



**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: November 18, 2015

AGENDA ITEM: **Resolution No. 15-32** – A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY TO PROVIDE FOR \$1,200,000 TO BE TRANSFERRED TO THE CITY OF TAYLORSVILLE TO USE FOR HIGHWAY PURPOSES

PUBLIC HEARING REQUIRED – YES ___ NO X

RESOLUTION/ORDINANCE REQUIRED: ORDINANCE ___ RESOLUTION X NONE
—

PRESENTER: Wayne Harper, Economic Development Director

ISSUE SUMMARY: Consider Resolution No. **15-32** – A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY TO PROVIDE FOR \$1,200,000 TO BE TRANSFERRED TO THE CITY OF TAYLORSVILLE TO USE FOR HIGHWAY PURPOSES

COMMISSION / ADVISORY BOARD RECOMMENDATION:

CITY ATTORNEY (Approved as to form):

ACTION REQUIRED: Consideration / Motion to Approve Resolution No. **15-32**

CONTACT INFO: Wayne Harper

ATTACHMENTS:

- Resolution No. **15-32**

TAYLORSVILLE, UTAH
RESOLUTION NO. 15-32

**A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING EXECUTION OF
AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY TO
PROVIDE FOR \$1,200,000 TO BE TRANSFERRED TO THE CITY OF
TAYLORSVILLE TO USE FOR HIGHWAY PURPOSES**

WHEREAS, the Taylorsville City Council (the "Council") met in regular session on November 18, 2015, to consider, among other things, approving execution of an interlocal cooperation agreement with Salt Lake County to provide for \$1,200,000 to be transferred to the City of Taylorsville (the "City") to use for highway purposes (the "Interlocal Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, pursuant to UTAH CODE ANN. §41-1a-1222, Salt Lake County (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 Highway Projects Fund pursuant to UTAH CODE ANN. § 72-2-121, along with other moneys deposited therein, including certain sales and use taxes and voluntary contributions; and

WHEREAS, during the 2015 General Session, the State legislature amended UTAH CODE ANN. § 72-2-121 to provide that \$25,000,000 from the County of the First Class Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain highway purposes; and

WHEREAS, the County desires to use the revenue to further regional development in Salt Lake County for the purposes described in UTAH CODE ANN. § 72-2-121, and in accordance with other applicable law; and

WHEREAS, the County and the City now desire to enter into an Interlocal Cooperation Agreement to provide for \$1,200,000 of the revenue to be transferred to the City to pay for the highway purposes described in UTAH CODE ANN. § 72-2-121; and

WHEREAS, the Council has determined that it would be in the best interests of the citizens of the City to approve the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Taylorsville City Council hereby approves the execution of an interlocal cooperation agreement with Salt Lake County to provide for \$1,200,000 to be transferred to the City of Taylorsville to use for highway purposes, as described in Exhibit "A", attached herein.

This Resolution, assigned Resolution No. 15-32, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this _____ day of _____, 2015.

TAYLORSVILLE CITY COUNCIL

Kristie S. Overson, Chairman

SEAL

VOTING:

Dama Barbour	___	Yea	___	Nay
Ernest Burgess	___	Yea	___	Nay
Brad Christopherson	___	Yea	___	Nay
Dan Armstrong	___	Yea	___	Nay
Kristie Overson	___	Yea	___	Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this ___ day of _____, 2015.

APPROVED this ___ day of _____, 2015.

Lawrence Johnson, Mayor

ATTEST:

Cheryl Peacock Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ___ day of _____, 2015.

RECORDED this ___ day of _____, 2015.



Ralph Chamness
Chief Deputy
Civil Division

Lisa Ashman
Administrative
Operations

SIM GILL
DISTRICT ATTORNEY

Jeffrey William Hall
Chief Deputy
Justice Division

Blake Nakamura
Chief Deputy
Justice Division

MEMORANDUM

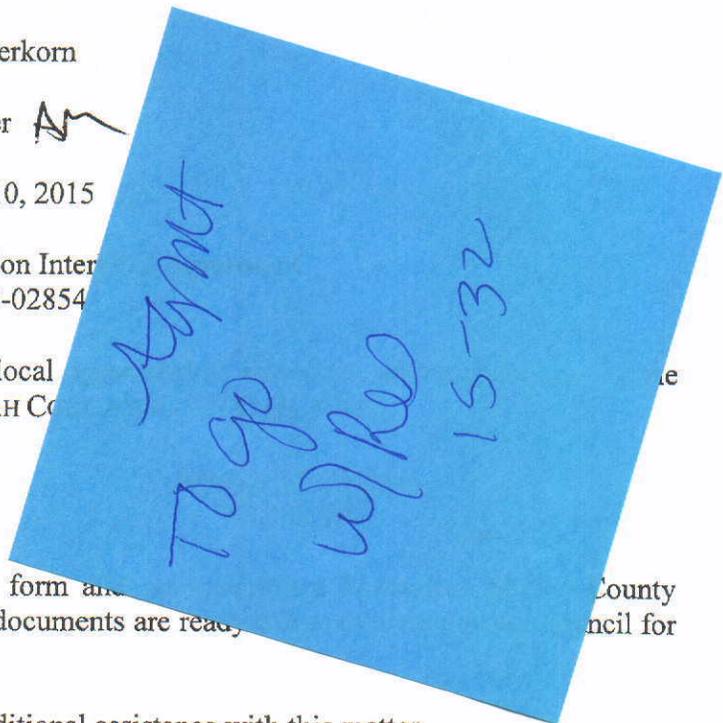
TO: Wilf Sommerkorn
FROM: Adam Miller *AM*
DATE: November 10, 2015
RE: Transportation Inter
D.A. No. 15-02854

Enclosed please find the following interlocal
County under Section 72-2-121(4)(i), UTAH CO

City
Taylorsville City

The agreement has been approved as to form and
Council (also approved as to form). The documents are ready
further action.

Please call me at x87774 if you require additional assistance with this matter.



RESOLUTION NO. _____, 2015

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TAYLORSVILLE CITY TO PROVIDE FOR \$1,200,000 TO BE TRANSFERRED TO TAYLORSVILLE CITY TO USE FOR HIGHWAY PURPOSES

WITNESSETH

WHEREAS, pursuant to Section 41-1a-1222, UTAH CODE ANN., Salt Lake 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 Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN., along with other moneys deposited therein, including certain sales and use taxes and voluntary contributions; and

WHEREAS, during the 2015 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide \$25,000,000 from the County of the First Class Highway Projects Fund be transferred to the legislative body of Salt Lake County to be used for certain highway purposes; and

WHEREAS, the County desires to use the revenue to further regional development in Salt Lake County for the purposes described in Section 72-2-121, UTAH CODE ANN., and in accordance with all other applicable law; and

WHEREAS, the County and Taylorsville City now desire to enter into an Interlocal Cooperation Agreement to provide for \$1,200,000 of the revenue to be transferred to the City to pay for the highway purposes described in Section 72-2-121, UTAH CODE ANN.; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 2015.

SALT LAKE COUNTY COUNCIL:

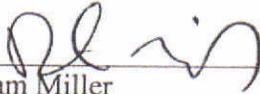
By: _____
Richard Snelgrove, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 10 Nov 2015

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 Newton voting _____
Council Member Snelgrove voting _____
Council Member Wilson voting _____

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

TAYLORSVILLE CITY

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this ____ day of _____, 2015, by and between Salt Lake County, a body corporate and politic of the State of Utah (the "County"); and Taylorsville 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 Highway Projects Fund pursuant to Section 72-2-121, UTAH CODE ANN., along with other moneys deposited therein, including certain sales and use taxes and voluntary contributions; and

WHEREAS, during the 2015 General Session, the State legislature amended Section 72-2-121, UTAH CODE ANN., to provide \$25,000,000 from the County of the First Class 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 for the purposes described in Section 72-2-121, UTAH CODE ANN., and in accordance with all other applicable law; and

WHEREAS, the County and the City desire to enter into this Agreement to provide for \$1,200,000 of the revenue to be transferred to the City to pay for the purposes described in Section 72-2-121, UTAH CODE ANN.;

A G R E E M E N T:

NOW, THEREFORE, in reliance on the stated recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived herefrom, 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) The County shall transfer One Million Two Hundred Thousand Dollars (\$1,200,000, hereinafter referred to as the “Revenue”) to the City. The Revenue shall be used by the City for any purpose described in 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 for purposes described in 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 July 1, 2017.

2. Cost Breakdown. Upon its expenditure of the Revenue, the City shall provide a cost breakdown report to the County accounting for such expenditures.

3. Unexpended Revenue. If the City determines it is unable to use any portion of the Revenue for the purposes described in Section 72-2-121, UTAH CODE ANN., then it shall return any such unexpended Revenue to the County.

4. 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.

5. 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.

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

7. 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

With a copy to: Salt Lake County District Attorney
2001 South State, S3-600
Salt Lake City, Utah 84190

If to the City: Taylorsville City
2600 West Taylorsville Blvd.
Taylorsville City, Utah 84129

8. 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.

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

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 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.

12. 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 the 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.

13. 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 full expenditure, by the City, of the Revenue and the associated reporting described in Section 2, above; or (ii) July 1, 2017. If on July 1, 2017, the City has not expended all the Revenue in accordance with subparagraph 1(a), then all such unexpended Revenue shall be returned to the County.

14. Termination. Except as set forth in Section 13, 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 \$1,200,000 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 5(e).

15. 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.

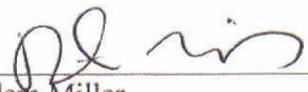
[SIGNATURE PAGE TO FOLLOW]

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 
Adam Miller
Deputy District Attorney
Date 10 Nov 2015

TAYLORSVILLE CITY

By _____
Mayor _____

ATTEST:

City Recorder

Approved as to Form and Legality:

By _____
Taylorsville City Attorney
Date _____