



Greater Salt Lake Municipal Services District Budget Adjustment Form

Budget Year 2019

Date of Adjustment May 8, 2019

Adjustment Amount	Account Number	Project Number	Account Name/Description	Original Budget	Amended Budget
(\$250,000.00)	97-3100.850		UDOT Grant	0.00	(250,000.00)
\$250,000.00	97-5610.767		White City (Sandy) Canal Trail	0.00	250,000.00
(\$31,000.00)	97-3100.850		UDOT Grant	0.00	(31,000.00)
(\$10,190.00)	97-3100.95		Use of Fund Reserves	0.00	(10,190.00)
\$31,000.00	97-5610.765		Sidewalk So side of Lodestone Ave. (6000 W)	0.00	31,000.00
\$10,190.00	97-5610.765		Match to Lodestone Ave Project	0.00	10,190.00
(\$500,000.00)	97-3100.850		Grant-Office of Regional Choice Funds	0.00	500,000.00
\$500,000.00	97-5610-767		Sego Lily Drive Safety Improvement	0.00	500,000.00

Reason/Justification for Adjustment

Funding received for projects

General Manager Authorization

Bart Barker, General Manager

Board Chair Authorization

Joe Smolka, Board Chair

Authorized this _____ Day of _____ 2019

**UDOT
TRANSPORTATION ALTERNATIVE PROJECT FUNDS
APPLICATION/DATA SHEET**

City/County White City Date 09/25/2018

Location of Project Sandy Canal Trail between Carnation Drive and 10600 South

Posted speed limit (if any) n/a

Type of improvement proposed Multi-Use Trail for walking, running and bicycles

Proposed improvement begins at South side of Carnation Drive (10150 South)

And ends at North side of 10600 South Maps are helpful.

Estimated cost of improvement (attach estimate) \$350,000

Provide a preliminary anticipated schedule with environmental, design, ROW, construction and completions as part of the schedule if funding is available July 1, 2018

Amount to be provided by the City/County \$100,000
(Minimum 25%)

Will the City/County agree to acquire any necessary Right of Way (may be used towards the 25% match)? Yes x No

Please provide a short description of the project. (no more than 2 paragraphs) Include the benefits of the project and any potential challenges the project may have.

The Sandy Canal is no longer used for irrigation and is in the process of being converted into a trail system. The trail will eventually extend from Draper City to north of Sandy and provide access to Dimple Dell Regional Park. This project is in coordination with Sandy City to complete 2500 linear feet of multi-use trail improvements. This project will connect the section of trail on the south (10600 South) to north section at Carnation Drive which includes a bridge spanning Dimple Dell Park. This project section is currently in design and is planned for construction in 2019.

The project is a 12 foot wide asphalt trail and will be ADA accessible. The completion of this section of trail allows recreational users to begin in Draper and end in Sandy City, walking, biking or jogging. This benefits many communities including Draper, Sandy City, White City, and the surrounding area to use year round. This project is a top priority for White City and greatly supported by their Council.

Please provide any additional data that will help understand the need of the project.

Contact for City/County: Madeline Francisco-Galang White City Engineer
Name (please print) Title

Phone number: 385-468-6600

Sandy Canal Trail between Carnation Drive and 10600 South

ACTIVITY

DATE START DATE FINISH

Plans, Specifications and Estimate 100%

Fall 2018

100% Review

Fall 2018

Finalize Advertising Package

Winter 2018

Project Issued for Bid

Winter 2018

Construction

Spring 2019

CANAL TRAIL - 10600 S TO CARNATION DRIVE

imate

Item Description	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$19,000	\$19,000
Traffic Control	1	LS	\$6,000	\$6,000
SWPPP	1	LS	\$3,000	\$3,000
Quality Control and Materials Testing	1	LS	\$6,000	\$6,000
Overflow at Crossings and to Dry Creek	1	LS	\$80,000	\$80,000
Trail and Drainage Improvements	1	LS	\$236,000	\$236,000
Total Estimate (Rounded to Nearest Thousand)				\$350,000



September 25, 2018

Paulina Flint / Mayor
10467 Carnation Dr
Sandy, UT 84094
pbflint@yahoo.com
(801)571-5257

Kay Dickerson
10442 S Carnation Dr
Sandy, UT 84094
kjd727@hotmail.com
(801)571-1447

Allan Perry
10194 S Zinnia Wy
Sandy, UT 84094
alperry21@yahoo.com
(801)884-8607

Linda Price
1223 Sego Lily Dr
Sandy, UT 84094
pricell@gmail.com
(801)419-3013

Cody Cutler
920 E Violet Dr
Sandy, UT 84094
custern86@gmail.com
(801)495-2313

Ms. Amber Mortensen
Project Manager/TAP Coordinator
UDOT, Region 2
2010 South 2760 West
Salt Lake City, UT 84104

Dear Ms. Mortenson,

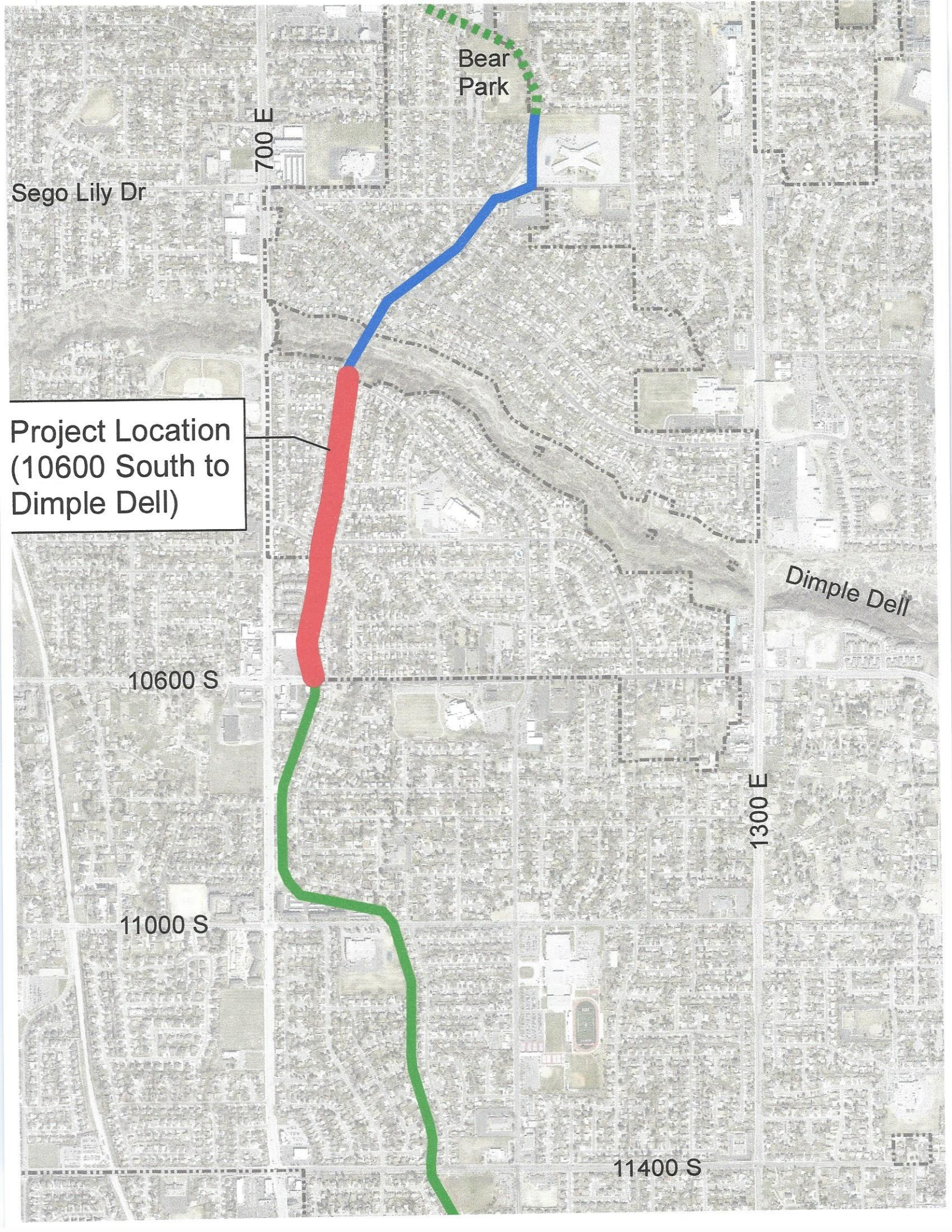
I am writing to you today to express my support for the White City Metro funding request for the Sandy Canal Trail located between Carnation Drive and 10600 South. This new section of trail will connect to the existing Sandy Canal Trail on the south side and the north end of the trail anticipated to be constructed in Winter 2019 by SL County Park and Recreation. The impact to the residents of this area including Sandy City and White City Metro will be immediate once the trail is completed. The multi-trail will be used for year-round recreation and to access Dimple Dell Regional Park.

Completing this section of the Sandy Canal Trail has been identified as a top priority for White City Metro to ensure there is no gap to the trail between the completed areas.

White City Metro greatly supports this project and its efforts to bring an additional opportunity to outdoor recreation to this area. I ask for your support for this project and request TAP funding.

Sincerely,

Paulina Flint
White City Mayor



Bear
Park

Sego Lily Dr

700 E

Project Location
(10600 South to
Dimple Dell)

Dimple Dell

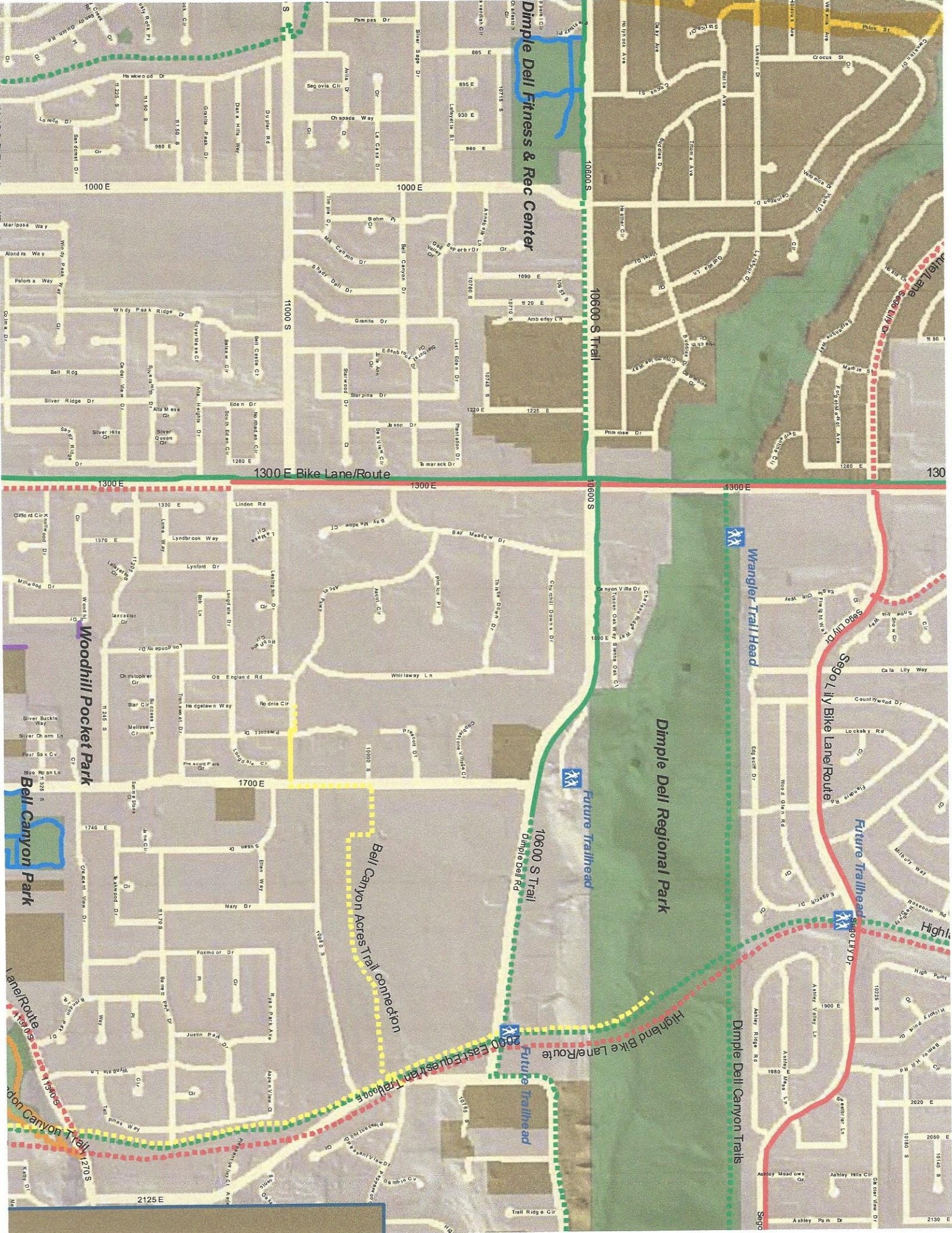
10600 S

11000 S

11400 S

1300 E





Dimple Dell Fitness & Rec Center

Dimple Dell Regional Park

Woodhill Pocket Park

Bell Canyon Park

Sego Canyon Trail

Bell Canyon Acres Trail connection

10600 S Trail

Future Trailhead

Wangler Trail Head

Dimple Dell Canyon Trails

Sego Canyon Trail

Highway









**UDOT
TRANSPORTATION ALTERNATIVE PROJECT FUNDS
APPLICATION/DATA SHEET**

City/County Kearns Date 09/25/2018

Location of Project Lodestone Avenue (6000 S) - 5600 W to 5565 W

Posted speed limit (if any) 25

Type of improvement proposed Sidewalk on north and south side of street

Proposed improvement begins at 5600 West

And ends at 5565 West Maps are helpful.

Estimated cost of improvement (attach estimate) \$41,190

Provide a preliminary anticipated schedule with environmental, design, ROW, construction and completions as part of the schedule if funding is available July 1, 2018

Amount to be provided by the City/County \$10,298
(Minimum 25%)

Will the City/County agree to acquire any necessary Right of Way (may be used towards the 25% match)? Yes ☒ No

Please provide a short description of the project. (no more than 2 paragraphs) Include the benefits of the project and any potential challenges the project may have.

Lodestone Avenue between 5600 West and 5565 West is missing sidewalk on both sides of the street. From the photos shown there is already a trail being used that is not paved on the north side. On the south side, the vacant lot looks like it's being used as a turnaround for vehicles. Currently the property is owned by UDOT and sidewalk has been absent for many years.

During the winter, kids are forced to walk in the street and this poses a safety issue. A sidewalk will allow them to walk to school safely rather than being dropped off a short distance from home.

Please provide any additional data that will help understand the need of the project.

This is one of the areas in Kearns Metro where sidewalk is missing and a top priority for Kearns Metro since it is on a safe walking route to Jefferson Jr. High. Jefferson Jr. High administration is supportive of this sidewalk project.

Contact for City/County: Madeline Francisco-Galang Kearns Metro Engineer
Name (please print) Title

Phone number: 385-468-6600

Lodestone Sidewalk

ACTIVITY	DATE START	DATE FINISH
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Project Notification		November 2018
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Project Kickoff		January 2019
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Site Visit		January 2019
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Plans, Specifications and Estimate 60%		February 2019
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60% Review		February 2019
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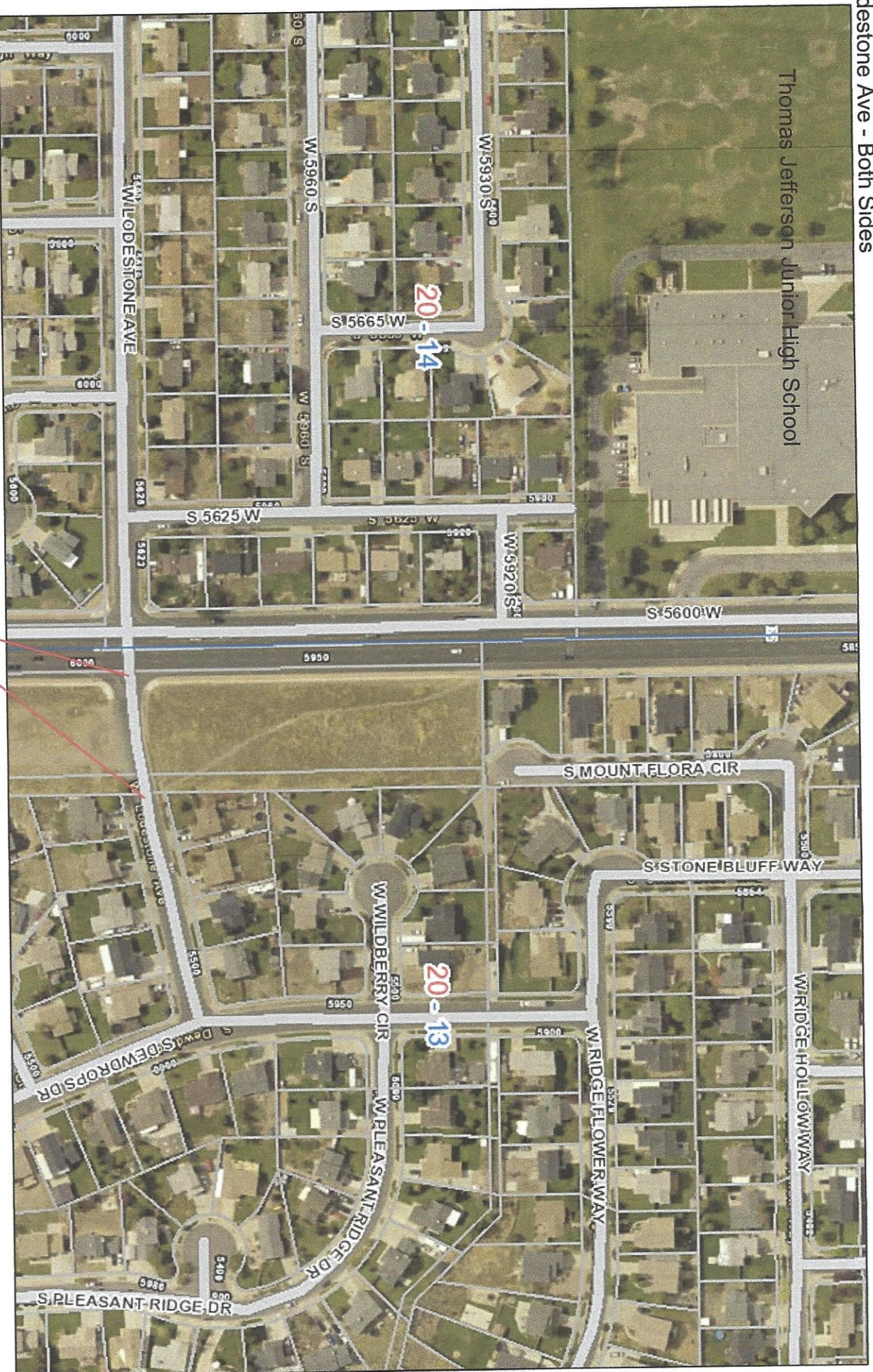
Plans, Specifications and Estimate 100%		March 2019
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100% Review		March 2019
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Finalize Advertising Package		April 2019
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Project Issued for Bid		October 2019
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Construction		Spring 2020
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Esri, HERE, Garmin, © OpenStreetMap contributors
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

PROJECT: Lodestone Avenue, 5600 West to 5565 West

DATE: 09/20/18

COST ESTIMATE

LENGTH OF PROJECT:

260 Feet

Item No.	Approximate Quantity	Item Unit	Item Description	Unit Bid Price	Item Amount
1	1	LS	Mobilization	\$3,051.00	\$3,051
2	1	LS	Clearing and Grubbing	\$1,445.00	\$1,445
3	1	LS	Traffic Control	\$3,000.00	\$3,000
4	140	LF	Sawcut Asphalt	\$5.00	\$700
5	83	CY	Excavation	\$50.00	\$4,150
6	2	EA	Relocate Sign	\$200.00	\$400
7	11	CY	Granular Borrow	\$45.00	\$495
8	20	CY	Untreated Base Course	\$45.00	\$900
9	32	SY	Asphalt Concrete Paving 4" - Roadway	\$50.00	\$1,600
10	116	SY	Concrete Sidewalk	\$45.00	\$5,220
11	145	SY	Landscape Gravel over Fabric - Parkstrips	\$30.00	\$4,350
12	130	LF	Concrete Curb & Gutter	\$40.00	\$5,200
Total Bid Items					\$30,511

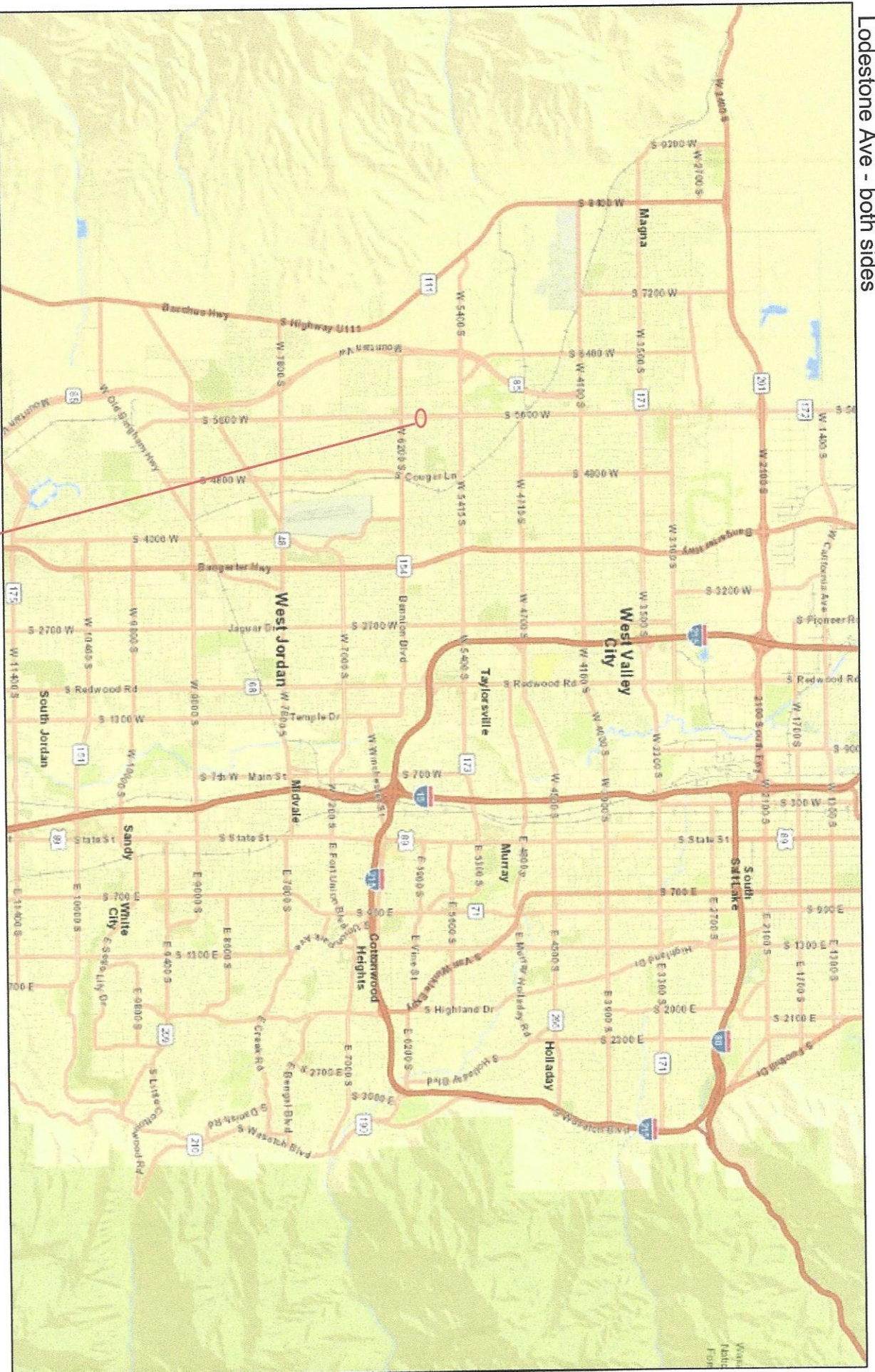
NON-BID ITEMS

Contingency - 25%	\$7,628
Design - 10%	\$3,051
Right of Way Acquisition	\$0
Total Non-Bid Items	\$10,679

PROJECT TOTAL	\$41,190
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County Match (25%)	\$10,297.50
State Fund Request	\$30,892.50

LODESTONE



September 25, 2018

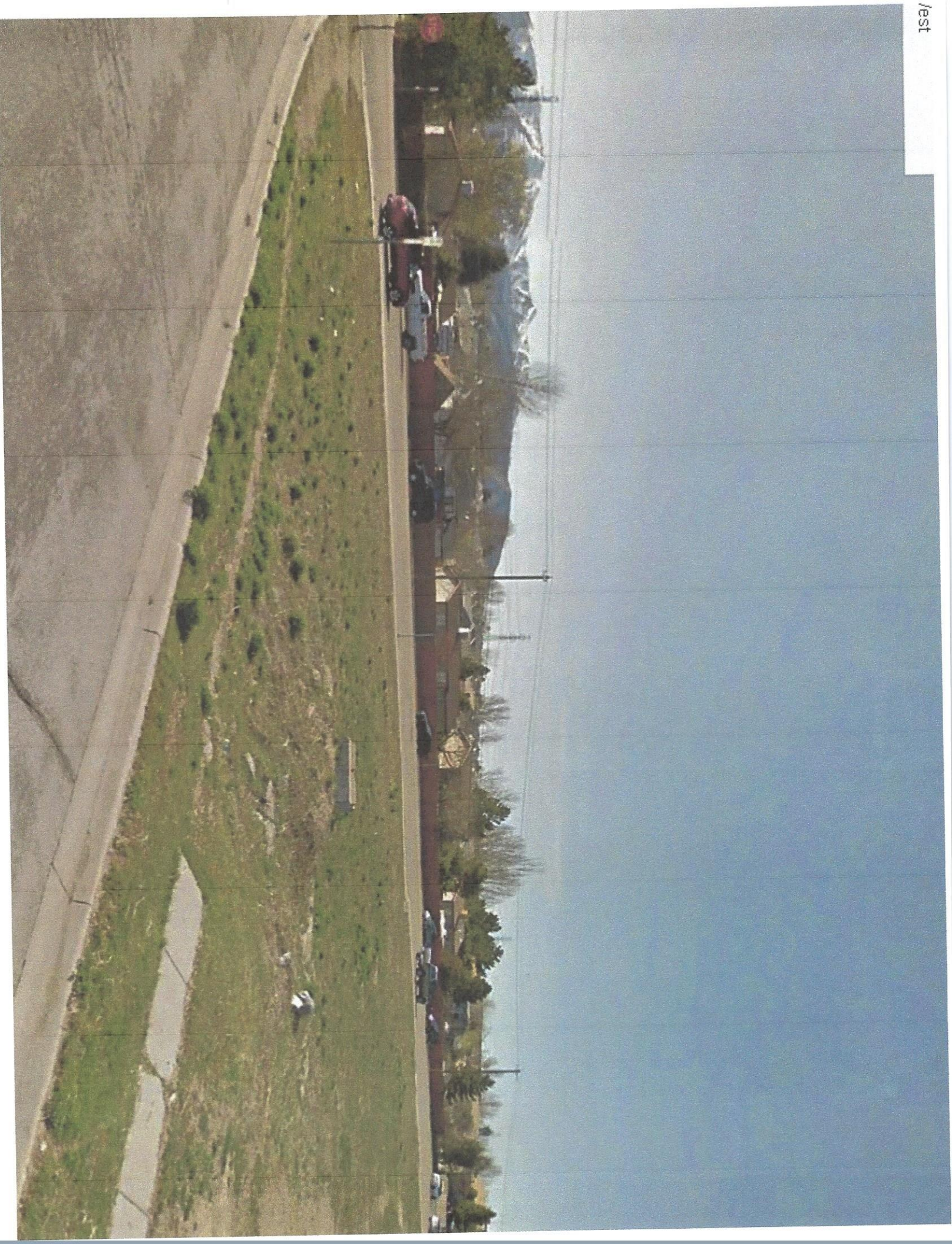
Lodestone Ave (approx 6000 S)
from 5600 West to 5562 West

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand).

1:191,092
0 1.5 3 6 mi
0 2.5 5 10 km

South sides to have sidewalk and curb and gutter.

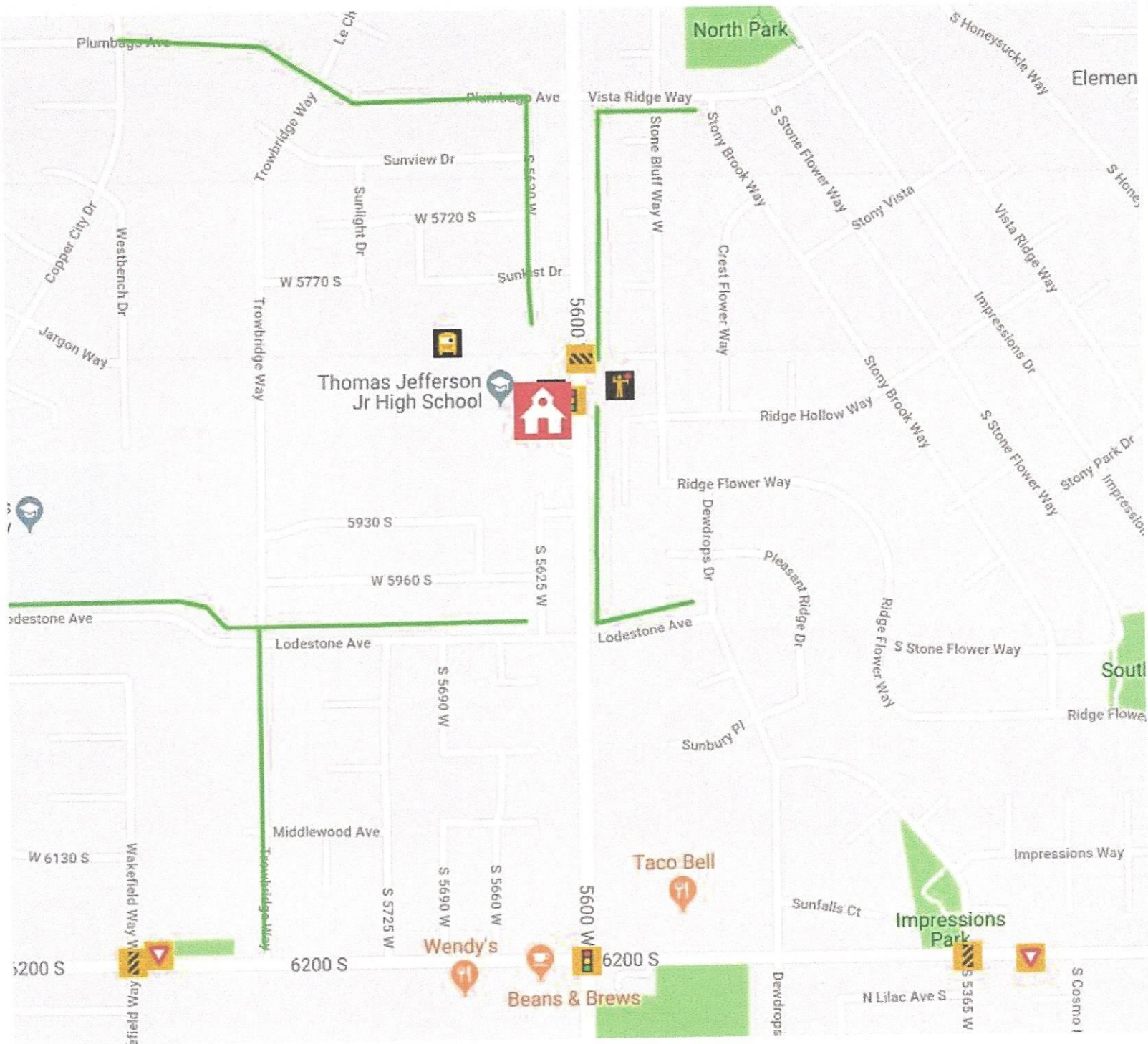




East, lot currently used as a turn-around



Thomas Jefferson Junior High Map



CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002195 Version: 1 Desc: DRD Transport:SegoLilyDrSidewa
Supplier Name: GREATER SALT LAKE MUNICIPAL SERVICE DIST
Comments: DRD- Interlocal - County to transfer up to \$500,000.00 from the County Transportation Funds to the District to reimburse the District for certain costs incurred by the District fro construction of 4' sidewalk with park strip on both sides of Sego Lily Dr between 700 E to 1300 E including the installation of street lights, as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the District has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024 (may extend 3 additional 1 year periods without legislative action)
Contract Amount: \$500,000.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 3/22/2019 to 12/31/2024
Procurement Type: EXI Exempt Interlocal
Reason Code:
Buyer: RMatthes



COUNTY COUNCIL

Richard Snelgrove,
Chair
At-Large B

Shireen Ghorbani
At-Large A

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Michael Jensen
District #2

Aimee Winder Newton
District #3

Ann Granato
District #4

Steve DeBry
District #5

Max Burdick
District #6

March 19, 2019

Ms. Antigone Carlson
Contracts Administrator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah

Dear Ms. Carlson:

The Salt Lake County Council, at its Council meeting held this day, approved the attached RESOLUTION NO. 5521 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Mayor's Office and the **Greater Salt Lake Municipal Services District** – Transfer of County Transportation Funds for Certain Transportation Projects.

Salt Lake County will transfer up to \$500,000 to the Greater Salt Lake Municipal Services District (MSD) to cover all or a portion of the costs of a four-foot sidewalk with park strip on both sides of Sego Lily Drive between 700 East and 1300 East.

The agreement shall take effect upon execution and will terminate when all reimbursements are distributed.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By 
Deputy Clerk

ld

pc: Darrin Casper/Mayor's Office



Agenda Item

File #: 19-322

Topic/Discussion Title:

A Resolution of the Salt Lake County Council approving execution of an interlocal cooperative agreement with Greater Salt Lake Municipal Services District providing for the transfer of county transportation funds for certain transportation projects within Salt Lake County.

Description: Authorizing an interlocal cooperation agreement with Greater Salt Lake Municipal Services District providing for the transfer of up to \$500,000 for costs incurred by the District for construction of 4' sidewalk with park strip on both sides of Sego Lily Drive between 700 East and 1300 East including installation of street lights. This Resolution and ILA was inadvertently not included when the Regional Transportation Choice Fund (4th Quarter) ILAs were being processed on January 8, 2019.

Requested Action: Consent

Presenter(s): Helen Peters & Wilf Sommerkorn

Time Needed: Choose an item.

Time Sensitive: No

Specific Time(s): No

Requesting Staff Member: Click or tap here to enter text.

Will You be Providing a PowerPoint: No

Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County") and **GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT**, a municipal services district of the State of Utah (the "District"). The County and the District may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County and the District are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal 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. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, District, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds").

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

The County and the District now desire to enter into this Agreement providing for the transfer of up to Five Hundred Thousand Dollars and No Cents (\$500,000.00) of County Transportation Funds to the District to reimburse the District for certain costs that are incurred by the District for construction of 4' sidewalk with park strip on both sides of Sego Lily Drive between 700 East

to 1300 East including the installation of street lights, so long as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in the Recitals above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) **Project:** The transportation project or projects described in or determined pursuant to the Project Description.
- (f) **Project Description:** The project description attached hereto as Exhibit A.
- (g) **Project Element.** A discrete portion of the Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the District during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the District has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and District legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.
- (j) **Request for Disbursement:** A statement from the District, in the form attached hereto as **Exhibit B**, requesting an amount of County Transportation Funds to be disbursed to the District for reimbursement of Reimbursable Project Costs.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds to the District to reimburse the District for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the District, the District shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 3 – REPRESENTATIONS AND WARRANTIES

3.1. District's Representations and Warranties. The District hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to the District by the County under this Agreement will be used by the District: (1) solely to reimburse the District for costs actually incurred by the District for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii); and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the District under this Agreement.

(c) Information. To the best of the District's knowledge, any information furnished to the County by the District under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and District. The County is not acting as a lender to the District. The County has no fiduciary or other special relationship with the District and therefore no fiduciary obligations are created by this Agreement or are owed to the District or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. District's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the District further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is made to the District under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the District agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, the District agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the District under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), and, as indicated in Section 4.2(e) below, the District agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the District, in making that determination.

ARTICLE 4 — DISBURSEMENTS

4.1. Conditions for Each Disbursement of County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the District to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. The District has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the District for which the District is seeking reimbursement from the County pursuant to the Request for Disbursement.

(c) Completion of Project Element. The District has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the District.

(d) Reimbursable Project Costs Paid by the District. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the District.

(e) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(f) Warranties and Representations True. All warranties and representations made by the District in this Agreement have remained true and correct and all warranties and representations made by the District in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of County Transportation Funds, the District shall submit a Request for Disbursement directly to the County. The District agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the District promptly and shall provide a written explanation of the specific reasons for such decision. The District shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the District the amount of County Transportation Funds requested by the District in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the District has not complied with all terms and conditions set forth in this Agreement or determines that the District's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the District has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the District for Reimbursable Project Costs to the extent such costs have been funded with non-District funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the District, either disburse to the District the amount requested by the District or provide a written notice to the District setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of County Transportation Funds to the District after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed County Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of County Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the District, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the District or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which County Transportation Funds are disbursed to the District to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the District's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the District acknowledges and agrees that the County's review and approval of the District's Request for Disbursement or any other information submitted to the County under this Agreement and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the District under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the District agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The District 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 (i) the District's breach of this Agreement; (ii) any acts or omissions of or by the District, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this

Agreement; (iii) any improper use of the County Transportation Funds; or (iv) the District's breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The District 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. The District further agrees that the District's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The District agrees to maintain its books and records in such a way that any County Transportation Funds received from the County will be shown separately on the District's books. The District shall maintain records adequate to identify the use of the County Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the District shall make its books and records related to the County Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of County Transportation Funds. The District shall not assign or transfer its obligations under this Agreement nor its rights to the County Transportation Funds under this Agreement without prior written consent from the County. The District shall use the County Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 —DEFAULTS AND REMEDIES

6.1. District Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the District to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the District on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the District of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further disbursement of County Transportation Funds to the District; and/or

(b) Reduce the amount of any future disbursement of County Transportation Funds to the District by the amount incurred by the County to cure such default; and/or

- (c) Terminate this Agreement.

ARTICLE 7 — MISCELLANEOUS

7.1. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Act 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 in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately 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.
- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the District Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.
- (f) 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.
- (g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
- (h) Voting of the County mayor and the District Mayor shall be based on one vote per Party.
- (i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.
- (j) The powers of the joint board are those described in this Agreement.

7.2. **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 District, including the adoption of any necessary resolutions or ordinances by the County and the District authorizing the execution of this Agreement by the appropriate person or persons for the County and the District, 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 upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the District the Maximum Reimbursable Amount, then all such undisbursed County Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be paid to the District for the purposes set forth in this Agreement. If County Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute County Transportation Funds to the District under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute County Transportation Funds to the District in succeeding fiscal years. The County's obligation to contribute County Transportation Funds to the District under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the District, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If County Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the District of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the District of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which County Transportation Funds were last appropriated for contribution to the District under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the District that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war,

acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the District.

7.5. 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 (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County: Department of Regional Transportation, Housing and
Economic Development
2001 South State, S2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

If to the District: Bart Barker, General Manager
Greater Salt Lake
Municipal Services District
2001 S State Street, #N3 600
Salt Lake City, Utah 84190

7.6. Ethical Standards. The District represents that it has not: (a) provided an illegal gift in connection with this Agreement 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County Ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute 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, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the District's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the District. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the District or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The District and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By Elin Thiele
Mayor or Designee

Dated: 3/26, 2019

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By Wilford Sommerkorn
Wilf Sommerkorn
Acting Department Director

Dated: 3-8, 2019

Approved as to Form and Legality:

By Craig J. Wangsgard
Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slcounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.12.24 10:15:40 -07'00'

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GSLMSD12.24.18.docx

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR DISTRICT

Greater Salt Lake Municipal Services District

By [Signature]

Name: Joe Sano 169

Title: Chair

Dated: 4/10, 20 19

Attest:

[Signature]

_____, District Recorder

Date signed: 4/10/19



Approved as to Proper Form and Compliance with Applicable Law:

ATTORNEY FOR THE DISTRICT

By [Signature]

Name: Mark H. Anderson

Dated: April 10, 20 19

Project Title: Sego Lily Drive Safety Improvements

TTAIVO IAI
 ROTARY PUBLIC - STATE OF UTAH
 My Comm. Exp. 01/03/04
 Commission # 000000

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Greater Salt Lake Municipal Services District – Interlocal Agreement for County
Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the "Agreement") between Salt Lake County (the "County") and Greater Salt Lake Municipal Services District (the "District"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the District and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon the District any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The District is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

9. The District acknowledges and agrees that the County's review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the District agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this 10th day of April, 2019.

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: [Signature]

Name: Joe Smoller

Title: Chair

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

SCHEDULE 1
Reimbursable Project Costs (RPC) Request for Disbursement

Project Title: Sego Lily Drive Safety Improvements

Reimbursable Project Costs Request Detail:

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by District</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total RPC Request \$ _____

This portion above is to be filled out by the District.

This portion below is to be filled out by the County.

RPC Approved – This Request _____

(plus) RPC Approved/Paid to Date _____

Total Approved/Paid to Date _____

Maximum Reimbursable Amount _____

(less) Total Approved/Paid to Date _____

Remaining County Transportation Funds _____

 Approving Signature by County



State of Utah
Department of Transportation

Cooperative Agreement Converted TAP Funds for Local Agency	Project Description: Sandy Canal Trail; Carnation to 10600 South	Charge ID No. 73241
Pin:17405 Job/project: S-R299(327)		Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and Greater Salt Lake Municipal Services District, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Trail System described as Sandy Canal Trail; Carnation to 10600 South; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by **UDOT**; and

WHEREAS, it is the intent of **UDOT** that participation in TAP projects be on a 25% Local, 75% State match basis with a maximum State participation of \$250,000; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the **UDOT** highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region [Garret Jenson] Utility and Railroad Leader, telephone number [801-910-2047] or [gjenson@utah.gov] for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region [2] Environmental Manager, telephone number [801-910-2010] for assistance with any environmental compliance requirement questions.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT's** standards and specifications. For work performed within **UDOT's** right-of-way, the **Local Agency** shall submit plans to **UDOT** for review and approval prior to starting

construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 25% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

UDOT Funds (Allocated Amount)	\$250,000.00
Local Agency's Funds (Participation Amount)	\$100,000.00
Total Project	\$350,000.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$250,000 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by December 31st, 2020. If for any reason, the **Local Agency** cannot complete construction by December 31st, 2020, the **Local Agency** must request, in writing before August 31st, 2020, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that is has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Greater Salt Lake Municipal Services District				Utah Department of Transportation			
By		Date		By		Date	
Chair, Greater Salt Lake Municipal Services District				Amber Mortensen, Project Manager			
By		Date		By		Date	
MSD Legal Counsel/Signature of additional official if required				Bryan Adams Director, Region II			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			



State of Utah
Department of Transportation

Cooperative Agreement Converted TAP Funds for Local Agency	Project Description: Lodestone Ave (6000S); 5600-5565 West, state tap	Charge ID No. 73238
Pin: 17370 Job/project: S-R299(324)		Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and “Greater Salt Lake Municipal Services District”, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Sidewalk described as Lodestone Ave (6000S); 5600-5565 West, state tap; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by **UDOT**; and

WHEREAS, it is the intent of **UDOT** that participation in TAP projects be on a 25% Local, 75% State match basis with a maximum State participation of \$31,000; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the **UDOT** highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region Garret Jenson Utility and Railroad Leader, telephone number 801-910-2047 or gjenson@utah.gov for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region 2 Environmental Manager, telephone number 801-910-2010 for assistance with any environmental compliance requirement questions.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT's** standards and specifications. For work performed within **UDOT's** right-of-way, the **Local Agency** shall submit plans to **UDOT** for review and approval prior to starting

construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 25% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

UDOT Funds (Allocated Amount)	\$31,000.00
Local Agency's Funds (Participation Amount)	\$10,190.00
Total Project	\$41,190.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$31,000 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by December 31st, 2020. If for any reason, the **Local Agency** cannot complete construction by December 31st, 2020, the **Local Agency** must request, in writing before August 31st, 2020, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that is has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Township of Kearns				Utah Department of Transportation			
By		Date		By		Date	
Chair, Greater Salt Lake Municipal Service District				Amber Mortensen, Project Manager			
By		Date		By		Date	
MSD Legal Counsel/Signature of additional official if required				Bryan Adams Director, Region II			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			