

INTERLOCAL COOPERATION AGREEMENT

Between

SANDY CITY and SOUTH JORDAN CITY

for project

10000 S – JORDAN GATEWAY TO I-15 OVERLAY

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into this ____ day of ____, 2025, with an effective date as provided in Section 11 of this Agreement, by and between SANDY CITY, a municipal corporation of the State of Utah (“Sandy”); and SOUTH JORDAN CITY, a municipal corporation of the State of Utah (“South Jordan”). Sandy City and South Jordan City are sometimes referred to collectively as the “Parties” and either may be referred to individually as a “Party”, all as governed by the context in which such words are used.

WITNESSETH:

WHEREAS, Sandy and South Jordan are public agencies as defined in Title 11, Chapter 13, UTAH CODE ANN. (the “Interlocal Cooperation Act”). Section 11-13-202 of 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, South Jordan is advertising an asphalt resurfacing project on 10000 South between Jordan Gateway and the I-15 overpass (the “Project”), most of which is located in South Jordan, but approximately 28,600 SF of roadway along the north ¾’s of 10000 S between UTA Front Runner and I-15, is located in Sandy (the “Sandy Segment”); and

WHEREAS, it is just and equitable for Sandy to pay a portion of the cost of the Project as provided in this Agreement; and

WHEREAS, Sandy and South Jordan desire to enter into an agreement, which sets forth the rights, obligations, and responsibilities of each Party respecting the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings, the Parties hereby agree as follows:

1. **South Jordan City Obligations.**
 - a. South Jordan shall perform, directly and/or through an independent construction contractor, and pay for the construction and completion of the Project, including the Sandy Segment, and including but not limited to: design, bidding, management, and construction.

- b. South Jordan shall consult with Sandy in making project decisions within the jurisdictional area of Sandy City or as relates to the Sandy Segment.
- c. South Jordan shall select the lowest responsive and responsible bidder or as otherwise required by South Jordan's duly-adopted purchasing ordinances. South Jordan shall thereafter inform Sandy of South Jordan's selection and the selected contractor's itemized bid amounts for the Project.

2. Sandy City Obligations.

- a. Sandy grants South Jordan all required permission and access for work to be performed on the Sandy Segment in accordance with and subject to all laws, ordinances, rules, and procedures, including but not limited to the obligation to comply with Sandy's road-cut permitting processes.
- b. Sandy agrees to pay the itemized costs for materials and labor for the Sandy Segment on a square foot basis based on the submitted bid of the construction contractor who was ultimately awarded contract by South Jordan, which the parties agree totals \$28,478.20. Any change to the quantities requires the advance written approval of the Sandy City Director of Public Works, and any changes to the cost of the work shall be determined based on the unit prices submitted by the construction contractor, which are as follows:

Item	Unit	Quantity	Unit Price	Total Price
Asphalt Overlay	Tons	175	\$ 106.50	\$ 18,637.50
Pavement Marking	LF	302	\$.20	\$ 60.40
Thermoplastic Symbols	EA	10	\$ 250.00	\$ 2,500.00
2" Mill	SF	14,115	\$ 0.22	\$ 3,105.30
Manhole raise/lower	EA	3	\$875	\$2,625
Valve raise/lower	EA	2	\$775	\$1,550

- c. The Parties agree that South Jordan will provide Sandy with an invoice for the Sandy Segment at the time the Project reaches substantial completion, and Sandy will pay the invoice within 30 days from receipt of invoice.

3. Services Performed in a Professional and Reasonable Manner. South Jordan shall perform project management, if there is any, in a professional, reasonable, and responsive manner and in compliance with all applicable laws. Subject to the foregoing, the exact nature of how the services were or are to be performed, and any other matters incidental to providing services, shall remain with South Jordan. All construction activities within Sandy City shall

comply with applicable laws and ordinances, including Sandy City and Salt Lake County noise ordinances, as applicable.

4. Termination.

- a. This Agreement shall begin on the Effective Date and shall terminate in twelve months or when all work related to the Project is fully completed and accepted by the Parties, whichever is later. This Agreement is not renewable.
- b. Termination. Upon written notice to the other Party, either Party may terminate this Agreement without penalty at any time prior to the time that South Jordan retains its construction contractor.

5. Liability and Indemnification. South Jordan and Sandy are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101 *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, officers, or employees, provided that South Jordan shall indemnify and defend Sandy for claims arising out of the acts or omissions of its construction contractor in connection with the Project. Neither Party waives any defenses otherwise available under the Act; nor does any Party waive any limits of liability currently provided by the Act.

6. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation 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 Cooperation 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 Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall promptly be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;
- d. Except as otherwise specifically provided in this Agreement, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any budgeting and 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 consisting of the Mayor of

South Jordan and the Mayor of Sandy, with each member of the joint board to have one vote. No real or personal property shall be acquired jointly by the Parties because of this Agreement. The portion of the Project located within Sandy's boundaries shall be and is the property of Sandy, and Sandy waives and disclaims any ownership interest in any portion of the Project that is not located within Sandy. 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. No joint budget will be established or maintained by the Parties, and South Jordan shall solely be responsible for the Project budget.

7. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows, or (c) upon receipt of an e-mail notice addressed to the respective Parties as follows:

South Jordan City: South Jordan City Public Works Director
rgarrison@sjc.utah.gov
10996 S Redwood Rd
South Jordan, Utah 84095

Sandy City: Sandy City Public Works Director
rkump@sandy.utah.gov
10000 S. Centennial Parkway
Sandy, UT 84070

Copy to: Sandy City Attorney's Office
jkesler@sandy.utah.gov
10000 Centennial Parkway, Suite 301
Sandy, UT 84070

8. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

9. **Resolution of Claims and Disputes.** In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

10. **Entire Agreement/Amendment.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, amended, modified, or altered except in a writing signed by the Parties which shall be (a) approved as

required by Section 11-13-202.5 of the Interlocal Cooperation Act. (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

11. **Term of Agreement**. This Agreement shall take effect immediately upon the completion of the following: (a) its approval as required by Section 11-13-202.5 of the Interlocal Cooperation Act, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party who is authorized to represent said Party for review as to proper form and compliance with applicable law pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate twelve (12) months after the execution of this Agreement as set forth herein, provided that Sandy shall have made payment in full to South Jordan pursuant to Section 2 above; otherwise, this Agreement shall terminate one (1) month after South Jordan receives payment in full as provided in Section 2 above. Except as otherwise provided herein, there is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

12. **Severability**. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

13. **No Separate Legal Entity**. No separate legal entity is created by this Agreement.

14. **Additional Provisions**. The following provisions also are integral to this Agreement:

(a) **Titles and Captions**. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals**. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) Waiver. No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision hereof.

(i) Attorney Fees. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing Party.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(k) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(l) No Agency. Agents, employees, or representatives of a Party shall not be deemed to be agents, employees, or representatives of the other Party.

IN WITNESS WHEREOF, Sandy City, caused this Agreement to be signed and attested by the Mayor of Sandy City, or her designee; and South Jordan City, by resolution of its Council, caused this Agreement to be signed by the Mayor, or his designee.

SOUTH JORDAN CITY

By: _____
Mayor Dawn Ramsey or Designee

ATTEST:

City Recorder

Approved as to Form and Legality:

By: _____
Attorney Representing South Jordan City

Date: _____

SANDY CITY

By: _____
Mayor Monica Zoltanski or Designee

ATTEST:

City Recorder

Approved as to Form and Legality:

By: _____
Attorney Representing Sandy City

Date: _____