

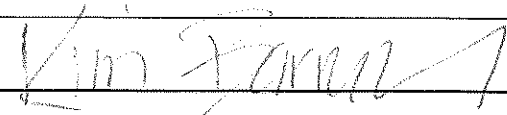
**Mayor's Office: Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

C-10

<b>Date Received</b> (office use)	
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<b>Date of Request</b>	6/7/17
<b>Requesting Staff Member</b>	Carlton Christensen
<b>Requested Council Date</b>	6/13/17
<b>Topic/Discussion Title</b>	Two Transportation Interlocal Agreements for additional funding to widen shoulder in Millcreek Canyon and for the creation of an Emergency vehicle turnaround at the Killyon Canyon Trailhead and road pavement.
<b>Description</b>	<p>These funds would be adding \$100,000 to an existing project that would widen the shoulder by 4 feet and restripe to accommodate bicyclist from the Unincorporated County Line to Winter Gate</p> <p>\$500,000 would go to an existing project for the creation of an emergency vehicle turnaround and paving the road from the current end of payment to the new turnaround.</p>
<b>Requested Action<sup>1</sup></b>	Approve the interlocal agreements
<b>Presenter(s)</b>	Carlton Christensen & Rick Graham
<b>Time Needed<sup>2</sup></b>	10 minutes
<b>Time Sensitive<sup>3</sup></b>	Yes
<b>Specific Time(s)<sup>4</sup></b>	No
<b>Contact Person</b>	Carlton Christensen 87032
<p>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 COW agenda. Items without documentation may be taken off for consideration at that COW meeting.</p>	

**Mayor or Designee approval:**



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

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.



B.3

RESOLUTION NO. \_\_\_\_\_, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT AND THE EMIGRATION CANYON METRO TOWNSHIP PROVIDING FOR THE USE OF \$500,000 OF COUNTY TRANSPORTATION FUNDS FOR A TRANSPORTATION PROJECT IN THE EMIGRATION CANYON METRO TOWNSHIP

WITNESSETH

WHEREAS, Salt Lake County (the "County"), the Greater Salt Lake Municipal Services District ("MSD"), and the Emigration Canyon Metro Township (the "Metro Township") 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;

WHEREAS, during the 2015 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund 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, UTAH CODE ANN. and other applicable law; and

WHEREAS, the County now desires to enter into the interlocal cooperation agreement attached hereto as **ATTACHMENT A** (the "Interlocal Agreement") providing for the use of Five Hundred Thousand Dollars and No Cents (\$500,000) of County Transportation Funds for the transportation project described in the Interlocal Agreement;

RESOLUTION

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

1. That the Interlocal Agreement between and among the County, the MSD, and the Metro Township 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

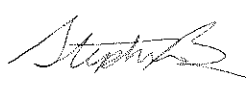
ATTEST:

\_\_\_\_\_  
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: 2017.06.08  
08:28:37 -06'00'

\_\_\_\_\_  
Deputy District Attorney

**ATTACHMENT A**

**Interlocal Cooperation Agreement between and among Salt Lake County, the Greater Salt Lake  
Municipal Services District, and the Emigration Canyon Metro Township**

**INTERLOCAL COOPERATION AGREEMENT**

*among*

**SALT LAKE COUNTY,**

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT,**

*and*

**EMIGRATION CANYON METRO TOWNSHIP**

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between and among **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County"), the **GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT**, a local district and political subdivision of the State of Utah (the "MSD"), and the **EMIGRATION CANYON METRO TOWNSHIP**, a municipal corporation of the State of Utah (the "Metro Township"). The County, MSD, and Metro Township may each be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS:**

A. The County, the MSD, and the Metro Township are all "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act 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. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2015 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 for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of the County to be used for certain transportation purposes (hereinafter "County Transportation Funds").

C. 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.

D. The County, MSD, and Metro Township now desire to enter into this Agreement providing for the use of up to Five Hundred Thousand Dollars and No Cents (\$500,000.00) of County Transportation Funds for the construction of an emergency vehicle turnaround at the end

of Killyon Lane in the Emigration Canyon Metro Township and to pave the unpaved portion of Killyon Canyon Road (hereinafter the "Project").

## **A G R E E M E N T:**

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

### **ARTICLE 1 - INCORPORATION AND DEFINITIONS**

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) County Transportation Funds: As defined in Recital B above.
- (b) Event of Force Majeure: As defined in Section 3.5 below.
- (c) Project: As defined in Recital D above.
- (d) Project Costs: Costs incurred by the County to complete the Project, whether the work is performed by County personnel or outside contractors.
- (e) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*
- (f) Transportation Funds: As defined in Section 2.1 below.

### **ARTICLE 2 — USE OF COUNTY TRANSPORTATION FUNDS**

2.1. Completion of the Project by the County. The County, as the contracted service provider for the MSD, agrees to complete the Project for the benefit of the Metro Township using County Transportation Funds in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) (hereinafter "Transportation Funds").

2.2. Transfer of Transportation Funds. For accounting purposes and to facilitate the capitalization of the Project on the Metro Township's books, the County agrees to transfer the Transportation Funds to the MSD, and the MSD agrees to immediately transfer the same amount of Transportation Funds back to the County in order to pay for the Project.

2.3. County to Use Transportation Funds for Project Costs. Once the Transportation Funds have been transferred back to the County, the County shall utilize the Transportation Funds to complete the Project for the benefit of the Metro Township, either by using County personnel or contractors hired by the County. The Parties agree that the County may use the Transportation Funds to reimburse itself for Project Costs.

2.4. Authorization by Metro Township. The Metro Township acknowledges the

contribution of Transportation Funds for the benefit of the Metro Township and hereby authorizes the County to perform all work necessary to complete the Project within the Metro Township's boundaries.

2.5. Unused Transportation Funds. In the event the County does not use all \$500,000 of Transportation Funds to complete the Project, the Parties agree that the County may use the unused amount for other projects as the County deems appropriate.

2.6. Excess Costs. In the event the County reasonably determines that Project Costs will exceed \$500,000, the Parties agree that the County may reduce the scope of the Project in order to stay within the \$500,000 allocated for Project Costs under this Agreement. In no event shall the County be required to complete the Project if completion of the Project will result in Project Costs exceeding \$500,000.

### **ARTICLE 3 — GENERAL PROVISIONS**

3.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act 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 in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) 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 Act.

(d) 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.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor, the General Manager of the MSD, and the Metro Township Chair are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) Pursuant to Section 11-13-216 of the Interlocal Act, the term of this Agreement shall not exceed 50 years.

3.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by each of the governing bodies of the County, the MSD, and the Metro Township including the adoption of any necessary resolutions or ordinances by the County, the MSD, and the Metro Township authorizing the



execution of this Agreement by the appropriate person or persons for the County, the MSD, and the Metro Township, 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 upon completion of the Project. If upon completion of the Project, the County has not used all \$500,000 of Transportation Funds, then the Parties agree that the unused Transportation Funds may be used by the County for other projects as the County deems appropriate.

### 3.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be used for the purposes set forth in this Agreement. If County Transportation 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 use County Transportation Funds under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute County Transportation Funds toward the Project in succeeding fiscal years. The County's obligation to contribute Transportation Funds toward the Project 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 or as an event of default under 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 any Party, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

### 3.4. Indemnification and Liability.

(a) Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). None of the Parties waives any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Liability and Indemnification. There are no indemnity obligations between and among the Parties. Subject to and consistent with the terms of the Immunity Act, each Party agrees to be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party will have any liability whatsoever for any negligent act or omission of another Party, its employees, officers, or agents.

3.5. Force Majeure. No 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 a Party that prevents the Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the MSD and the Metro Township.

3.6. 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, N2-100 Salt Lake City, Utah 84190
With a copy to:	S alt Lake County District Attorney 2001 South State, S3-600 Salt Lake City, Utah 84190
If to the MSD:	Greater Salt Lake Municipal Services District Attn: General Manager _____ _____
If to the Metro Township:	Emigration Canyon Metro Township Attn: Metro Township Chair _____ _____

3.7. Ethical Standards. Each of the MSD and the Metro Township represents that it has not: (a) provided an illegal gift in connection with this Agreement 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3.8. 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 a Party, or agents for a 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, signed by the Parties.

3.9. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing.

3.10. 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.

3.11. No Obligations to Third Parties. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

3.12. Agency. No officer, employee, or agent of a Party is intended to be an officer, employee, or agent of another Party. None of the benefits provided by a 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 another Party. Each Party will be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

3.13. No Waiver. The failure of a 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 a Party will not constitute a waiver as to any future breach.

3.14. Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions or agreements contemplated hereby.

3.15. 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.

3.16. 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, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

*[Intentionally Left Blank - Signature Page Follows]*

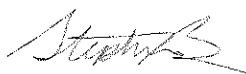
**INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY**

**SALT LAKE COUNTY**

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

Dated: \_\_\_\_\_, 20\_\_\_\_

***Approved as to Form and Legality:***

  
Digitally signed by  
Stephen Barnes  
Date: 2017.06.08  
08:29:00 -06'00'  
By \_\_\_\_\_  
Deputy District Attorney

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR MSD**

**GREATER SALT LAKE MUNICIPAL  
SERVICES DISTRICT**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Recorder

Date signed: \_\_\_\_\_

*Approved as to Form and Legality:*

MSD ATTORNEY

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR METRO TOWNSHIP**

**EMIGRATION CANYON METRO  
TOWNSHIP**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_, Recorder

Date signed: \_\_\_\_\_

*Approved as to Form and Legality:*

METRO TOWNSHIP ATTORNEY

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_





12.4

RESOLUTION NO. \_\_\_\_\_, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH  
THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT  
PROVIDING FOR THE USE OF \$100,000 OF COUNTY TRANSPORTATION  
FUNDS FOR A TRANSPORTATION PROJECT IN UNINCORPORATED  
SALT LAKE COUNTY

WITNESSETH

WHEREAS, Salt Lake County (the "County") and the Greater Salt Lake Municipal Services District ("MSD") 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;

WHEREAS, during the 2015 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide for the transfer of certain funds from the County of the First Class Highway Projects Fund 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, UTAH CODE ANN. and other applicable law; and

WHEREAS, the County now desires to enter into the interlocal cooperation agreement attached hereto as **ATTACHMENT A** (the "Interlocal Agreement") providing for the use of One Hundred Thousand Dollars and No Cents (\$100,000) of County Transportation Funds for the transportation project described in the Interlocal Agreement;

RESOLUTION

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

1. That the Interlocal Agreement between the County and the MSD 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

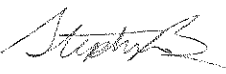
ATTEST:

\_\_\_\_\_  
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

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APPROVED AS TO FORM:  
Digitally signed by  
 Stephen Barnes  
Date: 2017.06.08  
08:26:36 -06'00'

\_\_\_\_\_  
Deputy District Attorney

**ATTACHMENT A**  
**Interlocal Cooperation Agreement between Salt Lake County and the Greater Salt Lake**  
**Municipal Services District**

**INTERLOCAL COOPERATION AGREEMENT**

*between*

**SALT LAKE COUNTY**

*and*

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT**

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 the **GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT**, a local district and political subdivision of the State of Utah (the "MSD"). The County and the MSD may each be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS:**

A. The County and the MSD are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act 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. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2015 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 for the transfer of certain funds from the County of the First Class Highway Projects Fund to the legislative body of the County to be used for certain transportation purposes (hereinafter "County Transportation Funds").

C. 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.

D. The County and the MSD now desire to enter into this Agreement providing for the use of up to One Hundred Thousand Dollars and No Cents (\$100,000.00) of County Transportation Funds for: (1) the widening of the shoulder of Millcreek Canyon Road within unincorporated Salt Lake County, starting at the Millcreek City and unincorporated Salt Lake County boundary line and ending at the Millcreek Canyon winter gate; and (2) the restriping of

such Millcreek Canyon Road segment in a manner necessary to accommodate a bicycle lane (hereinafter the "Project").

## **A G R E E M E N T:**

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

### **ARTICLE 1 - INCORPORATION AND DEFINITIONS**

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) County Transportation Funds: As defined in Recital B above.
- (b) Event of Force Majeure: As defined in Section 3.5 below.
- (c) Project: As defined in Recital D above.
- (d) Project Costs: Costs incurred by the County to complete the Project, whether the work is performed by County personnel or outside contractors.
- (e) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*
- (f) Transportation Funds: As defined in Section 2.1 below.

### **ARTICLE 2 — USE OF COUNTY TRANSPORTATION FUNDS**

2.1. Completion of the Project by the County. The County agrees to complete the Project in unincorporated Salt Lake County using County Transportation Funds in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) (hereinafter "Transportation Funds").

2.2. Transfer of Transportation Funds. For accounting purposes and to facilitate the capitalization of the Project on the Metro Township's books, the County agrees to transfer the Transportation Funds to the MSD, and the MSD agrees to immediately transfer the same amount of Transportation Funds back to the County in order to pay for the Project. The Parties acknowledge that the MSD has contracted with the County to provide road construction and maintenance services to the MSD.

2.3. County to Use Transportation Funds for Project Costs. Once the Transportation Funds have been transferred back to the County, the County shall utilize the Transportation Funds to complete the Project for the benefit of the Metro Township, either by using County personnel or contractors hired by the County. The Parties agree that the County may use the Transportation Funds to reimburse itself for Project Costs.

2.4. Unused Transportation Funds. In the event the County does not use all \$100,000 of Transportation Funds to complete the Project, the Parties agree that the County may use the unused amount for other projects as the County deems appropriate.

2.5. Excess Costs. In the event the County reasonably determines that Project Costs will exceed \$100,000, the Parties agree that the County may reduce the scope of the Project in order to stay within the \$100,000 allocated for Project Costs under this Agreement. In no event shall the County be required to complete the Project if completion of the Project will result in Project Costs exceeding \$100,000.

### **ARTICLE 3 — GENERAL PROVISIONS**

3.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act 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 in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) 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 Act.

(d) 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.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the General Manager of the MSD are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) Pursuant to Section 11-13-216 of the Interlocal Act, the term of this Agreement shall not exceed 50 years.

3.2. 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 MSD, including the adoption of any necessary resolutions or ordinances by the County and the MSD authorizing the execution of this Agreement by the appropriate person or persons for the County and the MSD, 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 upon completion of the Project. If upon completion of the Project, the County has not used all \$100,000 of Transportation Funds, then the Parties agree that the unused Transportation Funds may be used by the County for other projects as the County deems appropriate.

3.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be used for the purposes set forth in this Agreement. If County Transportation 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 use County Transportation Funds under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute County Transportation Funds toward the Project in succeeding fiscal years. The County's obligation to contribute Transportation Funds toward the Project 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 or as an event of default under 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 any Party, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

3.4. Indemnification and Liability.

(a) Governmental Immunity. Both Parties 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) Liability and Indemnification. There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the Immunity Act, the County and the MSD agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the MSD will have any

liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents.

3.5. 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 the MSD that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the MSD.

3.6. 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, N2-100 Salt Lake MSD, Utah 84190
With a copy to:	Salt Lake County District Attorney 2001 South State, S3-600 Salt Lake MSD, Utah 84190
If to the MSD:	Greater Salt Lake Municipal Services District Attn: General Manager  _____ _____

3.7. Ethical Standards. The MSD represents that it has not: (a) provided an illegal gift in connection with this Agreement 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

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

3.9. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing.

3.10. 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.

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

3.12. Agency. No officer, employee, or agent of the MSD 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. The MSD 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.

3.13. 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.

3.14. Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions or agreements contemplated hereby.

3.15. 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.

3.16. 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, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

*[Intentionally Left Blank - 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: 2017.06.08  
08:26:54 -06'00'

By \_\_\_\_\_  
Deputy District Attorney

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR MSD**

**GREATER SALT LAKE MUNICIPAL  
SERVICES DISTRICT**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Recorder

Date signed: \_\_\_\_\_

*Approved as to Form and Legality:*

MSD ATTORNEY

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_