

ERIC D. SHAW  
DIRECTOR

# SALT LAKE CITY CORPORATION

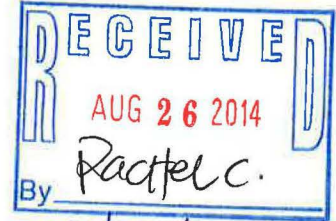
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT  
OFFICE OF THE DIRECTOR

MARY DE LA MARE-SCHAEFER  
DEPUTY DIRECTOR

SCANNED TO: *Mayor*  
SCANNED BY: *Rachel*  
DATE: RALPH BECKER  
MAYOR

  
David Everitt, Chief of Staff

## CITY COUNCIL TRANSMITTAL



Date Received: 08/26/2014  
Date sent to Council: 09/16/2014

**TO:** Salt Lake City Council  
Charlie Luke, Chair

**DATE:** August 21, 2014

**FROM:** Eric Shaw, CED Director 

**SUBJECT:** Resolution authorizing the approval of an interlocal cooperation agreement between Salt Lake City and Salt Lake County with respect to the County's award of \$145,000 to the City for the purpose of financing highway construction, reconstruction and maintenance projects.

**STAFF CONTACT:** Robin Hutcheson, Transportation Director  
801-545-6630, [robin.hutcheson@slcgov.com](mailto:robin.hutcheson@slcgov.com)

Jaysen Oldroyd, Sr. City Attorney  
801-535-7630, [Jaysen.oldroyd@slcgov.com](mailto:Jaysen.oldroyd@slcgov.com)

**COUNCIL SPONSOR:** Exempt

**DOCUMENT TYPE:** Resolution

**RECOMMENDATION:** That the City Council adopt the resolution.

**BUDGET IMPACT:** Increases the balance of two Capital Improvement Program cost centers by a total of \$145,000.

### BACKGROUND DISCUSSION:

As part of Salt Lake County Mayor Ben McAdams's commitment to regional active transportation projects, approximately \$800,000 was budgeted for region-wide capital roadway infrastructure in 2014. In April 2014, Salt Lake County requested that municipal partners submit funding requests for "paint-ready" active transportation bikeway projects that could be completed in 2014 as an initial effort to use the funds. The County expressed an interest in partnering on city projects that contribute to a region-wide active transportation network. As this was the first year to distribute these funds, no application was required and the process consisted

451 SOUTH STATE STREET, ROOM 404

P.O. BOX 145486, SALT LAKE CITY, UTAH 84114-5486  
451 SOUTH STATE STREET, ROOM 505, P.O. Box 145478, SALT LAKE CITY, UT 84114-5478  
TELEPHONE: 801-535-6230 FAX: 801-535-6005  
TELEPHONE: 801-535-7788 FAX: 801-535-7640  
WWW.SLCGOV.COM/CED



of an email response with project descriptions and the amount of funding requested for each. No city match is required.

Salt Lake City responded with a request to partner with the County on three projects previously funded through the City's Capital Improvement Program and requested funding assistance as follows:

- 1) 300 South Protected Bike Lanes (83-14048), \$125,000
- 2) 200 West Protected Bike Lanes (83-14048), \$100,000
- 3) Sunnyside Avenue Bike Lanes Widening and Shared Lane Markings (83-14039), \$20,000

In May 2014, Salt Lake County notified the City they would partner on project numbers 1 and 3 above in the amounts of \$125,000 and \$20,000 respectively, for a total award of \$145,000.

**PUBLIC PROCESS:** N/A

RESOLUTION NO. \_\_\_\_\_ OF 2014

Authorizing the approval of an interlocal cooperation agreement between Salt Lake City Corporation and Salt Lake County with respect to the County's award of \$145,000 to the City for the purpose of financing highway construction, reconstruction and maintenance projects.

WHEREAS, Utah Code Title 11, Chapter 13 allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah as follows:

1. It does hereby approve the execution and delivery of the following interlocal agreement providing funding to the City for the financing of highway construction, reconstruction and maintenance projects:

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND SALT LAKE CITY CORPORATION EFFECTIVE ON THE DATE IT IS SIGNED BY ALL PARTIES.

2. Ralph Becker, Mayor of Salt Lake City, Utah or his designee is hereby authorized to approve, execute, and deliver said agreement of behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, subject to such minor changes that do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2014

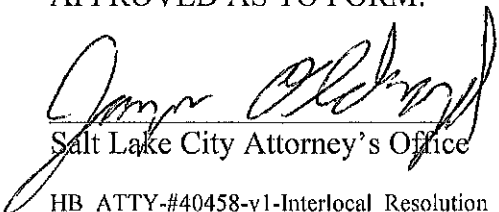
SALT LAKE CITY COUNCIL

By: \_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:

  
Salt Lake City Attorney's Office

**INTERLOCAL COOPERATION AGREEMENT**

**between**

**SALT LAKE COUNTY**

**and**

**SALT LAKE CITY**

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 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.

**WITNESSETH:**

WHEREAS, the County and the City are public agencies as defined by Chapter 11-13, UTAH CODE ANN. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., the County has imposed a local option highway construction and transportation corridor preservation fee on each motor vehicle registration within the County; and

WHEREAS, fifty-percent of the revenue generated by said fee is deposited into the County of the First Class State Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN.; and

WHEREAS, during the 2013 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide a portion of the revenue in the County of the First Class State Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain purposes; and

WHEREAS, the County desires to use the revenue to further regional development in Salt Lake County by financing all or a portion of the costs of certain highway construction, reconstruction and maintenance projects throughout the County in accordance with applicable law; and

WHEREAS, the County and the City desire to enter into this Agreement to provide for \$145,000 of the revenue to be transferred to the City to pay for highway construction, reconstruction, or maintenance projects.

## A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Revenue – Use. The County and the City hereby agree as follows:

(a) Upon full execution of this Agreement, the County shall transfer One Hundred Forty-Five Thousand Dollars (\$145,000 hereinafter referred to as the “Revenue”) to the City. The Revenue shall be used by the City for certain highway construction, reconstruction, or maintenance projects on 300 South from 300 West to 600 East and on Sunnyside Avenue from 1300 East to Foothill Drive, consistent with Section 72-2-121, UTAH CODE ANN., and in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) The City warrants that it shall use the Revenue transferred to the City by the County pursuant to subparagraph 1(a), above, only to pay for highway construction, reconstruction, or maintenance projects, consistent with Section 72-2-121, UTAH CODE ANN., and in accordance with all other applicable federal, state and local laws, rules and regulations. The City shall make a good faith effort to expend the Revenue by June 30, 2015.

2. Final Reporting. Within thirty days after completion of the project described in Section 1(a), but by no later than June 30, 2015, the City shall prepare and submit a final reporting to the County of the expenditure of the Revenue received by the City. The report shall include an accounting to show all the Revenue received by the City was used for the project described in Section 1(a).

3. Liability and Indemnification.

(a) The City and the County are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

(b) The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of, the City’s breach of this Agreement or any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. 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.

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 approved by each Party pursuant to 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 taken pursuant to this Agreement, and for any financing of such costs; and

(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 mayors of the City and 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.

5. Counterparts. This Agreement may be executed in counterparts by the City and the County.

6. 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, N2100  
Salt Lake City, Utah 84190

With a copy to: Salt Lake District Attorney  
2001 South State, S3700  
Salt Lake City, Utah 84190

If to the City: Salt Lake City Corporation  
Attn: Sherrie Collins  
451 South State Street  
Salt Lake City, Utah 84114

7. County Ethical Standards. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

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

9. 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.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, 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; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

11. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (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 the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

12. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or 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 on the earlier of (i) the completion of the project described in Section 1(a); or (ii) June 30, 2015.

13. Termination. Except as set forth in Section 12, above, this Agreement may only be terminated by written consent of the County and the City. Upon termination of this Agreement, if any of the \$145,000 transferred to the City is unexpended, then the City shall return all such unexpended Revenue to the County. The disposition of any other real or personal property shall be handled as set forth above in Section 4(e).

14. 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 of 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 \_\_\_\_\_  
Mayor Ben McAdams or Designee

Approved as to Form and Legality:  
Salt Lake County District Attorney

By \_\_\_\_\_  
Deputy District Attorney  
Date \_\_\_\_\_

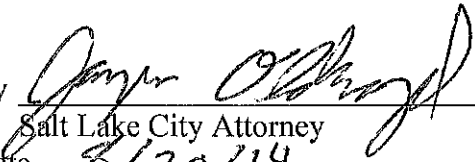
**SALT LAKE CITY**

By \_\_\_\_\_  
Mayor \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to Form and Legality:

By  \_\_\_\_\_  
Salt Lake City Attorney  
Date 8/20/14