

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)	
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Date of Request	May 30, 2018
Requesting Staff Member	Helen Peters/Carlton Christensen
Requested Council Date	Tuesday, June 5, 2018
Topic/Discussion Title	Interlocal Agreement (ILA) between Salt Lake City and Salt Lake County for new road construction in the northwest quadrant area.
Description	The Legislature provided funding (SB 277(2017) for county transportation projects. Salt Lake City had previously indicated that they would select a project in the northwest quadrant area of the City for a transportation project. The project Salt Lake City selected is new road construction located at 5750 West and 5960 West between 150 South and 300 South
Requested Action¹	Approval of the Resolution
Presenter(s)	Helen Peters or Carlton Christensen, if needed
Time Needed²	Recommend Consent, but 5 minutes if needed
Time Sensitive³	No
Specific Time(s)⁴	N/A
Will You Be Providing a PowerPoint	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will You Be Providing Back-Up Documentation or Handouts? 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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Interlocal Agreement (ILA)

Mayor or Designee approval:

Kim Farn
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.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2018.

Aimee Winder Newton, 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 Winder Newton	_____
Council Member Snelgrove	_____
Council Member Wilson	_____

APPROVED AS TO FORM:

**Craig J.
Wangsgard**

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slcounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.05.23 14:15:45 -06'00'

Deputy District Attorney

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

SALT LAKE CITY

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 **SALT LAKE CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the City 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 2017 General Session, the State Legislature enacted Section 63B-27-102 of the Utah Code as part of Senate Bill 277. Pursuant to Section 63B-27-102, the State of Utah issued General Obligation Bonds and provided \$47,000,000 of bond proceeds to the County for applicable transportation projects prioritized by the County in accordance with Subsection 63B-27-102(2) (hereinafter “County Transportation Funds”).

C. The County desires to use the County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Subsection 63B-27-102(2) and all other applicable federal, state and local laws, rules and regulations.

D. The County and the City now desire to enter into this Agreement providing for the transfer of up to Two Million Six Hundred Thousand Dollars and No Cents (\$2,600,000.00) of County Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the transportation projects described in or determined pursuant to the Project Description attached hereto as **Exhibit A** (the “Project”), so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code.

City for reimbursement of Reimbursable Project Costs.

- (l) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*
- (m) Transportation Funds: As defined in Section 2.1 below.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Planning, Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds (hereinafter "Transportation Funds") to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

2.3. Execution of Certificate of Grant Recipient. Concurrent with the execution of this Agreement, the City shall execute the Certificate of Grant Recipient attached hereto as Exhibit B.

ARTICLE 3 -- REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the

(c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward

Agreement; (iii) any improper use of the Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as Exhibit B. 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 further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any Transportation Funds 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 Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. The City shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 --DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Withhold further disbursement of Transportation Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Transportation Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

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 upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If 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 contribute Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute Transportation Funds to the City 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 the City, 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 City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City 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 contribution to the City under this Agreement.

7.4. 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 City 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 City.

Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City 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 City 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.

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

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

7.14. 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 CITY

SALT LAKE CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT B

CERTIFICATE OF GRANT RECIPIENT

In connection with the issuance of the State of Utah's \$142,070,000 General Obligation Bonds, Series 2017 (the "*Bonds*") and pursuant to Section 63B-27-102, Utah Code Annotated 1953, as amended (the "*Utah Code*"), the Utah Department of Transportation ("*UDOT*") provided \$47,000,000 (the "*Transportation Funds*") to Salt Lake County, Utah (the "*County*") for applicable projects to be prioritized by the County pursuant to Section 63B-27-102(2) of the Utah Code.

Pursuant to the terms of the Interlocal Cooperation Agreement (the "*Agreement*") between the County and Salt Lake City (the "*Recipient*") (DA Log No. 17-09805), the County has committed to provide up to Two Million Six Hundred Thousand Dollars and No Cents (\$2,600,000.00) of the Transportation Funds (the "*Grant*") to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project or projects described in the Agreement (the "*Project*" or "*Projects*"). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Grant and that the Grant will be used solely for the Project or Projects.

The Recipient hereby further (a) acknowledges that the Project or Projects will be treated as financed with the proceeds of tax-exempt bonds and (b) in order to maintain the tax-exempt status of the Bonds, agrees as follows:

- (i) no more than five percent of the Grant plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any Private Business Use; and
- (ii) no user of the Project other than a state or local governmental unit will use more than five percent of the Project, in aggregate, on any basis other than the same basis as the general public.

For purposes of the preceding sentence, "Private Business Use" means any use of the Project or Projects by any person other than a state or local government unit, including as a result of (a) ownership, (b) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (c) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project or Projects on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Project or Projects that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Project or Projects that is not available for use by the general public.

(Signature page follows.)

EXHIBIT C

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Salt Lake City – Interlocal Agreement for Transportation Funds (DA Log No. 17-09805)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between Salt Lake County (the “County”) and Salt Lake City (the “City”) (DA Log No. 17-09805). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

Project Title: _____

[illegible]

This portion above is to be filled out by the City.
This portion below is to be filled out by the County.

Total Approved/Paid to Date _____

Remaining Transportation Funds

Karen Hale

From: John Steiner <steiner_king@earthlink.net>
Sent: Wednesday, May 30, 2018 10:22 AM
To: Karen Hale
Cc: John Kesler; Byron Russell
Subject: DATES: Events scheduled at Salt Palace in October, 2019`

FYI

From: Susan Soleil <susan@goldenruleproject.org>
Date: Wednesday, May 9, 2018 **To:** John Kesler <j_kesler@woodburycorp.com>, John Steiner <steiner_king@earthlink.net>
Cc: Felipe Zurita <felipe@goldenruleproject.org>
Subject: Events scheduled at Salt Palace in October...

John and John - here is a list of what is already scheduled at the Salt Palace. It will be important to have an estimate of how many people you anticipate coming to the Bridge Summit when we book the Salt Palace.

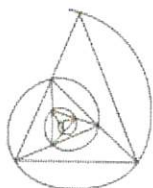
It looks like the first part of October is wide open but we do need to remember that the LDS Church holds their semi-annual conference that first weekend of October.

I hope this is helpful. -Susan

10/10/19 to 10/13/19	AmerisourceBergen AmerisourceBergen ION LPP Excel Location: The Grand America Hotel	260
10/12/19 to 10/16/19	National Alliance of Concurrent Enrollment Partnerships (NACEP) 2019 National Conference Location: Salt Palace	1,000
10/16/19 to 10/18/19	National Council of Teachers of Mathematics 2019 Reginal Conference & Exposition Profile Location: Salt Palace	3,000
10/23/19 to 10/25/19	National Science Teachers Association 2019 NSTA Area Meeting October Location: Salt Palace	2,800

10/27/19 to 10/29/19	NTCA-the Rural Broadband Association 2019 NTCA Cybersecurity Conference Location: <u>Salt Lake Marriott Downtown at City Creek</u>	250
10/28/19 to 10/30/19	Solution Tree 2019 PLC Institutes Location: <u>Salt Palace</u>	1,950

Susan Soleil
Golden Rule Project
444 East 200 South
Salt Lake City, UT 84111
801.554.9495
susan@goldenruleproject.org



golden rule project

Please sign the
Golden Rule Petition