

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WASATCH FRONT REGIONAL COUNCIL
AND
SALT LAKE COUNTY
FOR
TRANSPORTATION AND LAND USE CONNECTION
PROGRAM PARTNERSHIP

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into effective ____ day of _____ 2020 by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“County”) and the **WASATCH FRONT REGIONAL COUNCIL**, an Interlocal Entity of the State of Utah, (“WFRC”). The County and the WFRC may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties previously entered into an Agreement (County Contract No. RD201701) for the disbursement of funding for the Transportation and Land Use Connection Program (“TLC Program”);

WHEREAS, the previous agreement expired on July 12, 2020 and the parties desire to enter into a new Agreement in support of the TLC Program;

WHEREAS, the purpose of this Agreement is to delineate the responsibilities of the Parties in the organization, management, and operation of the TLC Program;

WHEREAS, the goals of the TLC Program are to encourage coordination of local land use plans with existing or planned regional transportation and economic development; and

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.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. FUNDING

Subject to appropriation by the Salt Lake County Council, the County shall, for three consecutive years starting with the WFRC 2021 fiscal year (beginning July 1, 2020), contribute Three Hundred Thousand Dollars (\$300,000.00) per year to the TLC Program. The County shall make quarterly payments of Seventy-five Thousand Dollars (\$75,000.00) each quarter during the term of this Agreement, beginning with the first quarter of WFRC fiscal year 2021, not to exceed the amounts set forth herein.

Within one year of the effective date of this Agreement, the WFRC shall contribute One Million Dollars (\$1,000,000.00) to the TLC Program. Additional funding partners may also contribute to the TLC Program through separate agreements with WFRC and/or the County.

The annual County contribution may be increased by a percentage equivalent to the Consumer Price Index or other measure as the Parties determine through separate written agreement.

2. ADMINISTRATION

WFRC shall establish a TLC Program Fund (the "Fund") to support the TLC Program. WFRC shall be the primary administrator of the TLC Program, and shall be responsible for project management, including:

- (a) coordinating directly with all program participants and administering all awards,
- (b) submitting annually a comprehensive list of all award recipients to the County and additional funding partners,
- (c) invoicing the County on a quarterly basis consistent with Section (1) of this Agreement, and
- (d) managing and administering the budget for the TLC Program and providing to the County quarterly accounting statements and progress reports as set forth in Section (3) of this Agreement.
- (e) Facilitate Technical Committee meetings, including representatives from each TLC Program funding agency.

WFRC may apply TLC Program funding to pay for project work performed by consultants or WFRC staff, and to pay for program administration; however, expenditures of County funds for program administration may not exceed twenty percent of annual County program funds.

3. REPORTING

WFRC shall provide to the County within the first twenty-one days of each quarter, quarterly accounting statements and progress reports. The Parties acknowledge that TLC Project accounting and progress reports may span over several quarters and over more than one fiscal year. The quarterly reports shall include the following:

- (a) An “Accounting Summary” providing information on revenues and expenses for the TLC Program as well as individual projects,
- (b) A “Program Management Summary” summarizing the past quarter, and outlining tasks associated with managing and administering the TLC Program for the current quarter and for imminent milestones, communications, and activities,
- (c) A “Project Status Report” providing updates for all pending and recently completed projects, including: (i) project descriptions, objectives, and intended outcomes; (ii) upcoming milestones; and (iii) account information, such as expenditures and the amount of remaining funds as identified in the Accounting Summary,
- (d) A “Progress Monitoring Summary” or “Report Card” produced once annually, reporting overall TLC Program progress. This Summary shall include all information relevant to the overall progress and impact of the TLC Program in the region, which may include but is not limited to, the adoption of plans and ordinances, estimated associated mobility and quality of life improvements from individual projects, relevant measures of project impact, and any other information related to the TLC Program.

4. **TLC PROGRAM ELIGIBILITY AND PROCESS**

The Parties shall manage, fund, and operate the TLC Program to support projects through the process of visioning, analysis, planning, and high-level design prior to entitlement and construction. Awarded projects may include, but are not limited to:

- (a) General plans and updates;
- (b) Multi-jurisdictional projects,
- (c) Small-area plans,
- (d) Zoning ordinances,
- (e) Active transportation/transportation master plans,
- (f) Community engagement plans,
- (g) Economic development plans,
- (h) Urban design guidelines,
- (i) Infrastructure plans,
- (j) Recreation and trail mapping,
- (k) Open space inventory and planning.

If a funded project is unable to initiate and proceed through to completion as described in the associated project application, the Parties shall evaluate the project and mutually decide how to use the previously awarded funding. The Parties may discuss and determine project progress in conjunction with the Parties’ Technical Committee meetings or as otherwise deemed appropriate by the Parties.

5. **PRINCIPLES GUIDING THIS AGREEMENT**

So that the Parties may share authorized information in performing their respective duties to provide the best planning services to the citizens and jurisdictions, the Parties agree to administer the program based on the following principles:

- (a) Shared local and Regional outcomes,
- (b) Long-term vision,

- (c) Accountability and transparency to the public,
- (d) Inclusive practices,
- (e) Sound data governance.

6. **TERM**

This Agreement shall become effective upon execution by both Parties as required by the Interlocal Cooperation Act. This Agreement shall terminate on June 30, 2023 unless terminated earlier as provided herein. This Agreement may be renewed for one additional year as determined by the Parties.

This Agreement may be amended by mutual written agreement of the Parties and will remain in effect until expiration or until rescinded by either Party, whichever occurs first. The Parties may voluntarily withdraw their participation with three months written notice. Nothing herein shall create any additional joint-venture, partnership, or other business association outside of the TLC Program, nor shall either Party enter into any obligation or commitment on behalf of the other.

7. **NON-FUNDING CLAUSE**

County intends to request the appropriation of funds to be paid as provided under this Agreement. Notwithstanding the termination provision set forth in Section (6), upon thirty days written notice delivered to WFRC, this Agreement may be terminated in whole or in part at the sole discretion of the County if the County reasonably determines that: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in the available funds affects the County's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal, state, or Salt Lake County funds, whether as a result of legislative act or by order of the chief executive. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of WFRC, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

8. **INTERLOCAL AGREEMENT**

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. 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.
- (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 the essence of 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 State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- (k) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
- (l) 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 WFRC's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.
- (m) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- (n) 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 heroin shall not be used in a joint or cooperative undertaking.
- (o) 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.
- (p) Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and WFRC for approval in accordance with Utah Code Ann. § 11-13-202.5.
- (q) Copies. Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, WFRC and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

WFRC:

By: _____
Jenny Wilson or Designee

By: _____
Andrew Gruber

Its: _____

Its: Executive Director

Dated: _____, 2020

Dated: _____, 2020

Approved by:

OFFICE OF REGIONAL DEVELOPMENT:

By: _____
Dina Blaes


Dated: _____, 2020

Approved as to Form and Legality:

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

ATTORNEY FOR WFRC:

By:  _____
Deputy District Attorney

Digitally signed by Jason S.
Rose
Date: 2020.07.28 16:56:16
-06'00'

By: _____
Attorney

Dated: _____, 2020