

Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	15 March 2015
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Date of Request	March 13, 2017
Requesting Staff Member	Rory Christensen
Requested Council Date	March 21, 2017
Topic/Discussion Title	Interlocal Agreement between Salt Lake County and South Salt Lake City regarding Active Transportation funds for bike lanes on 2700 South between 300 West and 500 East and the 900 West PRATT Trail crossing.
Description	Salt Lake County previously awarded \$135,000 in Active Transportation funds to South Salt Lake City in 2014 for (1) bike lanes on 2700 S from 300 W to 500 E and (2) the PRATT Trail crossing of 300 W (contract #0000000419). However, SSLC was not able to utilize the funds until now, and their contract expired in 2015. The proposed contract would renew the use of this funding and adjust the scope slightly – approximately \$30,000 will still go to the project on 2700 S, and the remainder will be used for the PRATT Trail crossing at 900 West (instead of the original 300 West).
Requested Action¹	Approve Interlocal Agreement and adopt Resolution
Presenter(s)	Wilf Sommerkorn, Carlton Christensen
Time Needed²	N/A
Time Sensitive³	N/A
Specific Time(s)⁴	N/A
Contact Name & Phone	Wilf Sommerkorn, 8-4862
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the	Supporting documentation: the Interlocal Agreement and Council Resolution.

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	
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Mayor or Designee approval: _____



Contract Number: 0000001482 Version: 1 Desc: ORD TransportationFundsFrom'14
Supplier Name: SOUTH SALT LAKE CITY
Comments: ORD- Interlocal - in 2014 County executed contract 0000000419, in which the County transferred \$135,000 in Transportation Funds to the City but the City neglected to expend the funds in the timeframe specified in the contract. This agreement allows for the use of the \$135,000 in Transportation Funds that was transferred to the City in 2014. Up to \$30,000 of the funds will be used for certain highway construction, reconstruction, or maintenance of bike lanes on 2700 between 300 W and 500 E. The remainder of the funds will be used for the construction, reconstruction, or maintenance of the 900 W PRATT Trail crossing. City to expend funds by 12/31/2017
Contract Amount: \$1.00
Agency Name: Transportation Preservatn Proj
Period Performance from 3/14/2017 to 12/31/2017
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: RChristensen



Supplier Contract Notification Form

Contract # (if existing) _____

Supplier Name _____

South Salt Lake City

Supplier ID _____

0000004414

Please complete and attach the following information to the contract and send to Contracts and Procurement for processing.

Hard Copy of Fully Executed Contract Returned to:

Contact Name Rory Christensen

Courier Address S2-100

Special Instructions:

Subdepartment 1031000000

Notice of Approved Contract

Attention to Rory Christensen

Email rchristensen@slco.org

Attention to _____

Email _____

Attention to _____

Email _____

Contract Expiration (Must have a PeopleSoft User ID)

Notice of Expiration ☐ 120 days prior ☒ 90 days prior ☐ 60 days prior other _____

Contact Name Rory Christensen

Contact Email rchristensen@slco.org

Special Instructions:

Contract Insurance Expiration (Must have a PeopleSoft User ID)

Notice of Expiration ☐ 120 days prior ☐ 90 days prior ☐ 60 days prior other _____

Contact Name _____

Contact Email _____

Special Instructions:

Not-to-Exceed Contracts Only: *Notice of Approaching Limit*

Notify when _____% of contract limit spent.

Contact Name _____

Contact Email _____

RESOLUTION NO. _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH CITY OF SOUTH SALT LAKE REGARDING \$135,000 OF COUNTY TRANSPORTATION FUNDS TRANSFERRED TO THE CITY FOR HIGHWAY CONSTRUCTION, RECONSTRUCTION OR MAINTENANCE PROJECTS.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and City of South Salt Lake (the City) 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 an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., the County has imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County; and

WHEREAS, fifty-percent of the revenue generated by said fee is deposited into the County of the First Class Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN., along with other moneys deposited therein, including certain sales and use taxes and voluntary contributions; and

WHEREAS, during the 2013 General Session, the State legislature amended Section 72-2-121 of the Utah Transportation Code, UTAH CODE ANN. §§ 72-1-101 *et seq.*, to provide a portion of the revenue in the County of the First Class Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of highway construction, reconstruction, or maintenance projects throughout the County in accordance with Section 72-2-121 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, on July 10, 2014, the County and the City entered into an interlocal agreement pursuant to which the County transferred \$135,000 of County Transportation Funds to the City for certain highway construction, reconstruction, or maintenance projects (the "2014 Interlocal Agreement"); and.

WHEREAS, the City neglected to expend the \$135,000 of County Transportation Funds within the timeframe specified in the 2014 Interlocal Agreement and now desires to enter into a new interlocal agreement and to use the \$135,000 of County Transportation Funds as provided in the new interlocal agreement;

RESOLUTION

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

1. That the Interlocal Agreement between Salt Lake County and City of South Salt Lake is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor 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 _____ day of _____, 2017.

Steve Debry, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____
Council Member Wilson	_____

APPROVED AS TO FORM:

 Digitally signed by
Stephen Barnes
Date: 2017.02.23
14:20:04 -07'00'

Deputy District Attorney

ATTACHMENT A
Interlocal Cooperation Agreement between Salt Lake County and City of South Salt Lake

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

CITY OF SOUTH SALT LAKE

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is dated this ____ day of _____, 2017 and entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County"), and the **CITY OF SOUTH SALT LAKE**, a municipal corporation of the State of Utah (the "City"). The County and the City are sometimes referred to collectively as the "Parties" and either may be referred to individually as a "Party," all as governed by the context in which such words are used.

WITNESSETH:

WHEREAS, the County and the City are public agencies as defined by Chapter 11-13, UTAH CODE ANN. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., the County has imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County; and

WHEREAS, fifty-percent of the revenue generated by said fee is deposited into the County of the First Class Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN., along with other moneys deposited therein, including certain sales and use taxes and voluntary contributions; and

WHEREAS, during the 2013 General Session, the State legislature amended Section 72-2-121 of the Utah Transportation Code, UTAH CODE ANN. §§ 72-1-101 *et seq.*, to provide a portion of the revenue in the County of the First Class Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of highway construction, reconstruction, or maintenance projects throughout the County in accordance with Section 72-2-121 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, on July 10, 2014, the County and the City entered into an interlocal agreement (attached hereto as EXHIBIT A) pursuant to which the County transferred \$135,000 of County

Transportation Funds to the City for certain highway construction, reconstruction, or maintenance projects (the “2014 Interlocal Agreement”); and.

WHEREAS, the City neglected to expend the \$135,000 of County Transportation Funds within the timeframe specified in the 2014 Interlocal Agreement and now desires to enter into this Agreement and use the \$135,000 of County Transportation Funds as provided in this Agreement;

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. County Transportation Funds – Use.

(a) The County agrees to allow the City to keep the County Transportation Funds transferred to the City pursuant to the 2014 Interlocal Agreement, amounting to One Hundred and Thirty-Five Thousand Dollars (\$135,000) (hereinafter the “Revenue”), and the City agrees to use the Revenue as follows:

(i) The City shall use up to \$30,000 of the Revenue for certain highway construction, reconstruction, or maintenance of bike lanes on 2700 South between 300 West and 500 East, to the extent consistent with Subsection 1(b) below; and

(ii) The City shall use the remainder of the Revenue for the construction, reconstruction, or maintenance of the 900 West PRATT Trail crossing, to the extent consistent with Subsection 1(b) below.

(b) The City warrants that it will use the Revenue transferred to the City by the County only for the purposes described above and only to the extent such use is in accordance with the allowable uses described in Section 72-2-121 of the Utah Code and in accordance with all other applicable federal, state and local laws, rules and regulations. The City represents that the County has not opined on whether any particular use of the Revenue is an allowable use under Section 72-2-121 of the Utah Code, and the City agrees to be liable for and to indemnify the County from any improper use of the Revenue, as indicated in Subsection 6(b) below.

2. Deadline to Expend the Revenue; Requirement to Return Funds. The City shall expend all Revenue received or retained under this Agreement in accordance with Section 1(a), above, prior to December 31, 2017. If the City is unable to fully expend or is unable to fully expend the Revenue prior to December 31, 2017 or prior to termination of this Agreement, whichever is earlier, the City shall immediately return any remaining Revenue to the County.

3. Reporting Requirements. Upon the City’s expenditure of Revenue, the City shall provide a cost breakdown report (supported by invoices or receipts) to the County in order to account for the City’s expenditure of the Revenue. The cost breakdown report shall be submitted

to the County within thirty (30) days of expending all Revenue or within thirty (30) days of the expenditure deadline specified in Section 2 above, whichever occurs earlier.

4. Recordkeeping. The City agrees to maintain its books and records in such a way that any Revenue received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the Revenue for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

5. Right to Verify and Audit. The County reserves the right to verify the cost breakdown report submitted to the County pursuant to Section 3, above, and to audit the use of Revenue received by the City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

6. Liability and Indemnification.

(a) The City and the County are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of, (i) the City's breach of this Agreement, (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement, or (iii) any improper use of the Revenue. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City agrees that in no event shall the County be liable for consequential damages and in no event shall the County's total obligation or liability under this Agreement exceed the amount stated in Section 1(a) above.

7. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

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

(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; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the City and the County. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that 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. 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.

9. 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 as follows:

If to Salt Lake County: County Mayor
 2001 South State, N2100
 Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
 2001 South State, S3700
 Salt Lake City, Utah 84190

If to the City: City of South Salt Lake
 220 East Morris Avenue
 South Salt Lake, Utah 84115

10. County Ethical Standards. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,

other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

11. 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 the County of Salt Lake, State of Utah.

12. Entire Agreement. This Agreement contains 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; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

13. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties.

14. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) 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 Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). Unless terminated earlier under Section 15 below, this Agreement shall terminate on the earlier of: (i) the City's expenditure of the full amount of Revenue stated in Section 1(a) above; or (ii) December 31, 2017. However, the City's obligations in Sections 3, 4, 5, and 6, above, shall survive the expiration or termination of this Agreement.

15. Termination. Notwithstanding Section 14, above, this Agreement may be terminated at any time upon written consent of the County and the City. The disposition of any other real or personal property in the event of termination shall be handled as set forth above in Section 3(e).

16. 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.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto. *[Signature Page Follows]*


INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Dated: _____, 20____

Approved as to Form and Legality:


Digitally signed by
Stephen Barnes
Date: 2017.02.23
14:20:45 -07'00'
By _____
Deputy District Attorney

[Signatures continue on next page]

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

CITY OF SOUTH SALT LAKE

By Cherie Wood
Name: Cherie Wood
Title: Mayor
Dated: 3-9-17, 20 17

Attest:

C. G. Blum
_____, City Recorder
Date signed: 3/8/17

Approved as to Form and Legality:

CITY ATTORNEY

By Hannah Vickery
Name: Hannah Vickery
Dated: March 1, 20 17

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT
WITH SALT LAKE COUNTY REGARDING \$135,000 OF COUNTY
TRANSPORTATION FUNDS TO BE USED BY THE CITY FOR HIGHWAY
CONSTRUCTION, RECONSTRUCTION, OR MAINTENANCE PROJECTS.

WHEREAS, Salt Lake County (the "County") and the City of South Salt Lake
(the "City"); 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 interlocal cooperation agreement to act jointly and cooperatively on the
basis of mutual advantage;

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., the County
has imposed a local option highway construction and transportation corridor preservation fee on
each motor vehicle registration within the County; and

WHEREAS, fifty-percent of the revenue generated by said fee is deposited into
the County of the First Class State Highway Projects Fund pursuant to Section 72-2-121, UTAH
CODE ANN., along with other moneys deposited therein, including certain sales and use taxes
and voluntary contributions; and

WHEREAS, during the 2013 General Session, the State Legislature amended Section 72-
2-121, UTAH CODE ANN., to provide that certain funds from the County of the First Class
Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for
certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use County Transportation Funds to further regional
transportation by financing all or a portion of the costs of transportation construction,
reconstruction, or maintenance projects or right-of-way acquisitions throughout the County in
accordance with Section 72-5-121, UTAH CODE ANN. and other applicable law; and

WHEREAS, on July 10, 2014, the County and the City entered into an interlocal
agreement pursuant to which the County transferred \$135,000 of the County Transportation
Funds to the City for certain highway construction, reconstruction, or maintenance projects which
is attached hereto as "Exhibit A" (the "2014 Interlocal Agreement"); and

WHEREAS, the City did not expend the \$135,000 transferred under the 2014 Interlocal
Agreement within the term allowed under that agreement and both parties now desire to enter
into a new interlocal agreement to use the \$135,000 transferred under the 2014 Interlocal
Agreement pursuant to the terms in the new interlocal agreement (attached as Exhibit "B").

BE IT RESOLVED, therefore, by the City Council of the City of South Salt Lake that

the Interlocal Cooperation between Salt Lake County and the City of South Salt Lake (attached as Exhibit "B"), is hereby approved by the City Council and that the Mayor is authorized to execute the same and that the Interlocal Agreement will become effective as stated in the Interlocal Agreement. The council directs that a copy of the executed agreement be filed with the Office of the City Recorder.

(signatures appear on separate page)

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah, on this 8th day of MARCH, 2017.

BY THE CITY COUNCIL:


Ben B. Pender, Council Chair

Council vote as recorded:

Beverly	<u>YES</u>
Kindred	<u>YES</u>
McConnell	<u>YES</u>
Mila	<u>ABSENT</u>
Pender	<u>YES</u>
Rapp	<u>YES</u>
Siwik	<u>YES</u>



ATTEST:


Craig D. Burton, City Recorder



EXHIBIT A
2014 Interlocal Agreement

EXHIBIT A
2014 Interlocal Agreement



Contract Number: 0000000419 Version: 1 Desc: MAY TransferBondProceedRoadPrj
Supplier Name: SOUTH SALT LAKE CITY
Comments: MAYOR - County to transfer to SOUTH Salt Lake City for eligible EXCISE TAX Revenue Bond Proceeds to further regional development in SLCounty by financing \$135,000 costs of road construction on Parley's Trail/Bike Route at the 300 West crossing, and along 2700 South, SOUTH Salt Lake City, UT. part of the Active Transportation=ActiveTrans Program. TERM upon execution and City shall make a good faith effort to expend the \$135,000 in funds by June 30, 2015.
Contract Amount: \$135,000.00
Agency Name: Mayor Administration
Period Performance from 9/22/2014 to 6/30/2015
Procurement Type: EXI ExemptInterlocActiveTrans Reason Code:
Buyer: JSteffey

SLCCVRWOS_V1

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

SOUTH SALT LAKE

RECEIVED

AUG 01 2014

ENGINEERING DIVISION
SALT LAKE COUNTY
DEPT. OF PUBLIC WORKS

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this 10 day of July, 2014, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and the City of South Salt Lake, a municipal corporation of the State of Utah (the "City"). The County and the City are sometimes referred to collectively as the "Parties" and either may be referred to individually as a "Party," all as governed by the context in which such words are used.

WITNESSETH:

WHEREAS, the County and the City are public agencies as defined by Chapter 11-13, UTAH CODE ANN. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., the County has imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County; and

WHEREAS, fifty-percent of the revenue generated by said fee is deposited into the County of the First Class State Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN.; and

WHEREAS, during the 2013 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide a portion of the revenue in the County of the First Class State Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain purposes; and

WHEREAS, the County desires to use the revenue to further regional development in Salt Lake County by financing all or a portion of the costs of certain highway construction, reconstruction and maintenance projects throughout the County in accordance with applicable law; and

WHEREAS, the County and the City desire to enter into this Agreement to provide for \$135,000 of the revenue to be transferred to the City to pay for highway construction, reconstruction, or maintenance projects.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Revenue – Use. The County and the City hereby agree as follows:

(a) Upon full execution of this Agreement, the County shall transfer One Hundred and Thirty-five Thousand Dollars (\$135,000, hereinafter referred to as the "Revenue") to the City. The Revenue shall be used by the City for certain highway construction, reconstruction, or maintenance projects on Parley's Trail/ Bike Route at the 300 West crossing, and along 2700 South, consistent with Section 72-2-121, UTAH CODE ANN., and in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) The City warrants that it shall use the Revenue transferred to the City by the County pursuant to subparagraph 1(a), above, only to pay for highway construction, reconstruction, or maintenance projects, consistent with Section 72-2-121, UTAH CODE ANN., and in accordance with all other applicable federal, state and local laws, rules and regulations. The City shall make a good faith effort to expend the Revenue by June 30, 2015.

2. Final Reporting. Within thirty days after completion of the project described in Section 1(a), but by no later than June 30, 2015, the City shall prepare and submit a final reporting to the County of the expenditure of the Revenue received by the City. The report shall include an accounting to show all the Revenue received by the City was used for the project described in Section 1(a).

3. Liability and Indemnification.

(a) The City and the County are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

(b) The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of, the City's breach of this Agreement or any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by

or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County.

4. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

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

(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; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the City and the County. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that 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.

5. Counterparts. This Agreement may be executed in counterparts by the City and the County.

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 as follows:

If to Salt Lake County:	County Mayor 2001 South State, N2100 Salt Lake City, Utah 84190
With a copy to:	Salt Lake District Attorney 2001 South State, S3700 Salt Lake City, Utah 84190
If to the City:	South Salt Lake City 220 East Morris Avenue South Salt Lake, Utah 84115

7. County Ethical Standards. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

8. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

9. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

10. Entire Agreement. This Agreement contains 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; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

11. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) executed by a duly authorized official of each of the Parties, (c) submitted 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 Act, and the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

12. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) 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 Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate on the earlier of (i) the completion of the project described in Section 1(a); or (ii) June 30, 2015.

13. Termination. Except as set forth in Section 12, above, this Agreement may only be terminated by written consent of the County and the City. Upon termination of this Agreement, if any of the \$135,000 transferred to the City is unexpended, then the City shall return all such unexpended Revenue to the County. The disposition of any other real or personal property shall be handled as set forth above in Section 4(e).

14. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

[SIGNATURE PAGE TO FOLLOW]

Contract 00000000 4/9
Salt Lake County

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By Nicholas Dunn
Mayor Ben McAdams or Designee

Approved as to Form and Legality:
Salt Lake County District Attorney

By Devin Adams-Willan
Deputy District Attorney
Date 18 Aug 2014

CITY OF SOUTH SALT LAKE

By Cherie Wood
Mayor

ATTEST:

C. B. [Signature]
City Recorder

Approved as to Form and Legality:

By [Signature]
South Salt Lake City Attorney
Date 7/10/14

RESOLUTION No. R2014- 11

**A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL
AGREEMENT WITH SALT LAKE COUNTY REGARDING A GRANT FOR TRAIL
AND BIKE ROUTE IMPROVEMENTS.**

WHEREAS, Salt Lake County has imposed a local option highway construction and transportation corridor preservation fee on motor vehicle registrations within the County; and

WHEREAS, the County desires to use this revenue for regional development of trail and bike path networks within the County; and

WHEREAS, the County has made \$135,000.00 available to the City for the construction, reconstruction and maintenance of Parley's Trail and Bike Routes located at 300 West and along 2700 South, which monies shall be expended by June 30, 2015; and

WHEREAS, the City desires to accept these funds for the identified projects; and

WHEREAS, pursuant to the Interlocal Cooperation Act (Utah Code Ann. § 11-13-101 et seq.), the County and City are permitted to contract with one another in order to make efficient use of their powers and resources; and

WHEREAS, the Utah Interlocal Cooperation Act requires the approval of the entity's legislative body as it relates to such agreements,

BE IT RESOLVED, therefore, by the City Council of the City of South Salt Lake that the Interlocal Cooperation Agreement Between Salt Lake County and South Salt Lake City (attached as Exhibit "A"), is hereby approved by the City Council, and the Mayor is authorized to execute the Agreement in accordance with state and local law. The Council directs that a copy of the executed agreement be filed with the Office of the City Recorder and the Office of the Lieutenant Governor.

(signatures appear on separate page)

DATED this 27th day of July, 2014

BY THE CITY COUNCIL:

Irvin H. Jones, Jr.
Irvin H. Jones, Jr., Council Chair

ATTEST:

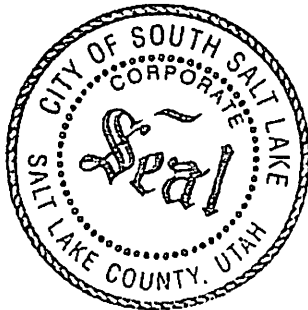
Craig D. Burton
Craig D. Burton, City Recorder

City Council Vote as Recorded:

Beverly	<u>Aye</u>
Gold	<u>Aye</u>
Jones	<u>Aye</u>
Rapp	<u>Aye</u>
Rutter	<u>Aye</u>
Snow	<u>Aye</u>
Turner	<u>Aye</u>

Recorded on this 27th day of July, 2014.

Craig D. Burton
Craig D. Burton, City Recorder





September 30, 2014

COUNTY COUNCIL

Michael H. Jensen, Chair
District #2

Randy Horiuchi
At-Large A

Richard Snelgrove
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Aimee Winder Newton
District #3

Sam Granato
District #4

Steven L. DeBry
District #5

Max Burdick
District #6

Ms. Patricia Iverson
Contracts Administrator
Contracts & Procurement
Rm. N4500, Government Center
Salt Lake City, Utah

Dear Ms. Iverson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 4862 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Mayor's Office and South Salt Lake City – Transfer of Funds for Road Projects.

Salt Lake County will transfer \$135,000 of its Excise Tax Road Revenue Bond proceeds to South Salt Lake City to be used towards the costs of road construction, reconstruction, or maintenance projects on Parley's Trail/Bike Route at the 300 West crossing and along 2700 South. These funds are being distributed in accordance with H.B. 377, which was passed in 2013.

Term of the agreement will terminate on the earlier of the completion of the funded road projects or June 30, 2015.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By 

Deputy Clerk

gg

pc: Darrin Casper/Mayor's Office
Nichole Dunn/Mayor's Office



7.2

Ben McAdams
Salt Lake County Mayor

September 23, 2014

Nichole Dunn
Deputy Mayor &
Chief Administrative Officer

Honorable Michael Jensen, Chair
Salt Lake County Council
2001 South State, N2200
Salt Lake City, Utah 84190-1010

Re: Interlocal Agreement between South Salt Lake City and Salt Lake County for
Transfer of Funds for Road Projects

Dear Councilman Jensen:

The above-referenced interlocal agreement is being submitted for your Honorable Board's approval.

Salt Lake County will transfer to South Salt Lake City \$135,000 excise tax revenue bond proceeds to be used toward road construction, reconstruction, or maintenance projects on Parley's Trail/Bike Route at the 300 West crossing and along 2700 South.

The city will make a good faith effort to expend the revenue by June 30, 2015 and within 30 days after completion of the project, prepare and submit a final reporting to the county of the expenditure of the revenue received by the city.

Sincerely,

Nichole Dunn, Deputy Mayor
Salt Lake County Office of the Mayor

Attachments

RESOLUTION NO. 4862

September 30, 2014

Contract 0000000419
Salt Lake County

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SOUTH SALT LAKE TO PROVIDE FOR \$135,000 OF EXCISE TAX REVENUE TO BE TRANSFERRED TO THE CITY TO PAY FOR HIGHWAY CONSTRUCTION, RECONSTRUCTION OR MAINTENANCE PROJECTS.

WITNESSETH

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., Salt Lake County has imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County; and

WHEREAS, fifty-percent of the revenue generated by said fee is deposited into the County of the First Class State Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN.; and

WHEREAS, during the 2013 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide a portion of the revenue in the County of the First Class State Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain purposes; and

WHEREAS, Salt Lake County desires to use the revenue to further regional development by financing all or a portion of the costs of certain highway construction, reconstruction and maintenance projects throughout the County in accordance with applicable law; and

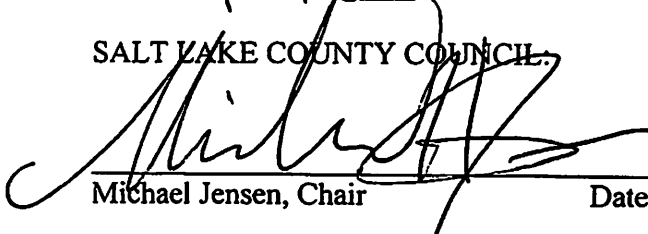
WHEREAS, Salt Lake County and the City of South Salt Lake desire to enter into an interlocal agreement to provide for \$135,000 of the revenue to be transferred to the City to pay for highway construction, reconstruction, or maintenance projects.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this 30 day of September, 2014.

SALT LAKE COUNTY COUNCIL

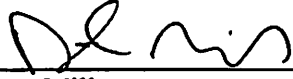


Michael Jensen, Chair Date

ATTEST:


Salt Lake County Clerk

APPROVED AS TO FORM:


Adam Miller
Deputy District Attorney
Date: 18 Aug 2014

Council Member Bradley voting	<u>"Aye"</u>
Council Member Bradshaw voting	<u>"Aye"</u>
Council Member Burdick voting	<u>"Aye"</u>
Council Member DeBry voting	<u>"Aye"</u>
Council Member Granato voting	<u>"Aye"</u>
Council Member Horiuchi voting	<u>Absent</u>
Council Member Jensen voting	<u>"Aye"</u>
Council Member Newton voting	<u>"Aye"</u>
Council Member Snelgrove voting	<u>"Aye"</u>