

RESOLUTION NO. 13-17

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN DRAPER CITY AND THE UTAH TRANSIT AUTHORITY  
FOR A STUDY TO EXPLORE PROJECT DEVELOPMENT OF  
CONNECTING THE TRAX STATION IN DAYBREAK TO THE  
FRONTRUNNER STATION IN DRAPER.**

**WHEREAS**, WFRC is a Metropolitan Planning Organization established pursuant to State and Federal Law;

**WHEREAS**, WFRC has developed a Regional Transportation Plan: 2011-2040, and the Plan has identified opportunities for expanded east/west UTA transit service in the Southwest Salt Lake County area;

**WHEREAS**, several of the Parties participated in completing the *Southwest Salt Lake County Transit Feasibility Study December 2010*, which identified a need for rapid transit to serve the communities of South Jordan, Herriman, Riverton, Bluffdale, and Draper, and identified a 9.8 mile long Bus Rapid Transit (BRT) corridor as the preferred alternative; however, the current study will evaluate route and mode options and determine a final preferred alternative;

**WHEREAS**, UTA has allocated \$1,000,000 in local funds towards the Project, which will have a total cost not to exceed \$2,035,000; and

**WHEREAS**, each of the other Parties are willing to pledge funds and/or in-kind contributions, as more particularly set forth herein, for the Project.

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

**Section 1.    Approval.**    The City Council of Draper City does hereby support the attached interlocal agreement.

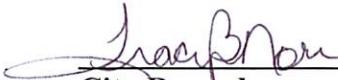
**Section 2.    Severability.**    If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

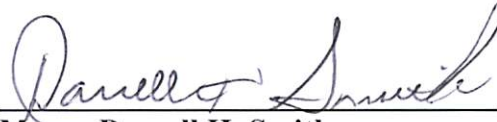
**Section 3.    Effective Date.**    This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 19<sup>th</sup> DAY OF MARCH, 2013.

ATTEST:

DRAPER CITY

  
\_\_\_\_\_  
City Recorder

  
\_\_\_\_\_  
Mayor Darrell H. Smith



THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO  
DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL AS FILED IN THE OFFICE OF THE COUNTY CLERK  
ON THIS 12th DAY OF MARCH 2012.

CLERK

12/20

*[Faint signature]*  
CLERK

*[Faint signature]*  
12/20



## INTERLOCAL AGREEMENT

### Southwest Salt Lake County Transit Corridor Project Development

This Interlocal Agreement – Southwest Salt Lake County Transit Corridor Project Development (“Agreement”) is entered into this \_\_\_\_ day of February, 2013 by and among the Utah Transit Authority (“UTA”), City of Riverton (“Riverton”), City of Herriman (“Herriman”), City of South Jordan (“South Jordan”), City of Draper (“Draper”), Salt Lake County (“SL County”), Wasatch Front Regional Council (“WFRC”) and The Sorenson Group (“Sorenson”). Each of UTA, Riverton, Herriman, South Jordan, Draper and SL County are hereafter designated the “Public Parties”, and Sorenson is designated the “Private Party”. The Public Parties, WFRC, and the Private Party are each individually referred to as a “Party” and collectively as the “Parties”.

#### RECITALS

WHEREAS, the Public Parties are political subdivisions of the State of Utah, or are otherwise acting as public agencies and are authorized to enter into agreements with each other which will enable them to make the most efficient use of their resources;

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around Salt Lake County;

WHEREAS, Riverton, Herriman, South Jordan and Draper are Utah municipal corporations located in Salt Lake County;

WHEREAS, WFRC is a Metropolitan Planning Organization established pursuant to State and Federal Law;

WHEREAS, WFRC has developed a Regional Transportation Plan: 2011-2040, and the Plan has identified opportunities for expanded east/west UTA transit service in the Southwest Salt Lake County area;

WHEREAS, Sorenson, as a corporate property owner in Salt Lake County, is interested in helping to facilitate planning to provide for expanded transportation in the Southwest Salt Lake County area;

WHEREAS, several of the Parties participated in completing the *Southwest Salt Lake County Transit Feasibility Study December 2010*, which identified a need for rapid transit to serve the communities of South Jordan, Herriman, Riverton, Bluffdale, and Draper, and identified a 9.8 mile long Bus Rapid Transit (BRT) corridor as the preferred alternative; however, the current study will evaluate route and mode options and determine a final preferred alternative;

WHEREAS, the Parties wish to jointly conduct a study to explore project development identified following MAP-21 Guidance; (the “Project”);

WHEREAS, UTA has allocated \$1,000,000 in local funds towards the Project, which will have a total cost not to exceed \$2,035,000; and

WHEREAS, each of the other Parties are willing to pledge funds and/or in-kind contributions, as more particularly set forth herein, for the Project.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **PROJECT DEFINED.** The term Project, as used in this Agreement, is as described in the recitals, above. The specific tasks to be completed as part of the Project are more particularly described in the Scope of Work attached hereto as Exhibit A.
2. **PROJECT SPONSORS.** The Project Sponsors are the Parties to this Agreement.
3. **LOCAL LEAD AGENCY.** UTA will serve as the Local Lead Agency for this Project, and will provide the Project Sponsors regular reports of progress and expenditures.
4. **PROJECT MANAGER.** UTA will assign a Project Manager to manage and administer the Project. The Project Manager will be responsible to respond and report to the Technical Advisory Committee for the overall conduct of the Project.
5. **TECHNICAL ADVISORY COMMITTEE.** A Technical Advisory Committee shall be established, consisting of one individual appointed by each of the Project Sponsors. Each Project Sponsor shall designate its Technical Advisory Committee member in writing to the Project Manager upon execution hereof. The Technical Advisory Committee will review and provide comments with respect to all documents and other deliverables provided by the Project Manager. All actions of the Technical Advisory Committee shall be taken by majority vote at a regularly scheduled meeting with a quorum of members present. Each Project Sponsor may designate one alternate member to attend Technical Advisory Committee meetings provided, however, that each Project Sponsor will exercise only one vote at a Technical Advisory Committee meeting. All members of the Technical Advisory Committee shall be equal in authority. The Technical Advisory Committee will meet monthly, or more often if deemed necessary.
6. **STAKEHOLDER ADVISORY COMMITTEE.** Each Project Sponsor has or will appoint one member to a Stakeholder Advisory Committee for the Project, and will

provide the name of its designated member to the Project Manager upon execution hereof. The Stakeholder Advisory Committee will focus on the overall results and conduct of the study, and will address any disputes among the Project Sponsors involving the Project. All actions of the Stakeholder Advisory Committee shall be taken by majority vote at a regularly scheduled meeting with a quorum of members present. Each Project Sponsor may designate one alternate member to attend Stakeholder Advisory Committee meetings provided, however, that each Project Sponsor will exercise only one vote at a Stakeholder Advisory Committee meeting. All members of the Stakeholder Advisory Committee shall be equal in authority. The Stakeholder Advisory Committee will meet quarterly or as necessary.

7. FUNDING. The amounts for funding allocated by project sponsors for the Project are outlined below. There are Federal funds associated with this project, therefore Federal procurement procedures will be in effect for any contractor that is used throughout this process.

Utah Transit Authority .....	\$1,000,000
Riverton City.....	\$ 750,000
Herriman City .....	\$ 125,000
Sorenson.....	\$ 125,000
South Jordan City .....	\$ 10,000
Draper City .....	\$ 10,000
Salt Lake County.....	\$ 15,000
Wasatch Front Regional Council .....	In kind contribution

The total Project costs shall not exceed \$2,035,000. All funds allocated by the Project Sponsors will be passed through UTA for payment of contractor invoices and other Project costs. Funding will be due to UTA as follows: for each of the monetary contributions, one-half (50%) of each Party's contribution will be due and payable to UTA on or before May 1, 2013; and one-half (50%) of each Party's contribution will be due and payable to UTA on or before May 1, 2014. WFRC's in-kind contribution shall be completed in full cooperation and coordination with the Project Manager. Certain other private entities may elect to contribute some portion of a Public Party's contribution amount; but any such contribution shall not affect the amount due from each Party as set forth above.

Any changes in the Scope of Work that increase the costs of the Project require the approval of all Project Sponsors; or alternatively, any Party or Parties may elect to voluntarily contribute additional funds if the Project costs exceed \$2,035,000. Such additional contribution of funds or in-kind contribution shall not change the allocation of votes at, or the membership of, the Stakeholder Advisory or the Technical Advisory Committee.

WFRC's in-kind contribution shall consist of providing travel modeling services, as necessary and determined in cooperation with the Project Manager.

8. **CONTRACTOR SELECTION.** Upon execution of this Agreement, UTA, acting as the Lead Local Agency, may enter into consultant contracts with the contractors selected in accordance with state and federal procurement regulations.
9. **COORDINATION.** All Parties to this Agreement will keep each other abreast of substantive communications and activities related to the Project.
10. **CHANGES.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the Parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
11. **RECORDS.** The Parties understand that disclosure of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act.
12. **TERMINATION OF AGREEMENT.** Any Party may withdraw from participation in the Project, including membership on the Technical Advisory Committee and the Stakeholder Advisory, by giving written notice of such termination to all other Parties and specifying the effective date thereof, which date shall be at least thirty (30) days after the date of such notification. Any Party or Parties withdrawing from participation hereunder are nevertheless responsible for meeting their financial obligations as described in this agreement, and shall not be entitled to any refund or return of funds provided in accordance herewith. The term of this Agreement shall be not more than fifty (50) years in compliance with the Interlocal Act; and shall terminate upon the later of completion of the Project or at such time as all Parties' obligations hereunder have been fully completed.
13. **INTERLOCAL COOPERATION ACT REQUIREMENTS.** In satisfaction of the requirements of the Interlocal Act, specific to those Parties that are Public Parties, and in connection with this agreement, the Public Parties agree as follows:
  - (a) This Agreement shall be authorized by resolution of the legislative body of each Public Party pursuant to Section 11-13-202.5 of the Interlocal Act.
  - (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Public Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
  - (c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Public Party, pursuant to Section 11-13-209 of the Interlocal Act;
  - (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
  - (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth

herein, it shall be administered by the Mayor or chief executive officer of each Public Party, and an officer of any other Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

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

UTAH TRANSIT AUTHORITY

SALT LAKE COUNTY

\_\_\_\_\_  
Michael Allegra, General Manager

\_\_\_\_\_  
Ben McAdams, Mayor

\_\_\_\_\_  
Matthew Z. Sibul, Chief Planning Officer

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Hal Johnson, Project Manager

\_\_\_\_\_  
Deputy District Attorney

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Legal Counsel

CITY OF RIVERTON

CITY OF HERRIMAN

\_\_\_\_\_  
William Applegarth, Mayor

\_\_\_\_\_  
Josh Mills, Mayor

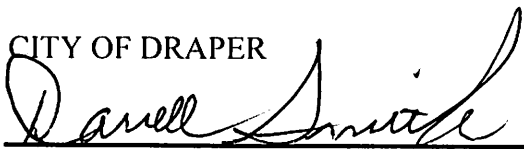
\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Approved as to Form

CITY OF SOUTH JORDAN

CITY OF DRAPER

\_\_\_\_\_  
Scott Osborne, Mayor

\_\_\_\_\_  
  
Darrel Smith, Mayor

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Approved as to Form



WASATCH FRONT REGIONAL COUNCIL

THE SORENSON GROUP

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK