

RESOLUTION NO. _____

DATE: _____

**A RESOLUTION OF THE SALT LAKE
COUNTY COUNCIL APPROVING ADOPTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY FOR ITS
DIVISION OF PARKS AND RECREATION AND HERRIMAN CITY FOR THE
DEVELOPMENT OF THE BONNEVILLE SHORELINE TRAIL**

- A. Utah Code Section 11-13-101 of the Interlocal Cooperation Act (codified as Utah Code Ann. § 11-13-101, et seq.) (the “Act”), permits local governments to make the most efficient use of their resources by enabling them to cooperate with other governmental units.
- B. Salt Lake County and Herriman City are “public agencies” as defined by the Act, and are authorized by the Act to enter into an agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.
- C. The Salt Lake County Council finds that it is in the best interests of the citizens of Salt Lake County to enter into an agreement with Herriman City for the development of the Bonneville Shoreline Trail.

The Salt Lake County Council resolves that the attached Interlocal Cooperation Agreement between Salt Lake County and Herriman City be accepted and approved and the Mayor of Salt Lake County is hereby authorized to execute the Interlocal Cooperation Agreement.

DATED this ___ day of _____, 2019.

SALT LAKE COUNTY

By _____
Richard Snelgrove, Chair

ATTEST:

Salt Lake County Clerk

Voting:

Council Member Bradley voting ____
Council Member Bradshaw voting ____
Council Member Burdick voting ____
Council Member DeBry voting ____
Council Member Ghorbani voting ____
Council Member Granato voting ____
Council Member Jensen voting ____
Council Member Snelgrove voting ____
Council Member Winder Newton ____

Approved as to Form:

 Digitally signed by
David A. Johnson
Reason: Approved
as to form.
Date: 2019.02.25
13:41:49 -07'00'

County Contract No. _____
District Attorney No. 2018-12109

INTERLOCAL COOPERATION AGREEMENT

By and between
SALT LAKE COUNTY
For its Parks and Recreation Division
and
HERRIMAN CITY
for
Development of the Bonneville Shoreline Trail

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 12th day of December, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah on behalf of its Division of Parks and Recreation ("County"), and Herriman City ("City"), a municipal corporation of the State of Utah. The County and City are sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, 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 action; and

WHEREAS, County and City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as Utah Code Ann. §11-13-101, et seq., known as the Interlocal Cooperation Act).

WHEREAS, County operates a Parks and Recreation program (the "Program") which is intended to enhance resident and visitor experiences through recreational offerings;

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code

Annotated (the "Act"), provides that the County may issue bonds to finance the costs of acquiring, improving or extending any improvements that it is authorized by law to acquire, improve, or extend; and

WHEREAS, to fund the acquisition, construction, renovation, and equipping of parks and recreation facilities and related improvements, County sought approval by voters in the November 8, 2016 general election to issue general obligation bonds in an amount not to exceed Ninety Million Dollars (\$90,000,000) (the "Recreation Bonds"); and

WHEREAS, to fulfill the purpose of the Recreation Bonds, County has solicited applications from interested parties for funding parks and recreation projects; and

WHEREAS, City desires to extend a portion of the Bonneville Shoreline Trail through its jurisdiction, on property it owns (the "Project"); and

WHEREAS, the County desires to utilize certain revenues from the Recreation Bond issued by the County to aid the Project; and

WHEREAS, City acknowledges and agrees to accept revenues from the Recreation Bond to fund the Project;

WHEREAS, the Parties desire to enter into this Agreement to establish their mutual rights and responsibilities with regards to the funding of the "Project."

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and the payments herein mentioned to be performed and paid, the Parties agree as follows:

- 1. The above stated recitals are hereby incorporated into the Agreement.**
- 2. The City shall be responsible for completing the Project as follows: the Project shall**

consist of a single-track multi-use trail meeting the U.S. Forestry's trail construction guidelines. Further, the Project shall extend over the entire 3.92 mile alignment indicated in blue in Exhibit 1 to this Agreement.

3. City shall manage all aspects of the Project, including all bidding procedures and construction management. City will assure that the funds allocated by the County for the Project are spent on authorized costs in accordance with rules and regulations governing disposition of the Recreation Bonds' funds.

4. City may not use any portion of the Bond proceeds for any "private business use" within the meaning of Section 141 of the Internal Revenue Code and no portion of the Bond Proceeds shall be used to make any loans. City shall not transfer ownership to any portions of the Project. No portion of the Project shall be leased or managed by a private person or company pursuant to a management contract with the Project. The City will notify the County prior to entering into a contract for the sale, lease or management of the Project to ensure that such agreement will not adversely impact the tax-exempt status of the Bonds. The City shall keep records of the expenditure of all Bond proceeds, and upon request of the County provide such accounting records and annually confirm the use of the Bond financed Facility.

5. County shall pay City in an amount not to exceed \$50,000 for the Project, pursuant to the terms of this Agreement.

a. To receive payment from County, City shall submit periodic invoices to County for expenses City has incurred to design and construct the Project to be located as indicated in Exhibit 1, attached and incorporated herein. Such invoices shall describe with particularity the items which have been designed, constructed, or installed, for which City desires payment.

b. Upon receipt of an invoice as described in paragraph a. above, County shall have

30 calendar days to inspect the items identified in City's invoice to ensure the work has been completed consistent with Exhibit 1.

c. Upon County's satisfaction that the work identified in City's invoice has been completed consistent with Exhibit 1, County shall issue City a payment for the invoice, no later than 45 days after its receipt.

6. County shall not be liable to City for any extra costs or overruns on the Project, or any additional funding in excess of the total amount stated above, without a prior written amendment to this Agreement.

7. Term. This Agreement shall become effective upon execution and shall terminate three (3) years thereafter.

8. Amendment. This Agreement may only be modified or terminated prior to the end of its term by written amendment, signed by both Parties.

9. Indemnification.

a. City agrees to protect, defend, release, indemnify and hold harmless County, and any affiliates, successors, contractors, officers, trustees, agents and employees of County from and against any and all losses arising out of or resulting from: (1) the design, engineering, renovation, or construction of the Project; (2) the use or operation of the Project by City's officers, directors, employees, invitees, or the public at large; (3) negligence in the operation or use of the Project by City or any employees, principals, contractors or agents of City; or (4) City's breach of any provision of this Agreement.

b. Except to the extent that County's negligence was a contributing factor to losses incurred by City, City hereby releases County from, and agrees not to seek recourse against County with respect to, any claims, damages, fees, expenses or other losses proximately caused

by third persons arising out of or resulting from (1) the design, engineering, or construction of the Project; (2) the use or operation of the Project by City's officers, directors, employees, invitees or the public at large

c. The provisions of this Paragraph 10 shall survive the termination of this Agreement.

10. Authority of Signatory. The Parties represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that Party.

11. Notices. All notices and other communications, provided for in this Agreement, shall be in writing and shall be sufficient for all purposes if personally delivered or mailed by certified or registered U.S. mail, return receipt requested postage prepaid, and addressed to the respective Party at the address set forth below or at such addresses as such Party may hereafter designate by written notice to the other Party.

To the County: Director - Division of Parks and Recreation
 2001 South State Street, S4 700
 Salt Lake City, Utah 84114

and

Contracts Administrator
Salt Lake County
2001 South State, Suite, N4 500
Salt Lake City, Utah 84114

To the City: City Manager
 Brett geo. Wood
 5355 W Herriman Main Street
 Herriman, Utah 84096

12. Interlocal Cooperation Act.

a. Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that no new entity is created by the provisions of this Agreement.

b. 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 City'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).

c. 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 law, as required by Utah Code Ann. § 11-13-203, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the City and the County have caused this agreement to be
duly executed as of the dates indicated below.

SALT LAKE COUNTY

By: _____
Mayor, Salt Lake County

Date: _____

Division Approval

By: _____
Director or Designee

Department Approval

By: _____
Director or Designee

APPROVED AS TO FORM AND LEGALITY

 Digitally signed by
David A. Johnson
Reason: Approved
as to form.
Date: 2019.02.25
13:42:15 -07'00'

HERRIMAN, UTAH
RESOLUTION NO. R52-2018

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN SALT LAKE COUNTY AND HERRIMAN CITY PROVIDING FOR THE
DEVELOPMENT OF THE BONNEVILLE SHORELINE TRAIL**

WHEREAS, the Herriman City Council ("*Council*") met in regular session on December 12, 2018, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County providing for the development of the Bonneville Shoreline Trail; and

WHEREAS, the Utah Interlocal Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more government entities are authorized to enter into agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the Herriman City ("Herriman") and Salt Lake County ("*County*") are government entities as contemplated by the Act; and

WHEREAS, Herriman and the County are authorized to enter into agreements with each other for cooperative action; and

WHEREAS, the Council finds that it is in the best interests of the inhabitants of Herriman to enter into an Interlocal Cooperative Agreement with the County ("*Agreement*") for the development of the Bonneville Shoreline Trail; and

WHEREAS, the Agreement has been prepared for approval, which sets forth the purpose thereof, the extent of participation of the parties, and the rights and duties and responsibilities of the parties. A copy of the Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and the City Manager and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. R52-2018, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 12th day of December, 2018.

HERRIMAN

David Watts, Mayor

Jackie Nostrom, MMC
City Recorder




HERRIMAN CITY

By: 
City Manager

Date: 12-13-18



Attest:

By: 
City Recorder

Herriman City

RESOLUTION NUMBER: **R52-2018**

SHORT TITLE: A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY AND HERRIMAN CITY PROVIDING FOR THE DEVELOPMENT OF THE BONNEVILLE SHORELINE TRAIL.

PASSAGE BY THE CITY COUNCIL OF HERRIMAN CITY ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
David Watts			X		
Nicole Martin	X		X		
Jared Henderson			X		
Sherrie Ohrn		X	X		
Clint Smith			X		
	TOTALS		5		

This resolution was passed by the City Council of Herriman City, Utah on the 12th day of December, 2018, on a roll call vote as described above.