

REQUEST FOR COUNCIL ACTION

SUBJECT: An Interlocal Cooperation Agreement between the City and Salt Lake County providing the City with indemnification regarding the future portage from the Jordan River south of the Winchester Street Bridge.

SUMMARY: The County has applied for an application from the State of Utah, Division of Forestry, Fire and State Lands to build a portage south of the Winchester Bridge on Murray City property located within the municipal jurisdiction of West Jordan City. This Interlocal Cooperation Agreement is intended to provide the City with indemnification for all claims related to the design, construction, and maintenance, as well as all accidents arising from the portage and its related signage.

FISCAL No fiscal Impact.

STAFF RECOMMENDATION:

Staff recommends adoption of the attached resolution authorizing the execution by the Mayor of the Interlocal Cooperation Agreement between the City and Salt Lake County for a portage from the Jordan River south of the Winchester Street Bridge.

MOTION RECOMMENDED:

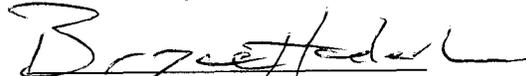
"I move to adopt Resolution No. 15-41, authorizing the mayor to sign the Interlocal Cooperation Agreement between the City and Salt Lake County for a portage from the Jordan River south of the Winchester Street Bridge.

Prepared by:



Stuart E. Williams
Deputy City Attorney

Reviewed by:



Bryce Haderlie
Interim City Manager

DISCUSSION:

Salt Lake County has made application to the State of Utah, Division of Forestry, Fire and State Lands to construct a portage from the Jordan River, south of the Winchester Street Bridge. The proposed portage is designed to be built on property belonging to Murray City that is located within the municipal jurisdiction of West Jordan City. The portage will include alterations to the water flow within the Jordan River itself, as well as include a path that will connect to the paved Jordan River Trail to the west of the Jordan River that is currently maintained by West Jordan City.

The City has worked with the County to facilitate the County's portage and signage improvements. In exchange for the City's compliance with the County's application to the State, the County has agreed to assume responsibility for the maintenance and upkeep of the improvements and also indemnify the City against any liabilities which may arise therefrom; including but not limited to the design, construction, maintenance, repair, compliance, enforcement, or any other safety issues with the Signage, Portage, or vegetation around the signage or portage.

The Interlocal Cooperation Agreement between the City and Salt Lake County has been approved as to form by Megan L. Smith, Salt Lake County Deputy District Attorney, and is scheduled to be presented to the Salt Lake County Council on February 24, 2015.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-41

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR
OF THE AGREEMENT BETWEEN
THE CITY OF WEST JORDAN AND SALT LAKE COUNTY

Whereas, the City Council has reviewed and considered the attached Interlocal Cooperation Agreement between the City and Salt Lake County for a portage from the Jordan River south of the Winchester Street Bridge; and

Whereas, the City Council has determined the Interlocal Cooperation Agreement between the City and Salt Lake County for a portage from the Jordan River south of the Winchester Street Bridge to be in the best interest of the City; and

Whereas, the City Council of the City of West Jordan desires that an Interlocal Cooperation Agreement between the City and Salt Lake County for a portage from the Jordan River south of the Winchester Street Bridge be executed by the Mayor; and

Whereas, the Mayor is authorized to execute agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form by the City Attorney, the Mayor is authorized and directed to sign the Interlocal Cooperation Agreement between the City and Salt Lake County for a portage from the Jordan River south of the Winchester Street Bridge, attached hereto.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 25th day of February, 2015.

CITY OF WEST JORDAN

By:

Mayor Kim V. Rolfe

ATTEST:

MELANIE BRIGGS, City Clerk

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

INTERLOCAL COOPERATION AGREEMENT

By and between

SALT LAKE COUNTY

and

WEST JORDAN CITY

[For Boat Portage from the Jordan River south of the Winchester Street Bridge]

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____ 20__ by SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah for its Division of Parks and Recreation and the CITY OF WEST JORDAN ("City"), a municipal corporation of the State of Utah.

RECITALS:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, section 11-13-101, et seq., U.C.A., to enter into agreements with each other which will enable them to make the most efficient use of their powers; and

WHEREAS, County desires to construct a boat exit portage along the Jordan River partially within City's municipal boundaries at a location described in detail in Exhibit B, for boaters to avoid water hazards located down stream; and

WHEREAS, County also desires to install signage adjacent to the portage alerting

boaters to the downstream hazards and the opportunity to exit, as well as an additional sign to be located where the portage trail intersects with the Jordan River Trail indicating that the Portage is provided solely as an exit from the Jordan River and is not intended as a launching point for boaters or any other type of ingress into the water; and

WHEREAS, County intends to construct its portage and install its signage on property owned by the City of Murray with Murray's permission pursuant to an Interlocal Cooperation Agreement between the County and City of Murray entitled "Phase 1 Jordan River Waterway Improvements," County Contract #0000000360; and

WHEREAS, in order for the County to construct its portage, it is necessary for it to obtain a permit from the State of Utah Department of Forestry, Fire and State Lands; and

WHEREAS, City desires to facilitate County's portage and signage improvements provided that County assume the maintenance and upkeep of the improvements and also indemnify the City against any liabilities which may arise therefrom; including but not limited to the design, construction, maintenance, repair, compliance, enforcement, or any other safety issues with the Signage, Portage, or vegetation around the signage or portage.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. **Portage Design, Construction & Maintenance.** The County shall be solely responsible for the design, construction, and maintenance of a boat portage from the Jordan River which is more particularly described in the rendering attached hereto as Exhibit A ("Portage").
2. **Warning/Portage Signs.** The County shall be solely responsible to install all signage

adjacent to the portage determined by the County to be necessary to warn of hazards within the Jordan River and to notify individuals on the Jordan River that they are approaching the Portage (“Signs”). The County shall also be solely responsible for each of the Signs’ style, size, and installation parameters; as well as for the design, materials and functionality.

3. **Exit Sign.** In addition to the Signs discussed in Paragraph 2 of this Agreement, the County shall be solely responsible to install an “Exit Only” sign at the point where the Portage trail meets the Jordan River Trail to notify the public that the Portage is not intended as a place to launch a boat or make any other type of ingress into the water, but rather solely as a take-out location.

4. **Duty to Maintain.** The County shall be solely responsible to continue to inspect, monitor and maintain the Portage and the Signage described in paragraphs 2 and 3 above during the term of this agreement. Maintenance shall include but is not limited to: regularly cutting or otherwise restricting the height of foliage to prevent obscuring the Signage or the Portage; replacing or repairing the Signage should conditions require; and re-establishing, replacing, or repairing the Portage. Compliance with this Agreement constitutes full compliance with the West Jordan City zoning sign requirements.

5. Nothing in this Agreement shall impose a perpetual duty upon the County to continue to use and maintain the Portage and Signage contemplated under this Agreement should the County or the State of Utah later determine that the use of the Signage or Portage described in this Agreement is unnecessary and the contract is terminated in accordance with paragraph 8 due to the construction and use of other legally acceptable means to warn boaters and allow portage around the hazard and discourage ingress to the Jordan River through the Portage; or if the hazard itself is mitigated.

6. The parties acknowledge that the City has no duty to inspect, monitor, maintain, repair, replace, or notify the County of any defects, maintenance concerns, or any other safety issues with the Signage, Portage, or vegetation around the Signage or Portage, and nothing in this Agreement shall be construed to impose a duty on City to inspect, monitor, or notify the County of any defects, maintenance concerns, or any other safety issues with the Sign or Portage.

7. **State of Utah Permit.** In exchange for the County's performance of the obligations set forth in this Agreement, City agrees not to object or appeal the County's anticipated permit application with the State of Utah Department of Forestry, Fire, and State Lands to install the Portage and Signage so long as the County's permit application is substantially consistent with this Agreement.

8. **Term.** This Agreement shall become effective upon signature and shall remain in effect for a period of fifty (50) years or until the Parties mutually agree to terminate it by a signed amendment. The parties may agree to renew this Agreement for subsequent terms of fifty (50) years or until the Parties mutually agree to terminate it by a signed amendment. The County shall remove the Portage and all signage at the termination of this Agreement.

9. **Indemnification.** The County shall indemnify and hold the City harmless from any and all costs, expenses, claims, and fees associated with the public or private use, design, construction, manufacture, failure to enforce, installation and maintenance of the Portage, the Signage, and the property and vegetation surrounding the Signage and Portage. The County shall maintain the Portage and Signage at its sole expense. Further the County shall indemnify and hold harmless City from any and all claims and legal actions arising out of allegations related to the design construction, installation, removal, or maintenance of the County's Signage or Portage, its surrounding property, vegetation and/or its invitees' use of neighboring property belonging to

third parties, including the City.

10. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq. Consistent with the terms of the Governmental Immunity Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts that it commits or that are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

11. **Interlocal Cooperation Act Requirements.** 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. The Parties agree that the provisions of this contract create no new entity and no joint governing board is created or required. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the County's Director of Parks and Recreation.

C. The Parties agree that this contract will be entered into, processed, approved, reviewed by an attorney as to legality, and filed in accordance with the provisions and requirements of the Act.

D. The parties agree that a resolution of legislative bodies is required, pursuant to Utah Code, Section 11-13-202.5(b).

E. 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 Act.

12. **Miscellaneous.**

A. *Applicable Law.* The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

B. *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.

C. *Amendment.* This Agreement may only be amended by a writing signed by both parties.

D. *Survival.* All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect.

E. *Waiver.* No failure by any 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.

F. *Severability.* In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

G. *Exhibits.* All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

H. *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.

I. *Fees.* Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board, or entity, other than the Parties and their successors and assigns, any right or remedies by reason of this Agreement, as a third-party beneficiary, or otherwise. If a breach of this Agreement occurs, the prevailing party shall recover all costs of enforcement, including reasonable attorneys' fees.

J. *Notices.* Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or 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:

To the County: Director - Division of Parks and Recreation
 2001 South State Street, S4800
 Salt Lake City, Utah 84190

 Contracts Administrator
 Salt Lake County
 2001 South State, Suite, N-4500
 Salt Lake City, Utah 84190-3100

To the City: West Jordan City Attorney's Office
Second Floor
8000 South Redwood Road
West Jordan, Utah 84088

With copies to: West Jordan City Clerk's Office
Third Floor
8000 South Redwood Road
West Jordan, Utah 84088

IN WITNESS WHEREOF, the District and the County have caused this agreement to be duly executed as of the day and year written first above.

SALT LAKE COUNTY

WEST JORDAN CITY

By:

By: _____

Mayor, Salt Lake County

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

By: Megan L. Smith
Megan L. Smith
Salt Lake County Deputy District Attorney

By: Stuart E. Williams
Stuart E. Williams
Deputy West Jordan City Attorney

Date: 2/18/15

Date: 2-19-15

Parcel No. 1:PE
 Tax Serial No. 21-23-327-007
 Surveyor WFO: SPY20140437

Exhibit B

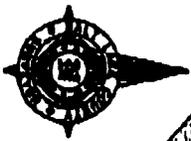
A perpetual easement being part of an entire tract of land conveyed to Murray City (21-23-327-007) per that Quit Claim Deed recorded on March 28, 2014 as Entry No. 11825184 in Book 10220, at Page 1201 in the Office of the Salt Lake County Recorder, said tract of land is located in the Southwest Quarter of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said perpetual easement is described as follows:

Beginning at a point on the northwesterly boundary line of said entire tract, which point is 636.30 feet S. 00°15'32" W. (Record = south) along the westerly line of said Section 23 and 1,672.4 feet S. 89°44'28" E. (Record = east) to the westerly corner of said entire tract and 79.26 feet N. 15°55'32" E. (Record = N. 15°40' E.) along said northwesterly boundary line of said entire tract from the West Quarter Corner of said Section 23; thence departing said boundary line N. 55°12'20" E. 16.74 feet to the southwesterly top of river bank; thence southeasterly along said bank the following (3) courses: 1) S. 34°47'40" E. 15.13 feet to a point of tangency with a 300.00 - foot radius curve to the left, concave northeasterly; 2) southeasterly 78.95 feet along the arc of said curve, through a central angle of 15°04'45"; 3) S. 49°52'25" E. 22.72 feet to the intersection of said top of river bank and the easterly boundary line of said entire tract; thence S. 15°55'32" W. (Record = S. 15°40' W.) 34.84 feet along said easterly boundary line to the northeasterly side of the paved Jordan River Trail; thence departing said easterly boundary line of said entire tract and along said northeasterly side of paved trail the following (3) courses: 1) N. 67°35'57" W. 8.71 feet to a point of tangency with a 80.00 - foot radius curve to the right, concave northeasterly; 2) northwesterly 57.08 feet along the arc of said curve, through a central angle of 40°52'42"; 3) N. 26°43'19" W. 76.02 feet to the Point of Beginning.

The above described perpetual easement contains 3,735 square feet in area or 0.086 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The basis of bearing is S. 00°15'32" W. between the West Quarter of Section 23 and Southwest Corner of said Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian.



WEST JORDAN
21-23-327-004-1001

CORPORATION OF THE
PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS
21-23-39-001

UTAH POWER AND LIGHT
21-23-327-005

MURRAY CITY
21-23-327-007

MURRAY CITY
21-23-327-009



JORDAN RIVER WATER TRAIL (21-23-327-007)
WINCHESTER BOAT TAKEOUT
SALT LAKE COUNTY PARKS AND REC
Prepared for:

Sec. 23, T.2S, R.1W, S.L.B.M.
Work Order No. S1770140437

Prepared by the Office of:
Reid J. Demmon, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #41590
Salt Lake City, Utah 84114-4575
(385) 468-8240

CURVE #	LENGTH	RADIUS	DELTA	CH. BEG.	CH. END
C1	78.95	300.00	157°04'45"	S42°20'03"E	78.73
C2	57.08	80.00	40°52'42"	S47°09'36"W	55.57

LEGEND

- PARCEL BOUNDARY
- ADJACENT PARCEL LINE
- SOUTHWESTERLY BANK OF THE JORDAN RIVER
- EASEMENT AREA
- JORDAN RIVER TRAIL

LINE #	LENGTH	BEARING
L1	16.74	N55°12'20"E
L2	15.13	S34°47'40"E
L3	22.72	S48°52'20"E
L4	34.84	S15°55'32"W
L5	8.71	N87°35'57"W

EXHIBIT "B"

PAGE 3 OF 3



Prepared By: BFM Date: 12/15/2014
 Surveyed By: XOX Date: 7/7/2014
 Checked By: KDS Date: 12/16/2014

Parcel No. 2:PE
 Tax Serial No. 31-23-327-009
 Surveyor WQ: SY20140437

Exhibit B

A perpetual easement being part of an entire tract of land conveyed to Murray City (21-23-327-009) per that Quit Claim Deed recorded on March 28, 2014 as Entry No. 11825184 in Book 10220, at Page 1201 in the Office of the Salt Lake County Recorder, said tract of land is located in the Southwest Quarter of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said perpetual easement is described as follows:

Beginning at a point on the northwesterly boundary line of said entire tract, which point is 732.00 feet S. 00°15'32" W. (Record = south) along the westerly line of said Section 23 and 1,759.70 feet S. 89°44'28" E. (Record = east) to the westerly corner of said entire tract and 65.60 feet N. 15°55'32" E. (Record = N. 15°40' E.) along said northwesterly boundary line of said entire tract from the West Quarter Corner of said Section 23; thence continuing along said boundary line N. 15°55'32" E. (Record = N. 15°40' E.) 34.84 feet to the intersection of said northwesterly boundary line and the southwesterly top of river bank; thence departing said boundary line S. 49°52'25" E. 21.94 feet along said bank; thence departing said bank S. 22°24'03" W. 27.94 feet to the northeasterly side of the paved Jordan River Trail; thence N. 67°35'57" W. 16.97 feet along said northeasterly side of paved trail to the Point of Beginning.

The above described perpetual easement contains 586 square feet in area or 0.013 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The basis of bearing is S. 00°15'32" W. between the West Quarter of Section 23 and Southwest Corner of said Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

WEST JORDAN
21-23-327-004-4001

MURRAY CITY
21-23-327-007

UTRAI POWER AND LIGHT
21-23-327-010

CORPORATION OF THE
PRESIDENT BISHOP OF THE
CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS
21-23-327-006

MURRAY CITY
21-23-327-009

EXHIBIT 'B'

CITY OF WEST JORDAN
21-23-327-004-4002



JORDAN RIVER WATER TRAIL (21-23-327-009)
WINCHESTER BOAT TAKEOUT
SALT LAKE COUNTY PARKS AND REC
Prepared for:
Sec. 23, T.2S, R.1W, S.L.B.34A
Work Order No. SYV20140437

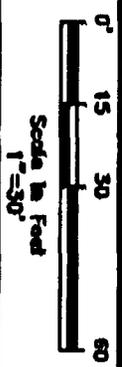
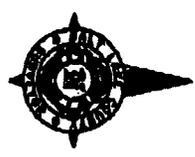
Prepared by the Office of:
Reid J. Demmon, P.L.S.
Salt Lake County Surveyor
2001 S. State St. AN1500
Salt Lake City, Utah 84114-4575
(385) 468-8240

Prepared By: BFW Date: 12/15/2014
Surveyed By: JCK Date: 7/7/2017
Checked By: KDS Date: 12/15/2014

LEGEND

- PARCEL BOUNDARY
- ADJACENT PARCEL LINE
- SOUTHWESTERLY BANK OF THE JORDAN RIVER
- EASEMENT AREA
- JORDAN RIVER TRAIL

LINE #	LENGTH	BEARING
L2	21.94	S49°52'25"E
L3	27.94	S22°24'03"W
L4	16.97	N87°25'57"W
L1	34.84	N15°58'32"E



PAGE 3 OF 3