

RESOLUTION #18-21 C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WHITE CITY AND SANDY CITY RELATING TO THE DESIGN OF SANDY CANAL TRAIL

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the City desires to complete design of certain improvements to the Sandy Canal Trail ("Design") and the Township agrees to provide funding to the City to assist in completing the Design; and

WHEREAS, the Township and City desire set the obligations and responsibilities of both parties in City's completion of the Design; and

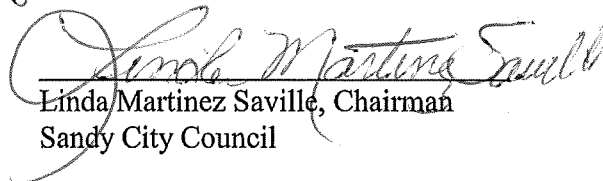
WHEREAS, it has been determined that the best interests of the City and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached agreement described as an interlocal agreement between White City and Sandy City relating to the design of Sandy Canal Trail.
2. The Hon. Kurt Bradburn, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

DATED this 1st day of May, 2018.


Linda Martinez Saville, Chairman
Sandy City Council

ATTEST:

Molly J. ...

City Recorder

RECORDED this 2nd day of May, 2018.



INTERLOCAL COOPERATION AGREEMENT

Between

SANDY CITY

And

WHITE CITY METRO TOWNSHIP

FOR DESIGN OF SANDY CANAL TRAIL

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this __ day of _____, 2018, between WHITE CITY METRO TOWNSHIP, a municipal corporation of the State of Utah (hereafter "Township"), and the SANDY CITY, a municipal corporation of the State of Utah ("City"). The Township and City are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Cooperation Act"), authorizes public agencies to enter into joint agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the City desires to complete design of certain improvements to the Sandy Canal Trail (the "Design") and the Township desires to provide funding to the City to assist in completing the Design;

WHEREAS, the Township and City desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both parties in City's completion of the Design.

AGREEMENT:

NOW, THEREFORE, the Parties mutually agree as follows:

1. Improvement Project. The City intends to complete the Design or cause the Design to be complete as set forth in **Exhibit A** of this Agreement, attached hereto and incorporated by reference. The City hereby agrees that design work related to this Agreement will be competitively bid in compliance with all applicable procurement rules.

2. Payment. Within sixty (60) days after receipt (as defined in section 3.I. of this Agreement) of an invoice by the Township, the Township shall pay to the City a portion of the

actual cost of completing the Design, in the amount of fifty percent (50%) of the bid amount. If actual cost exceeds the bid amount, the Township shall pay fifty percent (50%) of actual costs.

3. Miscellaneous Provisions. The following provisions are also an integral part of this Agreement:

A. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

B. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

C. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

D. Liability and Indemnification. The Parties are both governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. § 63-30-1, et seq.) (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

E. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

F. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

G. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

H. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and both City and County have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

I. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by any communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is

(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 a joint board of the public works directors of the City and the County, or their designees. 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.

N. Protection of the Scrivener. No provision of this Agreement, nor any ambiguities that may be contained within this Agreement, shall be construed against any party on the grounds such Party or Party's counsel drafted the provision at issue or that the provision at issue contains a covert, representation or warranty of such Party.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.


SANDY CITY, a Utah municipal corporation

Kurt Bradburn, Mayor

ATTEST:

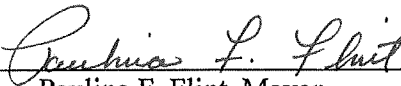
Molly Spira, City Recorder

APPROVED AS TO FORM:



METRO TOWNSHIP ATTORNEY

WHITE CITY METRO TOWNSHIP,
a Utah municipal corporation

By: 

Paulina F. Flint, Mayor

SANDY CITY APPROVALS

Department TW
Risk Mgt. CMB
Budget BK
Legal Form DA
Purchasing Compliance EL

Proposed Bridge and Trail by County

Proposed Overflow to Dimple Dell

Proposed Trail and Drainage Improvements in Sandy Canal Corridor

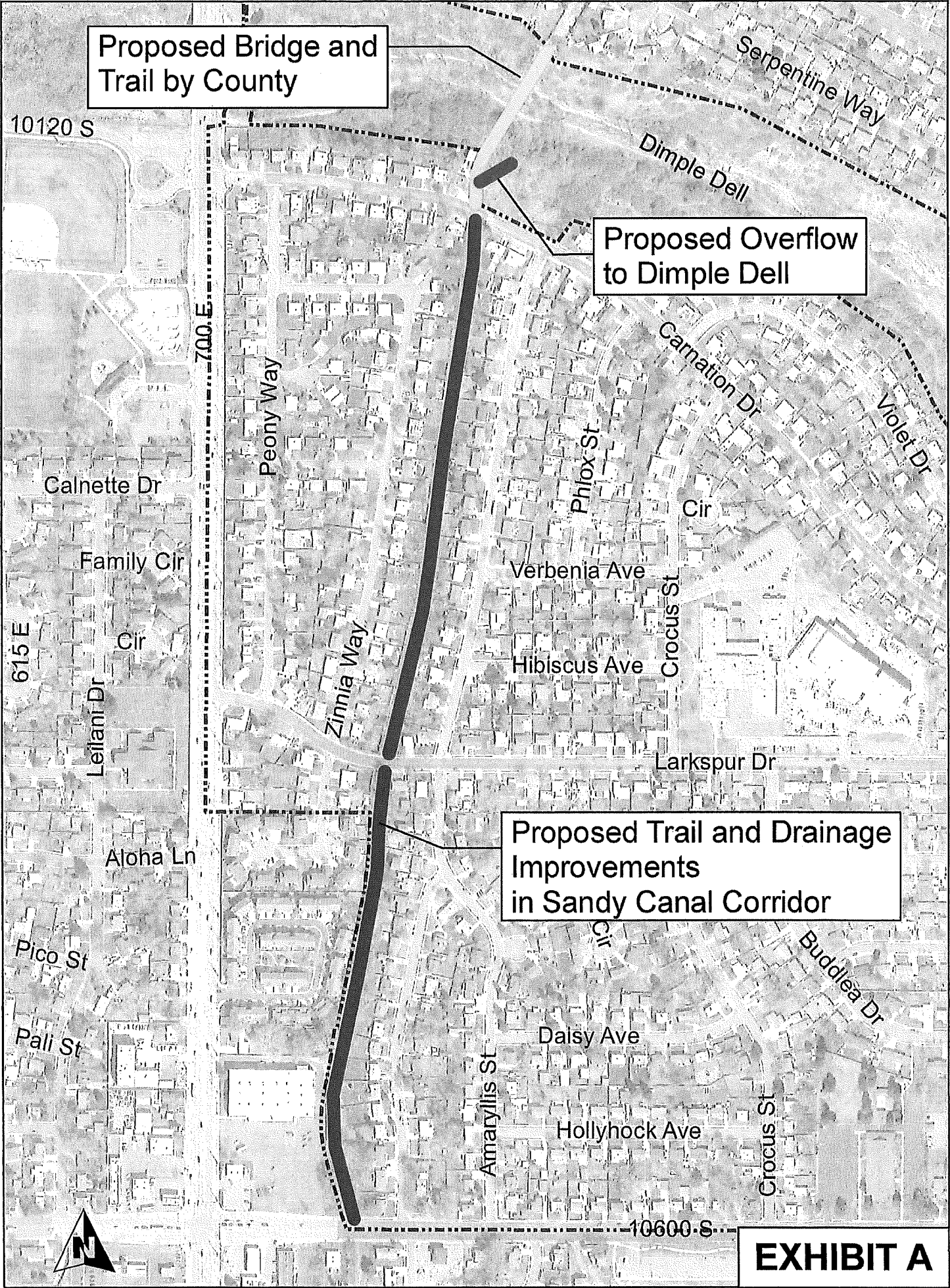


EXHIBIT A

ATTACHMENT

“A”

RESOLUTION NO.: 18-04-02 DATE: 04-05-2018

A RESOLUTION OF THE WHITE CITY METRO TOWNSHIP COUNCIL APPROVING
AND ADOPTING AN INTERLOCAL AGREEMENT BETWEEN WHITE CITY AND
SANDY CITY FOR THE DESIGN OF THE WHITE CITY-SANDY CANAL TRAIL

RECITALS

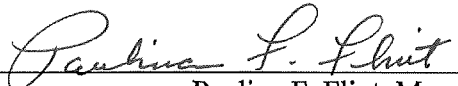
- A. The White City Metro Township ("White City") is a Metro Township pursuant to Utah Code Annotated ("UCA") §§ 10-2a-401 *et seq.*
- B. The White City Metro Township Council ("Council") is a Metro Township Council pursuant to UCA §§ 10-3b-501 *et al.*
- C. Sandy City ("Sandy") is a City and neighboring municipality to White City.
- D. Sandy and White City desire to promote the development of a trail along the confluence of the decommissioned Sandy Canal.
- E. As a part of the development of the trail, a design of the trail is needed to determine trail aesthetics and the overall costs to construct.
- F. Partnering with Sandy via an interlocal agreement allows White City and Sandy to more effectively and efficiently achieve work towards the common goal of constructing the trail.

RESOLUTION

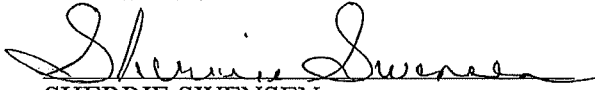
THEREFORE BE IT RESOLVED by the White City Metro Township Council, the Council approves and adopts the attached Interlocal Cooperation Agreement between White City and Sandy City for the design of the White City-Sandy Canal Trail, hereinafter to be known as Attachment "A" to this resolution, for the mutual benefit of White City and Sandy.

APPROVED and ADOPTED in the White City Metro Township, Salt Lake County, State of Utah on this 5 Day of April, 2018.

WHITE CITY METRO TOWNSHIP COUNCIL


Paulina F. Flint, Mayor

ATTESTED:



SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:


METRO TOWNSHIP ATTORNEY

Voting:

Councilmember Cutler voting ATC

Councilmember Dickerson voting ATC

Councilmember Flint voting ATC

Councilmember Perry voting ATC

Councilmember Price voting ATC