

RESOLUTION NO. _____ OF 2005

JUN 3 - 2005

RESOLUTION AUTHORIZING THE APPROVAL
OF AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY
FOR AN OLYMPIC LEGACY PROJECT

WHEREAS, Title 11, Chapter 13, of the Utah Code Annotated allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Interlocal Agreement has been prepared to accomplish said purposes with respect to Salt Lake City's Olympic Legacy Project upgrading pedestrian trails;

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake City Council that the Interlocal Agreement attached hereto be accepted and approved and that the Mayor be and hereby is authorized to execute the Agreement on behalf of Salt Lake City.

APPROVED AND ADOPTED this _____ day of _____, 2005.

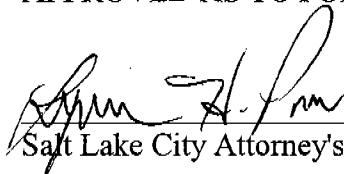
SALT LAKE CITY COUNCIL

By _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

 5-9-05
Salt Lake City Attorney's Office

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE CITY

and

SALT LAKE COUNTY

* * *

THIS AGREEMENT is made and entered into this ____ day of _____, 2005,
by and between Salt Lake County, a body corporate and politic of the State of Utah, "COUNTY,"
and Salt Lake City Corporation, a municipal corporation of the State of Utah, "CITY".

WITNESSETH:

WHEREAS, the COUNTY and the CITY, pursuant to Utah Code Ann., Section 11-2-1,
et. seq., may provide recreational facilities for their inhabitants; and

WHEREAS, under the Utah Interlocal Cooperation Act, Section 11-13-101, et. seq., the
COUNTY and the CITY jointly exercise power or authority of each; and

WHEREAS, the Salt Lake County Council has determined that a contribution to the
CITY for the purpose of upgrading pedestrian trails at "A" Street to Memory Grove Park as part
of the CITY's Olympic Legacy Project is in the public interest.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and
conditions, the parties hereby agree as follows:

1. COUNTY

COUNTY agrees to provide the CITY with the sum of ONE HUNDRED
THOUSAND DOLLARS (\$100,000) of its TRCC funds for the CITY's Olympic Legacy
Project, upgrading pedestrian trails from "A" Street at 7th and 9th Avenue to Memory Grove Park.

2. CITY

The CITY agrees to use said contribution to upgrade the pedestrian trails.

3. DURATION AND TERMINATION

This Agreement shall take effect upon execution and shall terminate upon completion of the upgrade.

4. LIABILITY

Both parties are governmental entities under the "Utah Governmental Immunity Act," Title 63, Chapter 30, Utah Code Ann. (1953), as amended. Consistent with the terms of this act, it is mutually agreed that each party is responsible and liable for its own 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 Act.

5. INTERLOCAL COOPERATION ACT REQUIREMENTS

1. This Agreement shall be authorized by resolution of the governing body of each party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");

2. 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 11-12-202.5 of the Act;

3. 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 Act;

4. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

5. 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 the Mayor of the COUNTY and the Mayor of the CITY, acting 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.

6. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. Salt Lake County represents that it has not (1) provided an illegal gift or payoff to a CITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understand for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and thereby promises that it will not knowingly influence, a CITY officer or employee or former CITY officer or employee to breach any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Peter Corroon or Designee

STATE OF UTAH)
 : ss.
County of Salt Lake)

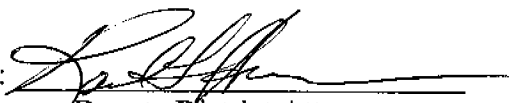
On this _____ day of _____, 2005, personally appeared before me
_____, who being duly sworn, did say that (s)he is
the _____ of Salt Lake County,
Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by
authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

[seal]

APPROVED AS TO FORM AND LEGALITY:

SALT LAKE COUNTY
DISTRICT ATTORNEY

By: 
Deputy District Attorney

Dated: 18 May '05
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SALT LAKE CITY CORPORATION

By: _____
Ross C. Anderson
Salt Lake City Mayor

Date: _____

ATTEST:

Deputy City Recorder

APPROVED AS TO FORM AND LEGALITY

By:  6-3-05
CITY ATTORNEY