

RESOLUTION NO. _____, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE JORDAN RIVER COMMISSION TO ASSIST IN OBTAINING A GRANT TO UPDATE THE BLUEPRINT JORDAN RIVER.

WITNESSETH

WHEREAS, the Jordan River Commission is an interlocal entity formed, in part, to update the Blueprint Jordan River, a document that sets forth guiding principles and goals regarding the “blue-green” trail connecting Utah Lake to the Great Salt Lake for boaters, cyclists, pedestrians, and wildlife enthusiasts.

WHEREAS, Salt Lake County and the Jordan River Commission applied for and were awarded a grant of \$110,000.00 from the Wasatch Front Regional Council to update the Blueprint Jordan River.

WHEREAS, the Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the attached Interlocal Agreement between Salt Lake County and the Jordan River Commission is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as set forth in the Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2019.

Richard Snelgrove Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____

APPROVED AS TO FORM:



Digitally signed by
David A. Johnson
Reason: Approved
as to form.
Date: 2019.09.05
09:15:43 -06'00'

ATTACHMENT A
Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
THE JORDAN RIVER COMMISSION

THIS INTERLOCAL COOPERATION AGREEMENT is between SALT LAKE COUNTY (the "County"), a body corporate and politic of the State of Utah, on behalf of its Parks and Recreation Division, and THE JORDAN RIVER COMMISSION a Utah Interlocal Entity, (the "Commission"). The County and the Commission are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to -314, to enter into agreements with each other that will enable them to make the most efficient use of their powers.**
- B. In 2008, the County and other partners brought together thousands of community members to create a vision for a "blue-green" trail connecting Utah Lake to the Great Salt Lake for boaters, cyclists, pedestrians and wildlife enthusiasts to create a linear nature preserve, improve water quality and water flow, and create regional transportation access to the river through trails, transit and other facilities.**
- C. As a result of this highly collaborative effort, the Blueprint Jordan River (the "Blueprint"), a river corridor-wide visioning document was produced, compiling information about conservation and recreation improvements along the river corridor to aid the community and policy makers on what improvements may still be needed.**
- D. In 2010, the County, other county and municipal governments, state agencies, and other governmental partners formed the Jordan River Commission through an Interlocal Cooperation Agreement.**
- E. WHEREAS, one of the enumerated responsibilities of the Interlocal Cooperation Agreement is to periodically revisit and update the Blueprint Jordan River, a document that sets forth guiding principles and goals developed through a public process for protecting the Jordan River Parkway and developing it as a community resource for the citizens of the counties and cities through which it passes (the "Blueprint").**

- F. The Parties applied for and were awarded a grant of \$110,000.00 from the Wasatch Front Regional Council (the “WFRC”) to update the Blueprint.
- G. The Commission will raise at least \$50,000.00 required by the WFRC as matching funds for the grant. The Commission will provide the \$50,000.00 or more to the County, and the County will provide the funds to WFRC.
- H. The County and Commission desire to enter into this interlocal agreement to set forth the responsibilities and obligations of both parties in using the funds granted by the WFRC to update the Blueprint.

AGREEMENT

The Parties agree as follows:

1. The above stated recitals are hereby incorporated into this Agreement.
2. Commission’s Obligations:
 - a. The Commission shall work with the WFRC and the consultants selected from its Consulting Pool to create a document that updates the Commission’s Blueprint Jordan River (referred to herein as the “Project”) summarizing improvements made along the Jordan River Parkway since the Blueprint’s publication in 2008 and identifying strategic priorities, with accompanying goals and objectives, to guide implementation efforts over the next decade.
 - b. In creating the document described in Section 2(a) of this Agreement, the Commission shall:
 - i. Convene an Advisory Committee to assess progress, issues and priorities for the Jordan River Parkway. It is anticipated that this Committee will consist of representatives of all of the cities, counties, state agencies and special districts, as well as other key stakeholders;
 - ii. Host at least seven workshops, four in Salt Lake County, two in Utah County and one in Davis County;
 - iii. Make available an online public survey to engage community members;
 - iv. Direct its Advisory Committee to generate a list of priorities based upon the committee’s work as well as the workshops and public survey;
 - v. Solicit matching grant contributions from benefactors of at least \$50,000.00 to be transferred to Salt Lake County;

- vi. Transfer to the County a minimum of \$50,000.00 matching grant funds the Commission raises in contributions from benefactors.
- vii. Carry out work needed for the WFRC to procure the contractors from its Consulting Pool necessary to complete the Project;
- viii. Manage contractors and vendors assigned to work on the Project along with the WFRC;
- ix. Provide and document an additional \$20,000.00 of in-kind services by Commission staff, Project partner agencies, and volunteers towards completion of the Project; and
- x. Direct all of the outreach and visioning tasks, and coordinate completion of the Project.

3. County's Obligations

- a. Upon confirmation by the Commission that the Commission has raised \$25,000.00 of the \$50,000.00 matching grant funds, the County shall sign the Letter of Concurrence with the Wasatch Front Regional Council, accepting the grant.
 - i. Notwithstanding Section 12 of this agreement, the Commission agrees to hold harmless and indemnify the County from any liability, loss, or claims that arise against the County attributable to the failure of the Commission to raise and provide to the County the full \$50,000.00 match required under this Agreement.
- b. The County shall transfer to the WFRC the \$50,000.00, and other contributions it receives from the Commission, to facilitate the Project.
- c. The Parties agree that the County has no responsibility to provide either direct County funds or other in-kind work to update the Blueprint.

4. Term. This Agreement shall become effective when all parties have signed it. The date of this Agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This agreement terminates upon the performance by the Parties of all the obligations described herein, unless earlier terminated as provided in Paragraph 18. In no event shall the duration of this Agreement exceed three (3) years.

5. 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.

6. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterparts were upon the same instrument. All signed counterparts shall be deemed to be one original.
7. **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.
8. **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.
9. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
10. **Time.** Time is of the essence in this Agreement.
11. **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 (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.
12. Both parties are governmental entities under the Governmental Immunity Act of the State of Utah, Utah Code Ann. §§ 63G-7-101 *et seq* (the "*Immunity Act*"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
13. Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that no new entity is created by the provisions of this Agreement.
14. Pursuant to 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 Commission's designee. The joint board shall meet as needed to review the operation of this Agreement. To the extent necessary, voting will be based upon one vote per Party, pursuant to U.C.A. § 11-13-206(1)(g).
15. This Agreement will not take effect until: (a) it has been approved by both Parties, as required by Utah Code Ann. §§ 11-13-202(2), it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.
16. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done under this Agreement, and for any budgeting or financing of such

costs.

17. To the extent 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. This includes any disposition of property upon the termination of this Agreement.
18. Either Party may withdraw from this Agreement for an “*Event of Default*” as defined below, upon written notice from the party wishing to withdraw to the other party. As used in this Agreement, the term “*Event of Default*” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

[Signature page to follow]

Each party signs this agreement on the date stated under that party's signature.

SALT LAKE COUNTY

JORDAN RIVER COMMISSION

By: _____
Mayor or Designee

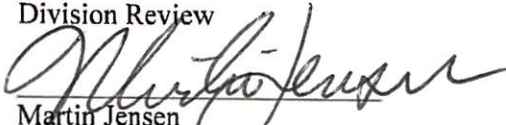
By: 

Date: _____

Title: Executive Director

Date: August 2, 2019

Division Review


Martin Jensen
Parks and Recreation Division

Approved in accordance with
Utah Code Ann. § 11-13-202.5:

Approved in accordance with
Utah Code Ann. § 11-13-202.5:

By:  _____
Attorney for County

By:  _____
Attorney for Commission