

RESOLUTION NO. \_\_\_\_\_

DATE: \_\_\_\_\_

**RESOLUTION OF THE SALT LAKE COUNTY COUNCIL  
AUTHORIZING THE PUBLICATION OF A NOTICE OF ITS  
INTENTION TO OBTAIN AND INFRASTRUCTURE LOAN;  
PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND  
AUTHORIZING EXECUTION OF AN INTERLOCAL  
AGREEMENT WITH THE UTAH DEPARTMENT OF  
TRANSPORTATION.**

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, the Utah State Legislature provided under Utah Code Ann. §§ 11-13-101, et seq., that any two or more public agencies may enter into agreements with one another for joint or cooperative action;

WHEREAS, during the 2018 General Session, the State legislature amended Section 72-2-121(4)(l) of the Code to provide for the transfer of revenue generated by the Highway Construction and Preservation Fee after transfer under Section 72-2-121 (4)(e), the payment under Section 72-2-121(4)(f), and the transfers under Subsection Section 72-2-121(4)(j)(i) and (ii) have been made, to annually transfer 20% of the amount deposited into the fund under Subsection (2)(b) (the “Fee Transfer”); to be used by a county of the first class to fund parking facilities that facilitate significant economic development and recreation and tourism with the state;

WHEREAS, Salt Lake County and Utah Department of Transportation, as government entities, desire to enter into an Interlocal Cooperation Agreement (“Agreement”), attached and incorporated into this Resolution as Exhibit “A”, for the sharing of the Tax Revenues to support parking facilities that facilitate significant economic development and recreation and tourism with the state; this Agreement shall take effect upon execution and shall run for a term of not to exceed 8 years.

WHEREAS, Section 72-2-204 of the Code requires the County to publish its intention to obtain and infrastructure loan at least once in accordance with the publication of notice requirements of Section 11-14-316.

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that the attached Agreement, Exhibit “A”, between Salt Lake County and the State of Utah is approved and the Salt Lake County Mayor is, after publication of notice as attached Agreement, Exhibit “B”, and upon expiration of the 30 day contest period, authorized to execute the same.

[Signature Page to Follow]

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Aimee Winder Newton, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

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

H:\share\CWANGSGARD\Transportation\UDOT Grant\Resolution\_Interlocal.doc

EXHIBIT A

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018 by and among Salt Lake County, Utah (the “County”) and the Utah Department of Transportation (“UDOT”). The County and UDOT 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.

### W I T N E S S E T H:

WHEREAS, the County and the UDOT are public agencies as defined by Title 11, Chapter 13 (the “Interlocal Act”) of the Utah Code Annotated 1953, as amended (the “Code”), and are authorized by the Interlocal Act to cooperate on a mutually advantageous basis and as necessary to promote the general welfare of the State; and

WHEREAS, the County is a county of the first class under Section 17-50-501 of the Code; and

WHEREAS, Section 72-2-121 of the Code creates a County of the First Class State Highway Projects Fund (“Highway Fund”) and provides for Highway Fund revenues to be included therein (“Highway Fund Revenues”); and

WHEREAS, the Parties and other State of Utah (the “State”) participants entered into an interlocal cooperation agreement on August 3, 2010 (the “2010 Agreement”), to encompass and reflect all terms and conditions for the use and distribution of certain Highway Fund Revenues as between the parties to the 2010 Agreement; and

WHEREAS, the 2010 Agreement provided for the issuance by the County of revenue bonds (the “2010 County Revenue Bonds”) pursuant to a General Indenture of Trust, as amended and supplemented from time to time, which bonds are secured by monies transferred into the 2010 Salt Lake County Revenue Bond Sinking Fund (“County Sinking Fund”) created by Section 72-2-121.3 of the Code from the Highway Fund; and

WHEREAS, pursuant to Section 72-2-121.3 of the Code, the Parties agreed under the 2010 Agreement that that on July 1 of each year beginning July 1, 2011, the State’s Division of Finance of the Department of Administrative Services (Division of Finance) shall transfer from the Highway Fund to the County Sinking Fund an amount equal to (i) two (2) times the debt service requirement necessary to pay principal and interest on the 2010 County Revenue Bonds for the twelve-month period commencing on said July 1 (the “Bond Year”) and (ii) any additional amounts necessary to pay costs of issuance, pay capitalized interest and fund any debt service reserve requirements for such Bond Year; and

WHEREAS, the County imposed a local option highway construction and transportation corridor preservation fee (the “Highway Construction and Preservation Fee”) as authorized under Section 41-1a-1222 of the Code that is included in the Highway Fund Revenues; and

WHEREAS, during the 2013 General Session, the State legislature amended Section 72-2-121 of the Code to provide for the transfer of an amount equal to 50% of the revenue generated by the Highway Construction and Preservation Fee in a county of the first class: (i) to the legislative body of a county of the first class; and (ii) to be used by a county of the first class for: (A) highway construction, reconstruction, or maintenance projects; or (B) the enforcement of State motor vehicle and traffic laws; and

WHEREAS, UDOT has agreed to verify pursuant to Section 72-2-121.3 of the Code that, until the 2010 County Revenue Bonds are paid off, the director of the Division of Finance has transferred from the Highway Fund and the Transportation Investment Fund of 2005 to the County Sinking Fund the amount certified by the County that is necessary to pay: (i) up to two times the debt service requirement necessary to pay debt service on the revenue bonds issued by the County for that fiscal year; and (ii) any additional amounts necessary to pay costs of issuance, pay capitalized interest, and fund any debt service reserve requirements (the "Verification"); and

WHEREAS, the Parties and other State of Utah (the "State") participants entered into an interlocal cooperation agreement on December 10, 2013 (the "2013 Agreement"), to encompass and reflect all terms and conditions for the use and distribution of certain Highway Fund Revenues as between the parties to the 2013 Agreement; and

WHEREAS, the 2013 Agreement provided for the issuance by the County of Excise Tax Road Revenue Bonds (the "2014 Excise Tax Bonds") pursuant to an Excise Tax Indenture of Trust, as amended and supplemented from time to time; and

WHEREAS, the Parties agreed under the 2013 Agreement that that once the verification has been made and continuing after such time as the 2010 County Revenue Bonds are paid off, UDOT agrees to execute the Section 72-2-121(4)(g) fee transfer quarterly within thirty (30) days of the end of each calendar quarter.

WHEREAS, Section 11-14-307(3) of the Code provides that the State of Utah pledged that it will not alter, impair, or limit the excise taxes (including the Highway Construction and Preservation Fee) pledged to such bond that reduces the amounts to be rebated to the County until such bonds have been discharged; and

WHEREAS, during the 2018 General Session, the State legislature amended Section 72-2-121(4)(l) of the Code to provide for the transfer of additional revenue after transfers under Section 72-2-121 (4)(e), the payment under Section 72-2-121(4)(f), and the transfers under Subsection Section 72-2-121(4)(j)(i) have been made, to annually transfer 20% of the amount deposited into the fund under Section 72-2-121 (2)(b) (the "Fee Transfer"); to be used by a county of the first class to fund parking facilities that facilitate significant economic development and recreation and tourism with the state; and

WHEREAS, the 2010 and 2013 Agreements remain in full force and effect;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived here from, and for other

valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Definitions. Terms defined in the foregoing recitals shall, to the extent used but not otherwise defined herein, be used as so defined.

2. Fee Transfer. The UDOT and the County hereby agree as follows:

(a) UDOT will transfer to the County \$17,500,000 from the Transportation Infrastructure Loan Fund within 10 days of effective date of the Loan Agreement between UDOT and County.

(b) Until the 2010 & 2014 County Revenue Bonds are paid off, the UDOT hereby agrees to verify compliance with the 2010 Agreement and 2013 Agreement as soon as practicable after the first day of the State's fiscal year.

(c) Once the Verification has been made and continuing after such time as the 2010 County Revenue Bonds and 2014 Excise Tax Bonds are paid off, UDOT agreed, in the 2013 Agreement, to execute the Section 72-2-121(4)(g) fee transfer quarterly within thirty (30) days of the end of each calendar quarter.

(d) After taking into account the funds due County under the 2010 and 2013 Agreements, UDOT will apply the moneys generated under Section 72-2-121(4)(l) to reimburse the Transportation Infrastructure Loan Fund the \$17,500,000, including an interest rate of 2.98% per annum in accordance with the Loan Agreement. Once the Transportation Infrastructure Loan Fund has been paid back, as stated above, this Agreement shall terminate and UDOT shall pay over any of the available moneys generated under Section 72-2-121(4)(l) to County.

3. Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101, et seq. of the Code. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

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 authorized by the Executive Director of UDOT, and by a resolution of the legislative body of the County, all as required by 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 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. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Executive Director of UDOT, and by the Mayor of 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;

(f) This Agreement shall take effect upon execution and shall run for a term of not to exceed 8 years; and

(g) As provided in Section 11-13-219 of the Interlocal Act, the Parties agree that the County shall cause a notice of this Agreement to be published in the Deseret News and the Salt Lake Tribune, which are hereby designated by the County as the official newspapers for all publications made under the Interlocal Act. Any person in interest may contest the legality of this Agreement for thirty (30) days after the publication of the notice of Agreement. After the thirty (30) days have passed, no one may contest the regularity, formality, or legality of the Agreement or any action performed or instrument issued under the authority of this Agreement for any cause whatsoever.

5. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the Executive Director of UDOT and by Resolution of the governing body of the County, (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 (d) filed in the official records of each Party.

6. Counterparts. This Agreement may be executed in counterparts by the UDOT and the County. In such event, a duly executed original counterpart shall be filed with the keeper of records of each Party pursuant to the Interlocal Act.

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

8. Effective Date. This Agreement shall take effect upon execution by the Parties.

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, N2-100 Salt Lake City, Utah 84190
With a copy to:	Salt Lake District Attorney 35 East 500 South Salt Lake City, Utah 84111
If to UDOT:	Executive Director Utah Department of Transportation P.O. Box 141265 4501 South 2700 West Salt Lake City, Utah 84114-1265

10. 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.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the Fee Transfer, 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.

12. 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 or 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]



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

SALT LAKE COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Reviewed as to Proper Form and Compliance  
with Applicable Law:

\_\_\_\_\_

UTAH DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Proper Form and Compliance  
with Applicable Law:

\_\_\_\_\_  
Assistant Attorney General, Legal Counsel  
Utah Department of Transportation

H:\share\CWANGSGARD\Transportation\UDOT Grant\Interlocal Agreement SL County10.19.18.docx

## EXHIBIT B

### NOTICE OF SALT LAKE COUNTY'S INTENTION TO OBTAIN AND INFRASTRUCTURE LOAN

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Transportation Infrastructure Loan Fund, Title 72, Chapter 2, Utah Code Annotated 1953, as amended, that on October 23, 2017, the County Council (the "Council") of Salt Lake County, Utah (the "Recipient") adopted a resolution (the "Resolution") in which it authorized the execution of an Interlocal Agreement for an infrastructure loan (the "Loan") from the Utah Department of Transportation ("UDOT").

### PURPOSE FOR ISSUING THE LOAN

Pursuant to the Resolution, the Loan proceeds are to be used to support parking facilities that facilitate significant economic development and recreation and tourism with the state.

### PARAMETERS OF THE LOAN

The Loan is from UDOT in the aggregate principal amount of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000), bearing interest of Two and Ninety-Eight One Hundredth of a percent (2.98%) per annum.

### SECURITY PLEDGED FOR THE LOAN

The Loan is secured and paid by UDOT by its application of the proceeds due County under Utah Code Annotated 72-2-121(4)(l).

### OTHER OUTSTANDING LOAN OF THE RECIPIENT

Additional information regarding the Recipient's outstanding Loans, Bonds or obligations may be found in the Recipient's financial report (the "Financial Report") at: <http://auditor.utah.gov/accountability/financial-reports-of-local-governments/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Darrin Casper, Chief Financial Officer at (385) 468-7075.

### TOTAL ESTIMATED COST

Based on the Recipient's current plan of finance and a current interest rates, the total principal and interest cost of the Loan is estimated to be \$19,647,211.

A copy of the Resolution is on file in the office of the County Clerk at the Recipient's offices located at 2001 South State Street, Salt Lake City, Utah, where they may be examined during regular business hours from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution or the Loan, or any provision made for the security and payment of the Loan, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this 23rd day of October, 2018.

/s/ Sherrie Swensen, County Clerk