

RESOLUTION R2025 - 60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING MAYOR DAWN R. RAMSEY TO SIGN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY OF SOUTH JORDAN TRANSFERRING 5200 WEST RIGHT OF WAY TO THE CITY.

WHEREAS, Utah Code Ann § 11-13-202 allows public entities to enter into agreements, known as interlocal agreements, for joint or cooperative actions including transfer of property; and

WHEREAS, the City of South Jordan and Salt Lake County are public entities authorized to enter into interlocal agreements; and

WHEREAS, Salt Lake County owns a parcel of property located at approximately 9725 South 5200 West0 (“5200 West Parcel”) as described in the Interlocal Cooperation Agreement attached to this Resolution and desires to convey that parcel to the City and the City desires to accept the 5200 West Parcel pursuant to the terms of the Interlocal Cooperation Agreement; and

WHEREAS, the South Jordan City Council finds it in the best interest of the City of South Jordan to accept the transfer of the 5200 West Parcel based on the terms of the Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign Agreement. Mayor Dawn R. Ramsey is authorized to sign the Interlocal Cooperation Agreement, attached hereto, between Salt Lake County and the City of South Jordan which transfers the 5200 West Parcel to the City of South Jordan.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

<<Signatures on following page.>>

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2025 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

County Contract No.
DA's Contract No. 25CIV000982

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement"), is made effective this 7 day of October, 2025, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("County"), and **SOUTH JORDAN CITY**, a municipal corporation and political subdivision of the State of Utah, with its business address located at 1600 West Towne Center Drive, South Jordan UT 84095 ("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, City and 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, County owns a parcel of real property located at approximately 9725 South 5200 West, South Jordan, Utah, identified as Parcel No. 26-12-253-001, and as further described in the Quitclaim Deed attached hereto as Exhibit A (the "Property"), and which is no longer needed by any County agency for the performance of its duties; and

WHEREAS, the Property is located in the City, and provides the City, its residents, and the public at large access to the Bingham Creek Regional Park; and

WHEREAS, the responsibility for ongoing maintenance and future improvements of the Property would be more appropriately managed by the City, ensuring consistency with their infrastructure standards and long-term planning; and

WHEREAS, the City desires for County to convey the Property to it as public right of way; and

WHEREAS, it has been determined that the City's ongoing and future maintenance and improvement of the Property, and the costs savings that will inure to the benefit of the County, is in the best interest of the County, and the general public will be best served by the conveyance of the Property to the City. The transaction will be in compliance with all applicable state statutes and County ordinances.

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 are hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyance.** The County shall convey the Property via quitclaim deed (hereinafter "Quitclaim Deed"), for the purpose of using the Property in perpetuity as a public road. City shall be solely responsible for maintaining the Property and shall repair or replace improvements thereon as necessary to maintain its current function and use.

Section 2. **Consideration.** County and the City agree that in consideration of the mutual benefit afforded the citizens of the 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 Property to City as outlined herein.

Section 3. **Use Restriction.** The Property shall be used by the City solely as a public road:

- A. The Quitclaim Deed conveying the Property shall include a perpetual restriction requiring the Property to be used by the City or its successors in interest solely as a public road, and in the event the City ceases using any portion of the Property as a public road, the Property will revert to County in its entirety. The form of the Quitclaim Deed is attached hereto as Exhibits A.

Section 4. **Operation of the Property.** Upon transfer of the Property to the City, the City shall be solely responsible for the operation and maintenance of the Property, and the 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, the City's operation and maintenance of the Property or any act or omission of the City, any independent contractor retained by the City, or anyone directly or indirectly employed by them, while working on and/or maintaining the Property.

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 Property shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to the Property 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 Cooperation Act Provisions.** In compliance with the requirements of the Interlocal Cooperation 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 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 Property 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 WHEREOF, The City, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: 
Mayor or Designee

Recommended for Approval:


Director of Salt Lake County Real Estate Division

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2025.08.28 14:45:44 -06'00'

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

SOUTH JORDAN CITY

By _____
Mayor or Designee

ATTEST:

South Jordan City's Recorder

Reviewed and Advised as to Form and Legality:


South Jordan City Attorney

IN WITNESS WHEREOF, The City, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: 
Mayor or Designee

Recommended for Approval:


Director of Salt Lake County Real Estate Division

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2025.08.28 14:45:44 -06'00'

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

SOUTH JORDAN CITY

By _____
Mayor or Designee

ATTEST:

South Jordan City's Recorder

Reviewed and Advised as to Form and Legality:

South Jordan City Attorney

Exhibit A
(Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. No. 26-12-253-001

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to South Jordan City, a municipal corporation and political subdivision of the State of Utah ("Grantee"), the following described parcel of real property located at 9725 South 5200 West, South Jordan, Utah 84070 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

(SEE EXHIBIT A)

Perpetual Restriction. The Property is to be used by Grantee in perpetuity as a public road, if Grantee ceases using any portion of the Property as a public road, the Property will revert to Grantor in its entirety.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this 7 day of October, 2025.

SALT LAKE COUNTY

By: 
MAYOR or DESIGNEE

By: 
COUNTY CLERK

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2025.08.28 14:46:12
+06'00'

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

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

On this 7 day of October, 2025, personally appeared before me Arllyn Bradshaw
who being duly sworn, did say that he is the Assoc. Deputy Mayor of Salt Lake
County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake
County, by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written:

Lisa O'Bryan
Notary Public

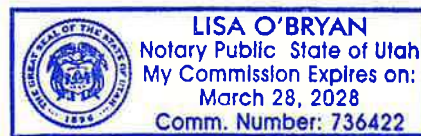


STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this 7 day of October, 2025, personally appeared before me Lannie Chapman
who being duly sworn, did say that he is the CLERK of Salt Lake County and that the
foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a
resolution of the SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Lisa O'Bryan
Notary Public



(EXHIBIT A)

Parcel No. 26-12--253-001:

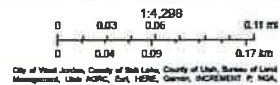
Legal Description:

COM AT SW COR OF NE 1/4 SEC 12, T 3S, R 2W SL MER, S 89°53' 55" E 50 FT; N 0°31'20" E 1079.56 FT; S 56°58' W 60 FT; S 0°31'20" W 1046.76 FT TO BEG. 1.22 AC

My Map



July 14, 2025



The information depicted here is to be taken as an approximate fit as regards to the spatial position of the layers presented. This map is not intended to represent an actual field survey of, nor establish the actual location between, any of the layers depicted here.