

RESOLUTION #19-20C

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE INTERLOCAL AGREEMENT BETWEEN SANDY CITY AND WHITE CITY METRO TOWNSHIP RELATING TO CONSTRUCTION OF SANDY CANAL TRAIL AND STORMWATER IMPROVEMENTS.

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 Sandy City and the White City Metro Township desire to work together to complete the Sandy Canal Trail, with upgraded stormwater collection, in the location of the Sandy Canal from Carnation Drive to 10600 South, Salt Lake County, Utah and share the cost of the construction; and

WHEREAS, the City and the District intends to set the obligations and responsibilities of both parties in completion of these improvements; and

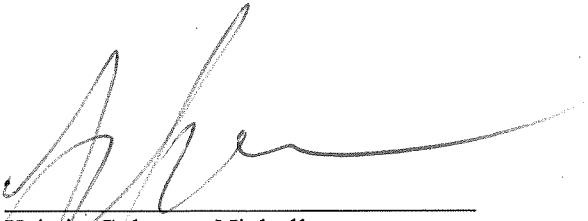
WHEREAS, it has been determined that the best interests of the City and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein; and

WHEREAS, the attached agreement has been prepared to be entered into concurrently with the Interlocal Cooperation Agreement between Sandy City and White City Metro Township for Property Conveyance of Sandy Canal Trail and Stormwater Improvements (Resolution #19-19C) and the Amendment to Storm Drainage and Flood Control Agreements between Salt Lake County and Sandy City (Resolution #19-21C) 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 Cooperative Agreement between Sandy City and White City Metro Township relating to construction of Sandy Canal Trail and stormwater improvements.
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 18 day of JUNE, 2019



Kristina Coleman-Nicholl
Sandy City Council

ATTEST:



City Recorder



RECORDED this 19 day of June, 2019.

INTERLOCAL COOPERATION AGREEMENT

**between
SANDY CITY
and**

WHITE CITY METRO TOWNSHIP

**FOR CONSTRUCTION OF SANDY CANAL TRAIL AND STORMWATER
IMPROVEMENTS**

[Between Carnation Drive and 10600 South, Salt Lake County, Utah]

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2019 (the "Effective Date") between SANDY CITY, a municipal corporation of the State of Utah ("Sandy City"), and **White City Metro Township**, a municipal corporation of the State of Utah ("White City"). Sandy City and White 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 on a basis of mutual advantage to provide services and facilities in a manner consistent with best geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties have worked together to design the Sandy Canal Trail, with upgraded stormwater collection, in the location of the Sandy Canal from Carnation Drive to 10600 South, Salt Lake County, Utah (the "Project") pursuant to Interlocal Agreement, dated May 3, 2019, (attached hereto as Exhibit "1") and now desire to construct the Project; and

WHEREAS, White City desires Sandy City to complete the Project and dedicate the same to White City following completion; and

WHEREAS, White City and Sandy City intend to each pay a portion of the cost of Project construction costs; and

WHEREAS, the Parties are concurrently entering into a separate interlocal cooperation agreement setting forth the terms and conditions of the dedication; and

WHEREAS, the Parties desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both Parties in completion and sharing the cost of construction of the Project.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and provisions contained herein, the Parties mutually hereby agree as follows:

1. **Project.** Sandy City shall, as requested by White City, construct the Project as shown in Exhibit A of this Agreement, attached hereto and incorporated herein by this reference. Sandy City hereby agrees that the Project will be competitively bid in accordance with all laws, ordinances, rules and procedures applicable to Sandy City construction projects.

2. **Access.** White City hereby grants to Sandy City all required permission and access for work to be performed on the Project, as applicable.

3. **Public Bid Opening.** Sandy City shall inform White City of the date and time of the public bid opening for the Project, and a representative of White City may attend.

4. **Award of Bid; Deposit.** Based on the bids received and applicable laws, ordinances, rules and procedures applicable to Sandy City construction projects, Sandy City, after consultation with White City, shall select the lowest responsive and responsible bidder. Sandy City shall thereafter notify White City of the selection and the selected contractor's bid amount for the Project (the "Contract Price"). Within thirty (30) days after the bid opening, White City, through the Greater Salt Lake Municipal Services District ("MSD") shall deposit in a mutually approved Project Reserve Account funds (the "Deposit") in an amount equal to one hundred percent (100%) of the Contract Price, less \$150,000 ("City's Maximum Contribution").

5. **Construction Contractor.** Sandy City shall enter into a contract ("Contract") with the selected contractor ("Contractor"). The scope of work and Contract Price shall be as set forth in the selected contractor's bid and Contract.

6. **Use of Deposit.**

(a) Sandy City shall require the Contractor to submit pay requests, and Sandy City shall pay approved amounts from the Deposit, less any standard retention held in accordance with Sandy City's ordinances, rules, regulations and policies generally applicable to Sandy City construction projects and to the Project. Copies of the pay requests, together with proof of payment shall be sent to the MSD, acting as agent for White City. In addition, Sandy City shall pay \$150,000, representing Sandy City's maximum contribution, of the approved amounts from the City's Maximum Contribution. Sandy City may determine in City's sole discretion which payments are made from the City's Maximum Contribution and which payments are made from the Deposit.

(b) Notwithstanding paragraph 6(a), the Parties understand and agree that included in White City's contribution to the Project is \$250,000 from an approved Transportation Alternative Program (TAP) Grant being made available by the Utah Department of Transportation ("UDOT Grant") for the Project, and Sandy City will pay approved amounts in manner and timing to comply with the terms of the UDOT Grant. In that regard, UDOT shall

have the right to audit all cost records and accounts of White City pertaining to this Project. For purpose of the audit, the Parties are required to keep and maintain its records of work covered for a minimum of 3 years after completion of the Project.

(c) In the event the Contract Price is changed pursuant to change order pursuant to the Contract, Sandy City shall provide White City with a statement showing the new Contract Price. If the new Contract Price is greater than the Deposit plus Sandy City's Maximum Contribution, White City shall pay the additional amount required. If the Contract Price is less than the Deposit plus Sandy City's Maximum Contribution, White City will be entitled to the savings as reflected in the balance of the Deposit.

7. Construction Management, Contract Administration, and Inspection.

(a) Sandy City shall perform all construction management and contract administration relating to the Project at no additional cost to White City. Sandy City shall manage and administer the Contract in accordance with Sandy City's ordinances, rules, regulations and policies generally applicable to Sandy City construction projects and the Project.

(b) Sandy City shall perform inspections of the Project in accordance with Sandy City's ordinances, rules regulations and policies generally applicable to Sandy City construction projects and the Project.

(c) Sandy City in providing construction management, administration and inspections for the Project will do so in good faith effort to protect the Parties' interests throughout the completion of the work on the Project. White City may also provide inspectors and perform inspections and shall notify Sandy City of any and all concerns that may affect White City's acceptance of the Project after completion. Both Sandy City and White City shall have access to visit and inspect the Project.

8. Modifications and Change Orders.

(a) White City agrees that if it modifies or cancels this Agreement, White City shall pay any cancellation penalties or costs incurred by Sandy City as a result of the Project being cancelled, including without limitation Sandy City's administrative costs incurred in preparation for commencing the Project and all accrued construction costs.

(b) Subject to section 7(e), White City shall be responsible to pay the Contract Price, except the City's Maximum Contribution, and all costs of scope or schedule changes will be the responsibility of White City beyond Sandy City's Maximum Contribution.

(c) Sandy City may issue work directives as reasonably necessary and shall inform White City of a work directive after it is issued. Sandy City shall approve change orders for the Project after providing White City a reasonable opportunity to provide feedback on the proposed change. To facilitate White City feedback, change orders shall be copied to White City, through the MSD, and excepting in case of emergency in order to prevent harm to property

of person, or to prevent costly delays in the Project, White City shall have three business days to provide feedback.

(d) Subject to section 7(c) - (e), Sandy City shall determine, in its sole discretion, whether changes or additions must or may be incorporated into the Project.

(i) If, for convenience of White City, White City requests changes in the scope of the Project resulting in extra work, and the Parties determine after consultation to incorporate such changes or additions, Sandy City may request a written modification to this Agreement and an adjustment to the Deposit, prior to the start of work on the incorporated changes or additions.

(ii) If changes in the scope are necessary because of changed site conditions or other emergency, work may commence immediately, and the costs may be paid from the Deposit; upon reasonable request from Sandy City, White City shall replenish the Deposit.

(e) If, for convenience of Sandy City, Sandy City requests changes in the scope of the Project resulting in extra work, and the Parties determine after consultation to incorporate such changes or additions, White City may request a written modification to this Agreement and an adjustment to the Sandy City's Maximum Contribution, prior to the start of work on the incorporated changes or additions.

9. **Ownership, Operation, and Maintenance of the Project.** It is agreed by the Parties, Sandy City will convey the Project to White City, upon completion, and White City will thereafter have the sole responsibility for operation, maintenance, repair and replacement of the Project in accordance with the Interlocal Cooperation Agreement between Sandy City and White City Metro Township for Property Conveyance of Sandy Canal Trail and Stormwater Improvements entered into concurrently with this Agreement.

10. **Termination.**

(a) This Agreement shall terminate upon the earlier of the following: (i) two (2) years after the Effective Date; (ii) when all work related to the Project is fully completed and accepted by Sandy City, and all amounts have been paid as contemplated herein; or (iii) mutual agreement of the Parties.

(b) Upon written notice to the other Party, either Party may terminate this Agreement at any time prior to award of the construction Contract; provided that if White City so terminates, White City shall pay any cancellation penalties or costs incurred by Sandy City as a result of the Project being cancelled, including without limitation Sandy City's administrative costs incurred in preparation for commencing the Project.

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

April 2019 Sandy Canal Trail Construction Agreement - Final

(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 deemed void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement, and those other provision shall remain in full force and effect.

(f) *Waiver of Breach.* Any waiver by either Party of any breach of any kind or character whatsoever by the other Party, whether such breach 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 Sandy City and White City 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 of the non-drafting Party.

(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 three (3) days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

April 2019 Sandy Canal Trail Construction Agreement - Final

Township: White City Metro Township
Attn: Paulina F Flint
10467 S Carnation Drive
Sandy, UT 84094

Copy To: Paul H Ashton, Esq.
Boyack Ashton LC
1237 E Lorraine Drive
Salt Lake City, UT 84106

City: Sandy City Public Utilities Director
10000 Centennial Parkway, Suite 241
Sandy, UT 84070

Copy to: Sandy City Attorney's Office
10000 Centennial Parkway, Suite 301
Sandy, UT 84070

(j) *Assignment.* Neither Party may assign its rights or delegate its duties under this Agreement to any other person(s) or entity(ies) without prior written consent of the other Party.

(k) *Survival.* All of the Parties' respective representations, covenants, warranties, and obligations including, without limitation, any obligation to indemnify, set forth herein shall survive the Termination of this Agreement.

(l) *Exhibits and Recitals.* The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(m) *Interlocal Cooperation Act.* In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties hereby agree as follows:

(i) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

(ii) 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 Interlocal Cooperation Act;

(iii) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;

(iv) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(v) 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 representatives for both the District and the City, 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 that 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.

(o) *Agency.* No agent, employee or servant of the Sandy City, White City, or MSD is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. Sandy City, White City, and MSD shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. Sandy City acts as an independent contractor, and is not an employee or agent of White City in the performance of this Agreement.

(p) *Force Majure.* No party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, any party shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

(q) *No Obligation to Third Parties.* The Parties agree that the Parties' obligations under this Agreement are solely to each other. This Agreement shall not confer any rights to third parties.

(r) *Governing Law.* The laws of the State of Utah govern all matters arising out of this Agreement.

(s) *Ethical Standards.* The Parties each represent that it has not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or either Parties' ordinances, rules of regulations; or (d) knowingly influenced, and hereby promises that it

April 2019 Sandy Canal Trail Construction Agreement - Final

will not knowingly influence, any officer or employee or former officer or employee of the other to breach any of the ethical standards set forth in Parties' ordinances, rules of regulations.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement as of the date first written above.

SANDY CITY

By: _____
Mayor Kurt Bradburn

Date: _____

Attest:

By: _____
Molly Spira, Sandy City Recorder

Approved as to Legal Form:

By: _____
Sandy City Attorney

WHITE CITY METRO TOWNSHIP,
a Utah municipal corporation

By: Paulina F. Flint
Mayor Paulina F. Flint

Approved as to Legal Form:

By: Molly Spira
White City Attorney

Pleas

SANDY CITY APPROVALS

Department LB
Risk Mgt. CHP
Budget BE
Legal Form DL
Purchasing Compliance BN

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.

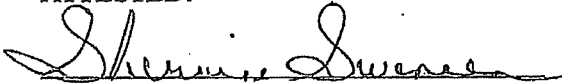
APPROVED and ADOPTED in the White City Metro Township, Salt Lake County, State of Utah on this 5 Day of April, 2018.

WHITE CITY METRO TOWNSHIP COUNCIL


Paulina F. Flint, Mayor

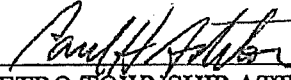
Exhibit 1

ATTESTED:



SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:



METRO TOWNSHIP ATTORNEY

Voting:

Councilmember Cutler voting Ate

Councilmember Dickerson voting Ate

Councilmember Flint voting Ate

Councilmember Perry voting Ate

Councilmember Price voting Ate

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

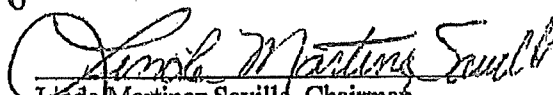
WHEREAS, it has been determined that the best interests of the City and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein; and

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 7th 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 3rd day of May, 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

deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Township: White City Metro Township
Attn: Paulina F Flint
10467 S Carnation Drive
Sandy, UT 84094

Copy To: Paul H Ashton, Esq.
Boyack Ashton LC
1237 E Lorraine Drive
Salt Lake City, UT 84106

City: Sandy City Public Utilities Director
10000 Centennial Parkway, Suite 241
Sandy, UT 84070

Copy to: Sandy City Attorney's Office
10000 Centennial Parkway, Suite 301
Sandy, UT 84070

J. Delegation. Neither party may assign its rights or delegate its duties under this Agreement to any other person(s) or entity(ies) without written consent of the other party.

K. Survival. All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein.

L. Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

M. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal 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 Interlocal 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 Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken 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 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 70
Risk Mgt. CRB
Budget BR
Legal Form DL
Purchasing Compliance EL

ATTACHMENT

“A”

Proposed Bridge and Trail by County

Proposed Overflow to Dimple Dell

Proposed Trail and Drainage Improvements in Sandy Canal Corridor

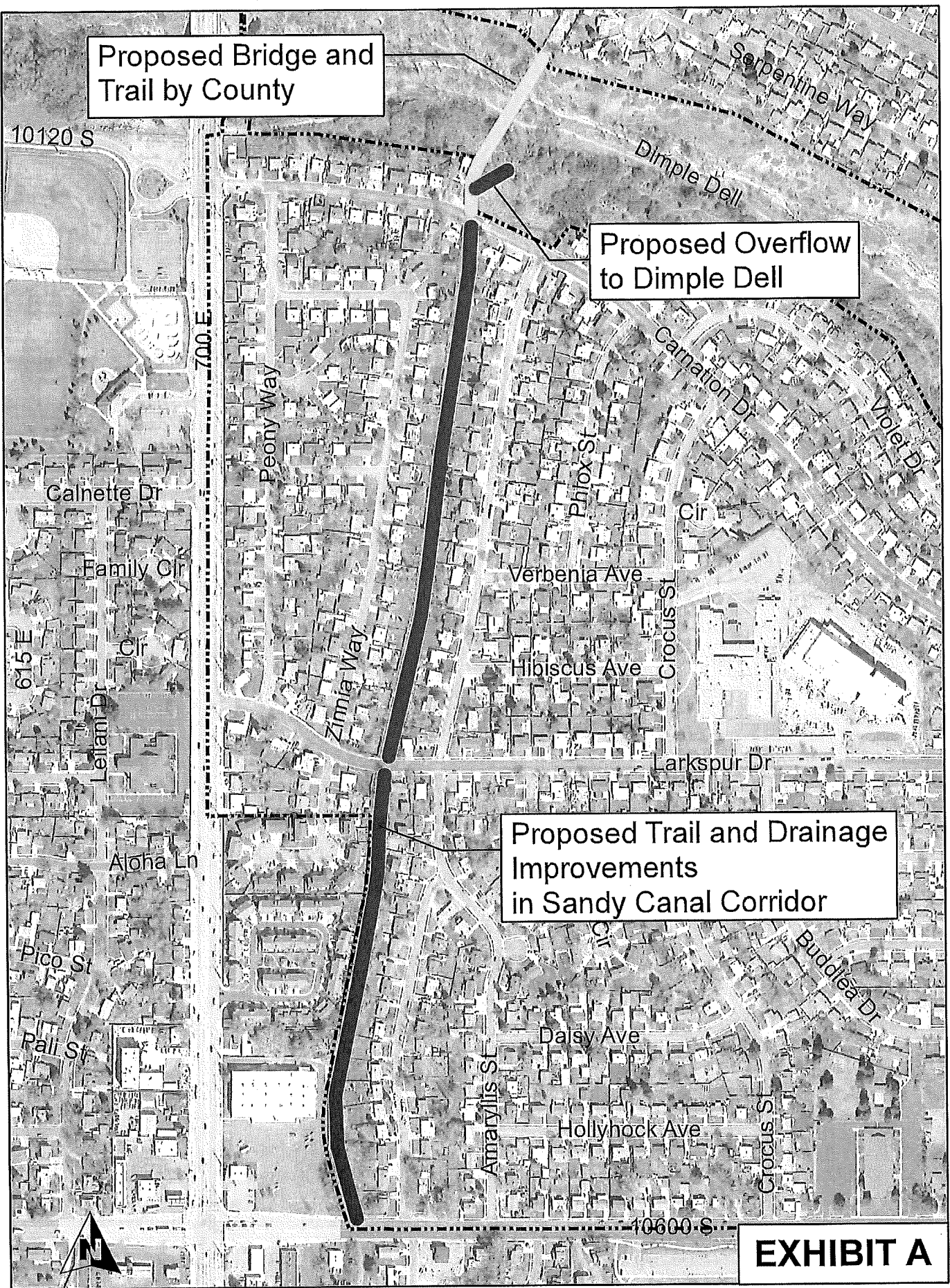


EXHIBIT A

WHITE CITY METRO TOWNSHIP

RESOLUTION NO.: 19-04-01

DATED: April 4, 2019

A RESOLUTION OF THE WHITE CITY METRO TOWNSHIP
COUNCIL APPROVING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN SANDY CITY AND WHITE CITY METRO
TOWNSHIP FOR CONSTRUCTION AND IMPROVEMENTS TO
SANDY CANAL TRAIL BETWEEN CARNATION DRIVE AND
10600 SOUTH, SALT LAKE COUNTY, UTAH

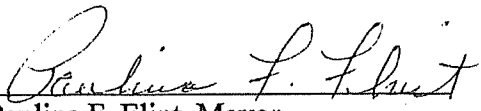
RECITALS

- A. The White City Metro Township (the "Metro Township") is a Metro Township pursuant to Utah Code Annotated §§ 10-2a-401 *et seq.*
- B. Sandy City is a municipality that owns the Sandy Canal (the "Canal"), which is an irrigation canal that runs through White City.
- C. Sandy desires to enter into an agreement with White City to vacate the canal easement, and for the easement to be developed into a multi-use trail for the use of pedestrians, cyclists, and other non-motorized uses.
- D. White City, also desires to work with Sandy to develop the trail along the canal easement and for the property to be deeded to White City after the trail is developed.
- E. To their mutual agreement and commitment to the goals of the trail, the attached Agreement between White City and Sandy City, hereinafter to be known as Exhibit "A," has been created for consideration and possible approval.
- F. White City and Sandy view the completion of the trail as beneficial to fulfilling the public needs of both White City and Sandy City.


RESOLUTION

THEREFORE, IT IS RESOLVED the White City Metro Township Council hereby approves and authorizes the Mayor to sign the attached agreement with Sandy City, hereinafter known as Exhibit A, to facilitate the construction of the trail along the Sandy Canal.

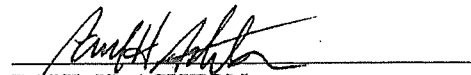
APPROVED AND ADOPTED in the White City Metro Township, Salt Lake County, Utah this 4 day of April, 2019.

BY: 
Paulina F. Flint, Mayor

ATTEST


Sherrie Swensen
Salt Lake County Clerk
Metro Township Clerk/Recorder

APPROVED AS TO FORM:


PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

VOTING

Councilmember Cutler voting	<u>Aye</u>
Councilmember Dickerson voting	<u>Aye</u>
Mayor Flint voting	<u>Aye</u>
Councilmember Perry voting	<u>Aye</u>
Councilmember Price voting	<u>Aye</u>