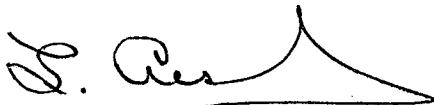


COUNCIL TRANSMITTAL



TO: Lyn Creswell,
Chief Administrative Officer

DATE: October 22, 2007

FROM: Janneke House

SUBJECT: HB 40 Township/Annexation Interlocal Agreement

STAFF CONTACT: *Janneke House 535-7920*

DOCUMENT TYPE: *Interlocal Cooperation Agreement*

BUDGET IMPACT: Salt Lake City will share 12.9% of the total cost

BACKGROUND/DISCUSSION: The Utah Legislature adopted legislative intent under House Bill 40 (2005) requiring each county of the first class and those Municipalities adjacent to townships within a county of the first class to (1) assess and evaluate the desires of residents and property owners within townships with regard to annexation, incorporation, or remaining in the unincorporated area of the County, and (2) develop a plan to respond to and implement those desires. The Parties agree to cooperate in a joint effort through the Joint Board created under this Agreement to accomplish their obligations established by the Utah Legislature in HB 40 (2005). These obligations include hiring a consultant(s) to develop and prepare educational and informational materials to facilitate the survey process. This process will include conducting a survey to determine the desires of residents and property owners within the townships with regard to annexation, incorporation, or remaining in the unincorporated area of the County, with the results being assessed and evaluated by the consultant. In order to accomplish these obligations, the Parties will hire either one consultant for both tasks OR two individual consultants who will coordinate task completion.

RECOMMENDATION: Adopt.

RESOLUTION NO. _____ OF 2007

AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN
SALT LAKE COUNTY
AND

HOLLADAY CITY, SANDY CITY,
MURRAY CITY, CITY OF SOUTH SALT LAKE, SALT LAKE CITY,
CITY OF TAYLORSVILLE, WEST VALLEY CITY,
CITY OF SOUTH JORDAN CITY OF WEST JORDAN

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; and

WHEREAS, the City Council finds that the Agreement is in the best interest of the City;

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

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

AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY, HOLLADAY CITY, SANDY CITY, MURRAY CITY, CITY OF SOUTH SALT LAKE, SALT LAKE CITY, CITY OF TAYLORSVILLE, WEST VALLEY CITY, CITY OF SOUTH JORDAN, CITY OF WEST JORDAN REGARDING HOUSE BILL 40 (2005) REQUIREMENT TO ASSESS AND EVALUATE THE DESIRES OF RESIDENTS AND PROPERTY OWNERS WITHIN TOWNSHIPS WITH REGARD TO ANNEXATION, INCORPORATION OR REMAINING IN THE UNINCORPORATED AREA OF THE COUNTY AND DEVELOP A PLAN TO RESPOND TO THOSE DESIRES.

2. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve, execute, deliver and implement said agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, or with such changes therein as the Mayor on behalf of the City shall approve, his execution thereof to constitute conclusive evidence of such approval. If the agreement was executed and delivered before the adoption of this resolution, such execution and delivery by the Mayor and others are hereby approved, ratified, and confirmed.

Passed by the City Council of Salt Lake City, Utah, this _____ day of
_____, 2007.

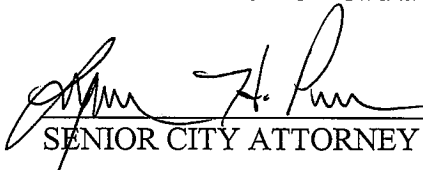
SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

 10-31-07

SENIOR CITY ATTORNEY

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
HOLLADAY CITY, SANDY CITY,
MURRAY CITY, CITY OF SOUTH SALT LAKE, SALT LAKE CITY, CITY OF
TAYLORSVILLE,
WEST VALLEY CITY, CITY OF SOUTH JORDAN,
CITY OF WEST JORDAN

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into the ____ day of _____, 2007, by and between SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah, HOLLADAY CITY ("HOLLADAY"), SANDY CITY ("SANDY"), MURRAY CITY ("MURRAY"), CITY OF SOUTH SALT LAKE ("SOUTH SALT LAKE"), SALT LAKE CITY ("SALT LAKE"), CITY OF TAYLORSVILLE ("TAYLORSVILLE"), WEST VALLEY CITY ("WEST VALLEY"), CITY OF SOUTH JORDAN ("SOUTH JORDAN") and CITY OF WEST JORDAN ("WEST JORDAN"), municipal corporations of the State of Utah. These Municipalities may sometimes be referred to collectively in this Agreement as the "Municipalities." Further, County, Holladay, Sandy, Murray, South Salt Lake, Salt Lake, Taylorsville, West Valley, South Jordan, and West Jordan may sometimes be referred to as the Parties.

WITNESSETH:

WHEREAS, the Utah Legislature adopted legislative intent under House Bill 40 (2005) requiring each county of the first class and those Municipalities adjacent to townships within a county of the first class to (1) assess and evaluate the desires of residents and property owners within townships with regard to annexation, incorporation, or remaining in the unincorporated area of the County, and (2) develop a plan to respond to and implement those desires;

WHEREAS, Salt Lake County is a county of the first class and the Municipalities are adjacent to townships within Salt Lake County; and

WHEREAS, the Municipalities and County desire to hire either two consultants, one consultant to perform assessments and evaluations as part of the survey required by the Utah Legislature, and a second consultant to develop and prepare educational and informational materials OR one consultant to perform the survey and develop the educational and informational materials.

WHEREAS, The Parties further desire to share the costs equally for these consultants.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the receipt of which is acknowledged, the Parties covenant and agree as follows:

1. The Project. The Parties agree to cooperate in a joint effort through the Joint Board created under this Agreement to accomplish their obligations established by the Utah Legislature in HB 40 (2005). These obligations include hiring a consultant(s) to develop and prepare educational and informational materials to facilitate the survey process. This process will include conducting a survey to determine the desires of residents and property owners within the townships with regard to annexation, incorporation, or remaining in the unincorporated area of the County, with the results being assessed and evaluated by the consultant. In order to accomplish these obligations, the Parties will hire either one consultant for both tasks OR two individual consultants who will coordinate task completion.

The Parties acknowledge and agree that they will refrain from any activity that may bias the results of the work to be performed by the consultants. The Parties further acknowledge and agree that they will not provide any information or input in any manner to any person or entity that may bias or in any way prejudice the assessments, evaluations or surveys to be performed by the consultants.

The resulting reports provided by each of the retained consultants will be shared with all participating entities.

2. Joint Board. No new entity is created under this Agreement. The Parties agree to create a Joint Board that will consist of qualified representatives of each of the Municipalities and the County. The Joint Board shall have the responsibility for signing the interlocal agreement, providing payment, and overseeing the project.

The Joint Board shall have no authority to alter the terms of this Agreement unless agreed to in writing by all the parties. The Joint Board shall recognize the current standing working sub-committee consisting of twelve representatives. The sub-committee is comprised of one from each of the following Municipalities for a total of five (5): Holladay, Murray, Salt Lake City, South Salt Lake City, and West Valley City, five (5) representatives will be put forth by the Association of Community Councils Together; one (1) member from the Salt Lake County Mayor's Office and one (1) from the Salt Lake County Council will make up the remainder of the working sub-committee.

The sub-committee shall elect a chairperson, and a vice chairperson and shall in all respects follow the requirements of the Open and Public Meeting laws, Title 52, Chapter 4, Utah Code Annotated, the Governmental Records Access Management Act, Title 63, Chapter 2, Utah Code Annotated, and all other applicable laws.

Meeting notice will be given to the designated member of the municipality and the municipality's Recorder. Board members will be notified of meetings and necessary action via the method they choose at the first meeting. A quorum of the sub-committee must be present to conduct meetings. A quorum of the sub-committee shall consist of at least three city representatives, three representatives of the Association of Community Councils and one County representative.

The sub-committee shall choose which entity will manage the procurement and payment process, work with the selected consultant(s) to develop survey questions and educational materials, and review survey results for presentation to the participating entities. The Parties agree and understand that the entity selected to award the contracts will follow its own procurement ordinances and policies. It shall be the responsibility of the Party selected to evaluate any billings from the consultant(s), promptly pay such billings, and forward copies of such billings and evidence of payments to the other Parties, which shall, within forty-five (45) days, remit their proportionate share as set forth in Paragraph 3 below.

All decisions made by the sub-committee must be by unanimous vote. Members not attending a meeting where decisions are made may select, should the Joint Board establish a resolution or rule allowing so, a proxy to vote in their place OR must be given the opportunity to ratify the decision. Decisions must be ratified within 10 calendar days; otherwise it is assumed that the member agrees with the decision made by the quorum. Should unanimity fail to be reached, the issue(s) at hand will then be decided upon by an Elected Officials Board made up of two (2) elected officials, one from each of two of the Municipalities, one (1) Salt Lake County Councilman, and the Salt Lake County Mayor, for a total committee of four (4), whose decision, made by majority, shall be final.

3. Finance. The Parties agree to cooperate in sharing the costs which will be determined equitably and based upon the overall costs for the consultant(s). Salt Lake County will incur 50% of the cost for the consultant(s). The Municipalities will share the remaining fifty percent (50%) of the total costs for the consultant(s) in the following proportions: Holladay (9.6%), Sandy (2.1%), Murray (6.3%), South Salt Lake (4.6%), Salt Lake City (12.9%), Taylorsville (2.8%), West Valley City (9.3%), South Jordan (0.1%), and West Jordan (2.4%).

The cost for the educational material consultant will not exceed \$50,000 for Salt Lake County and \$50,000 for the Municipalities. The survey consultant cost will not exceed \$100,000 for Salt Lake County and \$100,000 for the Municipalities. The total cost for both the educational material and the survey consultant (s) shall not exceed \$300,000 collectively.

4. Term. This Agreement and the performance of the assessments, evaluations, and the development of a plan shall be performed and completed prior to July 1, 2008.

5. Counterparts. This Agreement may be executed in counterparts by the Cities and the County. In such event, a duly executed original counterpart shall be filed with the keeper of records of each party pursuant to the Act.

6. Interpretation. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

7. Entire Agreement. This Agreement embodies the entire Agreement between the Parties and shall not be altered except in writing signed by all Parties.

8. Approval. This Agreement must be approved and executed in accordance with the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-13-101, et seq.

9. Property. No real or personal property will be acquired, held or disposed of in this cooperative undertaking.

IN WITNESS WHEREOF, the parties do execute this agreement on the day and year as set forth above.

HOLLADAY CITY, a municipal corporation of the State of Utah.

By: _____
Mayor Dennis R. Webb or designee

Attest: _____

Date:

City Recorder

SALT LAKE CITY, a municipal corporation of the State of Utah.

By: _____
Mayor Ross C. Anderson or designee

Attest: _____

Date:

City Recorder

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 10-30-07
By [Signature]

CITY OF SOUTH SALT LAKE, a municipal corporation of the State of Utah.

By: _____
Mayor Robert D. Gray or designee

Attest: _____

City Recorder

Date:

SANDY CITY, a municipal corporation of the State of Utah.

By: _____
Mayor Tom Dolan or designee

Attest: _____

City Recorder

Date:

MURRAY CITY, a municipal corporation of the State of Utah.

By: _____
Mayor Daniel C. Snarr or designee

Attest: _____

City Recorder

Date:

CITY OF TAYLORSVILLE, a municipal corporation of the State of Utah.

By: _____
Mayor Russ Wall or designee

Attest: _____

Date:

City Recorder

CITY OF WEST JORDAN, a municipal corporation of the State of Utah.

By: _____

Mayor David B. Newton or designee

Attest: _____

Date:

City Recorder

CITY OF SOUTH JORDAN, a municipal corporation of the State of Utah.

By: _____

Mayor W. Kent Money or designee

Attest: _____

Date:

City Recorder

WEST VALLEY CITY, a municipal corporation of the State of Utah.

By: _____

Mayor Dennis Nordfelt or designee

Attest: _____

Date:

City Recorder

SALT LAKE COUNTY, a political subdivision of the State of Utah.

By: _____
Mayor Peter M. Corroon or designee

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 2007, personally appeared before
me _____, who being by me duly sworn did say, that s/he is
the _____ of Salt Lake County, Office of the Mayor, and that said
instrument was signed in behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County, Utah