RESOLUTION #23-31C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SANDY CITY CORPORATION AND THE CITY OF SOUTH JORDAN FOR 300 WEST ROADWAY AND DRY CREEK CHANNEL 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, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; 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 that:

- 1. It does hereby approve the Interlocal Agreement described as an Interlocal Agreement between Sandy City Corporation and the City of South Jordan to construct the improvements to 300 West Roadway and Dry Creek Channel, substantially in the form attached hereto as **Exhibit "A"**.
- 2. This Agreement is in the best interest of the City and its residents.
- 3. The Hon. Monica Zoltanski, Mayor of Sandy City, has reviewed and approved the Interlocal Agreement and is hereby authorized to execute the Agreement on behalf of Sandy City Corporation and to act in accordance with its terms.
- 4. This Resolution is effective upon adoption. The effective date of this Agreement shall be the date as indicated in the Agreement.

PASSED AND APPROVED by the Sandy City Council on this <u>18</u> day of July, 2023.

Brooke D'Sousa, Chair Sandy City Council

ATTEST:

DocuSigned by

City Recorder

7/27/2023

RECORDED this day of July, 2023.



Interlocal Cooperation Agreement Between The City of South Jordan and the City of Sandy

300 WEST ROADWAY IMPROVEMENTS AND DRY CREEK CHANNEL IMPROVEMENTS WITHIN SOUTH JORDAN CITY BOUNDARIES

The CITY OF SC	UTH JORDAN,	a Utah municipal corporation ("South Jordan"), and
the CITY OF SANDY ("	Sandy") enter inte	o this Interlocal Cooperation Agreement
("Agreement") this	day of	, 2023 ("Effective Date"), and agree as set forth
below. South Jordan and	Sandy are referre	d to collectively as "Parties."

RECITALS

South Jordan intends to construct the improvements to 300 West at Dry Creek (the "Project") as shown on the 300 West Dry Creek Culvert Improvements plans, attached hereto as **Exhibit A** of this Agreement and incorporated by reference. South Jordan hereby agrees that construction of 300 West Dry Creek Improvements related to this Agreement will be competitively bid in compliance with all applicable procurement rules.

As local governmental units, the Parties are authorized under the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the "Interlocal Act"), to make the most efficient use of their powers by acting cooperatively to provide needed services and facilities so that the Parties benefit from economy of scale and shared resources. Therefore, the Parties agree as follows:

TERMS

- 1. **CONSTRUCTION OF THE PROJECT**. South Jordan shall be responsible for all matters pertaining to the Project including hiring and paying a contractor to complete the Project. The Project will be completed according to South Jordan's engineering standards for the design and construction.
- 2. **TERM**. The term of this Agreement begins on the Effective Date and ends upon completion of the Project and payment by Sandy pursuant to Section 3 of this Agreement. Although the Parties anticipate that the Project will be completed before June 30, 2024, they acknowledge that many factors outside South Jordan's control may affect its ability to complete the Project. Therefore, South Jordan will not be in breach of this Agreement if the Project is not completed before June 30, 2024.

3. **PAYMENT**.

a. As shown in **Exhibit B**, attached hereto and incorporated herein by this reference, the estimated cost for construction of the Project is \$791,520.00 (the "Estimated Construction Cost"). South Jordan shall contract with: (i) Salt Lake County to pay \$300,000.00 towards the construction of the Project; and (ii) the property owner to pay \$50,000.00 toward construction of the Project, which shall be in addition to the \$37,906

that has been spent by property owner to date. South Jordan shall be solely responsible to collect payment from Salt Lake County and the property owner.

- b. As shown in **Exhibit B**, Sandy shall reimburse South Jordan in the amount of \$170,577.00 ("Reimbursement Amount"). If the actual cost of Project construction differs from the Estimated Construction Cost, the Reimbursement Amount shall be increased or decreased as follows:
- i. If the actual construction cost exceeds the Estimated Construction Cost, the Reimbursement Amount shall be increased by 50% of the difference between the actual construction cost and the Estimated Construction Cost; provided that South Jordan notifies Sandy in writing at least ten business days prior to approving any change order that increases the construction cost, and South Jordan considers all written responses it receives from Sandy within that time.
- ii. If the actual construction cost is less than the Estimated Construction Cost, the Reimbursement Amount shall be decreased by 50% of the difference between the actual construction cost and the Estimated Construction Cost.
- c. After the Project is complete, South Jordan shall send Sandy an invoice for its portion of the Project final actual costs, which Sandy agrees to pay within thirty days of receiving the invoice. Prior to expiration of the thirty days, Sandy shall notify South Jordan in writing of any questions or concerns regarding the invoice.
- 4. **TERMINATION OR AMENDMENT**. This agreement and all provisions contained herein shall only be amended or terminated by written agreement between the Parties.
- 5. **BREACH WILL NOT TERMINATE**. No breach or violation of any provision of this Agreement will entitle any person or entity to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, any other rights or remedies to which a party may be entitled at law or in equity by reason of a breach of this Agreement.
- 6. **LIABILITY AND INDEMNIFICATION**. The parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq. (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, the Parties mutually agree that each party is responsible and liable for its own wrongful or negligent act committed by it or its agents, officers, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the Immunity Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims from damages occurring to persons or property as a result of the negligence or fault of their own officers, employees, or agents involved in the Project.
- 7. **ADMINISTRATION**. This Agreement does not create a separate entity; however, to the extent that any administration of this Agreement becomes necessary, then the Department Directors of each party, or their designees, shall constitute a joint board for such purpose.

8. **INTERLOCAL COOPERATION ACT**. The Parties acknowledge that this Agreement is subject to the provisions and procedures of the Interlocal Act and they agree to process, approve, manage, and archive this agreement in compliance with the Interlocal Act.

9. **MISCELLANEOUS**.

- a. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express and implied, shall be binding upon the Parties.
- b. **No Waiver**. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.
- c. **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.
- d. **Severability**. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and the Parties' ability to complete the Project as set forth herein is not defeated by such severance.
- e. **Governing Law**. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.
- f. Attorney's Fees and Costs. If any party brings legal action either because of a breach of this agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- g. **Binding Effect**. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns.
- h. **No Third Party Rights**. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF SOUTH JORDAN, a Utah municipal cor	poration
By:	APPROVED AS TO FORM:
(Print name and title above)	Attorney for City
CITY OF SANDY, a Utah municipal corporation	
By:	APPROVED AS TO FORM:
(Print name and title above)	Attorney for City

EXHIBIT A

(300 West Dry Creek Culvert Improvements Plans)

BOMEN COLLINS

300 MEST DRY CREEK BOX CULVERT REPLACEMENT

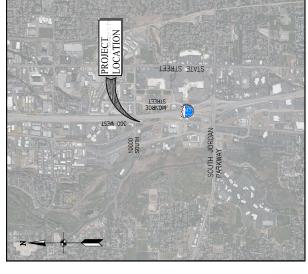
COVER SHEET, PROJECT LOCATION VICINITY MAP

G-01

300 WEST DRY CREEK BOX CULVERT REPLACEMENT DRAWINGS FOR CONSTRUCTION OF THE

SOUTH JORDAN, UTAH

INDEX OF DRAWINGS

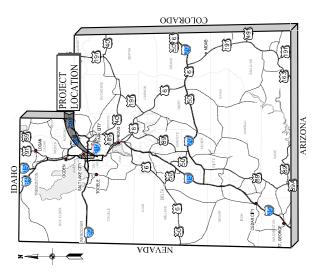


PROJECT VICINITY MAP









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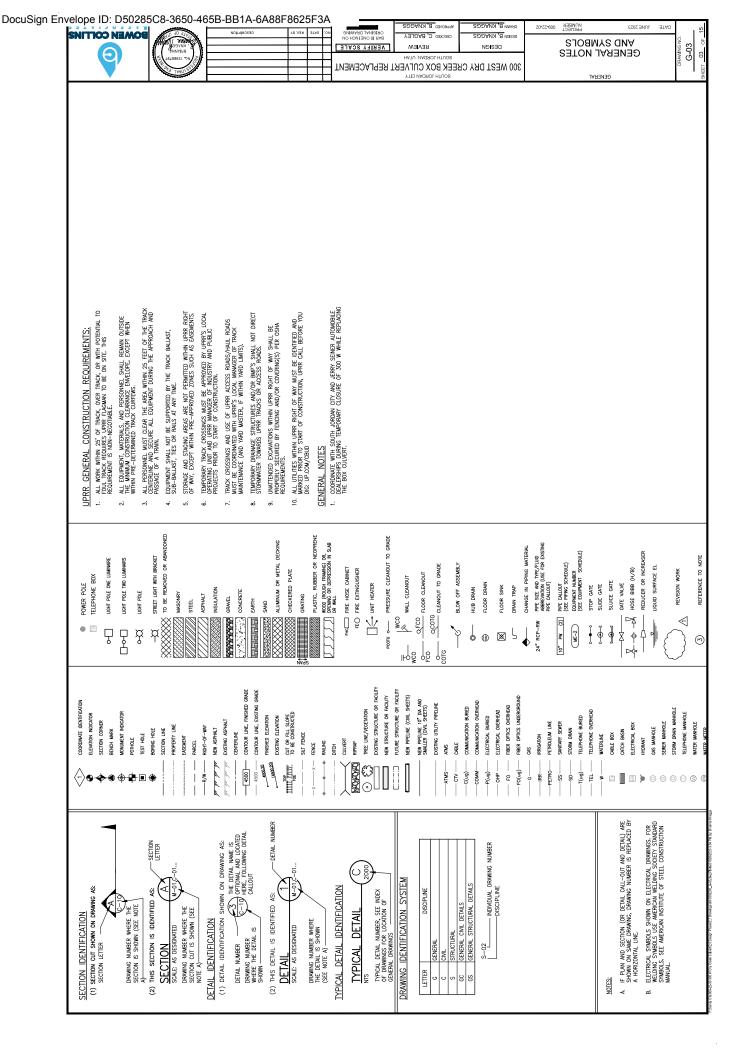
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PER SIZE E SE S LARGER THAN 36" X 36" OR 1296 SQUARE INCHES E SHALL BE MOUNTED ON A SLIP BASE SYSTEM PER DEAMING SN 108 (DETAL DRAWING ATTACHED TO DRAWINGS) WITH A 2" BAR BACKING, SIGNS OF THIS ALLOWED TO BE MOUNTED ON A YELDING POLE. ALL SIGNS LY SIGN POLE S STANDARD DI STANDARD DI ARE NOT AL

SIGN COMPONENTS SUCH AS SHETING, EC FILM, INKS, LETTERS AI BORDERS ARE ALL EXCOURED TO BE FROM THE SAME MANUFACTURER, ONLY EC FILM MAY BE USED TO ACHIEVE COLOR. WINT, EC FILM IS NOT ACCEPTED.

32.

33. PANNE, KSPHAIT BINDER, GRADE SHALL BE PG 58–28 UNLESS OTHERINES APPROVED BY PH. EG TOT FROBIERS. ARACHAI KAGGREANE SLE SHALL BE §, INCH FOR RESIDENTIAL AND COLLECTOR ROADS. NO MORE THAN 125 RAP (RECLAMBLE SASHALT MAN EXCHAIR FOR PROMISE OF PROMISE OF PROMISE AND PROMISE RESETS. UP TO THE 15 PERESTRUMENT OF THE PROMISE OF THE SASHALT MAY DESIGN SHALL HAVE NO MORE THAN 35, % AR VOUS.

34. POPULOUS, ALL PORGIZE MUST RES WE OFT SOURCE AND HAVE A MINIMUM SIZE OF 1 COURCE FOOT, HERN REPRINGAL, POPULOE. SAND OR PEG, GRANE METING SOURCE METING SOURCE FOR EXPROSED UNION TO 1, SEPTING SOURCE FOR CONTRACT METER FORMER METER SOURCE OF THE EXTENDED SOURCE FOR THE EXTENDED SOURCE FOR THE EXTENDED SOURCE METER REMAINING PORTION OF THE HOLD SHALL BE PLIED SOURCE METER EXPRISE OF THE EXTENDED SOURCE FOR THE PROPRIES OF THE EXTENDED SOURCE FOR THE EXTENDED SOURCE FOR THE PROPRIES OF THE PROPRIES FOR THE PROPRIES OF THE PROPRIES OF THE PROPRIES OF THE PROPRIES FOR THE PROPRIES OF THE PROPRIES FOR THE PROPRIES F

ALL RILL WITHIN THE PUBLIC RIGHT OF WAY SHALL BE A-1-A TO A-3, WITH THE EXCEPTION OF POSILI. THE PARKS TRIBLE POR LANDSCAPENS AND TRENCH BACKFILL, TRENCH BACKFILL, MATERAL WITHOUT CHANNER, CHA

ALL TRAFFIC ROAD CLOSURES INVOLVING 1 OR WORE LANES OF TRAFFEN, LEW RECEDIE, PROPERPROM, FENN HE GITY STANNIERS OR HIS/HER REPRESENTINE, WAS POUR BOARDS MUST BE PLACED A MINIMUM OF 7 TAN'S IN ADMIXE OF SAY, LANE CLOSURE ON COLLECTOR, ANNOR COLLECTOR OR ARTERIAL STREET, WAS POUR BOARDS MUST ALSO BE PLACED IN ADVANCE OF ANY LANE CUSTARGE ON A SUBDIVISION STREET PER THE CITY ENGINEER'S DIRECTION.

IUM SPACING I D HAVE AN AND PT'S. MAXIMUM ARE TO HA L PC'S AND LANES ARE TO HAVE 6 FEET I IN STRAIGHT SECTIONS AND A EVERY 60 FEET AND AT ALL ALLEYWAYS AND LA CONTROL JOINTS II EXPANSION JOINT I , SIGN OFF TRAFFIC FOR IT BE REQUESTED ENGINEER WILL C STREET REQUIRES A SIG AD BEING OPENED TO TRA THE CHECKLIST MUST BE S ASSIGNED PROJECT ENG PROVIDE IT TO THE CONSTRUCTION OF ANY PUBLIC STR CHECKLIST PRIOR TO THE ROAD BE USE BY THE GENERAL PUBLIC. THE BY THE DEVELOPER. THE CITY'S AS PREPARE THE CHECKLIST AND PRO

CITY OF SOUTH JORDAN GRADING

NOT COVERED OPERATIONS, T NOTIFIED FOR AT ANY UNFORESEEN CONDITIONS : ENCOUNTERED DURING GRADING ENGINEER SHALL BE IMMEDIATELY S ARE CITY F

OF THE CONTRACTOR TO PERFORM SWITHIN THE LIMITS OF THIS —SITE WORK, SO AS TO GENERATE GRADES AND SLOPES SHOWN. THE RESPONSIBILITY C RY CUTS AND FILLS W THE RELATED OFF—S SUBGRADE, FINISH GF SHALL BE THE R.
LL NECESSARY CU.
ROJECT AND THE 1
HE DESIRED SUBGI 보용보

1' SEE SOILS 1' SEE SOILS DEVELOPER OR COMPACTION 보는 다. 된 다. 그 요요무 PAVEMENT AREA SUBCRADE 0.1'+ +0.0'
ENGINEERED FILL 0.5'+ +0.1'
COMPACTION TESTING WILL BE PERFORMED
HIS REPRESENTATIVE. HORIZONTAL

ALL CUT EROSION

4 42

AND

THE USE OF POTABLE WATER WITHOUT A SEPCIAL PERUIT FOR BALLIUMS OR CONSTRUCTION FUNENCES MICLIONNE, CONSIGNATION OF BACKHLUSP, THE CONTRACTOR SENTENCES, THE CONTRACTOR SENTENCES OF SENTENCES OF THE PUBLIC WORKS SPARTMENT. FOR CONSTRUCTION WRITER FROM THE PUBLIC WORKS SPARTMENT.

THE CONTRACTOR SHALL WANTAN THE STRETS, SIGNALKS AND A TOPIER PUBLIC GREH-OF-WINN A CLEAN, SAE MAD USABLE CONDITION, ALL SHULS OF 501, ROOK OR CONSTRUCTION DEBRIS SHALL BE PROMAITY RANDOR FROM THE PUBLIC'S UNDER PROJECT, ALL MAN AD THE AND USABLE CONDITION OF THE PROJECT, ALL ALLADARD HE OFFERTY, PRIMIT RE PUBLIC SHALL BE WANTANDEN IN A CLEAN, SHE AND USABLE CONDITION. 46

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45.

THE LINES AND ELEVATIONS SHOWN LOWING HORIZONTAL AND VERTICAL COMPACTION, IN THE AREAS CONTRACTOR SHALL GRADE TO THE ON THE PLANS WITHIN THE FOLLO TOLERANCES AND DEGREES OF CO INDICATED:

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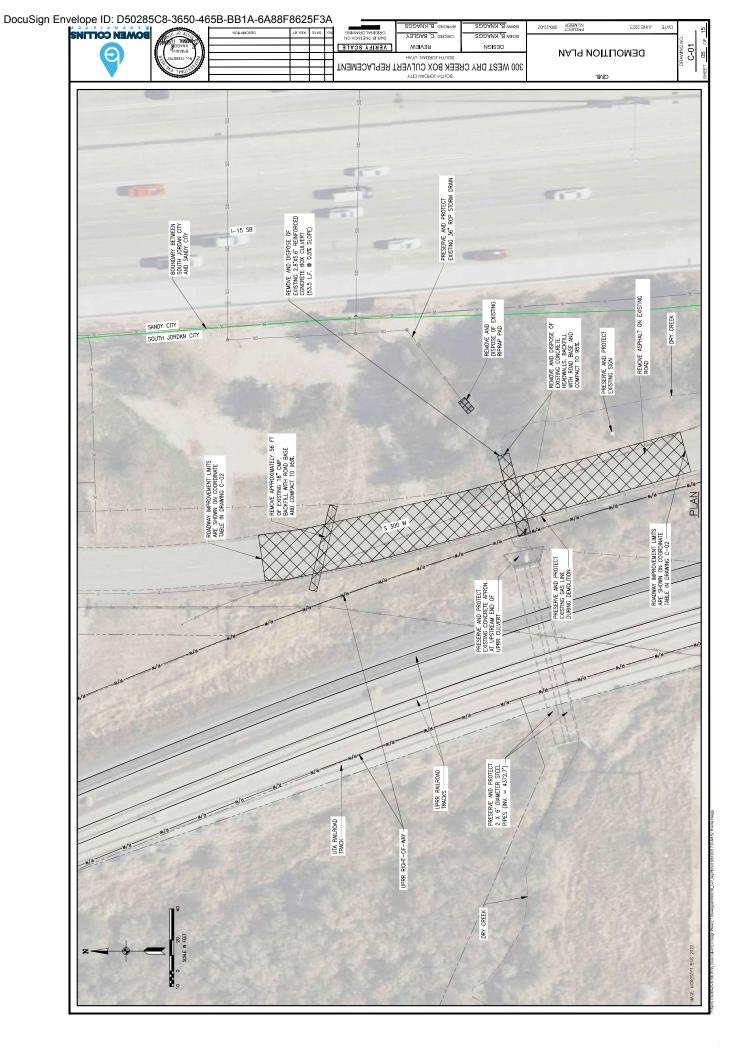
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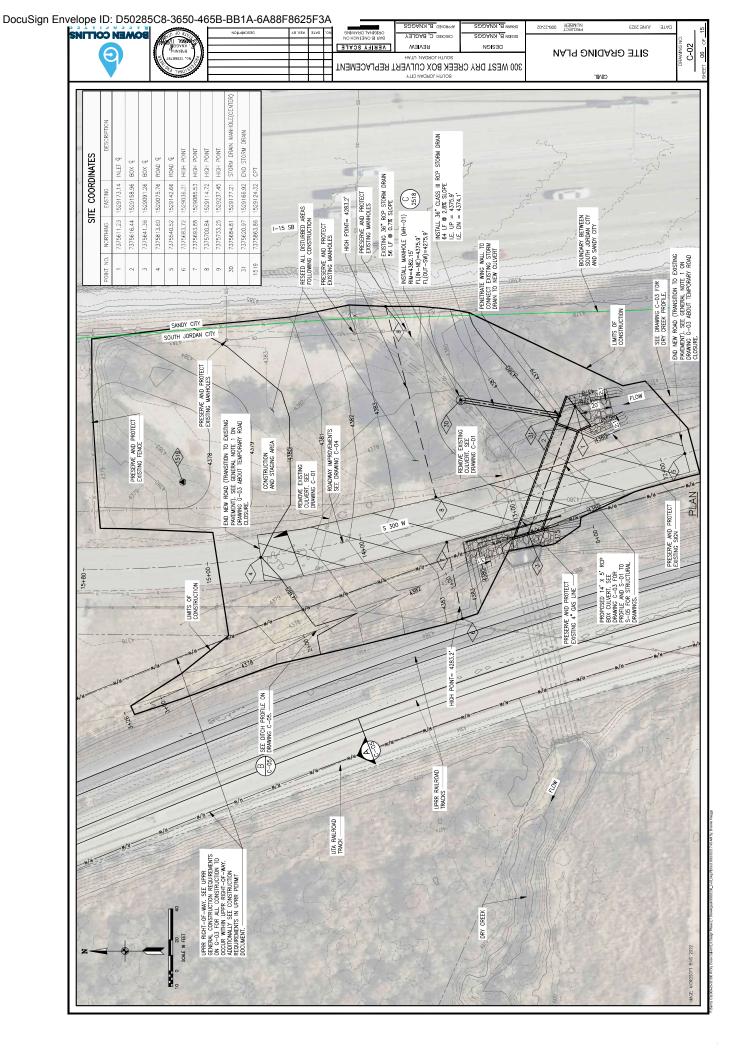
IN THE EVENT THESE NOTES A OWNER AND CIT DIRECTION. 39

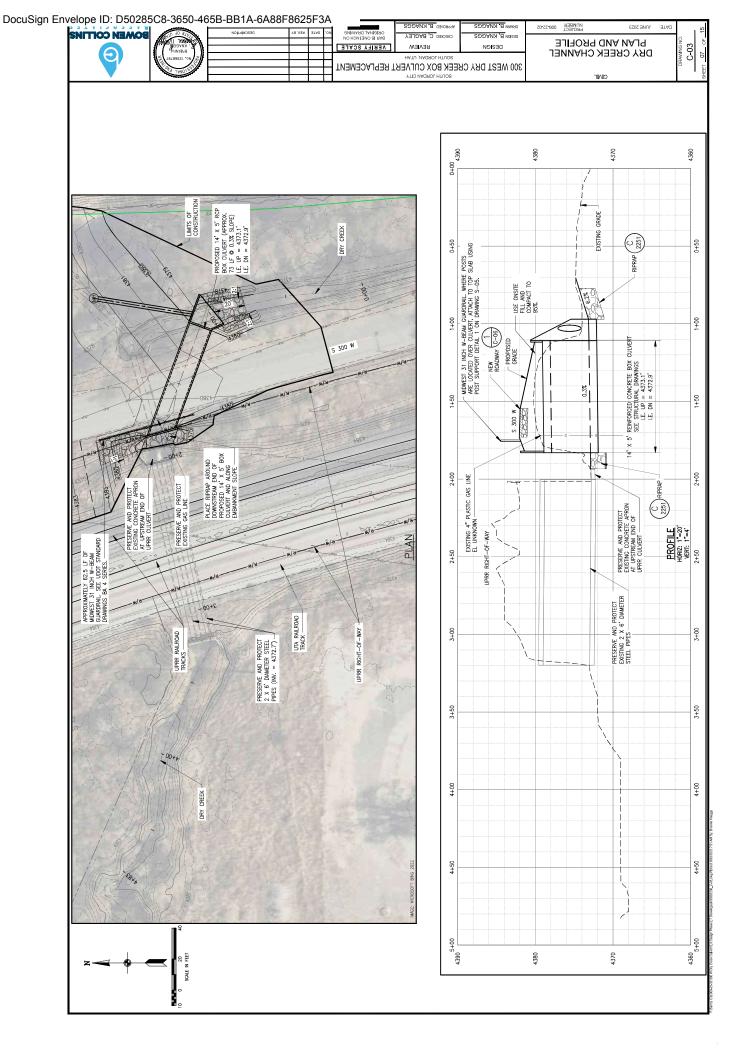
CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ALL EXCANATION. ADEQUATE SHORING SHALL BE RESIDENCED AND PROVIDED BY THE CONTRACTOR TO PREVENT UNDERMINING OF ANY ADJACENT FEATURES OF FACILITIES AND/OR CANING OF THE EXCANATION.

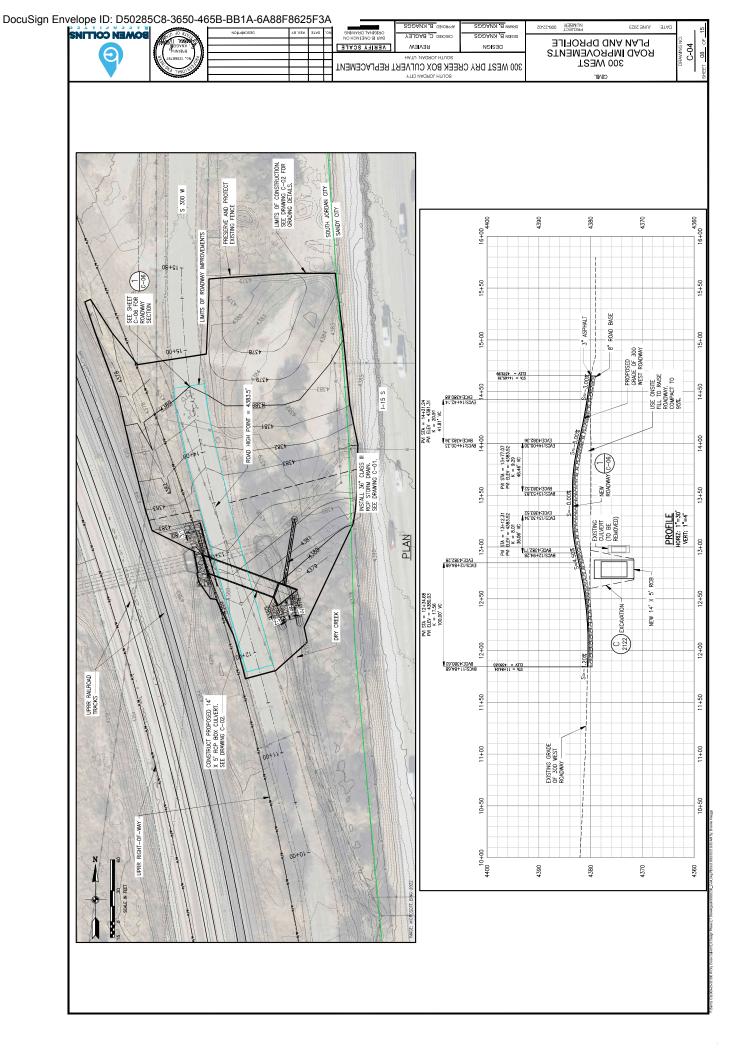
WORK BALANCE WAS CT. ANY ADDITIONAL OLLOWING EARTHWORK THE CONTRACTOR. THE CONTRACTOR IS WARNED THAT AN EARTHWORK NON NECESCEN, A WITEMO THIS PROJECT. A WATERAL REQUIRED OR LETTOVER MATERIAL FOLLOY OPERATIONS BECOMES THE RESPONSIBILITY OF THE

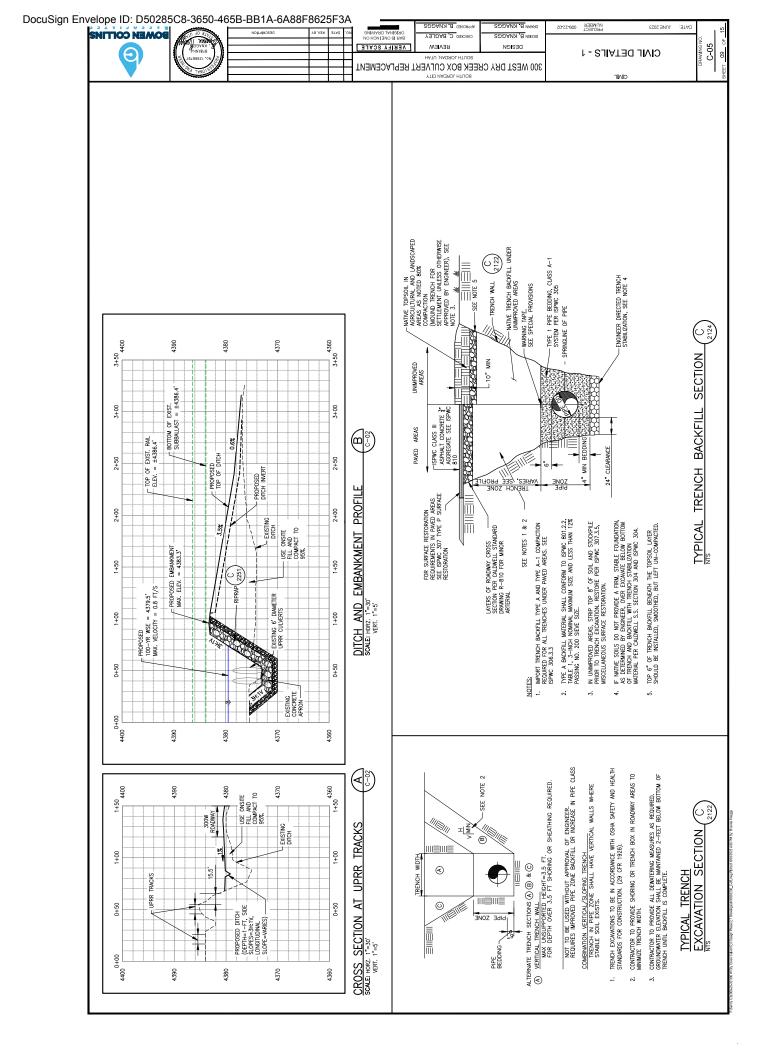
EFFECTIVE AND FILL SLOPES SHALL BE PROTECTED UNTIL CONTROL HAS BEEN ESTABLISHED.

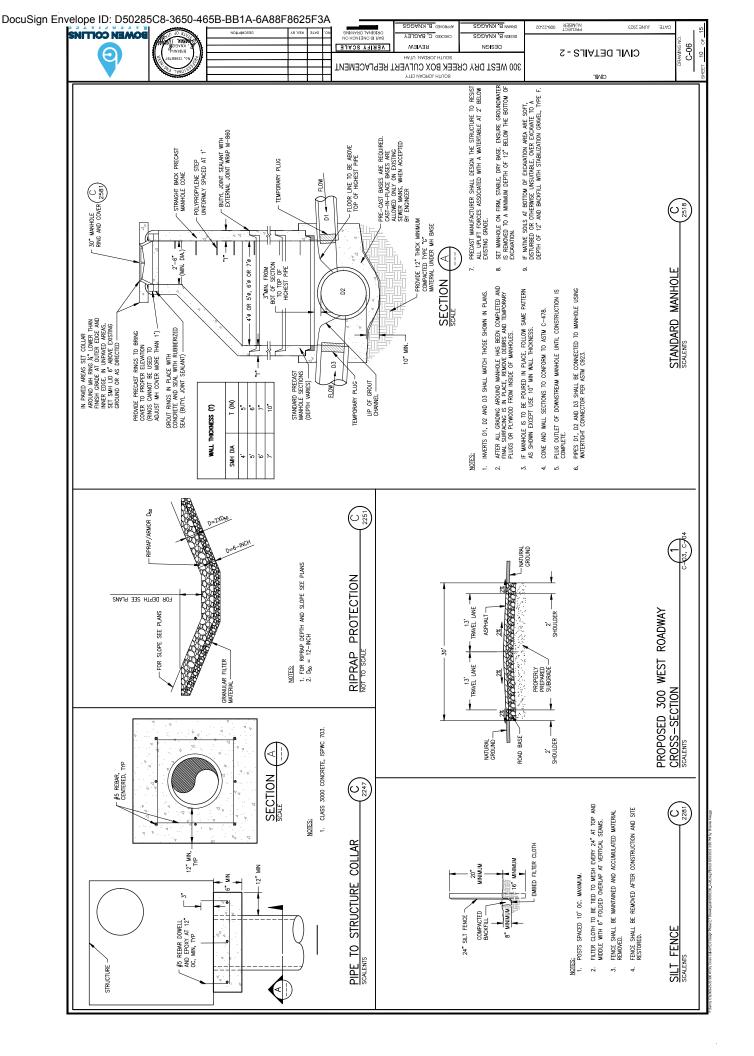


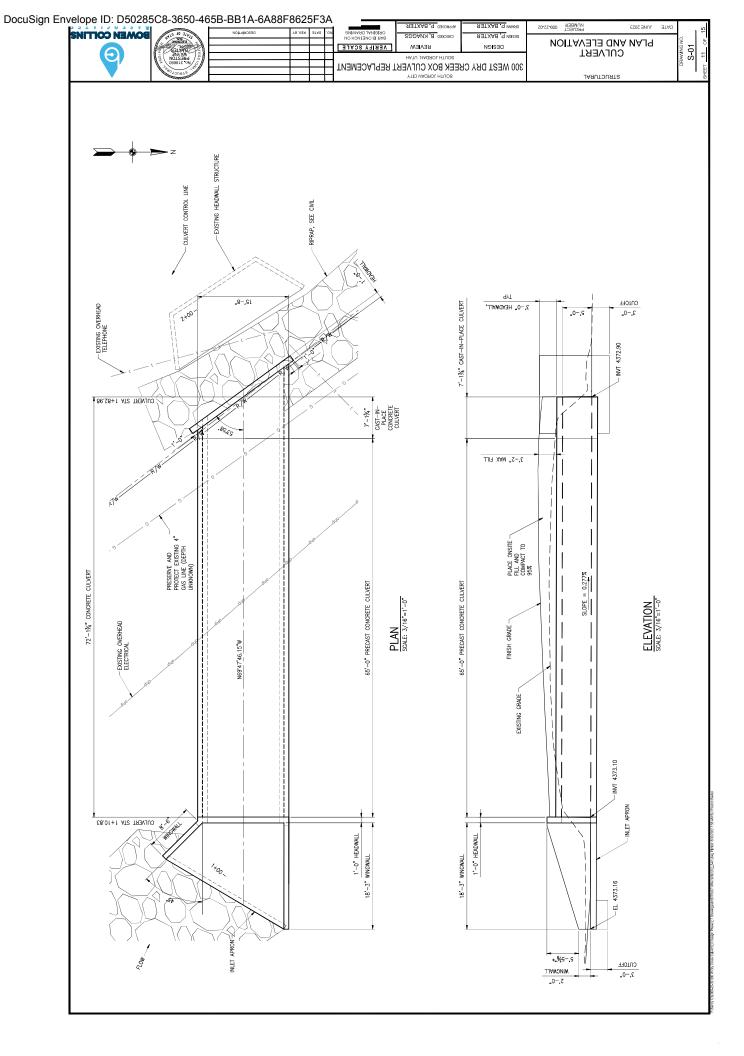


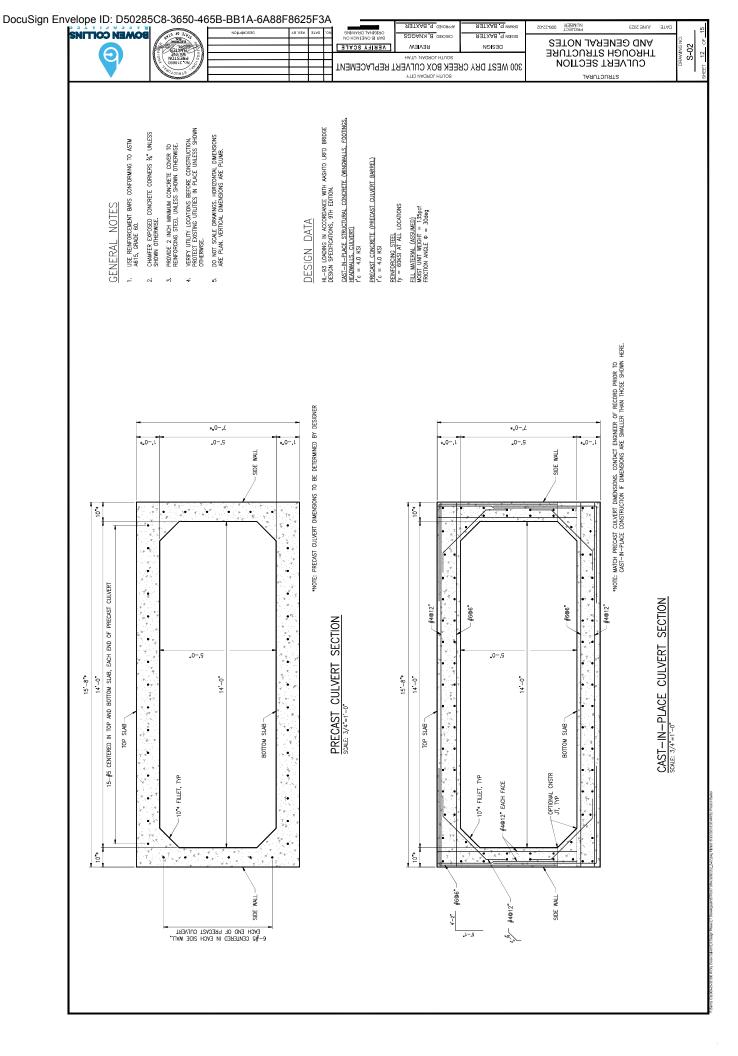


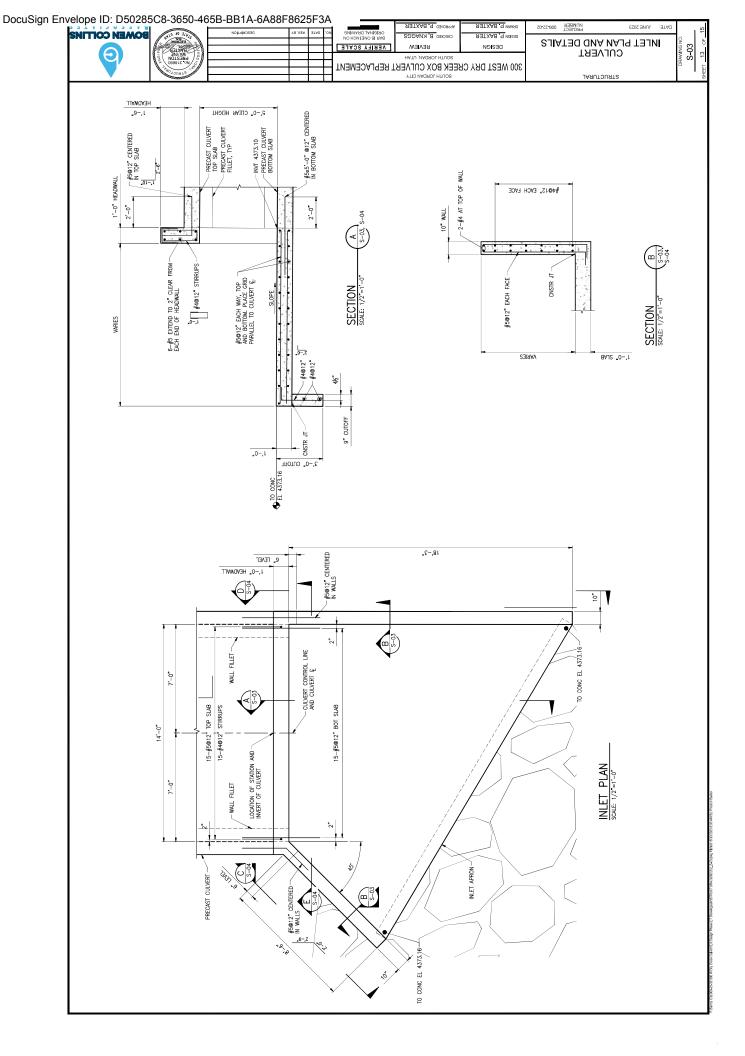


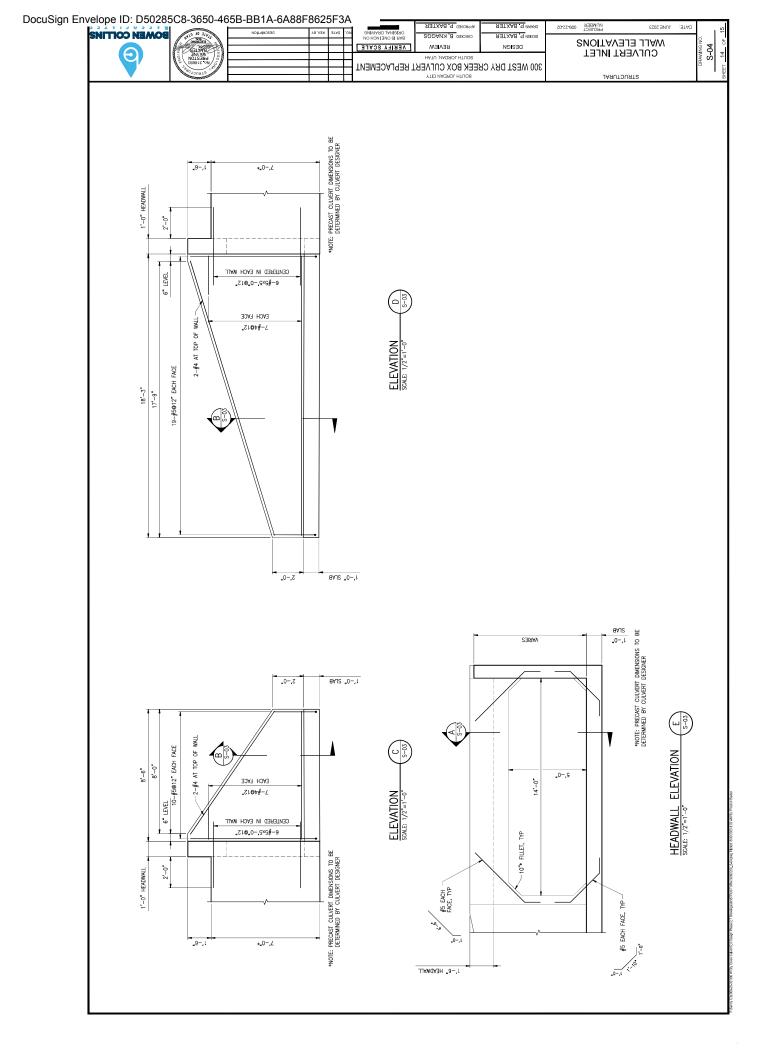












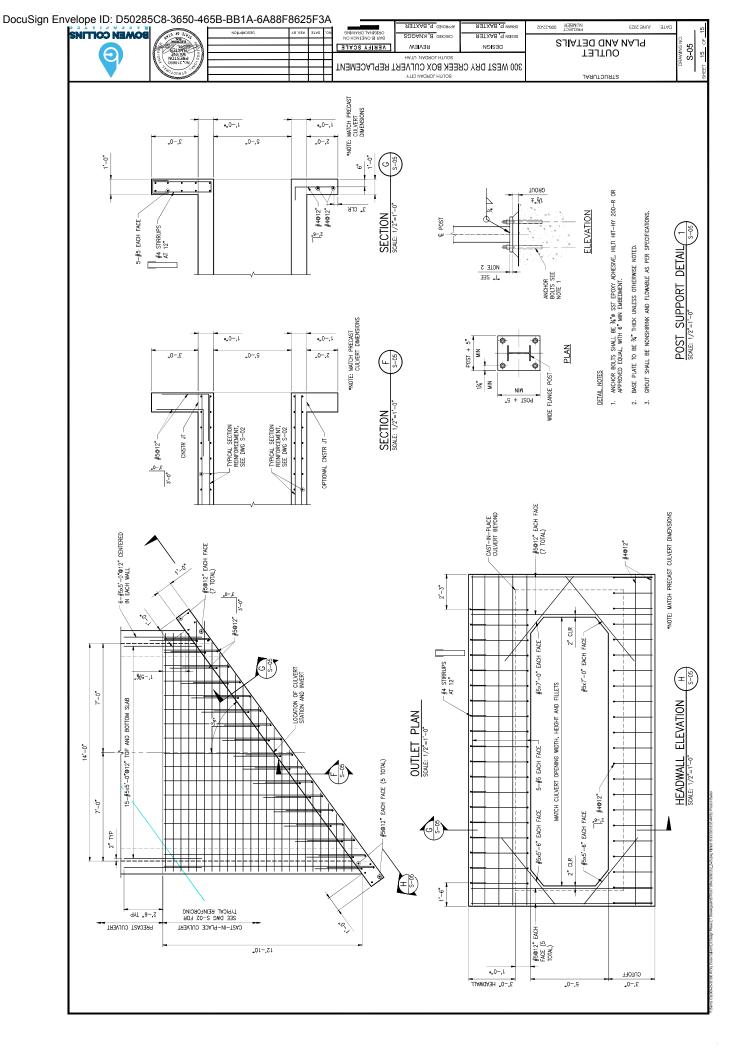


EXHIBIT B

(Cost Distribution)

Entity	Construction		Costs Incurred		Total	
Sandy City	\$	170,577	\$	115,272	\$	285,849
South Jordan City	\$	270,943	\$	14,905	\$	285,848
Property Owner	\$	50,000	\$	37,906	\$	87,906
SLCO	\$	300,000	\$	-	\$	300,000
Total	\$	791,520	\$	168,083	\$	959,603