

ERIC D. SHAW
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
OFFICE OF THE DIRECTOR



MARY DE LA MARE-SCHAEFER
DEPUTY DIRECTOR

CITY COUNCIL TRANSMITTAL


David Everitt, Chief of Staff

Date Received: 08/28/2014
Date sent to Council: 09/03/2014

SCANNED TO: MAFR
SCANNED BY: Packer
DATE: 8-28-14

TO: Salt Lake City Council
Current Chair Name, Chair

DATE: August 28, 2014

FROM: Eric D. Shaw, CED Director 

SUBJECT: Resolution authorizing approval of an interlocal cooperation agreement between Salt Lake City Corporation and Salt Lake County with respect to the conveyance of Salt Lake County's interest in a parcel of real property between Emery Street and Navajo Street

STAFF CONTACT: Marion Barnhill, Housing Programs Manager
801-535-6216, marion.barnhill@slcgov.com

Michael Akerlow, Dir. of Housing and Neighborhood Dev.
801-535-7966, michael.akerlow@slcgov.com

COUNCIL SPONSOR: Exempt

DOCUMENT TYPE: Resolution

RECOMMENDATION: That the City Council approve the resolution authorizing the interlocal cooperation agreement

BUDGET IMPACT: NA

BACKGROUND/DISCUSSION: Housing and Neighborhood Development plans to build a six unit subdivision on property owned by the city at 929 S. Navajo Street. A title search revealed that Salt Lake County has a claim on part of the property, and in addition, has a claim on property between Emery Street and Navajo Street that has been developed into the 9-Line Corridor. The County has reviewed their claims and determined that it is in their best interest to quit-claim their potential ownership to the city. This quit-claim deed will remove the cloud that exists on the parcel being developed and also on the 9-Line property. The County requires an interlocal agreement as a condition of approving the quit-claim deed.

PUBLIC PROCESS: NA

ATTACHMENTS: Exhibit A Proposed Resolution of the County Council
Exhibit B Proposed Interlocal Cooperation Agreement
Exhibit C Proposed Quit-Claim Deed

451 SOUTH STATE STREET, ROOM 404
P.O. BOX 145486, SALT LAKE CITY, UTAH 84114-5486
TELEPHONE: 801-535-6230 FAX: 801-535-6005
WWW.SLCGOV.COM/CED



RESOLUTION NO. _____ OF 2014

Authorizing the approval of an interlocal cooperation agreement between Salt Lake City Corporation and Salt Lake County with respect to the conveyance of Salt Lake County's interest in a parcel of real property between Emery Street and Navajo Street

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

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE CITY CORPORATION AND SALT LAKE COUNTY, EFFECTIVE ON THE DATE IT IS SIGNED BY ALL PARTIES, WITH RESPECT TO THE CONVEYANCE BY SALT LAKE COUNTY TO SALT LAKE CITY CORPORATION OF IT'S INTEREST IN A PARCEL OF LAND BETWEEN EMERY STREET AND NAVAJO STREET.

2. Ralph Becker, Mayor of Salt Lake City, Utah or his designee is hereby authorized to approve, execute, and deliver said agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, subject to such minor changes that do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute the conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah this _____ day of _____, 2014

SALT LAKE CITY COUNCIL

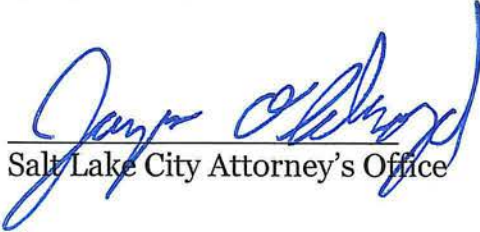
By: _____

CHAIRPERSON

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:



Salt Lake City Attorney's Office

Exhibit "A"
Proposed Resolution of the County Council

RESOLUTION NO. _____

ADOPTED _____, 2014

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY, AUTHORIZING THE EXECUTION AN INTERLOCAL AGREEMENT FOR THE CONVEYANCE OF SURPLUS COUNTY PROPERTY, AND APPROVING CONVEYANCE OF THE SURPLUS REAL PROPERTY BY QUITCLAIM DEED TO SALT LAKE CITY CORP.

RECITALS

A. Salt Lake City (the "City") is the record title owner of two parcels of real property totaling approximately 1.75 acres, located at approximately 915 South Navajo Street, Salt Lake City, Utah (Parcel Nos. 15-11-154-008 and 15-11-154-009, collectively known as the "Property"). Salt Lake County (the "County") also has color of title to the Property through certain contestable tax deeds and/or quit claim deeds in the 1920s and 1960s, though the Property is not currently in public use by the County.

B. The City acquired title to the Property via certain conveyance documents dated 1894 and 1909, which predate the conveyance documents acquired by the County. The City would like to clear up title to the Property so that it can move forward with a proposed subdivision for its housing program.

C. The City has offered in writing to purchase the County's interest in the Property for County's minimum real estate sale fee of \$150.00, which will cover any applicable back taxes and administrative fees owed on the Property.

D. Because the City's title to the Property is clouded and because the Property has no use to the County and will be placed in public use by the City, the Salt Lake County Real Estate Section has determined that payment of the minimum real estate sale fee of \$150.00 is full and adequate consideration for the conveyance of the County's interest in the Property.

E. Proceeds from the sale of the County's interest in the Property will be distributed in

accordance with Section 59-2-1351.5 of the Utah Code.

F. It has been determined that the best interest of the County and the general public will be served by the sale and conveyance of the County's interest in the Property for the sum of \$150.00. The sale and conveyance will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the real property constituting the Property to be conveyed to the City be and the same is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of said parcels of real property by quitclaim deed to the City for the agreed consideration, as provided in the Interlocal Agreement attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute the original of said Interlocal Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Interlocal Agreement to execute the Quitclaim deed, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to the City upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2014.

SALT LAKE COUNTY COUNCIL

By: _____
Michael Jensen, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Burdick voting _____
Council Member DeBry voting _____
Council Member Granato voting _____
Council Member Horiuchi voting _____
Council Member Jensen voting _____
Council Member Newton voting _____
Council Member Snelgrove voting _____

APPROVED AS TO FORM
District Attorney's Office
By: *R. Christopher Ruston*
Deputy District Attorney
R. Christopher Ruston
Print Name
Date: *7/31/2014*

Exhibit "B"
Proposed Interlocal Cooperation Agreement

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 2014, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (the "*City*").

RECITALS:

A. 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.

B. 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.

C. The County and the City are public agencies as contemplated in the referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperative Act).

D. The City appears as the record title owner of two parcels of real property totaling approximately 1.75 acres located at approximately 915 South Navajo Street, Salt Lake City, Utah (Parcel Nos. 15-11-154-008 and 15-11-154-009). These two parcels are collectively known as the "Property." The County has color of title to the Property that comes from contestable tax and/or quitclaim deeds, but the Property is not in public use by the County.

E. Records indicate that the City acquired title to the Property through certain deeds that predate the documents conveying the Property to the County. The City uses a portion of the Property for a walking and biking trail and intends to use another portion of the Property for its housing program.

F. In order to clear up title to the Property, the City has agreed to purchase whatever interest the County may have in the Property from the County for the amount of \$150.00 which is the County's minimum real estate sale fee and which will cover any applicable back taxes and administrative fees.

G. Pursuant to UTAH CODE ANN. § 59-2-1351.5, the Property may be disposed of for a price and upon terms approved by the County Council. The price and terms offered by the City for the Property have been determined to be fair and adequate consideration for the Property by the Salt Lake County Real Estate Section.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 GRANT

Section 1. **Grant.** The County hereby agrees to grant and convey to the City all of its rights, title and interest in the Property via a Quitclaim deed, attached hereto as Exhibit A.

ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** The City agrees to pay the County's minimum real estate sale fee of \$150.00, which will cover any back taxes and administrative fees owed on the Property and which has been determined to be fair consideration for the Property by the Salt Lake County Real Estate Section. The County and the City agree that in consideration of the mutual benefit afforded the citizens of the City and the County from this grant and the exchange of agreed upon consideration in the amount of \$150.00 in accordance with Section 11-13-214 of the Interlocal Cooperation Act and Section 59-2-1351.5 of the Property Tax Act, the County shall convey the Property to the City as outlined herein. No other consideration shall pass between the County and the City unless stated herein.

ARTICLE 3 ADDITIONAL PROVISIONS

Section 3.1 **General Provisions.** The following provisions are also integral parts of this Agreement:

- (a) **Duration.** This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein.
- (b) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (c) **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.
- (d) **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.
- (e) **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.
- (f) **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.

(g) 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.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(i) Time of Essence. Time is of the essence in this Agreement.

(j) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(k) 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.

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

(m) 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 designee and the City's designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

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

(o) Manner of Acquiring, Holding or Disposing of Property. The real property will be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

(p) 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.

(q) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, *et seq.*, 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 or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) 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 contract upon an 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 Salt Lake 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 Salt Lake County ordinances.

(s) Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and 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 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 copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: _____
Mayor or Designee

APPROVED AS TO FORM:

R. Christopher Patten 7/31/2014
Deputy District Attorney

SALT LAKE CITY CORPORATION

By: _____
Mayor or Designee

ATTEST:

_____, City Recorder

APPROVED AS TO FORM:

Jayme Aldridge
Senior City Attorney

Exhibit "C"
Proposed Quit-Claim Deed

WHEN RECORDED, MAIL TO:

Salt Lake City Corp.

Parcel Nos. 15-11-154-008
15-11-154-009

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to SALT LAKE CITY CORPORATION, a Utah municipal corporation, Grantee, of Salt Lake County, State of Utah, for good and valuable consideration, the receipt of which is hereby acknowledged, the following described tracts of land in Salt Lake County, Utah, to wit:

Parcel 1:

Salt Lake County hereby quit claims all of its right, title, and interest in and to that property referred to in that tax deed recorded in the office of the Salt Lake County recorder as entry number 469818, described as:

Lots 1 and 2 Block 2, Section 10 Twp. 1 South Range 1 West C. S. Deskey's subdivision, also known as Lots 1 and 2 Block 2, Section 10 Twp. 1 South Range 1 West C. S. Deskys subdivision.

Parcel No. 15-11-154-008

Parcel 2:

Salt Lake County hereby quit claims all of its right, title, and interest in and to that property referred to in that quit claim deed recorded as entry number 1824956, Book 1885 Page 503, described as:

The North 50 feet of Lots 41, 42 and 43, Glendale Park, Plat "A".

Parcel No. 15-11-154-009

[SIGNATURES ON FOLLOWING PAGE]

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 ____ day of _____, 2014.

SALT LAKE COUNTY

By: _____
Mayor or Designee

APPROVED AS TO FORM
District Attorney's Office
By: R. Christopher Preston
Deputy District Attorney
R. Christopher Preston
Print Name
Date: 7/31/2014

By: _____
Sherrie Swensen, Salt Lake County Clerk

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2014, 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.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2014, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Quit Claim Deed was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County