

INTERLOCAL COOPERATION AGREEMENT

Between

**Wasatch Front Regional Council and
Salt Lake County**

For the Utah Parking Modernization Initiative

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into effective ____ day of _____ 2019 by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development (“County”) and the **WASATCH FRONT REGIONAL COUNCIL**, an Interlocal Entity of the State of Utah, (“WFRC”). The County and the WFRC may each be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the WFRC and the County desire to create a set of resources for local communities to modernize their approach to parking and understand the impacts of parking on mode share, housing affordability, economic development, and collective quality of life, and

WHEREAS, the Parties wish to commit additional resources to advise policy makers and ensure Utah’s competitive advantage of an excellent economy, quality of life, and for other purposes important to the Parties, and

WHEREAS, the Parties 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 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.

NOW, therefore, the Parties hereby AGREE to the following:

1. That WFRC will retain a consulting firm to complete the Scope of Work in Attachment A.
2. That Salt Lake County will contribute \$25,000, as a share in the cost of the study, as outlined in the Budget in Attachment B.
3. That WFRC is the designated contacting Agency for the study.
4. That this agreement is for the period July 1, 2019 through July 1, 2021 and may be terminated by either of the Parties with at least three months written notice.
5. The following provisions are also integral parts of this Agreement:
 - a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the

meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

- c. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- e. Waiver of Breach. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- f. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- h. Time of Essence. Time is the essence of this Agreement.
- i. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- j. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- k. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
- l. Joint Board. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the WFRC's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.
- m. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- n. Manner of Acquiring, Holding, or Disposing of Property. The real property will be acquired, held, or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.
- o. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

- p. Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and WFRC for approval in accordance with Utah Code Ann. § 11-13-202.5.
- q. Copies. Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, WFRC and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

WFRC:

By: _____
Jenny Wilson or Designee

By: _____
Andrew Gruber

Its: _____


Its: Executive Director

Dated: _____, 2019

Dated: _____, 2019

Approved by:

DEPARTMENT OF REGIONAL OPERATIONS:

By: 
Wilf Sommerkorn
Division Director, Division of Planning and Transportation


Dated: 7-25, 2019

Approved as to Form and Legality:

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

ATTORNEY FOR WFRC:

By:  **Jason S. Rose**
Deputy District Attorney

Digitally signed by Jason S. Rose
Date: 2019.07.22 14:48:37 -06'00'

By: _____
Attorney

Dated: _____, 2019

Attachment A
Scope of Work
For
the Utah Parking Modernization Initiative

Parking plays an important role in Utah's transportation system. In some areas, however, parking supply may be higher than necessary. This can lead to an inefficient use of land as well as spread destinations farther apart, making it more difficult and inconvenient to utilize alternative modes of transportation, such as transit, walking and biking.

The Utah Parking Modernization Initiative will explore the question of whether and how much an imbalance exists between parking supply and demand along the Wasatch Front and identify potential strategies to mitigate any imbalance by reducing unnecessary parking. The project will seek to understand how certain factors influence parking supply now and in the future, such as local ordinances, developer and lender preferences, disruptive technology (e.g. TNCs), and others. Local partnership studies will be carried out to provide local context. Solutions and strategies will then be identified and communicated to key stakeholders and decision makers.

This project is separated into two phases. The initial first phase is focused on data collection and the partnership studies and will develop an overview of parking issues, assess existing conditions, and refine the phase two scope of work. The follow-up second phase is focused on identification and implementation of solutions. The project partners may elect to only complete the first phase. The general anticipated tasks for each phase are listed below; specific tasks and deliverables will be included in the consultant contract.

Phase 1

- Data Collection
 - Research and Literature Review
 - Parking Data Collection
- Local Partnership Studies
- Summarize and Compile Key Findings
- Phase 2 Scope Refinement

Phase 2

- Modernization Solutions
 - Set Contexts and Approaches
 - Identify Strategies
 - Design Issues and Flexibility
- Identify and Develop Communication and Dissemination Techniques and Resources
- Share Findings with Key Stakeholders and Decision Makers