

RESOLUTION NO. 2019-14

A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SUNSET CITY

WHEREAS, the City is installing a new parking lot at 85 West 1800 North; and

WHEREAS, UDOT and Sunset City desire to enter into this cooperative agreement for said improvements; and

WHEREAS, UDOT has agreed to participate in the cost of the new parking lot and will reimburse the City according to the terms in this agreement;

NOW, THEREFORE be it resolved by the Sunset City Council that the attached Agreement be approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

Approved and adopted by the Sunset City Council this 1st day of July, 2019.

D. Howard Madsen, Mayor

Attest:

Susan R. Hale, Recorder

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **UDOT**, and **Sunset City Corporation**, hereinafter referred to as the **CITY**.

Recitals:

WHEREAS, The **CITY** is installing a new Parking Lot at 85 West 1800 North in Sunset City, Utah; and

WHEREAS, **UDOT** and the **CITY** desire to enter into this **COOPERATIVE AGREEMENT** for said improvements; and

WHEREAS, the **UDOT** has agreed to participate in the cost of the new Parking Lot and will reimburse the **CITY**, according to the terms herein, and

THIS COOPERATIVE AGREEMENT, is made to set out the terms and conditions where under said payment shall be made

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The **UDOT** will participate in the cost of the Parking Lot installation as follows:

Lump \$13,000.00

2. Upon execution of this **COOPERATIVE AGREEMENT**, the **UDOT** will reimburse the **CITY** a lump sum amount of Thirteen Thousand Dollars (\$13,000.00), said amount being the **UDOT's** total contribution to the project.

TOTAL TO CITY IS \$13,000.00

3. The **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
4. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

5. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
6. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
7. 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.
8. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular 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 or 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.
9. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:

SUNSET CITY, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

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RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____