

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

WASATCH FRONT REGIONAL COUNCIL

Transportation and Land Use Connection Program Partnership

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”); and **WASATCH FRONT REGIONAL COUNCIL**, an interlocal entity of the State of Utah (“WFRC”). The County and WFRC may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101 to -608 (the “Interlocal Act”), and, as such, are authorized 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;

WHEREAS, the Parties have previously entered into agreements for the disbursement of funding for the Transportation and Land Use Connection Program (“TLC Program”);

WHEREAS, the previous agreements have expired 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; and

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.

AGREEMENT:

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

ARTICLE 1 — FUNDING

1.1. Subject to appropriation by the Salt Lake County Council, the County shall, for three consecutive years starting with the WFRC 2024 fiscal year (beginning July 1, 2024), 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’s fiscal year

2024, not to exceed the amounts set forth herein.

1.2. 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.

1.3. 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.

ARTICLE 2 — ADMINISTRATION

2.1. 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 Article 1 of this Agreement;
- (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 Article 3 of this Agreement.
- (e) Facilitate Technical Committee meetings, including representatives from each TLC Program funding agency.

2.2. 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.

ARTICLE 3 — REPORTING

3.1. 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; and
- (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.

ARTICLE 4 — TLC PROGRAM ELIGIBILITY AND PROCESS

4.1. 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.

4.2. 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.

ARTICLE 5 — PRINCIPLES GUIDING THIS AGREEMENT

5.1. 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; and
- (e) Sound data governance.

ARTICLE 6 — TERM

6.1. This Agreement shall become effective upon execution by both Parties as required by the Interlocal Act. This Agreement shall expire on June 30, 2027 unless terminated earlier as provided herein. This Agreement may be renewed for one additional year as determined by the Parties.

6.2. 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.

ARTICLE 7 — NON-FUNDING CLAUSE

7.1. County intends to request the appropriation of funds to be paid as provided under this Agreement. Notwithstanding the termination provision set forth in Sections 6.2 and 8.2, 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: a) 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 b) 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.

ARTICLE 8 — MISCELLANEOUS

8.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

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

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and WFRC's executive director are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. 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.

8.2. Termination. This Agreement may be terminated upon the voluntarily withdrawal notice described in Section 6.2.

8.3. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). There are no indemnity obligations between these Parties. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Consistent with the terms of the Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Immunity Act nor does any Party waive any limit of liability currently provided by the Immunity Act.

8.4. Indemnification. Subject to the provisions of the Immunity Act, each Party agrees to indemnify and hold harmless the other, as well as the other Party's agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the conduct of this Agreement to the extent the same are caused by its own negligent or wrongful act, error or omission or those of its own officers, agents and or employees.

8.5. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or WFRC that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) war, acts or threats of terrorism, invasion, or embargo; or c) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty days, the County may terminate this Agreement without liability or penalty, effective upon written notice to WFRC.

8.6. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received: a) upon personal delivery or actual receipt thereof; or b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

8.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid.

8.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

8.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for Salt Lake County, State of Utah.

8.10. No Obligations to Third Parties. The Parties agree that WFRC's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to WFRC. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

8.11. Agency. No officer, employee, or agent of WFRC or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. WFRC and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

8.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

8.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

8.14. 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.

8.15. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all

Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: *Dina Blas*

Department Director

Date: Jun 14, 2024

Reviewed as to Form:

By: *Adam Miller*
Adam Miller
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Deputy District Attorney

Date: _____

WASATCH FRONT REGIONAL COUNCIL:

By: _____

Andrew Gruber

Executive Director

Date: _____

Approved as to Form:

By: _____

Attorney for WFRC

Date: _____