

RESOLUTION NO. _____

DATE: _____

**RESOLUTION OF THE SALT LAKE COUNTY COUNCIL
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, Salt Lake County ("County") and Utah Department of Transportation ("UDOT") 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.

WHEREAS, UDOT is in need of funds to prepare concept drawings and cost estimates for Preferred Scenarios from the Foothill Drive Implementation Strategy between I-80 and Sunnyside. The County desires contribute funds to prepare the concept drawings and cost estimates.

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that the attached Agreement, Exhibit "A", between County and the UDOT is hereby approved and the Salt Lake County Mayor is authorized to execute the same.

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	_____

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

UTAH DEPARTMENT OF TRANSPORTATION

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”) **UTAH DEPARTMENT OF TRANSPORTATION** (“UDOT”). The County and UDOT may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and UDOT 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.

B. UDOT is in need of funds to prepare concept drawings and cost estimates for Preferred Scenarios from the Foothill Drive Implementation Strategy between I-80 and Sunnyside. The County desires contribute funds to prepare the concept drawings and cost estimates.

AGREEMENT:

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:

1. County Funds. Upon receiving an invoice from UDOT, County shall pay UDOT, Twenty-Five Thousand Dollars and No Cents (\$25,000.00) within 30 days, for Project Costs, all on the terms and subject to the conditions of this Agreement.
2. Project. UDOT will use the County Funds to prepare concept drawings and cost estimates for Preferred Scenarios from the Foothill Drive Implementation Strategy between I-80 and Sunnyside. UDOT is to pay up to Fifty Thousand Dollars and No Cents (\$50,000.00), and Utah Transit Authority is to pay Twenty-Five Thousand Dollars and No Cents (\$25,000.00) toward the Project. Project completion date is July 30, 2019.

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 2 years; and

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
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With a copy to:	Salt Lake District Attorney 35 East 500 South Salt Lake City, Utah 84111
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If to UDOT:	Executive Director Utah Department of Transportation P.O. Box 141265 4501 South 2700 West Salt Lake City, Utah 84114-1265
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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 execute this Agreement on the dates shown below.

SALT LAKE COUNTY:

UDOT :

By: _____
Ben McAdams or Designee

By: _____

Name: _____

Its: _____

Its: _____

Dated: _____, 2018

Dated: _____, 2018

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING, AND ECONOMIC DEVELOPMENT

By Wilford Sommerkorn
Wilf Sommerkorn
Acting Department Director
Dated: __12-18_____, 2018

Approved as to Form and Legality:

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

UDOT ATTORNEY:

Craig J.
By Wangsgard
Deputy District Attorney

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: 2018.12.04 13:28:11 -07'00'

By _____
UDOT Attorney
Dated: _____, 2018



Contract Notification Form

Contract # (if existing) _____

Supplier/Customer Name _____

Supplier/Customer ID _____

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 _____ Courier Address _____

Special Instructions:

Notice of Approved Contract

Attention to _____ Email _____

Attention to _____ Email _____

Attention to _____ Email _____

Contract Expiration

Notice of Expiration email will be sent 90 days prior to contract expiration. This email will be sent to the person(s) who handles contracts for each Division to distribute within the Division.