

TAYLORSVILLE CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: December 7, 2011

AGENDA ITEM: Consideration of Resolution No. 11-36 - Approving an Interlocal Agreement for the development of a Taylorsville-Murray Transit Corridor Environmental Study report by and among the Utah Transit Authority, the City of Taylorsville, Murray City Corporation and Salt Lake County.

PUBLIC HEARING REQUIRED – No

RESOLUTION/ORDINANCE REQUIRED

ORDINANCE **RESOLUTION** X

PRESENTER: John Inch Morgan, Mayor Russ Wall

ISSUE SUMMARY: This Interlocal Agreement between the four entities listed above and within the Agreement, requires a financial commitment from each entity to complete the prerequisite environmental study for the 4700 South Bus Rapid Transit Corridor. The City of Taylorsville financial share of the project is \$80,000 which is approximately 22% of the estimated total cost of the study.

CITY ATTORNEY (Approved as to form): Yes

ATTACHMENTS: City Council Resolution No. 11-36, Taylorsville-Murray Transit Corridor Environmental Study report Interlocal Agreement

ACTION REQUIRED: Council Approval.

TAYLORSVILLE, UTAH
RESOLUTION NO. 11-36

**A RESOLUTION OF THE CITY COUNCIL ADOPTING AN INTERLOCAL
COOPERATIVE AGREEMENT BETWEEN THE CITY OF TAYLORSVILLE,
THE UTAH TRANSIT AUTHORITY, MURRAY CITY CORPORATION AND
SALT LAKE COUNTY FOR THE DEVELOPMENT OF THE TAYLORSVILLE-
MURRAY TRANSIT CORRIDOR ENVIRONMENTAL STUDY REPORT**

WHEREAS, the Taylorsville City Council ("*Council*") met in regular meeting on December 7, 2011, to consider, among other things, approving an Interlocal Cooperative Agreement between the City of Taylorsville ("*City*"), the Utah Transit Authority ("*UTA*"), Murray City Corporation ("*Murray*") and Salt Lake County ("*County*"); and

WHEREAS, the City, UTA, Murray and the County have determined that certain transportation improvements are needed to facilitate transportation alternatives for citizens, individuals conducting business in Taylorsville and those pursuing educational opportunities; and to encourage and assist in the economic development and maintenance of the City's tax base; and

WHEREAS, a prerequisite to the construction of the transit corridor is to conduct an Environmental Study where all of the named entities contributing as detailed in the attached interlocal agreement, with the City's share being \$80,000; and

WHEREAS, the Utah Interlocal Cooperative Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more public agencies are authorized to enter into agreements with each other upon resolutions to do so by the respective governing bodies to do what each agency is authorized by law to perform; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Taylorsville to enter into the Interlocal Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the attached Interlocal Agreement is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 11-36, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this ____ day of December, 2011.

TAYLORSVILLE CITY COUNCIL

By: _____

Jerry Rechtenbach, Chairman

SEAL

VOTING:

Dama Barbour	Yea	___	Nay	___
Bud Catlin	Yea	___	Nay	___
Larry Johnson	Yea	___	Nay	___
Morris Pratt	Yea	___	Nay	___
Jerry Rechtenbach	Yea	___	Nay	___

PRESENTED to Mayor of Taylorsville for his approval this ___ day of December 2011.

APPROVED this _____ day of December 2011.

Russ Wall, Mayor

ATTEST:

Cheryl Peacock Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ___ day of December 2011.

RECORDED this ___ day of December 2011.

INTERLOCAL AGREEMENT

for the development of a

Taylorsville-Murray Transit Corridor Environmental Study Report

This Interlocal Agreement (“Agreement”) is entered into this ____ day of _____, 2011 by and among the Utah Transit Authority (“UTA”), City of Taylorsville (“Taylorsville”), Murray City Corporation (“Murray”), and Salt Lake County.

RECITALS

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, to enter into agreements with each other which will enable them to make the most efficient use of their resources; and

WHEREAS, UTA is the public transit provider in Salt Lake County;

WHEREAS, Taylorsville and Murray are Utah municipal corporations located in Salt Lake County;

WHEREAS, the Regional Transportation Plan: 2007-2030 has identified opportunities for expanded east/west UTA transit service in the Taylorsville/Murray area;

WHEREAS, the parties wish to jointly conduct an Environmental Study Report, which will confirm the Locally Preferred Alternative, identified through the Taylorsville/Murray Alternatives Analysis process;

WHEREAS, UTA has allocated \$175,000 in federal funds towards the completion of the Environmental Study Report;

WHEREAS, Taylorsville, Murray and Salt Lake County are willing to pledge funds as more particularly set forth herein for the Environmental Study Report.

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, means the work necessary to complete the Environmental Study Report. 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 those public agencies that are 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 equally responsible to all the Project Sponsors for the overall conduct of the Project.
5. **PROJECT STEERING COMMITTEE.** A Project Steering Committee has been established, consisting of one individual appointed by each of the Project Sponsors. The Project Steering Committee will review and provide comments with respect to all documents and other deliverables provided by the Project Manager. All actions of the Project Steering 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 Project Steering Committee meetings provided, however, that each Project Sponsor will exercise only one vote at a Project Steering Committee meeting. All members of the Project Steering Committee shall be equal in authority. The Project Steering Committee will meet monthly, or as required.
6. **POLICY COMMITTEE.** Each Project Sponsor has or will appoint one member to a Policy Committee for the Project. The Policy 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 Policy 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 Policy Committee meetings provided, however, that each Project Sponsor will exercise only one vote at a Policy Committee meeting. All members of the Policy Committee shall be equal in authority. The Policy Committee will meet quarterly or as necessary.
7. **FUNDING.** The amounts for funding allocated by project sponsors for the Environmental Study Report 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.

Taylorsville City	\$80,000
Murray City.....	\$30,000
Salt Lake County.....	\$90,000
Utah Transit Authority.....	Remainder

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 upon execution of this Agreement. Any changes in the Scope of Work that increases the costs of the Project require the approval of all Project Sponsors.

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 – Title 63, Chapter 2 of the Utah Code.
12. **TERMINATION OF AGREEMENT.** Any party may terminate this Agreement for cause if any other party fails to fulfill the obligations specified herein in a timely and proper manner, or if any other party violates any of the foregoing stipulations. If any party to this Agreement wishes to withdraw for convenience, it shall have the right to terminate this Agreement 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. Parties terminating this Agreement are responsible for meeting their financial obligations as described in this agreement.
13. Pursuant to Section 11-13-206(b) of the Utah Code, the parties agree that no new entity is created by this Agreement.

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

Peter Corroon, Mayor

Kenneth D. Montague, Jr., Treasurer

Approved as to Form

Approved as to form and legality:

Legal Counsel

Deputy District Attorney

CITY OF TAYLORSVILLE

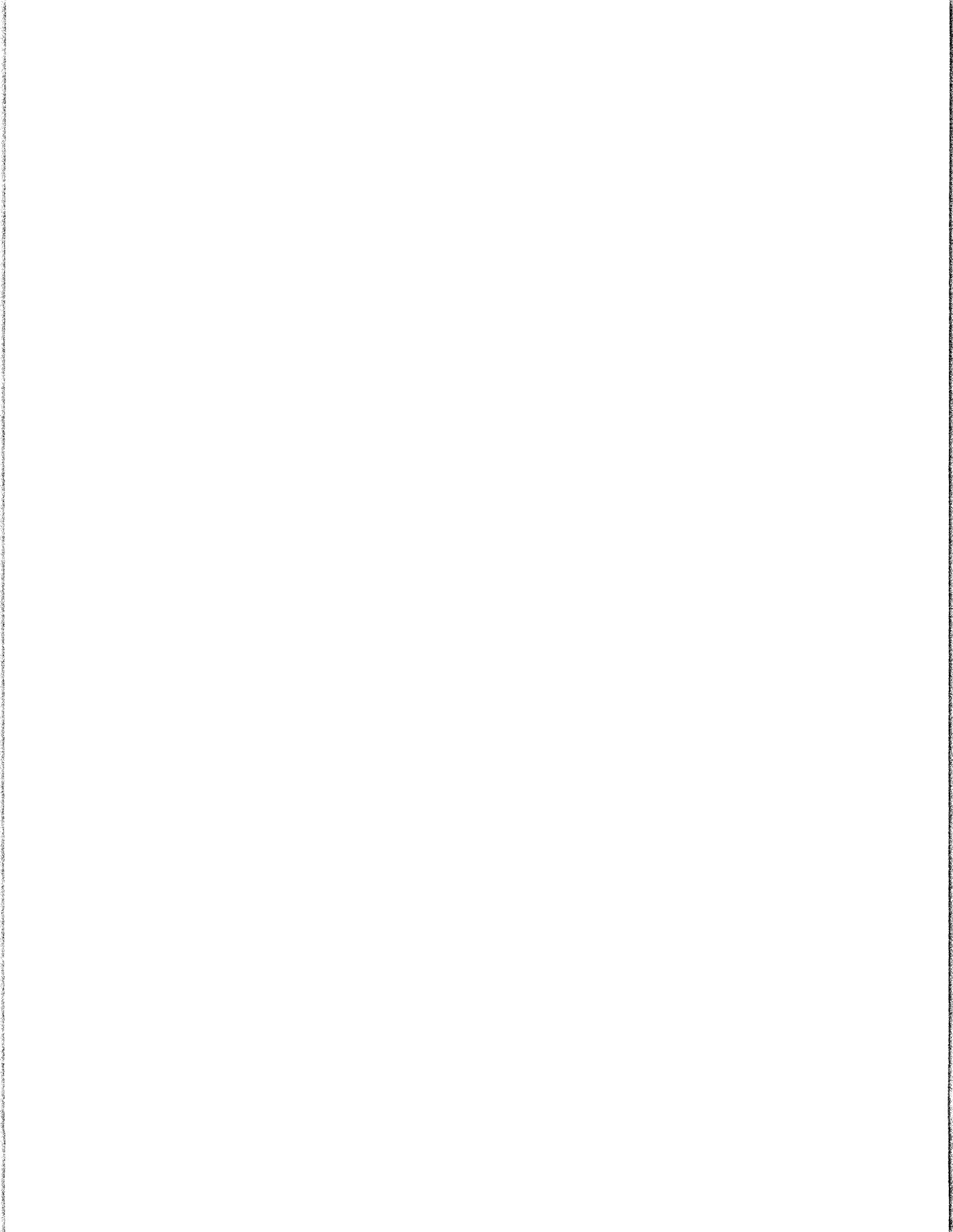
MURRAY CITY CORPORATION

Russ Wall, Mayor

Daniel Snarr, Mayor

Approved as to Form

Approved as to Form



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