

**MILLCREEK, UTAH**  
**RESOLUTION NO. 22-33**

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL  
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY ACCEPTING THE  
TRANSFER OF SUNNYVALE PARK, FORTUNA PARK, AND CANYON RIM PARK  
FROM SALT LAKE COUNTY**

**WHEREAS**, the Millcreek Council (“*Council*”) met in regular session on November 14, 2022, to consider, among other things, approving an Interlocal Cooperative Agreement accepting transfer of Sunnyvale Park, Fortuna Park, and Canyon Rim Park from Salt Lake County; and

**WHEREAS**, Sunnyvale Park, Fortuna Park, and Canyon Rim Park (collectively “Parks”) are all within Millcreek; and

**WHEREAS**, Salt Lake County (“County”) desires to formally transfer and convey the Parks to Millcreek and Millcreek desires to take and receive the Parks from the County; 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**, the County and Millcreek are public agencies, as contemplated in the Act, and are authorized to convey property for consideration as may be agreed upon; and

**WHEREAS**, the County and Millcreek have agreed to enter into an interlocal cooperative agreement (“Agreement”) for conveyance of the Parks without fee or cost; and

**WHEREAS**, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into the Agreement for conveyance of the Park.

**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. 22-33, shall take effect immediately on passage.

**PASSED AND APPROVED** by the Millcreek Council this 14<sup>th</sup> day of November 2022.

**MILLCREEK COUNCIL**

By: \_\_\_\_\_  
**Jeff Silvestrini, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Elyse Sullivan, City Recorder**

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

# Interlocal Cooperation Agreement

**THIS INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is made effective this \_\_\_ day of \_\_\_\_\_, 2022, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“County”), and **MILLCREEK**, a Utah municipal corporation (“City”). County and City may each be referred to herein individually as a “Party” and jointly as the “Parties.”

## RECITALS

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, UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, the City and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, the County owns a parcel of real property known as Sunnyvale (formerly Valley Central) Park located at approximately 4013 South 700 West, Millcreek City, Utah 84123 (Parcel No. 15-36-351-064, and as further described in the Quit Claim Deed attached hereto as Exhibit A, and incorporated herein by this reference), which is in the public use as a public park; and

WHEREAS, the County also owns a parcel of real property known as Fortuna Park located at approximately 4620 South Fortuna Way, Millcreek City, Utah 84123 (Parcel No. 22-02-479-056, and as further described in the Quit Claim Deed attached hereto as Exhibit B, and incorporated herein by this reference), which is in the public use as a public park; and

WHEREAS, the County also owns a parcel of real property known as Canyon Rim Park located at approximately 3096 South Grace Street, Millcreek City, Utah 84109 (Parcel No. 16-26-326-001, 16-26-326-022, 16-26-178-004, as further described in the Quit Claim Deed attached hereto as Exhibit C, and incorporated herein by this reference), which is in the public use as a public park; and

WHEREAS, Sunnyvale Park, Fortuna Park, and Canyon Rim Park, hereinafter are collectively referred to as the “Parks”; and

WHEREAS, the County desires to formally transfer and convey the Parks to the City, and the City desires to formally take and receive the Parks from the County, for the purposes and on the terms and conditions set forth in this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1.     **Conveyance.** The County shall convey the Parks to the City via quit claim deeds (hereinafter “Quit Claim Deeds”) for the purpose of operating and maintaining neighborhood parks. The City shall be solely responsible for maintaining the Parks and shall repair or replace improvements thereon as necessary to maintain their current function and use.

Section 2.     **Consideration.** County and City agree that in consideration of the mutual benefit afforded the citizens of City and County, the restrictions on use identified in Section 3, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will convey the Parks to City as outlined herein.

Section 3.     **Use Restriction.** The Parks shall be used by City solely as public parks:

A. The Quit Claim Deeds conveying the Parks shall include a perpetual restriction requiring the Parks to be used by City or its successors in interest solely as a public park or open space, and in the event City ceases using any portion of the Parks as a public park or open space, the Parks will revert to County in its entirety.

Section 4.     **Operation of the Parks.** Upon transfer of the Parks to City, City shall be solely responsible for the operation and maintenance of the Parks, and City shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys’ fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, City’s operation and maintenance of the Parks or any act or omission of City, any independent contractor retained by City, or anyone directly or indirectly employed by them, while working on and/or maintaining the Parks.

Section 5.     **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the Parks shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title for the Parks shall survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 6.     **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(b) 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 Mayor or designee and the City's Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The Parks shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 7. **General Provisions**. 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. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(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 of the essence in 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 States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) 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.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

**IN WITNESS OF THIS INTERLOCAL COOPERATION AGREEMENT**, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or her designee, his or her signature being duly notarized.

[Signature Page Follows Below]

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

Recommended for Approval:

\_\_\_\_\_  
Director of Salt Lake County Parks and Recreation

Recommended for Approval:

\_\_\_\_\_  
Director of Salt Lake County Public Works

Reviewed and Advised as to Form and Legality:

\_\_\_\_\_  
John E. Diaz  
Deputy District Attorney  
Salt Lake County

**MILLCREEK**, Utah municipality

By \_\_\_\_\_  
Mayor or Designee

Recommended for Approval:

\_\_\_\_\_  
Millcreek City Engineer

**ATTEST:**

\_\_\_\_\_  
Millcreek City Recorder

**Reviewed and Advised As To Form and Legality:**

\_\_\_\_\_  
, City Attorney

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County



Exhibit A  
(Sunnyvale Park Quit Claim Deed)

Exhibit B  
(Fortuna Park Quit Claim Deed)

Exhibit C  
(Canyon Rim Park Quit Claim Deed)