

## MEMORANDUM OF UNDERSTANDING CONCERNING KAMAS SERVICES CAMPUS

This Memorandum of Understanding (the “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and among **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “**County**”), and the **CITY OF KAMAS**, a municipal corporation of the State of Utah (hereinafter, “**City**”). Each is individually referred to as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

**WHEREAS**, the County owns and operates the Kamas Services Building, located at 110 N. Main Street, Kamas, Utah, and the adjoining Search & Rescue Facility, located at 45 E. 100 N., Kamas, Utah (together, the “**Kamas Services Campus**”); and,

**WHEREAS**, the Kamas Services Campus houses the Summit County Library, Summit County Health Department, and Summit County Search and Rescue; and,

**WHEREAS**, the County intends to renovate the Kamas Services Campus (the “**Renovation**”); and,

**WHEREAS**, the City owns and operates the Kamas City Hall, located at 170 N. Main Street, Kamas, Utah (the “**City Hall**”), which abuts the Kamas Services Campus; and,

**WHEREAS**, the County and City desire to cooperate with each other during the Renovation to explore joint or shared uses, such as parking lots, park space and/or common space, and to seek methods to more fully integrate services convenient to the residents of Kamas City; and,

**WHEREAS**, pursuant to U.C.A. Title 11, Chapter 13, the “**Utah Interlocal Cooperation Act**,” the Parties may enter into an agreement to make the most efficient use of their powers by enabling them to cooperate with other localities on the a basis of mutual advantage in order to provide services and facilities in a manner that will address geographic, economic, population and other factors influencing the needs and development of the local communities.

### AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Purpose of the Agreement. The purpose of this Memorandum of Understanding is to provide for a more formalized input process into the Renovation and to explore potential joint uses between the Kamas Services Campus and City Hall.

2. Input. The County will provide the City with access to the County's contracted architect to preview plans and specifications for the Renovation. The City shall have thirty (30) calendar days, or such other reasonable time period agreed to by the Parties, in which to make written comment to the County after meeting with the County's contracted architect.

3. Joint Use Process.

a. Either Party may propose in writing to the other a joint use. The other Party shall have thirty (30) calendar days to accept or reject the proposal.

b. Where the Parties agree to a joint use, and to any accompanying facilities necessary in order to effectuate said joint use (the "**Joint Use Facilities**"), the Parties shall enter into a joint use agreement detailing a master plan for the joint use, which shall become an addendum to this Agreement (the "**Master Plan**"). The Master Plan shall set forth any cost share arrangement for the construction of the Joint Use Facilities.

c. Each Party shall be responsible for the cost of maintenance of that portion of the Joint Use Facility that resides on its property.

d. Regardless of cost share arrangement, ownership of any Joint Use Facility shall be by that Party upon whose property the Joint Use Facility, or a portion thereof, resides.

4. Duration. This Agreement will continue without expiration until one or both Parties notify the other in writing to terminate the Agreement. In no case shall this Agreement extend for a term exceeding fifty (50) years.

5. Interlocal Cooperation Act Requirements.

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in U.C.A. Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

b. In accordance with the provisions of UCA §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take affect.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to UCA §11-13-209 of the *Utah Interlocal Cooperation Act*.

d. 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 or County Manager.

e. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. 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. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

7. Severability. If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

8. Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

9. Notices.

Notices required under this Agreement shall be sent to the designated representative at the contact information set forth below, with a copy, if applicable, to the following:

CITY

Mayor  
170 N. Main Street  
Kamas, Utah 84036

SUMMIT COUNTY

County Manager  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84017

Copy to:

Attn: David L. Thomas  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84017

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Party addressed to the attention of the designated representative. A Party may change its designated representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Party in accordance with the procedures set forth in this section.

10. Execution in Counterparts. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

KAMAS CITY

\_\_\_\_\_  
Lewis Marchant, Mayor

Reviewed and found to be in proper form and compliance with applicable law:

---

City Attorney

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

SUMMIT COUNTY

---

Thomas C. Fisher  
Summit County Manager

Reviewed and found to be in proper form and compliance with applicable law:

---

David L. Thomas  
Chief Civil Deputy