

REQUEST FOR COUNCIL ACTION

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN SALT LAKE CITY CORPORATION AND THE CITY OF WEST JORDAN

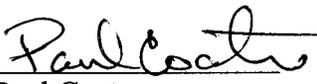
SUMMARY: An agreement to set forth the rights and operations responsibilities for landscaping, maintenance and other operations within easement areas.

FISCAL:
IMPACT: The Parks Department estimates spending an additional \$4,000 per annum to meet the terms of the agreement.

STAFF RECOMMENDATION:
Staff recommends that the City Council approve and authorized the Mayor to sign the proposed Memorandum of Agreement.

MOTIONS RECOMMENDED:
"I move to adopt Resolution 15-2216 approving and authorizing the Mayor to execute the attached Memorandum of Agreement."

Prepared by:


Paul Coates
Economic and Dev
Assistance Manager

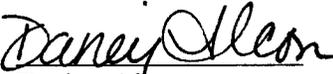
Reviewed by:


David Oka
Development
Director

Reviewed by:


Brian Clegg
Parks Director

Reviewed as to legal form:


Darien Alcorn
Interim City Attorney

Recommended by:


Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

Salt Lake City (SLC) owns and operates South Valley Regional Airport (aka Airport #2) located at 7400 South and 4600 West within the borders of the City of West Jordan (the City). Its Department of Airports (DOA) is responsible for managing the operations of the airport including, but not limited to, property management.

SLC has previously conveyed easements to the City for the purpose of road improvements including landscaping. The road improvements constructed within the easements include Center Park Drive and a part Jordan Landing Boulevard. The proposed agreement also takes into consideration improvements along 6200 South not contained within an easement.

SLC has met with West Jordan city staff to discuss the maintenance needs of the landscaped improvements, as well as other issues related to the road areas identified above. SLC wishes to formalize those discussions as represented in the proposed agreement.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-226

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST
JORDAN AND SALT LAKE CITY CORPORATION

Whereas, the City Council of the City of West Jordan has reviewed the Memorandum of Understanding between the City of West Jordan and Salt Lake City Corporation (a copy of which is attached); and

Whereas, the City Council of the City of West Jordan desires that the Memorandum of Understanding be executed by the Mayor; and

Whereas, the Mayor is authorized to execute the agreement.

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

Section 1. The Mayor is hereby authorized and directed to execute the Memorandum of Understanding.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____, 2015.

CITY OF WEST JORDAN

By: _____
Mayor Kim V. Rolfe

ATTEST:

Melanie S. Briggs, City Clerk/Recorder

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Sophie Rice

Ben Southworth

Mayor Kim V. Rolfe

**MEMORANDUM OF AGREEMENT
BETWEEN
SALT LAKE CITY CORPORATION
AND
THE CITY OF WEST JORDAN**

THIS MEMORANDUM OF AGREEMENT ("MOA"), is made and entered into as of _____, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the state of Utah, ("SLC"), and the CITY OF WEST JORDAN, a municipal corporation of the state of Utah, ("West Jordan").

RECITALS

WHEREAS, SLC owns and through its Department of Airports ("SLCDA") operates the South Valley Regional Airport ("Airport") located at 7400 South 4600 West, West Jordan, Utah, (previously known as Airport II); and,

WHEREAS, SLC has conveyed easements to West Jordan for management and operations purposes on, across, or under the surface of real property at the Airport; and,

WHEREAS, SLC desires to clarify and formalize management and operations responsibilities for landscaping, maintenance, improvements, sidewalk snow removal, repairs, and other operations within easement areas; and,

WHEREAS, SLC and West Jordan are mutually agreeable to clarifying and formalizing the rights and responsibilities of the parties.

NOW, THEREFORE, based upon the terms and conditions contained herein, the parties agree as follows:

A. **EASEMENT AREA RESPONSIBILITIES.** Easement areas are identified below as Areas 1, 2 and 3 and are shown on Exhibit A attached hereto and hereby incorporated by reference. The maintenance and operational responsibilities of the parties within each easement area are as stated below:

1. **AREA #1 — Center Park Drive Easement Area**

- a. West Jordan shall perform general maintenance and management related services including without limitation landscaping, ground maintenance, weed control, improvements, sidewalk snow removal, repairs and related upkeep throughout the year on both sides of Center Park Drive.

2. **AREA #2 — Jordan Landing Boulevard Easement Area**

- a. West Jordan shall perform general maintenance and management related services including without limitation landscaping, ground maintenance, weed control, improvements, sidewalk snow removal, repairs and related upkeep throughout the year on the west side of Jordan Landing Boulevard.

- b. Detention Basin.
 - i. As shown in Exhibit B, West Jordan will maintain the interior slopes and floor of the detention basin including the area on SLC's side of the fence on a year round basis. SLC will maintain the road around the top as well as the exterior slopes of the detention basin on a year round basis.
 - ii. SLC will install native plants or other material to stabilize the slope including the area on West Jordan's side of the fence. It's understood by both parties that the stabilization may take multiple years to become established and the exact material used will be a joint decision by SLC and West Jordan.
 - iii. On West Jordan's side of the fence West Jordan will maintain this area on a year round basis. On SLC's side of the fence SLC will maintain this area on a year round basis.
- c. Certain improvements installed by West Jordan are outside of the Jordan Landing Boulevard roadway easement boundaries including a fence, sidewalks, utility lines, and landscaping. SLC will amend the easement to include the areas where West Jordan improvements are located including the West Jordan's fence line between West Jordan's water tanks and West Jordan's detention basin.

3. **AREA #3 — 6200 South Easement Area**

- a. West Jordan shall perform general maintenance and management related services including without limitation landscaping, ground maintenance, weed control, improvements, sidewalk snow removal, repairs and related upkeep throughout the year.
- b. SLC will repair and maintain its perimeter fence parallel to 6200 South and will waive claims, if any, for damage to its fence that occurred in winter of 2009-2010.
- c. SLC will repair and maintain its permanent wooden snow fence. SLC will allow West Jordan to install its own lock in the vehicle access gate on Center Park Drive to allow immediate access to the east fire hydrant shut off valve.

B. **PERIMETER FENCING.**

- 1. SLCDA's General Aviation Manager will monitor and will communicate to West Jordan instructions regarding security and bird control issues around perimeter fencing. Within four to six feet of the perimeter fence West Jordan shall cut and maintain all vegetation to one (1) foot or less in height. SLC will be responsible for applying vegetation control chemicals along the base of the perimeter fence.
- 2. The parties acknowledge that the perimeter fencing starting at Center Park Drive

and going south is approximately two (2) feet outside the property line.

- C. **INDEMNIFICATION.** Except as specifically provided in this MOA and without waiving any rights they may have under the Utah Governmental Immunity Act each party agrees to indemnify, release, hold harmless, and defend the other from all claims, damages, liabilities, and judgment for injury to persons, loss of life or damage to property occurring because of the negligent acts or omissions of the party, its officers or employees. The foregoing notwithstanding, the indemnitor shall not be required to indemnify the indemnitee for the indemnitee's own negligence.
- D. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR OFFICERS AND EMPLOYEES AND FORMER OFFICERS AND EMPLOYEES.** Each party represents that it has not: (1) provided an illegal gift or payoff to an officer or employee or former officer or employee of the other party, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in SLC's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code, or in any comparable conflict of interest ordinance of West Jordan; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee or former officer or employee of the other party to breach any of the ethical standards set forth in SLC's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code, or in any comparable conflict of interest ordinance of West Jordan.
- E. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** Both parties are subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by either party pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the party seeking non-disclosure. Any materials for which either party claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the party explaining its claim of exemption from disclosure. Either party will make reasonable efforts to notify the other party of any requests made for disclosure of documents submitted under a claim of confidentiality. Either party may, at its sole expense, take any appropriate actions to prevent disclosure of such material. Both parties specifically waive any claims against the other related to disclosure of any materials required by GRAMA.
- F. **FAA SUBORDINATION CLAUSE.** This MOA shall be subordinate to the provisions of any existing or future agreements between SLC and the United States Government relating to the operation or maintenance of the Airports, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airports to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil airports receiving federal funds and provided that SLC agrees to give West Jordan written notice of such agreements of any provisions which will modify the terms of this MOA.
- G. **LIMITED SCOPE.** Nothing contained in this MOA shall in any respect modify the power and discretion of SLC to manage the operations of South Valley Regional Airport.

- H. **WHOLE AGREEMENT AND MODIFICATIONS**. This MOA constitutes the whole agreement of the parties and replaces all prior agreements and understandings, written or oral, between the parties. This MOA may be modified only by a written amendment hereto signed by both parties.
- I. **SEVERABILITY**. If any provisions of this MOA are held invalid, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA the day and year first above written.

SALT LAKE CITY CORPORATION

JOHN BUCKNER
DIRECTOR OF ADMINISTRATION AND
COMMERCIAL SERVICES
SALT LAKE CITY DEPARTMENT OF AIRPORTS

ATTEST & COUNTERSIGN:

City Recorder

APPROVED AS TO FORM:

Salt Lake City Attorney's Office

Date: _____

CITY OF WEST JORDAN

By _____

Its

ATTEST & COUNTERSIGN:

City Clerk

APPROVED AS TO FORM:



City of West Jordan Attorney's Office

Date: 12-10-15

Area #3
6200 South

Area #1
Center Park Drive



Area #2
Jordan Landing Boulevard



Exhibit A
Memorandum of Agreement

— SVR Airport Boundary



N
1" = 250'

EXHIBIT B-1

Memorandum of Agreement
A.2.b.i

SLC
West Jordan

1" = 250'

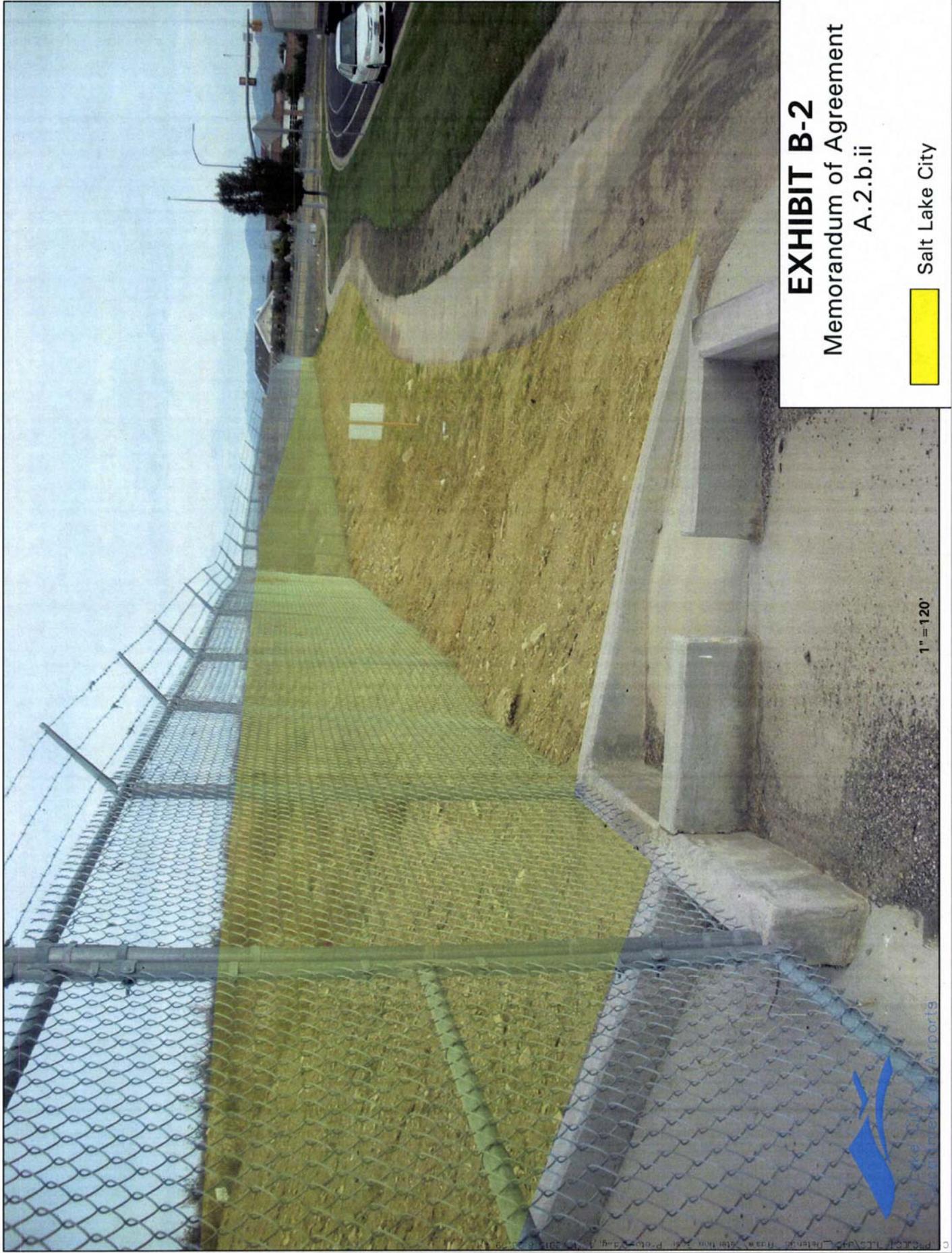


EXHIBIT B-2
Memorandum of Agreement
A.2.b.ii

Salt Lake City

1" = 120'



EXHIBIT B-3
Memorandum of Agreement
A.2.b.iii

SLC
West Jordan

