

INTERLOCAL COOPERATION AGREEMENT

Between

WEBER COUNTY and
NORTH OGDEN CITY

For

DEVELOPMENT OF A PUBLIC PARK

This Agreement is between Weber County (“County”), a political subdivision of the State of Utah, and North Ogden City (“City”), a political subdivision of the State of Utah. The County and the City are sometimes referred to herein as a “Party” or collectively as the “Parties.” The intent of this Agreement is to describe and define the Parties’ cooperative efforts to develop a public park near the North Ogden Canyon road in North Ogden.

RECITALS

WHEREAS, the County owns a parcel of real property in North Ogden identified as Weber County Parcel #16-049-0130 (the “Property”), which is more particularly described in Exhibit A; and

WHEREAS, the County acquired the Property through a tax sale in 2012; and

WHEREAS, the delinquent tax amount was \$12,527.96; and

WHEREAS, the market value of the Property is significantly higher than \$12,527.96; and

WHEREAS, the County has no intended use for the Property and has declared it as surplus; and

WHEREAS, the City approached the County about the possibility of acquiring the Property so that the City could develop a public park on the Property; and

WHEREAS, residents of the City, as well as residents of unincorporated parts of the County and other cities within the County, would benefit from the development of a public park on the Property, which would increase recreational opportunities for them; and

WHEREAS, the development of a park on the Property is in the best interest of the residents of the City and the County, and it will contribute positively to their health and welfare; and

WHEREAS, both cities and counties are authorized by law to provide public parks, but the County, consistent with its existing practice and priorities, does not desire to use its resources to develop or operate a park on the Property; and

WHEREAS, Title 11, Chapter 13 of the Utah Code, the Interlocal Cooperation Act (the “Act”), authorizes public agencies to enter into interlocal cooperation agreements for joint or cooperative undertakings involving services that they are each authorized by law to provide; and

WHEREAS, a primary purpose of the Act, as stated in section 11-13-102, is “to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities” in ways that benefit local communities; and

WHEREAS, section 11-13-211 of the Act authorizes a public entity entering into an agreement under the Act to “sell, lease, give, or otherwise supply tangible and intangible property to the joint or cooperative undertaking”; and

WHEREAS, if the County sells the Property to the City at less than fair market value, for the development of a park, the City is willing to take on all other costs and responsibilities associated with the development, operation, and ownership of the park; and

WHEREAS, the County desires to collect the delinquent tax amount of \$12,527.96, to enable payment to the taxing entities that have an interest in the unpaid taxes; and

WHEREAS, the Parties have determined that this cooperative undertaking is to their mutual advantage and will benefit their residents, and that it is authorized by the Act;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are adopted by reference as part of this Agreement.
2. The County agrees to sell the Property to the City for \$12,527.96, subject to the other provisions of this Agreement.
3. The City agrees to construct a city park on the Property and open it to public use within five years after the date the County executes the deed to the Property. **With an option for an additional five years of time to complete the improvements.** The park shall include, at a minimum, restroom facilities and a drinking fountain.

4. The City agrees to ensure that it, or another public entity, continues to use and maintain the Property as a public park during the 20-year period after the park is opened to public use.
5. The City shall provide adequate public access to the park and shall ensure that water and other necessary utilities are provided and maintained for the park. The restrooms and drinking fountain may be closed and turned off seasonally, on the same schedule as other parks operated by the City.
6. Selling the Property to the City, at a price significantly lower than market value, will be the County's only contribution to this cooperative undertaking. All other costs and responsibilities associated with the development, operation, and ownership of the park will be the City's responsibility.
7. The County does not warrant or guarantee that the Property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the Property. By signing this Agreement, the City represents that it is satisfied with the status of the title to the Property, and the City hereby releases the County from all liability related to title issues regarding the Property.
8. The County shall convey the Property to the City by quit claim deed, subject to the reversionary interest described in the following paragraph, upon receipt of the full purchase price.
9. Conditions of Conveyance
 - a. The conveyance of the Property will be effective as long as both of the following conditions are satisfied:
 - i. The City constructs a city park, including restroom facilities and a drinking fountain, on the Property and opens it to public use within five years after the date the County executes the deed; and
 - ii. The City, or another public entity, continues to use and maintain the Property as a public park during the 20-year period after the park is opened to public use.
 - b. If either of the two conditions in paragraph 9.a. is violated, then the ownership of the Property will automatically revert to the County, with no requirement of re-entry by the County.
 - i. If ownership reverts to the County, then the City shall execute and deliver a mutually acceptable document confirming the termination of the City's ownership interest in the Property, and shall consent to that document being recorded.
 - ii. If the City fails to deliver the document described in paragraph 9.b.i., then the County may, on its own, record a document confirming the termination of the City's interest in the Property.

- c. If both of the conditions in paragraph 9.a. are satisfied, then the County’s reversionary interest will automatically terminate 20 years after the date the park is opened to public use.
 - i. If the County’s ownership interest terminates, then the County shall execute and deliver a mutually acceptable document confirming the termination of the County’s ownership interest in the Property, and shall consent to that document being recorded.
 - ii. If the County fails to deliver the document described in paragraph 9.c.i., then the City may, on its own, record a document confirming the termination of the County’s interest in the Property.
10. The County shall have no liability related to the construction and operation of the park. The City shall indemnify and hold harmless the County and its officers, agents, employees, and permitted assigns from and against any and all claims, losses, liabilities, and costs (including attorney’s fees) arising as a result of the construction and operation of the park pursuant to this Agreement. Neither Party waives any protection it may have under the Governmental Immunity Act of Utah.
11. This Agreement establishes a cooperative undertaking, but not a joint venture, between the Parties. Neither Party shall serve as the legal representative or agent of the other Party for any purpose. Neither Party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other Party. Neither Party shall have any obligation with respect to the other Party’s debts or other liabilities.
12. Each Party will be responsible for maintaining its own financial budget for its participation in this Agreement. There will be no joint budget.
13. This Agreement shall become effective upon (a) its approval and execution by each Party; and (b) the filing of an executed copy of this Agreement with the keeper of records of each Party.
14. Duration of Agreement.
 - a. The Parties may mutually agree to terminate this Agreement at any time. If this happens, the Property will be disposed of in accordance with the terms of the County’s conveyance of the Property to the City, as described in paragraph 9 above.
 - b. Otherwise, this Agreement shall remain in effect until either (1) the County’s reversionary interest in the Property has terminated due to the City’s compliance with the terms of the conveyance, or (2) the ownership of the Property has reverted to the County due to the City’s failure to comply with the terms of the conveyance.

- c. The indemnification obligations of this Agreement shall survive termination of the Agreement.
15. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.
16. To comply with the Act (sections 11-13-206 and 11-13-207), the City appoints its [redacted] as its administrator for all matters relating to the City's participation in this Agreement. The County appoints its Community Development director as its administrator for all matters relating to the County's participation in this Agreement. A Party may change the designation of its administrator by providing written notice to the other Party. To the extent that any joint administration of this Agreement becomes necessary, the Parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each Party shall have an equal vote in any decision. However, unless otherwise specified in this Agreement, each Party shall have full authority to act on its own, without coordination with the other Party, in fulfilling its own independent obligations under this Agreement.
17. No separate legal entity is created by this Agreement. There shall be no joint acquisition or joint ownership of property, real or otherwise.
18. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
19. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If an ambiguity or question of intent or interpretation arises, there shall be no presumption in favor of either party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters this Agreement. If the invalidation of the provision materially alters the Agreement, the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.
20. This Agreement sets forth the entire understanding of the Parties. All prior negotiations, understandings, representations, inducements, and agreements, whether oral or written, and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be of no force or effect. No amendment to this Agreement shall be valid or binding unless in writing and signed by both Parties.
21. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that he or she is authorized to bind the Party.

22. In satisfaction of additional requirements of the Act, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted, by resolution, by the legislative bodies of the City and the County, in accordance with section 11-13-202.5 of the Act.
 - b. This Agreement shall be reviewed by a duly authorized attorney on behalf of each Party, in accordance with section 11-13-202.5(3) of the Act.
 - c. A duly executed copy of this Agreement shall be filed promptly with the keeper of records of each Party, pursuant to section 11-13-209 of the Act.
 - d. Promptly after execution of this Agreement by the Parties, each Party shall publish notice regarding this Agreement pursuant to section 11-13-219 of the Act.

Both Parties hereby agree to the conditions of this agreement.

NORTH OGDEN CITY

BY: _____ DATED: _____
S. Neal Berube
North Ogden City Mayor

Approved: _____
City Attorney

WEBER COUNTY

BY: _____ DATED: _____
James H. "Jim" Harvey
County Commission Chair

Attest: _____ DATED: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney

EXHIBIT A

Parcel Tax ID#16-049-0130

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 27, LOCATED SOUTH 89D17'22" EAST ALONG SAID NORTH LINE 1357.51 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89D17'22" EAST ALONG SAID NORTH LINE 646.36 FEET; THENCE SOUTH 379.70 FEET; THENCE WEST 149.60 FEET; THENCE SOUTH 86.41 FEET; THENCE NORTH 47D21'39" WEST 512.09 FEET; THENCE SOUTH 42D38'21" WEST 135 FEET, THENCE NORTH 47D21'39" WEST 13.24 FEET, THENCE NORTH 1D20' EAST 217.34 FEET TO THE POINT OF BEGINNING. EXCEPT: PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BETTER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 27, SAID POINT ALSO BEING SOUTH 88D55'28" EAST (SOUTH 89D17'22" EAST DEED) 1357.51 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27, BASIS OF BEARING BEING THAT OF SOUTH 00D51'54" WEST (NAD"83 STATE PLANE GRID) BETWEEN THE SAID NORTHWEST CONRER OF SECTION 27 AND RUNNING THENCE SOUTH 36D46'10" EAST 159.23 FEET TO THE MOST NORTHERLY CORNER OF LOT 20 OF THE NORTHCREST PHASE 2 SUBDIVISION, SAID SUBDIVISION HAVING BEEN RECORDED IN MAY 1987 IN THE WEBER COUNTY RECORDER'S OFFICE AS BOOK 29 PAGE 34, THENCE SOUTH 43D00'15" WEST 135.00 FEET ALONG THE WEST LINE OF SAID LOT 20 TO THE NORTHERLY RIGHTOF WAY LINE OF MOUNTAIN ROAD, THENCE NORTH 46D59'45" WEST13.24 FEET ALONG SAID RIGHT OF WAY LINE, THENCE NORTH 01D41'54" EAST 217.34 FEET TO THE POINT OF BEGINNIG. CONTAINS 11658.5 SQUARE FEET OR 0.268 ACRES.