

RESOLUTION NO. 2017-07A

SEVEN COUNTY INFRASTRUCTURE COALITION

July 7, 2017

RESOLUTION TO APPOINT THREE PERSONS TO SERVE ON THE JOINT COMMITTEE RELATED TO THE FIRST PHASE OF THE STUDY TO EXTEND SR-88 TO I-70 TO SELECT BEST APPLICANT, REVIEW PROGRESS, AND REPORT TO BOARD, AND RELATED MATTERS.

IT IS HEREBY RESOLVED by the Governing Board of the Seven County Infrastructure Coalition to appoint three individuals to serve on the joint committee with those appointed by the Uintah Transportation Special Service District to select the best applicant to conduct the study for phase one, to review progress, and to report to the Board, and related matters.

NAMES OF COMMITTEE MEMBERS FROM COALITION

- 1. McKee
- 2. Burdick / Duchesne
- 3. Daggett / Lytle

Motion to approve by Burdick, seconded by Horrocks

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

Carbon	Board Member	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Daggett	Board Member	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Duchesne	Board Member	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Emery	Board Member	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
San Juan	Board Member	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Sevier	Board Member	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Uintah	Board Member	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Phil Lyman
Co-Chair Phil Lyman

Jae Potter
Co-Chair Jae Potter

ATTEST:
Eric Johnson
Eric Johnson



AGREEMENT

AGREEMENT made and entered into this 27th day of January, 201~~6~~⁷ and effective as of the date, set forth above, by and between SIX COUNTY INFRASTRUCTURE COALITION, an interlocal entity of the State of Utah, hereinafter referred to as "Six County" and UINTAH TRANSPORTATION SPECIAL SERVICE DISTRICT, a political subdivision of the State of Utah, hereinafter referred to as "UTSSD" in this agreement.

RECITALS

WHEREAS, Six County desires to study the feasibility of developing a throughway from the southern boundary of Uintah County into Grand County, including a potential high speed roadway, and subject to available funds, a pipeline, or combination thereof; and

WHEREAS, the desired study is to be completed in a manner that will meet the requirements of the United States governmental entities which will need to approve any road through the proposed area; and

WHEREAS, Six County has acquired some funding to pay for environmental studies necessary to move forward with a road construction project in the area involved; and

WHEREAS, Six County will need to have more funding to pay for the environmental work that will need to be performed and hopes to secure State funding to help pay for the necessary studies; and

WHEREAS, UTSSD is willing to provide some starter funding to Six County to help with initial steps of getting the environmental work started pending Six County finding the money to fund the required environmental studies; and

WHEREAS, the parties have agreed that the money contributed to the project by UTSSD will

be paid to Six County as agreed below; and

WHEREAS, This AGREEMENT is made to set out the terms and conditions under which said money will be paid and how it will be used.

NOW THEREFORE, UTSSD, and Six County agree as follows:

TERMS AND CONDITIONS

1. Structure of the Transportation Corridor Study Group. Six County will form a group made up of three officers of Six County and two officers of the UTSSD. All actions taken by the study group shall be approved by a majority of the group present at any duly called meeting. *MJM* *Thane @*

2. Authorized Actions of the study Group. In furtherance of its purpose, the primary allocation of funds will be to study and consider the environmental impacts of a potential transportation corridor with a high speed road from the southern border of Uintah County to I-70/railway corridor. No other uses of the money are authorized.

3. No Inter-Governmental Entity Created. This agreement does not create an inter-governmental entity. The Group does not have power to bind either of the signing entities or to compel them to take any action.

(a) The Group shall not have the right to borrow money or incur indebtedness, liabilities, or obligations, nor to issue bonds.

(b) The Group shall not have the right to file any legal action on its own behalf or on behalf of its members.

4. Escrow. UTSSD and Six County shall each deliver to the Utah State Treasurer, the sum of Five Hundred Thousand Dollars (\$500,000.00) to be held and disposed of by the Treasurer in accordance with the duties, instructions, and upon the terms and conditions set forth in an Escrow

Agreement to which the parties hereto shall agree.

5. Duties of Treasurer. The duties of the Treasurer under the terms of the Escrow Agreement shall include the following;

- (a) The Treasurer shall deposit into a separate fund (the "Escrow Fund") the Proceeds and any Additional Amounts to be used in connection with the Project.
- (b) Each authorization for dispersal of funds must be signed by one official from each of the parties to this Agreement. The Treasurer shall reimburse Six County when authorized in writing by one representative of Six County and one representative of the UTSSD.

6. Counterparts. This agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

7. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

8. Term. This agreement shall be effective upon its signing by both parties and shall terminate when the environmental work for which the escrow is accomplished or by agreement of both parties whichever occurs first.

9. Authorization. The individuals signing this agreement, on behalf of the parties confirm that they are duly authorized representatives and are lawfully empowered to sign this agreement on behalf of his or her respective entity.

IN WITNESS WHEREOF, each member hereto executes this agreement as of the date specified by its signature block.

SIX COUNTY INFRASTRUCTURE COALITION

By: Michael J. McKee

Dated: 1-18-2017

UINTAH TRANSPORTATION SPECIAL SERVICE DISTRICT

By: Don W. Smith
Chair,

Dated: 1-27-2017