CITY COUNCIL
AGENDA ITEM APPROVAL FORM

AGENDA ITEM INFORMATION

MEETING DATE:	DECEMBER 14, 2016
AGENDA ITEM TITLE:	RESOLUTION 16-30: A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY TO CONSTRUCT, OPERATE AND MAINTAIN A PERFORMING ARTS CENTER, AND APPROVING AN ACCOMPANYING GROUND LEASE
PUBLIC HEARING REQUIRED:	YES: _____ NO: X
ORDINANCE REQUIRED:	YES: _____ NO: X
RESOLUTION REQUIRED:	YES: X NO: _____
PRESENTER:	TRACY S. COWDELL
AGENDA ITEM SUMMARY: LIMIT 150 WORDS	SALT LAKE COUNTY HAS DECIDED TO CONSTRUCT A NEW PERFORMING ARTS CENTER AT CITY HALL. THE COUNTY WILL BE WORKING WITH THE CITY TO MAKE THIS HAPPEN. AS SUCH, THE CITY AND THE COUNTY DESIRE TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT AND AN ACCOMPANYING GROUND LEASE IN ORDER TO DO THIS. INTERLOCAL COOPERATION AGREEMENTS NEED TO BE APPROVED BY THE CITY COUNCIL.
ATTACHMENTS:	COPY OF INTERLOCAL COOPERATION AGREEMENT COPY OF GROUND LEASE

ADMINISTRATIVE AUTHORIZATIONS

(OFFICIALS: WRITE YOUR NAME AND THE DATE YOU AUTHORIZED THIS AGENDA ITEM.)

DEPARTMENT HEAD NAME:			DATE:	
CHIEF FINANCIAL OFFICER:			DATE:	
FISCAL NOTE:	AMOUNT:			
	BUDGET COMPLIANCE:			
CITY MANAGER:			DATE:	
CITY ATTORNEY:			DATE:	

TAYLORSVILLE, UTAH
RESOLUTION NO. 16-30

A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY TO CONSTRUCT, OPERATE AND MAINTAIN A PERFORMING ARTS CENTER, AND APPROVING AN ACCOMPANYING GROUND LEASE

WHEREAS, the Taylorsville City Council (the "Council") met in regular session on December 14, 2016, to consider, among other things, approving an interlocal cooperation agreement between the City and Salt Lake County to construct, operate and maintain a performing arts center, and approving an accompanying ground lease; and

WHEREAS, the County desires to construct, operate and maintain a performing arts center to be located at approximately 2599 West Taylorsville Blvd. in Taylorsville, Utah, 84129 (the "Facility"); and

WHEREAS, the City desires to have the County construct, operate and maintain the Facility at the above-stated location; and

WHEREAS, the City and the County desire to execute an accompanying ground lease in conjunction with the interlocal cooperation agreement; and

WHEREAS, the Parties are public agencies and are therefore authorized by UTAH CODE ANN. § 11-13-101, *et seq.* (the "Interlocal Cooperation Act") to enter into agreements with each other to enable them to make efficient use of their resources; and

WHEREAS, the Council has determined that it is in the best interests for the health, safety and welfare of its citizens to approve the interlocal cooperation agreement between the City and Salt Lake County to construct, maintain, and operate a new performing arts center in the City, as well as to approve the accompanying ground lease.

NOW, THEREFORE, BE IT RESOLVED that the Taylorsville City Council hereby approves the attached interlocal cooperation agreement for the construction, operation and maintenance of a performing arts center, attached hereto as Exhibit "A" and incorporated herein by this reference, and also hereby approves the accompanying ground lease, attached hereto as Exhibit "B" and incorporated herein by this reference.

This Resolution, assigned Resolution No. 16-30, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Taylorsville City Council this _____ day of _____, 2016.

TAYLORSVILLE CITY COUNCIL

By: _____
Ernest Burgess, Chairman

SEAL

VOTING:

Dama Barbour	Yea ___	Nay ___
Ernest Burgess	Yea ___	Nay ___
Dan Armstrong	Yea ___	Nay ___
Kristie S. Overson	Yea ___	Nay ___
Brad Christopherson	Yea ___	Nay ___

PRESENTED to the Mayor of the City of Taylorsville for approval this ____ day _____, 2016.

APPROVED this ____ day of _____, 2016.

By: _____
Mayor Lawrence Johnson

ATTEST:

_____
Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2016.

RECORDED this ____ day of _____, 2016.

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE
OF A PERFORMING ARTS CENTER

EXHIBIT B

Ground Lease

Salt Lake County
Contract No.: _____
DA File No. 16-06904

INTERLOCAL COOPERATION AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A PERFORMING ARTS CENTER

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County") and the **CITY OF TAYLORSVILLE**, a municipal corporation and political subdivision of Salt Lake County, State of Utah (the "City"). The County and the City are collectively referred to as the "Parties."

RECITALS:

WHEREAS, the County desires to construct, operate and maintain a performing arts center to be located at approximately 2500 West Taylorsville Blvd. in Taylorsville, Utah 84129; (the "Facility"); and

WHEREAS, the City desires to have the County construct, operate and maintain the Facility; and

WHEREAS, the Parties are public agencies and are therefore authorized by UTAH CODE ANN. § 11-13-101, *et seq.* (the "Interlocal Cooperation Act") to enter into agreements with each other to enable them to make efficient use of their resources; and

WHEREAS, it is mutually beneficial for the Parties to work cooperatively towards the construction, operation and maintenance of a performing arts center in Taylorsville; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize their agreement and understanding in writing.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants and undertakings of the Parties, the receipt and legal sufficiency which is hereby acknowledged, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. ***Construction of Performing Arts Center***. The County hereby agrees to construct, operate and maintain the Facility. The County further agrees to pay the balance of the cost of constructing the Facility in excess of the City Contribution.

2. ***Facility Location***. The Parties agree that the Facility shall be located at approximately 2500 West Taylorsville Blvd, Taylorsville Utah, 84129. The Parties shall work together to select the exact location of the Facility.

3. ***Estimated Costs of Construction***. The Parties estimate that the cost to construct the Facility will be approximately forty million dollars ($40,000,000).

4. ***City Contribution***. The City hereby agrees to contribute a total amount of Five Million Dollars ($5,000,000) towards the construction of the Facility (the "City Contribution"). The City anticipates contributing one million seven hundred thousand dollars ($1,700,000) in the form of a ground lease, more particularly described in Paragraph 8 herein. The City shall pay the remaining balance of three million three hundred thousand dollars ($3,300,000) to the Salt Lake County's Capital Improvement Revolving Fund as follows:

a. $1,100,000 on or before July 15, 2017;
b. $1,100,000 on or before July 15, 2018; and
c. $1,100,000 on or before July 15, 2019

5. ***Joint Announcements***. The Parties hereby agree to make joint announcements for all information disseminated to the public relating to the construction of the Facility including, but not limited to, significant dates and deadlines. Each announcement shall include language that the announcement is from the City Mayor and Council and, the County Mayor and Council.

6. ***Dates and Deadlines***. The County will make best efforts to adhere to the following deadlines as they relate to the Facility:

a. City and County shall begin work on the Facility on or about January 2, 2017.
b. Design and programming shall be completed on or before June 30, 2018.
c. Construction of the Facility shall be completed on or before December 31, 2020.

7. ***Building Use***. The Parties hereby agree to the following terms and conditions as they relate to use of the Facility:

a. The County shall use its reasonably best efforts to schedule meaningful events at the Facility.

b. The County shall reserve sixteen (16) City events each year. City shall be responsible for booking City events and shall use the County's normal booking policy/window and shall not displace any previously booked events. The City shall not be obligated to pay rent for use of the Facility for the above-stated sixteen (16) days. City events are only assignable to Taylorsville Arts Council and no other person or entity. If City or Taylorsville Arts Council wishes to book more that sixteen (16) events annually, they may do so at prevailing residential-tier rates and expenses.

c. The County shall provide City dedicated, secure storage space within the Facility, as determined by agreement between the Parties.

d. The Parties hereby agree that cross-access and cross-parking provisions necessary for the effective construction, operation and maintenance of the Facility will be included directly in the ground lease more particularly described in Paragraph 8.

8. ***Ownership and Operation***. The Parties acknowledge the City shall retain ownership of the real property on which the Facility is constructed and that the County occupy the real property pursuant to a fifty-(50)-year ground lease that includes a renewal option, attached as Exhibit A, with the City. The County's sole consideration for the ground lease shall be construction and operation of the Facility.

9. ***Advisory Board***. Pursuant to UTAH CODE ANN. § 11-13-207, the Parties agree to create an advisory board (the "Board") to advise the County regarding the design, construction, operation and maintenance of the Facility and its surrounding grounds. The Board shall consist of six (6) members. The City Mayor and County Mayor shall each appoint three (3) members to the Board. The Parties agree to work together in good faith to resolve issues in the design and construction of the Facility including, but not limited to, the design of open space, plaza space, and other amenities surrounding the Facilities. The Facility design, architecture, landscaping, etc. must comply with all applicable land use ordinances and procedures.

10. ***Advisory Board Rules***. Consistent with City and County ordinances and policies, the Board may establish rules, bylaws, policies and procedures for its operations.

11. ***Operation and Control***. The County shall own, operate, maintain and staff the Facility in a reasonably efficient manner to maximize programming of the Facility. The County and the City hereby agree that the County shall be fully and completely responsible for any and all costs or expenses associated with the operation and maintenance of the Facility. The City shall be responsible for costs or expenses associated with maintenance of the grounds surrounding the Facility.

12. ***External Security***. The City will provide the Facility with routine police and/or security patrol to the same extent as it provides to other areas of the City.

13. ***Term***. This Agreement shall be for a term of fifty (50) years from the date of execution.

14. ***Default***. If the County defaults on its material obligations under this Agreement, the City may (a) assume ownership of the Facility, (2) operate and maintain the Facility, (c) terminate this Agreement and the Ground Lease, (d) demolish the Facility, or (e) execute a combination of or all of (a) – (e) above at the City's sole expense. If the City defaults on its obligations under this Agreement, the County may at its option require specific performance or take over City's duties and bill the City accordingly. If neither Party opts to operate and maintain the Facility, the Parties will share proportionately to demolish the Facility.

15. ***Notice***. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County:	Salt Lake County Attn: Mayor 2001 South State Street Salt Lake City, Utah 84190
with copy to:	Civil Division Director Salt Lake County District Attorney 2001 South State Street, S-3600 Salt Lake City, Utah 84190
City:	City of Taylorsville Attn: Mayor 2600 West Taylorsville Blvd. Taylorsville, Utah 84129
with copy to:	City Attorney's Office 2600 West Taylorsville Blvd. Taylorsville, Utah 84129

16. ***Building Permit and Impact Fees***. The City hereby agrees to waive all City fees related to design, development and construction of the Facility.

17. ***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 this Agreement 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) *No Interlocal Entity.* The parties agree that they do not by this Agreement create an interlocal entity.

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

(m) *Manner of Acquiring, Holding or Disposing of Property*. Property will be acquired, held or disposed of pursuant to this Agreement.

(n) *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.

(o) *Governmental Immunity*. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the "Act"). Therefore, consistent with the terms of the 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 nor limits of liability otherwise available under

the Act and any other applicable law, both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(p) *Attorney Review*. This Agreement shall be submitted to the authorized attorneys for the County and the City for approval in accordance with UTAH CODE ANN. § 11-13-202.5.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder; and the County, by resolution of its Council, a certified copy of which is attached hereto, caused this Agreement to be signed by the Counsel chair.

ATTEST:

By: _____
Cheryl P. Cottle, Recorder
Date: _____

CITY OF TAYLORSVILLE

By: _____
Lawrence Johnson, Mayor
Date: _____

SALT LAKE COUNTY

By: _____
Mayor or Designee
Date: _____

SALT LAKE COUNTY DISTRICT ATTORNEY

By: _____
Craig Wangsgard, Deputy District Attorney
Date: _____

TAYLORSVILLE CITY ATTORNEY

By: _____
Stephanie Shelman, Deputy City Attorney
Date: _____

EXHIBIT "A"
Ground Lease