

TAYLORSVILLE, UTAH
RESOLUTION NO. 15-11

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT
WITH MURRAY CITY FOR THE DESIGN AND CONSTRUCTION OF A
PEDESTRIAN BRIDGE AND CERTAIN SIDEWALK IMPROVEMENTS LOCATED
AT APPROXIMATELY 800 WEST (JORDAN RIVER) 4500 SOUTH**

WHEREAS, the Taylorsville City Council (the “Council”) met in regular session on May 20, 2015, to consider, among other things, approving an interlocal cooperative agreement with Murray City (“Murray”) for the design and construction of a pedestrian bridge and certain sidewalk improvements located at approximately 800 West (Jordan River) 4500 South; and

WHEREAS, the City and Murray are planning to join together to design and construct a pedestrian bridge on the north side of 4500 South at approximately 800 West (Jordan River); and

WHEREAS, the City and Murray are also planning to join together to design and construct certain sidewalk improvements on the north side of 4500 South between 700 West and 1100 West; and

WHEREAS, the Utah Interlocal Cooperative Act, UTAH CODE ANN. § 11-13-101, *et seq.*, provides that any two or more government entities are authorized to enter into agreements with each other for joint or cooperative actions; and

WHEREAS, the City and Murray are government entities and are therefore authorized by UTAH CODE ANNOTATED § 11-13-101, *et seq.* to enter into agreements with each other which will enable them to make the most efficient use of their resources; and

WHEREAS, an interlocal cooperative agreement has been prepared, a copy of which is attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that the attached interlocal cooperative agreement is approved, and the Mayor and City Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned Resolution No. 15-11, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Taylorsville City Council this ____ day of _____, 2015.

TAYLORSVILLE CITY COUNCIL

By: _____
Kristie S. Overson, Chairman

SEAL

VOTING:

Dama Barbour	Yea	___	Nay	___
Ernest Burgess	Yea	___	Nay	___
Dan Armstrong	Yea	___	Nay	___
Kristie S. Overson	Yea	___	Nay	___
Brad Christopherson	Yea	___	Nay	___

PRESENTED to the Mayor of the City of Taylorsville for approval this ___ day
_____, 2015.

APPROVED this ___ day of _____, 2015.

ATTEST:

Mayor Lawrence Johnson

Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ___ day of _____, 2015.

RECORDED this ___ day of _____, 2015.

EXHIBIT "A"

(Interlocal Cooperative Agreement for the Design and Construction of a Pedestrian Bridge and Certain Sidewalk Improvements Located at Approximately 800 West (Jordan River) 4500 South)

**Interlocal Cooperative Agreement for the Design and Construction of
a Pedestrian Bridge and Certain Sidewalk Improvements Located at
Approximately 800 West (Jordan River) 4500 South**

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement") is effective this _____ day of _____, 2015 by and between the City of Taylorsville ("Taylorsville") and Murray City Corporation ("Murray") (collectively referred to herein as "Parties" or individually as "Party").

RECITALS:

WHEREAS, the Parties are planning to join together to design and construct a pedestrian bridge on the north side of 4500 South at approximately 800 West (Jordan River). The Parties are also planning to join together to design and construct certain sidewalk improvement on the north side of 4500 South Street between 700 and 1100 West (collectively referred to herein as the "Project"); and

WHEREAS, a portion of the Project will be located within the boundaries of Taylorsville and a portion of the Project will be located within the boundaries of Murray; and

WHEREAS, the Parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act (Utah Code Ann. § 11-13-101, *et seq.*) to enter into agreements with each other which will enable them to make the most efficient use of their resources; and

WHEREAS, Taylorsville and Murray are willing to allocate funds for the Project, subject to appropriation of funds by the Murray City Council, as more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT:

1. **Detailed Description of Project.** The Project shall consist of the design and construction of a pedestrian bridge at approximately 800 West (Jordan River) on the north side of 4500 South and certain sidewalk improvements on the north side of 4500 South, as more fully described on attached Exhibit "A."

2. **Responsibility for Construction of the Project.** Taylorsville shall administer and oversee construction of the Project. Periodically during the design phase of the Project and prior to beginning construction of the Project, the Taylorsville City Engineer shall meet and confer and obtain consent to the design and construction from the Murray City Engineer.

3. **Contractor Selection.** In accordance with Utah Code Ann. § 11-39-101, *et seq.* and Taylorsville procurement procedures, Taylorsville has selected ACME Construction to construct the Project and Forsgren Engineering to design the Project. Negotiations shall be conducted with the contractor to establish a final work program and fee for the Project. Following these negotiations, Taylorsville, acting as the agent of the Parties, shall enter into a contract with the selected contractor. The Parties must approve the construction plans prior to entering into such a contract.

4. **Allocation and Payment of Costs.**

a. It is estimated that the total cost of the Project will be Five Hundred Forty-Five Thousand Dollars (\$545,000). The Utah Department of Transportation (“UDOT”) shall contribute Two Hundred Seventy Thousand Dollars (\$270,000) of the cost of the Project. Salt Lake County shall contribute Forty Thousand Dollars (\$40,000) of the cost of the Project, and Utah Transit Authority shall contribute Twenty-Five Thousand Dollars (\$25,000) of the cost of the Project. Taylorsville shall contribute One Hundred Six Thousand Dollars (\$106,000) of the cost of the Project. Taylorsville shall find sources or partners for the balance of the Project costs (projected to be about Twenty-Six Thousand Dollars (\$26,000)). In fiscal year 2014-2015, Murray shall contribute Forty-Thousand Dollars (\$40,000) towards the purchase of the easement on the property needed to construct the sidewalk and bridge as specified in Exhibit “A” (“Murray 2014 Contribution”) and towards the construction of the Project as follows: Murray has paid the costs of the easement in the amount of Two Thousand Nine Hundred Fifty dollars (\$2,950) directly to the property owner

and has secured the necessary easement, a copy of which is attached as Exhibit “B”. The balance of the Murray 2014 Contribution in the amount of Thirty-Seven Thousand Fifty Dollars (\$37,050) shall be paid directly to Taylorsville no later than forty-five (45) days after the effective date of this Agreement. In fiscal year 2015-2016, Murray shall consider providing Forty Thousand Dollars (\$40,000) to be contributed to the Project (Murray 2015 Contribution”). The Murray 2015 Contribution shall be used to fund improvements on the property located in Murray. Prior to June 16, 2015, Taylorsville shall provide to Murray a detailed description of the improvements that will be funded by the Murray 2015 Contribution. If, for any reason, Murray does not appropriate funds for the Murray 2015 Contribution, Murray shall have no further obligation to make the Murray 2015 Contribution. If funds are appropriated for the Murray 2015 Contribution, the contribution shall be remitted to Taylorsville by August 1, 2015.

5. **Coordination.** All Parties to this Agreement should keep each other informed of substantive communications and activities related to the Project.

6. **Permits, Review, and Approval.** All Parties, if required, shall issue without fee or change any permits needed to construct the Project. Taylorsville shall inspect all work performed by the contractor pursuant to Taylorsville's normal inspection process. Taylorsville shall immediately inform the other Party and contributing agencies of any defects or other problems with the Project. Murray shall be responsible for obtaining all necessary permits for work performed in Murray. Taylorsville shall be responsible for obtaining all necessary permits for work performed in Taylorsville.

7. **Change Orders.** In the event that any Party requires any substantive changes in the approved construction plans, the Party requesting the change shall immediately inform the other Party and contributing agencies of the requested change. The change shall only be made after written authorization from the Party not requesting the change, and the Party requesting the change shall be solely responsible for any costs associated with the change.

8. **Ownership of Improvements.** It is the intent of the Parties that upon completion of the Project, Murray shall have ownership and control of all the improvements on the Murray side of the Project. UDOT shall have ownership and control of all the improvements on the UDOT areas of the Project. Taylorsville shall have ownership and control of all improvements on the Taylorsville side of the Project.

9. **Duration.** This Agreement shall terminate upon completion of the Project and final payment of all costs associated with the Project.

10. **Purpose.** The purpose of this Agreement is to provide for a mechanism and funding to jointly construct the Project, which shall benefit the constituents of the Parties.

11. **Financing; Budget.** The Parties have or will individually budget funds for the undertaking hereunder. The Parties have not established a joint budget for the Project.

12. **Partial or Complete Termination of this Agreement and Disposing of Property.** The permissible method or methods to be employed in accomplishing the partial or complete termination of this Agreement are described herein.

13. **Manner of Acquiring, Holding, or Disposing of Property.** It is anticipated by the Parties that no real or personal property will be acquired, held, disposed of or used in a joint or cooperative undertaking. To the extent that property is acquired within this joint or cooperative undertaking, such property shall be distributed to the Parties as agreed.

14. **Interlocal Entity.** This Agreement does not create an interlocal entity.

15. **Approval by Attorney.** This Agreement shall be submitted to and authorized by the attorneys for the Parties for approval in accordance with the Interlocal Cooperative Act.

16. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

17. **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 hereof.

18. **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.

19. **Indemnification.** The Parties are governmental entities under the "Utah Governmental Immunity Act" (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, 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.

20. **No Guarantee.** The Parties make no guarantees to each other regarding the Project or the planning, engineering, design, or construction of the Project.

21. **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.

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

23. **Exclusive Remedies.** The remedies of the Parties specified herein shall be exclusive. Neither Party shall have any other right, remedy, or priority whatsoever.

24. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

25. **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 arm's length negotiations between the Parties, and all 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.

26. **Notice.** 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, or (b) within two (2) days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below.

Murray: Murray City Mayor
5025 South State Street
Murray, UT 84107

Copy to: Frank Nakamura
Murray City Attorney
5025 South State Street
Murray, UT 84107

City: Taylorsville City Mayor
2600 West Taylorsville Boulevard
Taylorsville, UT 84129

Copy to: Tracy Scott Cowdell
Taylorsville City Attorney

2600 West Taylorsville Blvd.
Taylorsville, Utah 84129

27. **Time of Essence.** Time is the essence of this Agreement.

28. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement to any other person(s) or entity(ies).

29. **Survival.** All of the Parties' respective representations, covenants, 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.

30. **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.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

MURRAY CITY CORPORATION

By: _____
David Ted Eyre, Mayor

Date Signed: _____

ATTEST:

By: _____
Jennifer Kennedy, City Recorder

Date Signed: _____

Approved and reviewed as to proper form
and compliance with applicable law:

By: _____
Frank Nakamura, Murray City Attorney

Date Signed: _____

CITY OF TAYLORSVILLE

By: _____
Lawrence Johnson, Mayor

Date Signed: _____

ATTEST:

By: _____
Cheryl P. Cottle, City Recorder

Date Signed: _____

Approved and reviewed as to proper form
and compliance with applicable law:

By: _____
Tracy Scott Cowdell, City Attorney

Date Signed: _____

Exhibit A

[Description of Improvement]