

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE WASATCH FRONT REGIONAL COUNCIL PROVIDING FOR AN APPROPRIATION OF \$5,000.00 FOR THE SEVEN GREENWAYS VISIONING PLAN.

WITNESSETH

WHEREAS, WFRC intends to create the Seven Greenways Visioning Plan (“Plan”) to identify potential long-term improvements along the seven major waterways flowing out of the Wasatch Range in Salt Lake County, including: City Creek, Red Butte Creek, Emigration Creek, Parleys Creek, Mill Creek, Big Cottonwood Creek, and Little Cottonwood Creek;

WHEREAS, WFRC will fund much of the Plan by way of the Transportation and Land Use Program grant;

WHEREAS, the Plan will address many possible transportation options including connections for bicycle and pedestrian facilities, links to mass transit, and options for the overall street network;

WHEREAS, the County intends to provide \$5,000.00 as a match from the Regional Transportation Choice Fund (4th Quarter) as set forth in Attachment A; 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.

RESOLUTION

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

1. That the attached Interlocal Agreement between Salt Lake County and the Wasatch Front Regional Council 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 set forth in the Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2020.

Max Burdick, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Burdick	_____
Council Member DeBry	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Newton	_____
Council Member Snelgrove	_____

APPROVED AS TO FORM:

Digitally signed by Jason S.
Rose
Date: 2020.06.05 13:37:10
-06'00'

Jason S. Rose

Senior Attorney

ATTACHMENT A
Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

WASATCH FRONT REGIONAL COUNCIL

AND

SALT LAKE COUNTY

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“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, WFRC intends to create the Seven Greenways Visioning Plan (“Plan”) to identify potential long-term improvements along the seven major waterways flowing out of the Wasatch Range in Salt Lake County, including: City Creek, Red Butte Creek, Emigration Creek, Parleys Creek, Mill Creek, Big Cottonwood Creek, and Little Cottonwood Creek;

WHEREAS, WFRC will fund much of the Plan by way of the Transportation and Land Use Program grant;

WHEREAS, the Plan will address many possible transportation options including connections for bicycle and pedestrian facilities, links to mass transit, and options for the overall street network;

WHEREAS, the County intends to provide \$5,000.00 as a match from the Regional Transportation Choice Fund (4th Quarter) as set forth herein; 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. Upon execution of this Agreement, the County shall transfer Five Thousand Dollars (\$5,000.00) from the Regional Transportation Choice Fund (4th Quarter) to the WFRC to be used for the creation of the Plan as described herein.
2. The WFRC shall use the funding consistent with the requirements of the Regional Transportation Choice Fund (4th Quarter), to develop transportation options as a part of the Plan and as required under Utah law and this Agreement.

3. This Agreement shall terminate as of January 31, 2022, consistent with the Letter of Concurrence and Match Agreement, attached hereto as Exhibit A and incorporated by reference.
4. 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. Recitals. The Recitals set forth above 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.
 - m. 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.

n. *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.

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

SALT LAKE COUNTY:

WFRC:

By: _____
Jenny Wilson or Designee

By: _____
Andrew Gruber

Dated: _____, 2020

Dated: _____, 2020

Approved by:

REGIONAL TRANSPORTATION AND PLANNING

By: _____
Ryan Perry

Dated: _____, 2020

Approved as to Form and Legality:

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

ATTORNEY FOR WFRC:

By: **Jason S. Rose** _____
Senior Attorney

Digitally signed by Jason S. Rose
Date: 2020.06.05 13:37:43 -06'00'

By: _____
Attorney

Dated: _____, 2020



LETTER OF CONCURRENCE AND MATCH AGREEMENT

This Letter of Concurrence represents a formal agreement between the Wasatch Front Regional Council and Salt Lake County for the information below, consistent with the application submitted by Salt Lake County to WFRC for assistance through Transportation and Land Use Connection.

PROJECT INFORMATION

Project Title: Seven Greenways Vision

Project Manager: Jake Young

City Address: 2001 S State Street s2-100 PO Box 144575 SLC, UT 84114

Manager Email: jayoung@slco.org

Manager Phone: 385-468-4859

LOCAL GOVERNEMENT MATCH AGREEMENT

Cash Amount: \$5,000

Note: Multiple municipalities have committed matching funds to this effort.

TRANSPORTATION AND LAND USE CONNECTION RESOURCES

Financial Contributions: \$135,000

Consultant Budget Total: \$150,000

GENERAL TIMELINE

Start Date: July 1, 2020

End Date: January 2022

SUMMARY OF DELIVERABLES

Multi-jurisdictional Vision

Date

Mayor/Approved Appointee