

**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: December 2, 2015

AGENDA ITEM: Resolution 15-36: A Resolution of the City of Taylorsville Approving the Execution of an Interlocal Cooperation Agreement with the Utah Transit Authority to Conduct a Transportation Study of Redwood Road.

PUBLIC HEARING REQUIRED: YES ___ NO X

RESOLUTION/ORDINANCE REQUIRED:

ORDINANCE ___ **RESOLUTION** X **NONE** ___

PRESENTER: Mark McGrath

ISSUE SUMMARY:

Various cities in Salt Lake County along the Wasatch Front desire to partner with the Utah Transit Authority to conduct a transportation study along Redwood Road from the northern part of Salt Lake City to 11400 South. The purpose of the study is to identify preferred transportation alternatives for Redwood road, including transit, roadway, and active transportation investments based upon cost, funding competitiveness, and travel demand analyses. The study is intended to improve the quality of life for residents along the Wasatch front. The City has already contributed funds to facilitate the completion of the study. The study was then not completed, but has now been revived. Under the current Agreement, the City is to contribute \$35,000. The Utah Transit Authority will reimburse the City for the difference between the funds the City has already paid and the funds the City is to contribute under the current Agreement.

STAFF RECOMMENDATION:

Staff recommends that the Council approve Resolution 15-36.

CITY ATTORNEY (Approved as to form):

Reviewed by City Attorney's Office on November 25, 2015.

ACTION REQUIRED.

ATTACHMENTS:

Exhibit A – Interlocal Cooperation Agreement.

CONTACT FOR FURTHER INFO:

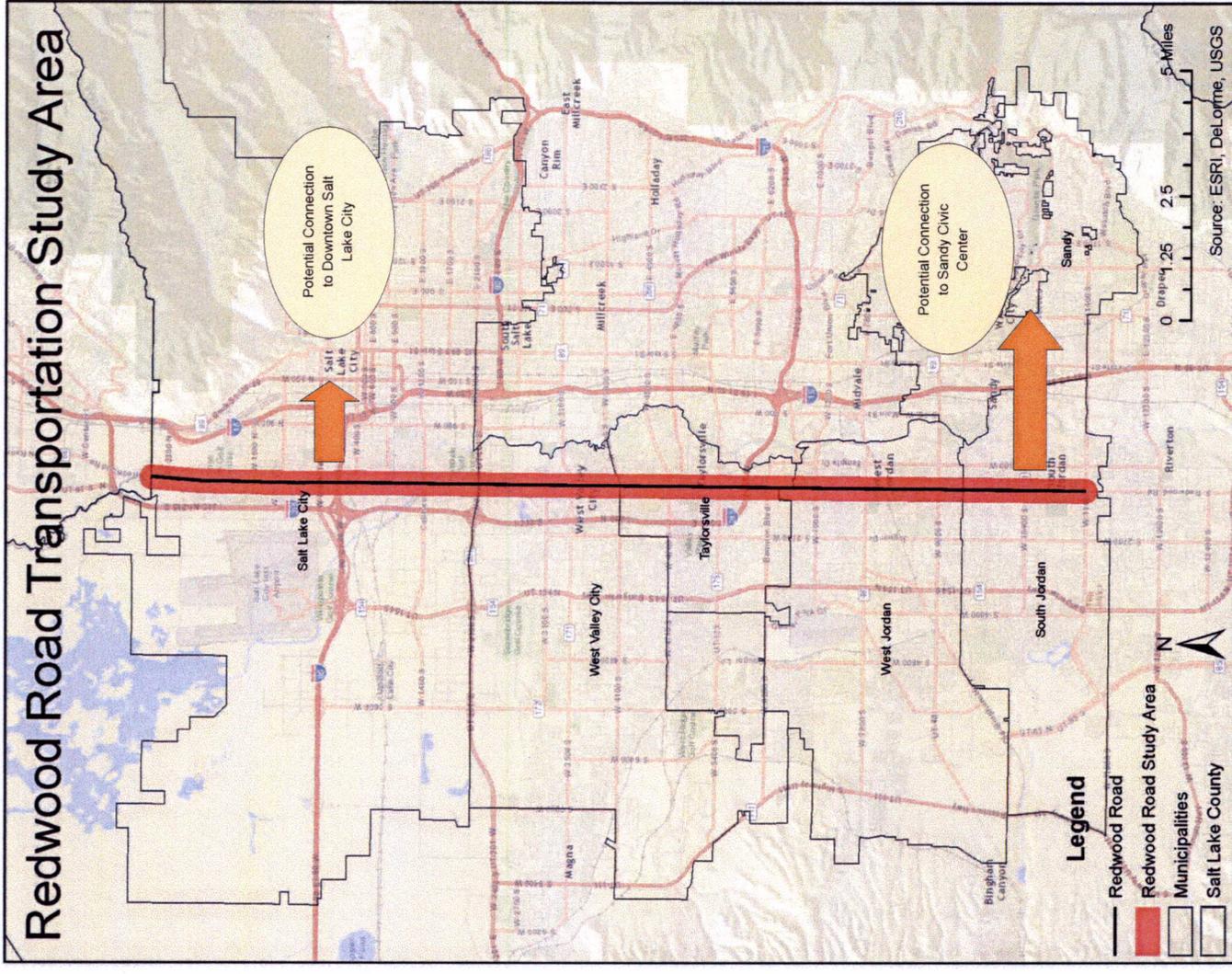
Mark McGrath

What is the Redwood Road Transportation Study?

- ◆ A collaborative effort between Salt Lake City, West Valley City, Taylorsville, West Jordan, South Jordan, Sandy, Salt Lake County, UDOT, UTA, and WFRM
 - ◆ An analysis and identification of the transportation needs of Redwood Road through 2040 from a corridor-wide perspective
- ## What will the Study do?
- ◆ Describe existing traffic, ridership, and physical constraints and then perform a baseline projection of how the corridor will evolve over time
 - ◆ Engage cities, businesses, and the public through interviews, focus groups, and surveys to gather stakeholder input
 - ◆ Produce a long list of various transit and roadway investment alternatives based upon stakeholder desires, traffic modelling, and opportunities for connectivity
 - ◆ Narrow the long list to produce a short list of alternatives based on established screening criteria

What will be the outcome of the Study?

- ◆ Identification of a Preferred Transportation Alternative for Redwood Road that includes transit, roadway, and active transportation investments from the short list based upon cost, funding competitiveness, and travel demand analysis
- ◆ Next steps for implementation of the Preferred Transportation Alternative including phasing and project development



**REDWOOD ROAD TRANSPORTATION STUDY
INTERLOCAL AGREEMENT**

This Redwood Road Transportation Study Interlocal Agreement (the "Agreement") is entered into this ___ day of _____, 2015, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), Salt Lake City Corporation ("SLC"), West Valley City ("WVC"), City of Taylorsville ("Taylorsville"), the city of West Jordan ("WJ"), South Jordan City ("SJ"), Salt Lake County ("SL County"), Sandy City ("Sandy"), the Utah Department of Transportation ("UDOT"), and Wasatch Front Regional Council ("WFRC"). UTA, SLC, WVC, Taylorsville, WJ, SJ, SL County, Sandy, UDOT and WFRC are hereinafter collectively referred to as "Parties" and each may be referred to individually as "Party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the Parties support the goals of partnering toward increasing the quality of life for residents along the Wasatch Front, in part through analysis of transportation projects that will help meet the needs of the parties; and

WHEREAS, each of the Parties desires to contribute funds to facilitate completion of a transportation study of the area from the northern boundary of Salt Lake City to 11400 South along Redwood Road (the "Project"); and

WHEREAS, completion of the Project will serve the public interest by providing important information to assist the Parties in decision-making along the Project study area.

AGREEMENT

NOW, THEREFORE, 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. **Purpose of Agreement.** This Agreement outlines the terms and conditions pursuant to which the Parties will cooperate to procure a consultant to complete the Project, as more fully described in the Scope of Work, attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **Funds.** Each of the Parties agree to contribute funds necessary to complete the Project, as follows:

UTA	\$200,000
SLC	\$35,000
WVC	\$35,000
Taylorsville	\$35,000
WJ	\$35,000

SJ	\$35,000
SL County	\$35,000
Sandy	\$10,000
UDOT	\$70,000
WFRC	\$15,000 in-kind

Unless specifically agreed to in writing, no Party will be required to contribute additional funds hereunder.

3. Delivery of Funds. No later than July 31, 2016, each of the Parties hereto shall have delivered to UTA the funds described in paragraph 2 above. UTA shall manage payment to the selected consultant in accordance with the contract. At the end of the Project, UTA shall return un-spent funds, if any, to the funding Parties on a pro rata basis.

4. Representatives. UTA will serve as the lead agency for the Project, and will exercise contracting authority over the consultant selected to complete the Project (the "Consultant"). UTA's Project Manager will be John Close. UTA's Project Manager will provide each of the Parties with regular reports of progress and expenditures. The Parties will designate a representative to attend any Project management meetings. The representative of each Party together constitute the Project Steering Committee. The representative of each Party is as follows:

UTA	John Close
SLC	Alexis Verson
WVC	Steve Pastorik
Taylorsville	Mark McGrath
WJ	Ray McCandless
SJ	Jake Warner
SL County	Wilf Sommerkorn
Sandy	Ryan Kump
UDOT	T. Patrick Cowley
WFRC	Ned Hacker

A Party may change its designated representative by notifying the other Parties of the change, in writing. In the event UTA's Project Manager, or any of the representatives determine that comments or decisions are necessary regarding the progress of the Project or any deliverables of the Consultant, the Project Steering Committee will hold a Project management meeting, and each representative will have an equal vote in making such decision.

5. Policy Committee. Each Party will appoint one member to a Policy Committee for the Project. A Party may change its designated Policy Committee member by notifying the other Parties of the change, in writing. The Policy Committee will focus on the overall results and conduct of the Project, and will address any disputes among the Parties involving the Project. All actions of the Policy Committee shall be taken by majority vote at a regularly scheduled meeting with a quorum of members present. Each Project Policy Committee member may designate one alternate member to attend Policy Committee meetings provided, however, that each member will exercise only one vote at a Policy Committee meeting. All members of the

Policy Committee shall be equal in authority. The Policy Committee will meet quarterly or as necessary. The initial representatives of the Policy Committee are as follows:

UTA	Matt Sibul
SLC	Robin Hutcheson
WVC	Nicole Cottle
Taylorsville	To be determined
WJ	Mark Palesh
SJ	Brian Preece
SL County	Carlton Christensen
Sandy	Ryan Kump
UDOT	Nathan Lee
WFRC	Andrew Gruber

6. Procurement. Selection of the Consultant for the Project shall be completed by public procurement process in accordance with, and as required by, appropriate Federal and State procurement law. UTA shall prepare and release the request for proposals. The Project Steering Committee will review proposals by qualified firms and select a single Consultant to complete the Project. The Consultant will be selected pursuant to the qualifications-based process outlined in the procurement documents. Following negotiations and upon approval of a Consultant contract (the "Contract") by the Project Steering Committee, UTA will enter into the contract with the selected Consultant. Unless otherwise agreed to by all Parties, the contract will contain a not-to-exceed amount that is within the total project budget described above.

7. Amendment, Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by the Parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

8. Entire Agreement. This Agreement constitutes the entire Agreement by and between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by the Parties.

9. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

10. Governmental Immunity. With the exception of WFRC, each Party is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No Party waives any defenses otherwise available under the Governmental Immunity Act.

11. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

12. 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 authorized by resolution of the legislative body of 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 done 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 chief executive of each Party. 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.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Signature Page for Redwood Road Transportation Study Interlocal Agreement

UTAH TRANSIT AUTHORITY

By _____
Its _____

By _____
Its _____

Approved as to Form

UTA Legal Counsel

Signature Page for Redwood Road Transportation Study Interlocal Agreement

SALT LAKE CITY CORPORATION,
a Utah municipal corporation

By _____
Its _____

By _____
Its _____

ATTEST:

City Recorder

Approved as to Form

City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

WEST VALLEY CITY

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

CITY OF TAYLORSVILLE

By _____
Its _____

By _____
Its _____

Approved as to Form

City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

WEST JORDAN

By _____
Its _____

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Approved as to Form

City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

SOUTH JORDAN CITY

By _____
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Approved as to Form

City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

SALT LAKE COUNTY

By _____
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Approved as to Form

County Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

SANDY CITY

By _____
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By _____
Its _____

Approved as to Form

City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

UTAH DEPARTMENT OF TRANSPORTATION

By _____
Its _____

By _____
Its _____

Approved as to Form

Assistant Attorney General

Signature Page for Redwood Road Transportation Study Interlocal Agreement

WASATCH FRONT REGIONAL COUNCIL

By _____
Its _____

By _____
Its _____

Approved as to Form
