

RESOLUTION NO. R2020-_____

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
AND SALT LAKE COUNTY REGARDING INSTALLATION OF NEW
TRAFFIC SIGNALS AT 2700 S MAIN STREET

WHEREAS, the City of South Salt Lake desires to improve the traffic signals located at the intersection of 2700 S Main Street by installing new traffic signals;

WHEREAS, Salt Lake County through its Public Works Department, Operations Division, has the resources, equipment, and expertise to complete the installation of the traffic signals at that location;

WHEREAS, the City and Salt Lake County are both public agencies and defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq.;

WHEREAS, the City and Salt Lake County agree that it is in the best interests of both agencies to enter into an interlocal cooperation agreement to govern the installation of the traffic signals;

WHEREAS, the attached interlocal cooperation agreement (the "Agreement") between the City and Salt Lake County provides for acquisition or construction of a facility or an improvement to real property;

WHEREAS, the Interlocal Cooperation Act requires the officer vested with the executive power of the City to sign all interlocal cooperation agreements; and

WHEREAS, the Interlocal Cooperation Act requires approval of an interlocal cooperation agreement by the legislative body if the agreement provides for acquisition or construction of a facility or an improvement to real property;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of South Salt Lake, that pursuant to the Interlocal Cooperation Act it approves the interlocal cooperation agreement in the attached "Exhibit A," which governs installation of new traffic signals at 2700 S Main St by Salt Lake County on behalf of the City of South Salt Lake and authorizes the Mayor to sign on behalf of the City.

The effective date of the Agreement shall be the date as indicated in the Agreement.

(signatures appear on separate page)

DATED this ____ day of _____ 2020.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

City Council Vote as Recorded:

Bynum: _____
deWolfe: _____
Huff: _____
Mila: _____
Pinkney: _____
Siwik: _____
Thomas: _____

ATTEST:

Craig D. Burton, City Recorder

Exhibit A

County Contract No. _____
District Attorney No. _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF SOUTH SALT LAKE AND
SALT LAKE COUNTY
FOR
REBUILD OF TRAFFIC SIGNAL
*2700 South Main Street***

THIS AGREEMENT (“Agreement”) made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY (“County”), a body corporate and politic of the state of Utah, and CITY OF SOUTH SALT LAKE (“City”), a municipal corporation created under the laws of the State of Utah. The County and the City may be jointly referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the City desires to contract with the County for the rebuild and maintenance of a traffic signal at 2700 South Main Street (“Site”) in Salt Lake County; and

WHEREAS, the County is willing to enter into such an agreement, and to rebuild the traffic signal at the Site.

AGREEMENT:

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

1. PURPOSE. The County, through its Public Works Department, Operations Division, shall be responsible for all matters pertaining to the rebuild of and improvements to the traffic signal located at the Site and will provide the necessary labor, equipment and materials for said installation, as set out in the Scope of Work, attached hereto as EXHIBIT A and incorporated by reference. Work shall be performed by County to existing County standards for traffic signals on County's public roads. This Agreement governs the County's above rebuild as set out in the Scope of Work.

2. DURATION. The term of this Agreement shall begin upon execution and shall expire on December 31, 2020.

3. OWNERSHIP. Upon completion of the rebuild, the traffic signal shall be owned by the City, and maintained by the County.

4. FINANCING AND PAYMENT. The City shall pay to County the costs per services rendered as set forth in EXHIBIT A. The estimated cost of completion is One Hundred Seventy-Six Thousand Six Hundred Dollars (\$176,600.00). Upon completion of the services each month, the County shall send to City an invoice for the services which the City agree to pay within thirty (30) days.

Upon completion, the traffic signal shall be automatically added to Appendix A of the existing Traffic Signal Maintenance Agreement between the Parties (County Contract No. CA000000000270), as provided in Paragraph 8 of the Traffic Signal Maintenance Agreement. The City shall pay the County the cost of maintaining the traffic signal in accordance with the Traffic Signal Maintenance Agreement and its subsequent amendments. All County maintenance and inspection of the traffic signal shall be governed by the Traffic Signal Maintenance Agreement.

5. LIABILITY. The City and the County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. 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, officers 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.

6. INDEMNIFICATION. The City agrees to indemnify and hold the County, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of City, its officers, agents, and employees.

7. REQUIRED INSURANCE POLICIES. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

8. TERMINATION. This agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. Payment shall be made for all work performed prior to termination.

9. NOTICES. 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 three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: Salt Lake County Public Works Operation
Division Director

604 West 6960 South
Midvale, Utah 84047

If to the City: City of South Salt Lake
Attn: Ed Ruefner
220 East Morris Ave.
South Salt Lake, Utah 84115

9. AGENCY. No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The County acts as an independent contractor, and is not an employee or agent of the City.

10. FORCE MAJEURE. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

11. NO OBLIGATIONS TO THIRD PARTIES. The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

12. GOVERNING LAW. The laws of the State of Utah govern all matters arising out of this Agreement.

13. COUNTERPARTS. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

14. COUNTY ETHICAL STANDARDS. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

15. NO OFFICER OR EMPLOYEE INTEREST. It is understood and agreed that no officer or employee of County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of City or any member of their families shall serve on a County Board or Committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises City's operations, or authorizes funding or payment to City.

16. INTERLOCAL COOPERATION ACT. 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) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

17. ENTIRE AGREEMENT AND AMENDMENT. This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the _____ day of _____, 2020.

SALT LAKE COUNTY

CITY OF SOUTH SALT LAKE

By: _____
Mayor or Designee

By: _____

Name: _____

Title: _____

Departmental Approval:

By: _____
Scott Baird,
Public Works Director

ATTEST:

Date: _____

South Salt Lake City Recorder

Division Approval:

By: _____
Kevyn Smeltzer,
Division Director

Date: _____

Approved as to Form:

Approved as to Form:

By: Ryan Lambert
Ryan W. Lambert,
Deputy District Attorney

Digitally signed by Ryan Lambert
DN: dc=org, dc=slicounty, ou=Departments,
ou=District Attorney, ou=Users, ou=MAN,
cn=Ryan Lambert, email=RLambert@slco.org
Date: 2020.05.12 12:30:55 -0600

By: _____
South Salt Lake City Attorney

Date: May 12, 2020

Date: _____

EXHIBIT "A"

SCOPE OF WORK

REBUILD OF TRAFFIC SIGNAL at 2700 South Main Street to include:

- Install traffic signal upright foundations
- Install steel mast arms and street light extensions
- Pull and connect wire
- Install Power service pedestal
- Install radar detection
- Install Concrete Junction boxes
- Traffic Signal heads
- Powder coated poles
- Remove existing span wire.

Location – 2700 South Main Street

Estimated Cost: \$176,600.00

Upon installation of and improvements to the signal, the signal shall be owned by the City and maintained by the County. The traffic signal will be added to the current Traffic Signal Maintenance Agreement between the parties.

Determination of signal phasing and timing shall be the responsibility of the City. Prior to the County activating the signal, the City shall approve in writing the phasing and timing of the signal. Any changes related to signal phasing, timing, or other modification of the signal shall be initiated and approved in the writing by the City's traffic engineer or other authorized engineering representative prior to the County implementing the change.