



"W2083115"

RESOLUTION NO. R-2002-12
RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN
HOOPER CITY AND THE HOOPER PARK SERVICE AREA DISTRICT
FOR THE TRANSFER OF PARK PROPERTIES

WHEREAS, the Interlocal Cooperation Act Title 11 Chapter 13 of the Utah Code permits governmental entities to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most effective use of their resources, and

WHEREAS, Utah Code Annotated 11-13-202 requires governmental bodies to adopt resolutions approving interlocal agreements, before the agreements can become effective, and

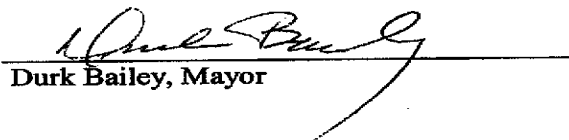
WHEREAS, Hooper City and the Park District have negotiated an Interlocal Agreement whereby the properties presently owned by the District will be transferred to Hooper City and maintained and operated by Hooper City, beginning on the 1st day of January, 2003, and continuing perpetually thereafter,

NOW, THEREFORE, the City Council of Hooper City hereby resolves to enter into the attached Interlocal Agreement with the Hooper Park Service Area District for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Mayor of Hooper City is authorized and directed to execute the Interlocal Agreement for and on behalf of Hooper City.

DATED this 7th day of November, 2002.

HOOPER CITY:

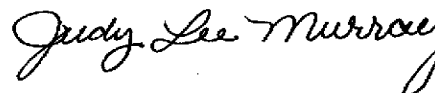

Kerry Green, Council Chairman


Durk Bailey, Mayor

Attest:


Recorder of Hooper City





E# 2083115 PG 1 OF 4
DOUG CROFTS, WEBER COUNTY RECORDER
01-FEB-05 316 PM FEE 9.00 DEP SGC
REC FOR: HOOPER.CITY

HOOPER PARK PROPERTY TRANSFER AGREEMENT

This agreement is entered into this 1st day of January, 2003, pursuant to the provisions of the Utah Interlocal Cooperation Act, UCA 11-13-101, by and between Hooper City (hereafter referred to as "City") and the Hooper Park Service Area District (hereafter referred to as "District").

WHEREAS, in 1985, the citizens of the Hooper area, through the Weber County Commission, created the Hooper Park Service Area for the purpose of owning, maintaining and operating parks within the Hooper area, and

WHEREAS, the District has operated since its inception and has acquired and maintained certain park properties further described on Exhibit A, attached hereto and made a part hereof by reference, and

WHEREAS, the Park District has imposed a property tax and has utilized the tax revenue to maintain and operate the Hooper Parks, and

WHEREAS, Hooper city was organized in the year 2000, and has an elected City Council and Mayor to represent the interests of the City and its citizens, and

WHEREAS, both the City and the District would like to transfer ownership of the park properties listed on Exhibit A to the City and allow the City to maintain, safeguard and operate the parks in the future,

NOW, THEREFORE, the parties hereto pursuant to the provisions of the Utah Interlocal Cooperation Act (UCA 11-13-202) hereby contract and agree as follows:

1. The District will, upon the signing of this Agreement, transfer ownership of the Hooper Park Properties described on Exhibit A to the City.
2. The City will, from the date of this Agreement forward, maintain, operate, protect and safeguard the park properties for the benefit of the citizens of Hooper City.
3. In order to maintain the parks, the City will:
 - a. impose appropriate taxes and other fees to support the operation of the parks,
 - b. assume all responsibility for purchasing and maintaining the necessary equipment and supplies to operate the parks,
 - c. employ individuals to carry out the maintenance and care of the park properties, and
 - d. do all other acts and transactions necessary to maintain the Hooper Park Properties in a manner at least equal to the past level of maintenance provided by the District.

4. The City will receive, as of the date of this agreement, all tax money or other revenues created, generated, owed to or held by the Park District, and will dedicate that money strictly for use on the Hooper Park Properties.
5. The City will create a Hooper Park Advisory Committee that will be given the authority, in an advisory capacity, to oversee the operation of the parks and make recommendations to the City Administration regarding the care and maintenance of the park properties. This Committee will investigate and recommend to the City Administration activities and events that appropriately should be held on the Hooper Park Properties, and will recommend a fee schedule for the use of the park properties. The Committee will also research and recommend to the City Administration a method for operating a recreation program for the benefit of the citizens of the City and will assist the City Administration in implementing the Committees' recommendations.
6. This agreement terminates and supersedes any existing agreement, written or oral, between the parties.
7. The City will be responsible for all damages to persons or property that occur as a result of the operation and maintenance of the park properties after the effective date of this agreement. The City will indemnify and hold the District and its directors free and harmless from all claims that arise as a result of the operation, ownership and maintenance of the park after the effective date of this agreement.
8. This agreement shall not be effective until approved by resolution of the governing body of each party and the filing of a duplicate of the originals with the clerk or keeper of records of each party.
9. The parties agree that this document contains the entire agreement and understanding between the parties and constitutes the entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof.
10. This agreement shall be governed by and interpreted according to the laws of the State of Utah.

IN WITNESS WHEREFORE, the City of Hooper, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the Hooper Park Service Area District, by resolution of its Board of Directors, has caused this Agreement to be signed by the Chairman of said Board and attested to by

the Secretary/Treasurer, all on the day and year appearing below their respective signatures.

HOOPER CITY:

By: *Durk Bailey*
DURK BAILEY, Mayor
DATED: _____

ATTEST:

Debra M. James
Hooper City Recorder

HOOPER PARK SERVICE AREA:

By: *Clair Widdison*
CLAIR WIDDISON, Chairman

ATTEST:

Robert W. ...
Secretary/Treasurer



Judy Lee Murray