

MSD Office: MSD Board Agenda Item Request Form

This form and supporting documents (if applicable) are due the Thursday before the MSD Board Meeting the following Wednesday at 4:00pm

Date Received (Office Use)	
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Date of Request:	
Requested by:	
Requested MSD Board Date:	
Topic/Discussion Title:	
Description:	
Requested Action:¹	
Presenter(s):	
Time Needed:²	
Time Sensitive³	
Specific Time(s)⁴	
Contact Name & Phone:	

¹ What you will ask the MSD Board to do (e.g., discussion only, appropriate money, adopt policy, approve contracts) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic be scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.



February 28, 2023

COUNTY COUNCIL

Aimee Winder Newton,
Chair
District #3

Laurie Stringham
At-Large A

Sheldon Stewart
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Dave Alvord
District #2

Aimee Winder Newton
District #3

Ann Granato
District #4

Suzanne Harrison
District #5

Dea Theodore
District #6

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 6074 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Planning and Transportation Division and the **Greater Salt Lake Municipal Services District** – Transfer of Fourth Quarter Regional Transportation Choice Funds.

Salt Lake County will transfer up to \$404,700 from its Regional Transportation Choice Fund to the Greater Salt Lake Municipal Services District (MSD) to reimburse the MSD for certain costs it incurred to complete the Segoy Lily Sidewalk project.

The agreement will terminate upon expiration of the reimbursement term. If upon expiration of the reimbursement term, the County has not disbursed the maximum reimbursable amount, then all such undisbursed transportation funds may be used by the County as it deems appropriate.

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

Respectfully yours,

SALT LAKE COUNTY COUNCIL

LANNIE CHAPMAN, COUNTY CLERK

By 
Deputy Clerk

ks

pc: Darrin Casper/Mayor Finance
Helen Peters/Planning & Transportation Division
Shawna Soliz/Contracts & Procurement Division

SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. 6074 February 28, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR A CERTAIN TRANSPORTATION PROJECT WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and the Greater Salt Lake Municipal Services District (the "MSD") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608, and are therefore authorized to enter into an Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, during the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County (hereinafter "Transportation Funds"); and

WHEREAS, the County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code § 59-12-2219 and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, among these transportation projects is the Segoe Lily Sidewalk project; and

WHEREAS, the Parties now desire to enter into an agreement providing for the transfer of up to Four Hundred Four Thousand Seven Hundred Dollars (\$404,700) of Transportation Funds to the MSD to reimburse the MSD for certain costs incurred by the MSD to complete the Project; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with the MSD, which agreement is attached hereto as **ATTACHMENT A** (the "Interlocal Agreement"), to provide for the transfer of County Transportation Funds to the MSD on a reimbursement basis for a certain transportation project, as more fully described in the Interlocal Agreement;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and the Greater Salt Lake Municipal Services District is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated therein.


APPROVED and ADOPTED this 28 day of February, 2023.

SALT LAKE COUNTY COUNCIL


By: 
Aimee Winder Newton, Chair

Date: 2/28/2023

ATTEST:


Lannie Chapman
Salt Lake County Clerk

REVIEWED AS TO FORM:

 Adam Miller
2023.02.10 13:24:38 -07'00'
Adam Miller
Deputy District Attorney
Date: _____

Council Member Alvord voting	<u>Aye</u>
Council Member Bradley voting	<u>Aye</u>
Council Member Bradshaw voting	<u>Aye</u>
Council Member Granato voting	<u>Aye</u>
Council Member Harrison voting	<u>Aye</u>
Council Member Stewart voting	<u>Aye</u>
Council Member Stringham voting	<u>Aye</u>
Council Member Theodore voting	<u>Aye</u>
Council Member Winder Newton voting	<u>Aye</u>

ATTACHMENT A

Interlocal Cooperation Agreement Between Salt Lake County
and the Greater Salt Lake Municipal Services District

*County Transportation Funds—
Sego Lily Sidewalk*

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

Sego Lily Sidewalk

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 the Greater Salt Lake Municipal Services District, a political subdivision of the State of Utah (the "MSD"). The County and the MSD may each be referred to herein as a "Party" and collectively as the "Parties."

R E C I T A L S:

A. The County and the MSD are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (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, city, 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 Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County (hereinafter "Transportation Funds").

C. The County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code § 59-12-2219 and all other applicable federal, state and local laws, rules and regulations.

D. The Parties now desire to enter into this Agreement providing for the transfer of up to Four Hundred Four Thousand Seven Hundred Dollars (\$404,700) of Transportation Funds to the MSD to reimburse the MSD for certain costs incurred by the MSD to complete the Segoe Lily Sidewalk project (the "Project").

A G R E E M E N T:

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) Certificate of Grant Recipient: The Certificate of Grant Recipient attached hereto as **Exhibit A**.
- (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: Four Hundred Four Thousand Seven Hundred Dollars (\$404,700).
- (e) Project: The transportation project described in the Project Description.
- (f) Project Description: Construction of a six-foot sidewalk on both sides of Sego Lily Drive between 700 East and 1300 East, including the installation of streetlights.
- (g) Project Element. A discrete portion of a Project.
- (h) Reimbursable Project Costs: Costs incurred by the MSD during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 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 MSD has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) June 30, 2027, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the MSD setting forth the MSD's justification for such an extension.
- (j) Request for Disbursement: A statement from the MSD, in the form attached hereto as **Exhibit B**, requesting an amount of Transportation Funds to be disbursed to the MSD for reimbursement of Reimbursable Project Costs.
- (k) Transportation Code: §§ 72-1-101 to -16-402, UTAH CODE (2022).

(l) Transportation Funds: As defined in the Recitals, above.

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 Planning, 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 TRANSPORTATION FUNDS

2.1. Transportation Funds. During the Reimbursement Term, the County shall disburse Transportation Funds to the MSD to reimburse the MSD 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 Transportation Funds have been fully disbursed to the MSD, the MSD 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.

2.3. Execution of Certificate of Grant Recipient. Concurrent with the execution of this Agreement, the MSD shall execute the Certificate of Grant Recipient attached hereto as **Exhibit A**.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

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

(a) Use of Transportation Funds. Any Transportation Funds disbursed to the MSD by the County under this Agreement will be used by the MSD: (1) solely to reimburse the MSD for costs actually incurred by the MSD for the Project during the Reimbursement Term and consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2; 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 MSD under this Agreement.

(c) Information. To the best of the MSD's knowledge, any information furnished to the County by the MSD 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 MSD. The County is not acting as a lender to the MSD. The County has no fiduciary or other special relationship with the MSD and therefore no fiduciary obligations are created by this Agreement or are owed to the MSD 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. MSD's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the MSD 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 Transportation Funds is made to the MSD under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 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 MSD agrees to be liable for and indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below. Furthermore, the MSD agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the MSD under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2, and, as indicated in Section 4.2(e) below, the MSD 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 MSD, in making that determination.

ARTICLE 4 - DISBURSEMENTS

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

(a) Documents to be Furnished for Each Disbursement. The MSD 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 MSD for which the MSD is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The MSD 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 MSD.

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

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

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

4.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the MSD shall submit a Request for Disbursement directly to the County. The MSD 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 MSD promptly and shall provide a written explanation of the specific reasons for such decision. The MSD 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 MSD the amount of Transportation Funds requested by the MSD 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 MSD has not complied with all terms and conditions set forth in this Agreement or determines that the MSD'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 MSD has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the MSD for Reimbursable Project Costs to the extent such costs have been funded with non-MSD 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 MSD, either disburse to the MSD the amount requested by the MSD or provide a written notice to the MSD 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 Transportation Funds to the MSD 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 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 Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the MSD, 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 MSD or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the MSD to reimburse Reimbursable Project Costs, notwithstanding the County's review and/or approval of the MSD's Requests for Disbursement, the Project Description, or any other information submitted to the County under this Agreement.

(2) Furthermore, the MSD acknowledges and agrees that the County's review and/or approval of the MSD's Request for Disbursement, the Project Description, or any other information submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the MSD under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the MSD agrees to be liable for and to indemnify the County from any improper use of the 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 §§ 63G-7-101 to -904 (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 MSD 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 MSD's breach of this Agreement; (ii) any acts or omissions of or by the MSD, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the Transportation Funds; or (iv) the MSD's breach of the Certificate of Grant Recipient attached hereto as **Exhibit A**. The MSD 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 MSD further agrees that the MSD's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

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

5.3. Assignment and Transfer of Transportation Funds. The MSD shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. The MSD shall use the 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. MSD 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 MSD to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the MSD 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 MSD 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 Transportation Funds to the MSD;
and/or
- (b) Reduce the amount of any future disbursement of Transportation Funds to the MSD 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 MSD's General Manager are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

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 MSD, including the adoption of any necessary resolutions or ordinances by the County and the MSD authorizing the execution of this Agreement by the appropriate person or persons for the County and the MSD, 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 MSD the Maximum Reimbursable Amount, then all such undisbursed 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 Transportation Funds to be paid to the MSD for the purposes set forth in this Agreement. If 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 Transportation Funds to the MSD under this Agreement beyond

that date will be null and void. This Agreement places no obligation on the County to Contribute Transportation Funds to the MSD in succeeding fiscal years. The County's obligation to contribute Transportation Funds to the MSD 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 MSD, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

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 to the Parties at their respective addresses.

7.6. Ethical Standards. The MSD 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 MSD's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the MSD. 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 MSD 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 MSD 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.

7.1. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Lisa Hartman Digitally signed by Lisa Hartman
Date: 2023.03.01 18:20:33 -07'00'

Mayor or Designee

Date: _____

Recommended for Approval:

By: *Helen Peters*
Department Director

Date: _____

Reviewed as to Form: Adam Miller
By: *AM* 2023.02.10 13:23:27
Deputy District Attorney
-07'00'

Date: _____

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
MSD Attorney

Date: _____

EXHIBIT A
Certificate of Grant Recipient

CERTIFICATE OF RECIPIENT

Under the terms of Utah Code § 59-2-2219 and the Interlocal Cooperation Agreement (the “*Agreement*”) between Salt Lake County and the Greater Salt Lake Municipal Services District (the “*Recipient*”), the County has committed to provide up to Four Hundred Four Thousand Seven Hundred Dollars (\$404,700) of the Transportation Funds to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project described in the Agreement (the “*Project*” or “*Projects*”). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Transportation Funds and that the Transportation Funds will be used solely for the Project or Projects.

IN WITNESS WHEREOF, the Greater Salt Lake Municipal Services District has caused this certificate to be executed as of the day and year first above written.

GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: The Greater Salt Lake Municipal Services District – Interlocal Agreement for Transportation Funds (DA Log No. 23CIV000232)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between the Salt Lake County (the “County”) and the Greater Salt Lake Municipal Services District (the “MSD”) (DA Log No. 23CIV000232). 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 MSD 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** is attached hereto.
5. There has not been filed with or served upon the MSD 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 MSD 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 MSD’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The MSD acknowledges and agrees that the County’s review and/or 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 Transportation Funds is sought hereunder is consistent with the allowable uses for Transportation Funds described in the

Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the MSD agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____

Name: _____

Title: _____

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

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

4th Quarter Transportation Choice Fund

Proposed 4th Quarter Transportation Choice Fund Budget

REVENUE	
2021 4th Quarter Local Option Sales Tax Collections (Jan - Dec)	\$ 16,592,120
2022 4th Quarter Local Option Sales Tax Collections (Jan - first half of Apr)	\$ 4,999,901
Total	\$ 21,592,021
EXPENDITURES	
Fund Administrative Costs	\$ 106,159
Salt Lake County Trail Maintenance*	\$ 1,298,692
Federal Lands Access Program (FLAP) local match for Upper Mill Creek Canyon Road Improvement Project**	\$ 3,000,000
Countywide 4th Quarter-eligible Projects	\$ 15,624,700
Project Contingency Funds (10% of project expenditures)	\$ 1,562,470
Total	\$ 21,592,021

*Funds transferred to SLCo Parks & Recreation for trail maintenance as defined in UCA 59-12-2212.2 (1)(viii) an active transportation facility that is for nonmotorized vehicles and multimodal transportation and connects an origin with a destination.

**FLAP grant funds are used to improve transportation facilities owned or maintained by a non-federal agency providing access to, that are adjacent to, or are located within federal lands. SLCo was awarded a \$19.6M FLAP grant to make roadway and related improvements in Upper Millcreek Canyon. The grant requires a non-federal match, of which this is the second of two appropriation requests to meet the match requirement. \$2.5M was appropriated in 2022.

Proposed 4th Quarter Fund Projects

Project #1	West Valley City & Taylorsville: 3900 South widening and Reconstruction from Redwood Road to Jordan River Bridge	\$ 3,000,000
Project #2	Millcreek, WVC, and Taylorsville: 3900 South Multi-Use Commuter Trail from Jordan River Bridge to 2300 East	\$ 800,000
Project #3	Millcreek: 3900 South multi-use path/sidewalk from TRAX Crossing to West Temple	\$ 100,000
Project #4	Jordan River Commission (multiple cities): Jordan River Parkway and Water Trail weed and debris mitigation	\$ 100,000
Project #5	White City Township: Onyx Lane Safe Sidewalks from Garnet Drive to Poppy Lane	\$ 404,700
Project #6	Riverton: Phase 1 of Welby Jacob Canal Trail from 12600 South to 134000 South	\$ 2,000,000
Project #7	West Jordan: Primavera Trail Connection from Jordan River Parkway Trail to 7125 South/1115 West	\$ 100,000
Project #8	Millcreek: Design & construct sidewalk, bike lanes, and ADA intersection ramps on Birch Drive from Upland Drive to 3900 South	\$ 800,000
Project #9	Taylorsville: Extend sidewalk to connect streets along 6200 South at 1161 West	\$ 50,000
Project #10	Bluffdale: Rose Creek Trail Connector from Redwood Road to Vintage Park	\$ 850,000
Project #11	Herriman: Midas Creek Trail Extension from 6000 West to 6400 West	\$ 800,000
Project #12	Herriman: Design & construct multi-use trail (Juniper Canyon Trail) from Mountain View Corridor to Juniper Crest Road	\$ 420,000
Project #13	Holladay/Millcreek: Wasatch Blvd shared use path from 3680 South to 4500 South	\$ 4,500,000
Project #14	Holladay: Wasatch Blvd buffered bike lane from 4500 South to 6200 South	\$ 600,000
Project #15	Cottonwood Heights: Bengal Blvd protected pedestrian trail from 2160 Esat to 2275 East	\$ 600,000
Project #16	Cottonwood Heights: Highland Drive protected pedestrian trail from Villare Avenue to Bengal Hills Cove	\$ 500,000
	Total	\$ 15,624,700

Project details can be found here, [2023 4th Quarter Projects](#)