
M E M O R A N D U M

DATE: July 6, 2006
TO: City Council Members
FROM: Jennifer Bruno
RE: Interlocal Agreement – UDOT, Salt Lake County, and Salt Lake City for Design Environmental Studies for Parley’s Creek Trail
CC: Rocky Fluhart, Sam Guevara, Rick Graham, Max Petersen, Richard A. Johnston

Attached is a resolution authorizing the approval of an interlocal agreement between Salt Lake City, Salt Lake County and the Utah Department of Transportation (UDOT) for the Design and Environmental Studies for the Parley’s Creek Trail.

POTENTIAL MOTIONS

1. [**“I move that the Council”**] Adopt a resolution authorizing the Mayor to sign the attached interlocal agreement with the Utah Department of Transportation and Salt Lake County, for Design and Environmental Studies for the Parley’s Creek Trail project.
2. [**“I move that the Council”**] Not adopt a resolution authorizing the Mayor to sign the attached interlocal agreement with the Utah Department of Transportation and Salt Lake County, for Design and Environmental Studies for the Parley’s Creek Trail project.

BACKGROUND

The trail, a bicycle/recreation trail running from the mouth of Parley’s Canyon to the Jordan River, was master planned by Salt Lake County in coordination with the City and the Parleys Rails, Trails and Tunnels Coalition (PRATT).

The recent Federal Highway Bill approved approximately \$10.5 million for the Parley’s Creek Trail Project. This money comes with an approximate \$2.5 million local match requirement, which will be funded by Salt Lake County (funds committed) and Salt Lake City funds that have already been appropriated (Salt Lake City’s share is \$285,652 - these funds were finalized in Budget Amendment #4 of FY 2006).

This local match will enable the construction of the trail from Parley’s Historic Nature Park to Hidden Hollow in Sugarhouse, including the Sugarhouse “Draw” crossing at 1300 East.

The first step in the process is to proceed with the Environmental Study and Design Study reports. The various funding and staging responsibilities for completing these reports are outlined in the attached interlocal agreement. The

first priority for design will be the 1700 East to Hidden Hollow section (including the “Draw” at 1300 East).

Note: Changes to the Interlocal Cooperation Act by the 2003 Legislature allow the Mayor to execute interlocal agreements without approval of the City Council except when the interlocal agreement includes any of the following:

- Acquires or transfers real property
- Construction of a facility or improvements to real property
- Bonding
- Sharing taxes or other revenue
- Agreements that includes an out-of-state public agency
- Agreements that require budget adjustments to the City’s current or future budgets
- Creation of an interlocal agency

05/30/06

RICHARD GRAHAM
PUBLIC SERVICES DIRECTOR

SALT LAKE CITY CORPORATION
DEPARTMENT OF PUBLIC SERVICES

ROSS C. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL

TO: Rocky J. Fluhart
Chief Administrative Officer
DATE: May 30, 2006

FROM: Rick Graham 
Director of Public Services

SUBJECT: Interlocal Cooperative Agreement for Design Environmental Studies for Parley's Creek Trail (Parley's Historic Nature Park to Jordan River, UDOT Project No. STP-LC35-(123), City Job No. 102117. The Agreement is between UDOT, Salt Lake City and Salt Lake County.

STAFF CONTACT: Richard A. Johnston, 535-6232

DOCUMENT TYPE: Resolution

RECOMMENDATION: Approve a resolution to authorize the mayor to sign the attached Interlocal agreement.

BUDGET IMPACT: Money is to come from the following cost center: 83-06077-2740 - \$285,000. The IFAS number is 83100262 and the activity code is 695.

BACKGROUND/DISCUSSION: The recent Federal Highway Bill (SAFETEA-LU) approved \$10.5 million for the Parley's Creek Trail project. This trail, which was recently master planned by Salt Lake County in coordination with the City and with the Parleys Rails, Trails and Tunnels Coalition (PRATT), defines a bicycle/recreation trail running from the mouth of Parley's Canyon to the Jordan River. It is estimated that the federal grant combined with a local match contribution of approximately \$2,345,000 from Salt Lake County and the City funding described above, will fund construction of the trail from Parley's Historic Nature Park to Hidden Hollow in Sugarhouse, including the Sugarhouse "Draw" crossing at 1300 East. Salt Lake County has indicated its plan to fund the major portion of the local match requirement for construction.

The first step in the Federal Highway/UDOT project delivery process is to proceed with the Environmental Study and Design Study Report. The Interlocal agreement will allow these studies and design to proceed. The first priority for design will be the 1700 East to Hidden Hollow section which includes the "Draw" crossing of 1300 East. The design team will include G. Brown Associates, the winner of the City's NEA design competition for 1300 East crossing.

PUBLIC PROCESS: This project design process will involve extensive coordination with PRATT, Salt Lake County, Sugarhouse Community Council and effected property owners.



RESOLUTION NO. _____ OF 2006
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATIVE AGREEMENT
(DESIGN ENGINEERING REIMBURSEMENT)
BETWEEN SALT LAKE CITY CORPORATION AND
THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATIVE AGREEMENT (DESIGN ENGINEERING REIMBURSEMENT) BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY CORPORATION REGARDING THE PARLEY'S CREEK TRAIL, ENVIRONMENTAL STUDIES - PHASES 3, 4, 5, PROJECT NUMBER STP-HHP-LC35(123).

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2006.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR SALT LAKE CITY ATTORNEY

COOPERATIVE AGREEMENT DESIGN ENGINEERING REIMBURSEMENT

Program
(FEDERAL PARTICIPATION)

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the Utah Department of Transportation hereinafter referred to as "UDOT", Salt Lake City, and Salt Lake County, State of Utah, acting through its Mayor(s), hereinafter referred to as "LOCAL AUTHORITY", witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the three design/environmental studies for the Parley's Creek Trail Phases 3,4 and 5 financed in part from Federal-aid highway funds, said project located at Salt Lake County and identified as STP-LC35(123); and

WHEREAS, the Local Authority, through its consultant selection process, may select a qualified CONSULTANT, (or notify the UDOT to select the consultant) to perform design engineering: and

WHEREAS, UDOT's Policy for Design Engineering on Local Government Projects provides that UDOT not perform design engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT design engineering, and UDOT design resources are available; and

WHEREAS, by law, UDOT may not expend State funds on any local government project

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

1. Description of Work Involved:

UDOT Shall:

- a. Provide a Project Manager for the project.
- b. Provide, upon written request, concept meeting, scoping meeting, environmental review, design study report review, right-of-way acquisition approval, utility agreements, P.S.& E. review, right-of-way certification, and final review.
- c. Package the project for advertising and award the construction contract.
- d. Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
- e. Charge appropriate costs for Technical Assistance and Engineering Services to the CONSULTANT.
- f. Charge appropriate costs for Design Reviews and Project Management to the project.

2. Liability: LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.

3. Financing of Project: The costs shown below are only estimates for preconstruction phase of project. Actual costs exceeding any funds outside the Commission approved STIP amount will be

paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any requests for additional federal funding above the **approved** amount will require the local authority to make an official request to their MPO or Joint **Highway** Committee and the **Transportation** Commission for extra **matching** funds. This may require an amendment to the STIP with advertisement to the public if approved by the Transportation Commission.

	FEDERAL PARTICIPATING	FEDERAL NON-PARTICIPATING
UDOT Technical Assistance and Engr Services (Charged to CONSULTANT)	As requested	
UDOT Design Reviews, Approvals, Agreements, and Project Management	\$30,000	\$
Consultant Design Engineering	\$1,390,000	\$
Design Administrative Costs	\$5,000	\$
ESTIMATED TOTAL PARTICIPATING AND NON-PARTICIPATING COSTS	\$1,425,000	\$0.00
GRAND TOTAL (Participating + Non-participating)	\$1,425,000	
Federal Funds	\$1,140,000	80%
Local Match	\$285,000	20%
Local Authority Non-participating Costs	\$0.00	
Total Local Authority Match and Non-participating Costs	\$285,000	

The entire \$285,000 will be paid by Salt Lake City. Additional local matching funds will be added by Salt Lake County at a future date if additional funding becomes needful and is allowed by the provisions of Salt Lake County contracting procedures. Salt Lake County shall review each instance of additional funding for compliance with Salt Lake County ordinances, policies and procedures, and approve the same, before Salt Lake County becomes obligated for such funding.

NOTE: The Utah State Transportation Commission has approved \$10,500,000.00 in total funds for this project. Any additional participating project costs above this amount shall be paid by the LOCAL AUTHORITY.

- a. **Payment of LOCAL AUTHORITY Matching Share:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for the environmental studies for phases 3,4 and 5 estimated at \$285,000.00. The entire \$285,000 will be paid by Salt Lake City. The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number, STP-HPP-LC35(123). Payment should be mailed to UDOT Comptroller's Office, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
- b. **UDOT Technical Assistance and Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance and Services performed by UDOT relative to this project.
- c. **UDOT Design Reviews, Approvals, Agreements, and Project Management:** The LOCAL AUTHORITY shall pay all costs (both direct and indirect) for Design Reviews, Approvals, Agreements, and Project Management performed by UDOT less the eligible amount reimbursed to UDOT by the Federal Government.
- d. **Consultant Design Engineering:** The LOCAL AUTHORITY shall submit four copies of billings for Consultant Design Engineering with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and UDOT Project Manager shall certify and approve the billings. UDOT shall pay the CONSULTANT for the LOCAL AUTHORITY by a separate Engineering Services Contract for work covered by the billing.
- e. **Design Administrative Costs:** The LOCAL AUTHORITY shall submit billings for design administrative costs it has incurred in four copies, properly certified, to the Project Manager. This billing shall be submitted within two weeks of the award of the Construction Contract. Payment shall be made to the LOCAL AUTHORITY for work covered by the billing. Further adjustments for total project costs and the LOCAL AUTHORITY's participation therein shall be made at the final invoice stage.
- f. **Underruns:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice, showing all costs, after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the design of the project, UDOT may return the amount of overpayment to the LOCAL AUTHORITY or apply the balance toward construction phase.
- g. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns prior to the project being advertised. UDOT may delay advertising the project until after the payment is made. Should the LOCAL AUTHORITY fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.

UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT project manager showing costs charged to the project.

- h. **Termination:** If this agreement is terminated for reasons other than satisfactory completion of the provisions of this agreement, UDOT may bill the LOCAL AUTHORITY for all costs incurred, providing prepaid amounts do not cover expenditures. The LOCAL AUTHORITY shall pay such costs within 30 days after receiving the billing. Federal funds for future projects may be withheld until payment is made.
 - i. **Responsibility for Contract:** On behalf of the LOCAL AUTHORITY, Salt Lake City shall obtain the services of the Design Consultant according to its contracting policies and procedures, and shall be responsible of supervision of said Consultant's performance.
4. **Plan Review:** Final plans, specifications and estimates shall be approved by the LOCAL AUTHORITY and reviewed by the UDOT acting for the Federal Highway Administration prior to advertising for bids for construction.
5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the Consultant Design Engineer for this project is in conformance with UDOT and FHWA requirements. Failure to conform to these requirements may result in loss of Federal funds for the project.
6. **Termination:** This agreement may be terminated as follows:
- a. By mutual agreement of the parties, in writing.
 - b. By either UDOT or the LOCAL AUTHORITY for failure of any of the parties to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
 - c. By UDOT for the convenience of the State upon written notice to the LOCAL AUTHORITY.
 - d. Upon satisfactory completion of the provisions of this agreement.
 - e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed.
7. **Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees:**
- UDOT and Salt Lake County each represents that it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee of former Salt Lake City officer or employee to breach any of the ethical standards set forth in the Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
8. **Inter-local Co-operation Act Requirements:**
- a. This agreement shall be authorized by resolution of the governing body of each party pursuant to Section 11-13-202.5 of the Inter-local Co-operation Act, Utah Code Title 11, Chapter 13, as amended (the "Act").

- b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;
- c. A duly executed original counterpart of this agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the 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 for herein, it shall be administered by the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as joint board. 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.

9. Duration:

The term of this agreement shall begin on the date it has been approved by all parties pursuant to Section 8(a), and shall terminate as provided in Section 6, which termination date shall be not more than 50 years after the beginning of the term.

NA051562

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

AUTHORIZED LOCAL AUTHORITY OFFICIAL – Salt Lake County

By: [Signature] Date: 5/15/06
Title: Chief Administrative Officer
Printed Name: DOUG WILLMORE

AUTHORIZED LOCAL AUTHORITY OFFICIAL – Salt Lake City

By: _____
Title: _____ Date: _____
Printed Name: _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date: _____
By: _____

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE

By: _____
Title: Region Director Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

Project Management Administration signature required when the standard boilerplate agreement has been modified.

Check box if Project Management Administration signature is required.

By: _____ Date: _____
Title: Director of Engineering Services

By: _____ Date: _____
Title: Contract Administrator

This form agreement has been reviewed and approved by the designated representative of the Attorney General.

Approved as required by §11-13-202.5, U.C., 1953 as amended:

By: [Signature]
Office of District Attorney for Salt Lake County

By: [Signature]
Office of Salt Lake City Attorney

GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. General Provisions: The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. Modification: This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. Retention and Custodial for Records:
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
 - (1) If any litigation, claim, or audit is stated before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
4. Equal Employment Opportunity:
 - (a) The applicant/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The applicant/recipient agrees to ensure that its contractors and subcontractors regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age, and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. Copeland Act: All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to 4-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the GICAO.
7. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no worker or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. Access to Records: All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcripts.
9. Civil Rights: The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in compliance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance and shall immediately take any measures necessary to effectuate this Act. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment,
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
10. Nondiscrimination: The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000g), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. Rehabilitation Act: The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. Government Rights (Unlimited): FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
15. Drug-Free Workplace: By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 8101 et seq.) and implementing regulations (41 CFR Part 101-11.6) which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. Litigation: Use of Federal Funds for Lobbying for Grants in Excess of \$100,000: By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Use of payment of Federal funds for lobbying or other activities prohibited by 31 U.S.C. Sec. 1352, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declaration to the grant recipient. In addition, with respect to the payment of funds not Federally appropriated by the recipient and sub-recipients the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

RESOLUTION NO. 3855

DATE: May 23, 2006

RESOLUTION APPROVING ADOPTION OF INTERLOCAL AGREEMENT WITH
UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY FOR
DESIGN ENGINEERING OF PARLEY'S CREEK TRAIL

BE IT KNOWN BY THESE PRESENTS:

WHEREAS, Salt Lake County, a body politic and political subdivision of the State of Utah; Salt Lake City, a Utah municipal corporation; and the Utah Department of Transportation (UDOT) have agreed to cooperate in obtaining design engineering services for three design/ environmental studies for Parley's Creek Trail Phases 3, 4 and 5; funded in part from Federal-aid highway funds; and,

WHEREAS, an agreement has been written to set forth the terms and conditions of the parties' agreement concerning said matter, a copy of which is attached herewith; and,

WHEREAS, such agreement is authorized and promulgated pursuant to the provisions of the Utah Interlocal Cooperation Act; and,

WHEREAS, the legislative body of Salt Lake County does approve of the joint and cooperative action contemplated by said agreement, and the agreement;

NOW THEREFORE, BE IT RESOLVED by the County Council of Salt Lake County that the aforesaid Agreement for obtaining design engineering services in cooperation with Salt Lake City and UDOT, a copy of which is incorporated herein by reference, be, and hereby is, approved, and the Mayor of Salt Lake County is hereby authorized to execute the same.


DATED this 23rd day of May, 2006.


CORTLUND G. ASHTON, Chairman

VOTING:

Councilman Ashton	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Councilman Bradley	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Councilman Crockett	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Councilman Hatch	Absent	<input type="checkbox"/>	Nay	<input type="checkbox"/>
Councilman Hendrickson	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Councilman Horiuchi	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Councilman Jensen	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Councilman Wilde	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Councilwoman Wilson	Absent	<input type="checkbox"/>	Nay	<input type="checkbox"/>

ATTEST:


SALT LAKE COUNTY CLERK