

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve the Interlocal Cooperation Agreement (Agreement) between Salt Lake County and the City of West Jordan (City) for highway construction, reconstruction or maintenance project.

SUMMARY: Approve the Interlocal Cooperation Agreement to transfer \$47,000 to the City to be used for highway construction, reconstruction and maintenance projects on 2700 West, 4000 West and 4800 West and allocate the deposited funds to establish bike lanes and signs.

FISCAL IMPACT: An estimated yearly striping maintenance of \$2,000.

STAFF RECOMMENDATION:

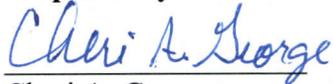
Staff recommends that City Council approve the Interlocal Cooperation Agreement between Salt Lake County and the City of West Jordan and to allocate the \$47,000 to install bike lanes.

MOTION RECOMMENDED:

"I move to approve Resolution 14-154 authorizing the Mayor to execute the Interlocal Cooperative Agreement for the highway construction, reconstruction and maintenance projects with funds allocated to bike lanes and signs.

Roll Call vote required

Prepared by:



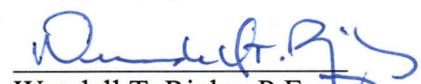
Cheri A. George
Executive Assistant

Reviewed by:



Nate Nelson, P.E.
City Engineer

Reviewed by:



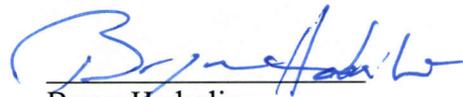
Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to legal form:



Jeff Robinson
City Attorney

Recommended by:



Bryce Haderlie
City Manager

BACKGROUND DISCUSSION:

Salt Lake County receives revenue generated by the highway construction and transportation corridor preservation fee, of which fifty percent is deposited into the First Class State Highway Projects Fund. During the 2013 State Legislature General Session, Section 72-2-121, Utah Code Ann., was amended to provide a portion of the fee revenue in the County of the First Class State Highway Projects Fund be transferred to the legislative body of Salt Lake County. Based upon the amended Utah Code, the City qualifies for a portion of the funds in the amount of \$47,000.

The Interlocal Cooperation Agreement states that the County shall transfer \$47,000 to the City to pay for highway construction reconstruction or maintenance projects. City staff have been working with the County to install bike lanes and signs on 2700 West from 9400 South to 6800 South; 4000 West from 9400 South to 7000 South; and 4800 West from 10000 South to 6200 South as part of their Active Transportation Program. These are major bike lanes planned in the County that also connect to transit stations mainly on the Mid-Jordan Light Rail line. The installation of bike lanes on collector and arterial streets in the City is consistent with the current Master Transportation Plan.

Attachments:

Resolution

Interlocal Cooperative Agreement

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-154

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY OF WEST JORDAN

Whereas, the City Council of the City of West Jordan has reviewed the Interlocal Agreement between Salt Lake County and the City of West Jordan for highway construction, reconstruction or maintenance project in amount of \$47,000; and

Whereas, the City Council desires that the \$47,000 be allocated for bike lanes and signs; and.

Whereas, the City Council desires to authorize the Mayor to sign the Interlocal Cooperative Agreement;

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form, the Mayor is hereby authorized to execute the Interlocal Agreement between Salt Lake County and the City of West Jordan for highway construction, reconstruction or maintenance project and allocate the funds for bike lanes and signs.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 27th day of August 2014.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

WEST JORDAN 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 West Jordan 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 \$47,000 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 Forty Seven Thousand Dollars (\$47,000) 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 2700 West from 9400 South to 6800 South, 4000 West from 9400 South to 7000 South and on 4800 West from 10000 South to 6200 South, 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 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: West Jordan City
8000 South Redwood Road
West Jordan, UT 84088

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 \$47,000 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]

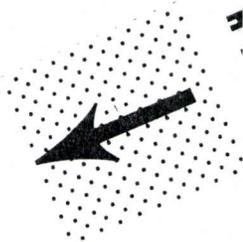
IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

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 _____



WEST JORDAN CITY

By _____
Mayor _____

ATTEST:

City Recorder

Approved as to Form and Legality:

By Daniel Alcorn
West Jordan City Attorney
Date 8-18-14