



Contract Number: RD201701 Version: 1 Desc: ORD Transportation & Land Use
Supplier Name: WASATCH FRONT REGIONAL COUNCIL
Comments: ORD- Interlocal - County and WFRC's responsibilities in the to organization, management and operation of the Transportation and Land Use Connection Program (TLC Program). The TLC Program's main objective is to provide technical assistance to cities and counties for planning and associated implementation activities, efforts that proactively address anticipated growth. WFRC will be the primary administrator of the TLC program. County to contribute \$200,000 per year and WFRC to contribute \$700,000; the fund will be established at or by WFRC. Term for 3 years to 07/12/2020
Contract Amount: \$600,000.00
Agency Name: Office of Regional Development
Period Performance from 7/13/2017 to 7/12/2020
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: TMarquez

SALT LAKE COUNTY, UTAH

RESOLUTION NO. 5225

July 11, 2017

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND WASATCH FRONT REGIONAL COUNCIL IN RELATION TO THE ORGANIZATION, MANAGEMENT, OPERATION, AND FUNDING OF THE TRANSPORTATION AND LAND USE CONNECTION PROGRAM

RECITALS

A. Salt Lake County (the "County") and the Wasatch Front Regional Council (the "WFRC") 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 on the basis of mutual advantage in order to provide services or facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

B. The County and WFRC now desire to enter into the Interlocal Agreement attached hereto as **ATTACHMENT A**, which will serve to delineate the responsibilities of the parties in the organization, management, and operation of the Transportation and Land Use Connection Program (the "TLC Program") and requires each party to contribute funds toward the TLC Program.

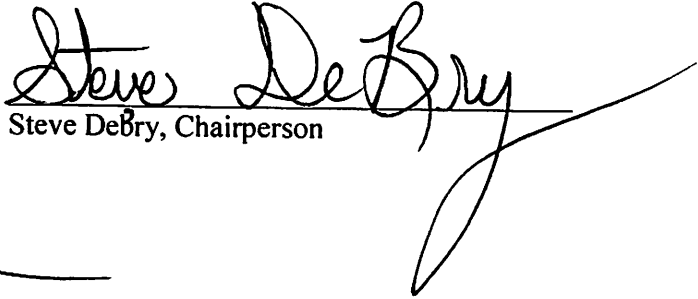
C. The County Council believes that its contribution and assistance under the Agreement will contribute to the safety, health, prosperity, peace, order, comfort and convenience of Salt Lake County residents.

RESOLUTION


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

1. That the Interlocal Agreement between Salt Lake County and Wasatch Front Regional Council is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor or his designee is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this 11
day of July, 2017.


Steve DeBry, Chairperson

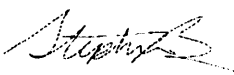
ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	Absent
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Granato	Absent
Council Member Jensen	"Aye"
Council Member Newton	"Aye"
Council Member Snelgrove	"Aye"
Council Member Wilson	"Aye"

APPROVED AS TO FORM:


Digitally signed by
Stephen Barnes
Date: 2017.06.30
08:06:33 -06'00'

Deputy District Attorney

ATTACHMENT A

Interlocal Agreement between Salt Lake County and Wasatch Front Regional Council

INTERLOCAL AGREEMENT

BETWEEN

SALT LAKE COUNTY

AND

WASATCH FRONT REGIONAL COUNCIL

FOR

TRANSPORTATION AND LAND USE CONNECTION PROGRAM PARTNERSHIP

I. PURPOSE

The purpose of this document is to state the terms of a mutual agreement (Interlocal Agreement) between Wasatch Front Regional Council (WFRC) and Salt Lake County, (hereinafter referred to as the “Parties” or each individually, a “Party”), which will serve to delineate the responsibilities of the Parties in the organization, management and operation of the Transportation and Land Use Connection Program (“TLC Program”). This document is entered into pursuant to Section 11-13-212 (2013) of the Interlocal Cooperation Act. The administrative tasks are the responsibility of both WFRC and Salt Lake County, which collaboratively provide substantially more value to communities within Salt Lake County than the two agencies working independently could provide. The TLC Program’s main objective is to provide technical assistance such as staff time, consulting, and training to cities and counties for planning and associated implementation activities, efforts that proactively address anticipated growth. The TLC Program seeks to help local governments meet local goals for livable and vibrant communities, within a regional context. The Program also encourages communities to integrate their land use and regional transportation plans, consistent with the Wasatch Choice Vision. The substantive goals of the TLC Program include:

- A. Helping local governments create desirable and livable communities and creating opportunities for growth in certain areas
- B. Fostering a prosperous and livable region as outlined in the Wasatch Choice Vision
- C. Encouraging coordination of land use plans with existing or planned regional transportation
- D. Reducing travel demand and enhancing the performance of the overall multi-modal transportation system by enabling shorter commutes, providing more travel choices, and cultivating alternative land development strategies
- E. Promoting multi-jurisdictional collaboration and outcomes of regional significance

- F. Encouraging the coordination and strategic implementation of transportation, land use, and economic development plans and programs
- G. Supporting local outreach and engagement efforts that promote broad stakeholder involvement

II. TLC PROGRAM ELIGIBILITY

The TLC Program will be used to assist communities in land use, active transportation planning, and integrated land use/ transportation efforts from visioning and analysis to planning and design prior to entitlement and construction. Awarded projects may include but are not limited to:

- A. Multi-jurisdictional projects
- B. Small-area plans
- C. Zoning ordinance and policy updates
- D. Active transportation/ transportation master plans
- E. Studies and analyses
- F. General plan updates
- G. Other project types that directly shape future community development through public policy, partnerships, or public investments

III. PRINCIPLES OF AGREEMENT

In order 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 the following principles and methods:

- A. The Parties will exchange authorized GIS information, as required, to enhance the ability to appropriately identify geographic information.
- B. The Parties will establish protocols and procedures that foster timely maintenance of the data.
- C. The Parties agree to notify each Party of data errors or other related issues which arise in the course of managing the GIS data.
- D. WFRC will provide to Salt Lake County electronic copies of each final deliverable produced by all TLC grant program recipients in Salt Lake County. WFRC will maintain and make available to all funding partners the final deliverables and associated source files.

This Agreement shall take effect as provided in Section VII below. 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. Parties may voluntarily withdraw their

participation with three months written notice. The County may terminate access to the Geo Database for lack of adherence to the above stated principles of agreement. Nothing herein will create any additional joint venture, partnership, or other business association outside of this TLC Program, nor shall either Party enter into any obligation or commitment on behalf of the other.

IV. FUNDING

Subject to appropriation by the County Council, the County shall, for three consecutive years starting with the County's 2017 fiscal year and ending with the County's 2019 fiscal year, contribute \$200,000 per year toward the TLC Program. Within one year of the Effective Date of this Agreement, WFRC shall contribute \$700,000 in cash (whether from grants or otherwise) toward the TLC Program. Additional funding partners may also contribute to the TLC Program through separate agreements. Annual funding contributions to the TLC Program will be adjusted annually to reflect inflationary growth. The Parties agree that the amount of the inflationary adjustment each year will be equal to the annual percentage increase or decrease in the Consumer Price Index for the West Region maintained by the United States Department of Labor, Bureau of Labor Statistics measured as of January of the current year compared to January of the year prior.

TLC funding will be used to pay for consultants, WFRC staff assistance to communities, program management, and associated costs.

A fund will be established at or by WFRC to support the TLC Program as requests for funding are processed. Funding of the TLC Program will be as follows:

- A. WFRC will be the primary administrator of the TLC Program, and be responsible for coordinating directly with all program participants and administering all grants and awards.
- B. WFRC will submit annually a comprehensive list of all grant and award recipients to Salt Lake County and additional funding partners.
- C. WFRC will invoice Salt Lake County on a quarterly basis, until a total of \$200,000 has been invoiced annually.
- D. WFRC will manage and administer the TLC fund and provide quarterly accounting statements and progress reports to Salt Lake County as detailed in section V.

V. REPORTING

WFRC will manage and administer the TLC Program and fund and provide quarterly accounting statements and progress reports to Salt Lake County. These accounting statements and progress reports shall be delivered to Salt Lake County within a reasonable time frame which is identified to be twenty calendar days from the first day of the subsequent quarter. Additional accounting statements and progress reports will continue on a quarterly basis until all programs and projects

have been completed. Parties acknowledge that TLC projects may be completed beyond 12 months and over more than one fiscal year. Quarterly reports shall include the following:

- A. An “Accounting Summary” providing information on revenues and expenses for the overall TLC Program as well as individual projects.
- B. A “Program Management Summary” outlining tasks associated with managing and administering the overall TLC Program for the current quarter and for any upcoming major milestones, communications, and activities.
- C. A “Project Status Report” providing updates for all in-progress and recently completed projects (i.e., projects completed within approximately the last 6 months), including:
 - o Project descriptions and objectives
 - o Upcoming milestones
 - o Accounting information, such as to-date expenditures and the amount of remaining funds (as identified in the Accounting Summary).
- D. A “Progress Monitoring Summary,” produced once annually, reporting overall TLC Program progress. The progress monitoring summary will include any 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, the approval of development permits, estimated associated mobility and quality of life improvements from individual projects and the TLC Program at large.

VI. ADMINISTRATIVE

In the event a project that has been awarded funding is unable to initiate and/or proceed through to completion as described in the associated project application, the Parties would evaluate each situation and mutually decide how to utilize the previously awarded funds. Events of this matter are to be discussed and determined in the course of the Parties’ quarterly progress report meetings.

VII. TERM

This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and WFRC, including the adoption of any necessary resolutions or ordinances by the County and WFRC authorizing the execution of this Agreement by the appropriate person or persons for the County and WFRC, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate three years after the Effective Date, unless terminated earlier as provided in this Agreement. This Agreement may be renewed for additional year(s) under the same terms and conditions agreed upon by all Parties.

VIII. INTERLOCAL COOPERATION ACT.

A. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and the Executive Director of WFRC are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

IX. NON-FUNDING CLAUSE.

A. The County has requested or intends to request an appropriation of funds to be paid to WFRC for the purposes set forth in this Agreement. If funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County’s obligation to contribute funds to WFRC under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute funds to WFRC in succeeding fiscal years. The County’s obligation to contribute funds to WFRC under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that

such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will 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.

B. If funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify WFRC of such non-funding and the termination of this Agreement. However, in no event, shall the County notify WFRC of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which funds were last appropriated for contribution to WFRC under this Agreement.

IN WITNESS WHEREOF, the parties have subscribed their names and seals

SALT LAKE COUNTY

By 

Mayor Ben McAdams or Designee

Date 7/19/17

WASATCH FRONT REGIONAL COUNCIL

By 

Andrew Gruber, Executive Director

Date 6-21-17

Approved as to Form and Legality:


SALT LAKE COUNTY DISTRICT ATTORNEY

Digitally signed by

Stephen Barnes

Date: 2017.06.23

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By: 
Deputy District Attorney