement between Midvale City and Salt Lake County.
2. This Resolution takes effect immediately.

APPROVED AND ADOPTED this 21st day of June, 2022.



Marcus Stevenson, Mayor

ATTEST:



Rori L. Andreason, Deputy Recorder
City Recorder Shelly Reed



Voting by the City Council

(Signatures appear on separate page.)

“Aye”

“Nay”

Quinn Sperry

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

X
X
X
X
X

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is between **Salt Lake County**, a body corporate and politic of the state of Utah (the “*County*”), and **Midvale City**, a municipal corporation of the State of Utah, (the “*City*”). The County and the City are sometimes referred to individually in this Agreement as a “*Party*” and collectively as the “*Parties.*”

RECITALS

- A. Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.
- B. The County and the City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as Utah Code Ann. §11-13-101, et seq., known as the Interlocal Cooperation Act).
- C. The City entered into a Perpetual Access Easement Agreement with Gardner Jordan Bluff, L.C. (the “Grantor”) for access across a specified portion of the property located at approximately 8250 South Bingham Junction, Midvale Utah, also identified as Parcel No. 21-35-401-001 (the “Property”), for the purpose of construction and maintenance of a boat launch on the east bank of the Jordan River (the “Launch”) and to allow access from the Launch to the Jordan River Trail located on the Property.
- D. Salt Lake County wishes to design and construct the Launch and will turn over ownership of the Launch to City upon completion of construction.
- E. The Parties wish to enter into this Agreement to provide written authority for the County to access the Property to construct the Launch and to address liability during construction.
- F. Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement to document their mutual commitments and understandings with regards to pursuing the above-described project.

AGREEMENT

The Parties agree as follows:

1. The above stated recitals are hereby incorporated into this Agreement.
2. The City hereby grants the County, and all of the County’s contractors, architects, and engineers (the “Contractors”), permission to access the Property for the purposes of constructing the Launch.

3. The County will construct the Launch and will provide the City with written notification when the County has issued final payment to the general contractor for completion of the Launch ("Final Completion").

4. City will assume ownership of the Launch upon Final Completion. City will be solely responsible for maintenance and repairs to the Launch one year following final completion. This obligation will survive termination of this Agreement if the Launch achieves Final Completion.

5. Term. The date this Agreement is signed by the last party to sign it (as indicated by the date accompanying that Party's signature) is the Effective Date of this Agreement. This Agreement will terminate upon Final Completion. This Agreement may be terminated early by either party upon 30 days written notice.

6. Amendment. This Agreement may only be modified or terminated prior to the end of its term by written amendment, signed by both Parties.

7. Governmental Immunity, Liability, and Indemnification.

7.1. Both parties are governmental entities under the Governmental Immunity Act of the State of Utah, Utah Code Ann. §§ 63G-7-101 *et seq* (the "*Immunity Act*"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

7.2. Liability and Indemnification. The County hereby indemnifies the City and its officials harmless from and against any and all claims, damages, injuries, liabilities, losses, suits, judgments, causes of action, fines, penalties, of any nature, kind or description which may be incurred by the City at any time as a result of any damage to any property or persons in connection with or arising out of County's or Contractor's negligence during the construction of the Launch.

8. Authority of Signators. The Parties represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that Party.

9. Notices. All notices and other communications, provided for in this Agreement, will be in writing and will be sufficient for all purposes if personally delivered or mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective Party at the address set forth below or at such addresses as such Party may hereafter designate by written notice to the other Party.

To the County: Director - Division of Parks and Recreation
 2001 South State Street, S4-700
 Salt Lake City, Utah 84114

and

Contracts Administrator
Salt Lake County
2001 South State, Suite, N4-500
Salt Lake City, Utah 84114

To the City: Public Works Director
Midvale City
7505 S Holden Street
Midvale, Utah 84047

and

Contracts Administrator
Midvale City
7505 S. Holden Street
Midvale, Utah 84047

10. Interlocal Cooperation Act.

- 10.1. Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that no new entity is created by the provisions of this Agreement.
- 10.2. Pursuant to Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement will be administered by an administrator mutually agreed upon by the Parties.
- 10.3. This Agreement will not take effect until: (a) it has been approved by both Parties, as required by Utah Code Ann. §§ 11-13-202(2), it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.
- 10.4. Except as otherwise specifically provided herein, each Party is responsible for its own costs of any action done under this Agreement, and for any budgeting or financing of such costs.
- 10.5. To the extent 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 will do so in the same manner that it deals with other property of such Party. This includes any disposition of property upon the termination of this Agreement.
- 10.6. Either Party may withdraw from this Agreement for an “*Event of Default*” as defined below, upon written notice from the party wishing to withdraw to the other party. As used in this Agreement, the term “*Event of Default*” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a

period of thirty (30) days after written notice to the party failing to make such payment;
(b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or
(c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

11. 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 City and the County have caused this Agreement to be signed as of the dates indicated below.

SALT LAKE COUNTY

MIDVALE CITY

Signature: _____
Mayor or Designee

Signature: _____
Mayor Marcus Stevensen

Date: _____

Division Approval:

Date: _____

Signature: _____
Director or Designee

APPROVED AS TO FORM AND
LEGALITY

APPROVED AS TO PROPER FORM
AND
COMPLIANCE WITH APPLICABLE
LAW:

Signature: _____
Attorney for City

Signature: _____
Deputy District Attorney

Digitally signed by David A.
Johnson
Date: 2022.05.18 14:18:26
-06'00

