

MILLCREEK, UTAH
RESOLUTION NO. 20-08

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY WITH RESPECT TO
BOND ASSIGNMENTS**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on February 24, 2020, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County with respect to bond assignments; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County (“*County*”) and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, in or about April 2018 the City and County entered into an interlocal cooperative agreement for the assignment of bonds to the City and subsequently City staff has discovered that some bonds were not included in the April 2018 interlocal cooperative agreement and the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into a new agreement with respect to the subsequently discovered bonds; and

WHEREAS, an interlocal cooperative agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 20-08, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 24th day of February 2020.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

This Interlocal Assignment and Assumption (“Assignment Agreement”) is made and entered into on the ____ day of _____, 2020 (“Effective Date”), by and between Salt Lake County (“Assignor” or “County”), and Millcreek (“Assignee” or “Millcreek”), referred to jointly as “the Parties.”

RECITALS

WHEREAS Assignor entered into a bond agreement with a developer for completion of improvements (a copy of which is attached hereto as Exhibit 1), hereafter referred to as “Bond Agreement”; and

WHEREAS, Millcreek incorporated as a city on or about January 1, 2017; and

WHEREAS, the Bond Agreement is for a project within Millcreek’s municipal boundaries; and

WHEREAS, County provided planning and development services for Millcreek via contract from January 1, 2017 through on or about March 31, 2018, which included enforcing the terms of the Bond Agreements; and

WHEREAS, since on or about March 31, 2018, Millcreek has been providing its own planning and development services, including the enforcement of the terms of the Bond Agreement; and

WHEREAS, the Bond Agreement does not have provisions prohibiting assignment or requiring the County to obtain the consent of the parties to the Bond Agreements before assigning them; and

WHEREAS the Assignor wishes to assign its rights and delegate its duties and interests under the Bond Agreement to Assignee; and

WHEREAS the Assignee wishes to assume the rights, duties and interests of Assignor.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the Parties agree as follows:

1. Assignor hereby explicitly assigns and conveys all of its rights, delegate its duties and interests in and under the Bond Agreement to Assignee.
2. Assignee acknowledges that it has read and understood the Bond Agreement and hereby explicitly assumes, accepts and agrees to undertake all rights, duties and interests in and under the Bond Agreement under the same terms and conditions of Assignor.
3. The Parties agree to timely perform such duties and execute such further documents as reasonably necessary to transfer all rights and duties under the Bond Agreement; including, if necessary, the transfer from Assignor to Assignee of any files, documents, electronic information, or other information and documents.

4. Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) against Assignee, arising out of, in connection with, or by reason of, Assignor's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Bond Agreement on or prior to March 31, 2018, the date Millcreek began providing its own planning and development services.
5. Assignee hereby agrees to indemnify Assignor against, and hold Assignor harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) against Assignor, arising out of, in connection with, or by reason of, Assignee's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Bond Agreement first accruing after March 31, 2018.
6. This Assignment Agreement shall be governed by the laws of the State of Utah, and all actions, including but not limited to any court proceedings, administrative proceedings, arbitration or mediation, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.
7. This Assignment Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of the Assignment Agreement delivered by facsimile or e-mail attachment shall be deemed an original signed copy of this Assignment Agreement.
8. This Assignment Agreement represents the entire agreement between the Parties and there are no other agreements or understandings between any of the parties to this Assignment Agreement amending, waiving, or supplementing this Assignment Agreement.
9. 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 approved by 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 by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation 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 Interlocal Cooperation Act;
 - (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken 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 a joint board of the Mayors of the City and the County, or their designees. 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.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed as of the date written above.

ASSIGNOR:

SALT LAKE COUNTY

By: _____
Mayor or Designee

Department Director Approval

Approved as to Form:

By: _____

Deputy District Attorney

MILLCREEK

By _____
Jeff Silvestrini, Mayor

ATTEST:

By _____
Elyse Sullivan, City Recorder

Approved as to Form and Legality:

By _____
John Brems,
City Attorney