

SL COUNTY BUDGET REQUEST / ADJUSTMENT FORM

Executive Summary

Reference No: 107099YE02 For Fiscal Year: 2018
 Requesting Organization: 10709900 PARKS AND REC CAP Date of Request: 28-Sep-18
 Budget Adjust Type(s): New Revenue or Expense Ongoing (Y or N): N
 Existing Capital Project If Yes, next year's CF impact: \$0
 Net FTE Change: 0.00

Description and Justification:

Utah & Salt Lake Canal Trail: The Utah Department of Transportation has awarded \$250,000 toward the Utah & Salt Lake Canal Trail multipurpose asphalt paved trail project (project PART18UCTR01, already in progress). After the project is completed, the trail will extend from 4100 West 4700 South to 7200 West 3900 South. This request recognizes the increase in expense and in revenue. No new county funding is requested.

Fund Impact

SUMMARY OF FUND IMPACT BY FUND

FUND:	181 TRCC TOURISM REC CULTRL CONVEN FUND
Fund Impact (Budgetary)	\$0
Fund Impact (Transfers)	\$0
TOTAL FUND IMPACT	\$0

SUMMARY OF CNTY FUNDING IMPACT BY DEPT

DEPT	REVENUE	EXPENSE	BAL SHEET	CNTY FUNDING
1070990000 PARKS AND REC CAPITAL IMPROVEMENT PRGM	250,000	250,000	0	0
TOTALS	250,000	250,000	0	0

Approvals

Division Director: [Signature] Date: 9/28/18
 Dept. or Elected Fiscal Mgr: [Signature] Date: 10.12.18
 Dept. Dir. or Elected Official: [Signature] Date: 10.16.18
 Facilities Division Director:
 (Capital Projects Only) [Signature] Date: _____
 Chief Financial Officer: [Signature] Date: 10-16-18
 Approver: [Signature] Date: 10/17/18
 Mayor or Designee: [Signature] Approve Date: _____
 Council Action: _____ Approve Date: _____

Budget Adjustment Detail	
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Budget Year: 2018 * Requesting Department: 10709900 PARKS AND REC CAPITAL IMPROVEMENT

Budget Period: Post June Year-End * Req Item No: 107099YE02 * Adjustment Title: Utah & Salt Lake Canal Trail

Adjustment Type(s): New Revenue or Expense Existing Capital Project

Expense Budget String(s):

[illegible]

TOTAL EXPENDITURES Page 1:	\$250,000
TOTAL EXPENDITURES ALL PAGES:	\$250,000

Revenue Budget String(s):

[illegible]

TOTAL REVENUES Page 1:	\$250,000
TOTAL REVENUES ALL PAGES:	\$250,000

Balance Sheet/Fund Unrestriction String(s): ☐ Bal sheet strings only required for Proprietary Fund adjustments or fund unrestricted; check if applicable.

FUND	SUB-DEPT ID	BAL. SHEET ACCOUNT	AMOUNT
		BAL SHT or 499999	
		BAL SHT or 499999	
		BAL SHT or 499999	

TOTAL BALANCE SHEET CHANGE:	\$0
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* Ongoing (Y or N):	N
If Yes, next year's CF impact:	\$0

No. of New FTEs:	0.00	(2)
No. of New Time Limited FTEs:	0.00	(2)
No. of Transferred FTEs:	0.00	(2)
No. of Abolished FTEs:	0.00	(2)

Fund Balance Transfers:

From Fund	From Dept ID	To Fund	To Dept ID	Amount

Description and justification: (Attach additional pages as needed).*

The Utah Department of Transportation has awarded \$250,000 toward the Utah & Salt Lake Canal Trail multipurpose asphalt paved trail project (project PART18UCTR01, already in progress). After the project is completed, the trail will extend from 4100 West 4700 South to 7200 West 3900 South. This request recognizes the increase in expense and in revenue. No new county funding is requested.

(1) If the request is for a grant, include the dates the grant will expire and what obligations are required of the County after the grant expires.



State of Utah
Department of Transportation

COPY

Cooperative Agreement Converted TAP Funds for Local Agency	Project Description: 5900 W & 4100 S Salt Lake Canal Trail Phase III Local Agency: Salt Lake County	600,000.00
Pin: 16166 Job/ Project: 5900 W & 4100 S Salt Lake Canal Trail Phase III		Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and Salt Lake County, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a 5900 West 4100 South Canal Trail described as Trail Project; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by **UDOT**; and

WHEREAS, it is the intent of **UDOT** that participation in TAP projects be on a 25% Local, 75% State match basis with a maximum State participation of \$250,000.00; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the **UDOT** highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region 2 Utility and Railroad Leader Garret Jenson, telephone number 801-910-2047 or gjenson@utah.gov for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region 2 Environmental Manager, telephone number 801.910.2010 or by email at tylerallen@utah.gov for assistance with any environmental compliance requirements.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT's** standards and specifications. For work performed within **UDOT's**

right-of-way, the **Local Agency** shall submit plans to **UDOT** for review and approval prior to starting construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 25% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

UDOT Funds (Allocated Amount)	\$250,000.00
Local Agency's Funds (Participation Amount)	\$350,000.00
Total Project	\$600,000.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$250,000.00 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by June 30, 2019. If for any reason, the **Local Agency** cannot complete construction by June 30, 2019, the **Local Agency** must request, in writing before June 30, 2019, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

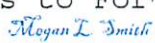
XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Salt Lake County				Utah Department of Transportation			
By		Date		By		Date	
Mayor or Designee				Steven J. Quinn, Project Manager			
By		Date	4/11/18	By		Date	
Division Director or Designee				Bryan Adams Director, Region II			
By		Date	6-11-18	By		Date	
Department Director or Designee				Comptroller Office			

Approved as to Form _____
 By: 
 Megan L. Smith
 Deputy District Attorney

Digitally signed by Megan Smith
 cn=Megan Smith, email=MegSmith@slco.org
 Date: 2018.06.06 14:06:14 -06'00'