

RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A COOPERATIVE AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE COUNTY FOR TRAIL GUIDE SIGNS FOR THE PORTER ROCKWELL BRIDGE PROJECT AFFECTING A PORTION OF THE JORDAN RIVER TRAIL IN BLUFFDALE, UTAH

RECITALS

A. Salt Lake County (“the County”) has constructed and maintains portions of the Jordan River Trail (the “Trail”) in Bluffdale, Utah.

B. The Trail is located on several easements over property presently owned by Pacificorp (also known as Rocky Mountain Power (“RMP”)), Bluffdale City (the “Bluffdale”), the Jordan Valley Water Conservancy District (the “District”), and Utah Department of Transportation (“UDOT”).

C. UDOT has a construction project known as Porter Rockwell Boulevard in this area (the “Project”) and, as part of the Project, has recently acquired some property from the District where the Trail is located (the “District Property”).

D. UDOT has agreed to pay the County to design, build, and install 10 new signs to direct trail users to the new trail alignment construction by UDOT as part of the Project

E. UDOT has prepared a Cooperative Agreement (the “Agreement”) to provide the funding for the County for the signage.

F. It has been determined that the best interests of the County and the general public will be served by executing the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Agreement is hereby approved, and the Mayor is authorized and directed to execute the Agreement, attached hereto as Exhibit 1.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Max Burdick, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Bradley voting \_\_\_\_\_  
Council Member Bradshaw voting \_\_\_\_\_  
Council Member Burdick voting \_\_\_\_\_  
Council Member DeBry voting \_\_\_\_\_  
Council Member Ghorbani voting \_\_\_\_\_  
Council Member Granato voting \_\_\_\_\_  
Council Member Jensen voting \_\_\_\_\_  
Council Member Newton voting \_\_\_\_\_  
Council Member Snelgrove voting \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David Johnson  
Deputy District Attorney

EXHIBIT 1

(Cooperative Agreement)



<b>Cooperative Agreement Local Agency Performing Work for UDOT</b>	Project Description: Porter Rockwell (Bridge) Local Agency: Salt Lake County	Estimated Value of Scope of Work  \$2,500.00
	PIN: 15670 FINET/CID: 72717	Project Number: S-R299 (261) Project Name: Porter Rockwell (Bridge)

**THIS AGREEMENT**, made and entered into on the date shown below, by and between the **Utah Department of Transportation**, (“UDOT”), and **Salt Lake County** body corporate and politic of the State of Utah, (“**Local Agency**”).

UDOT requested that the Work described below be performed by the **Local Agency’s** engineering and construction forces at its standard schedule of wages and working hours, or through its qualified contractors with whom it has continuing contracts, and in accordance with 23 C.F.R. §645, subpart A. Unless the parties agree to a lump sum, upon signing this Agreement, UDOT agrees that the costs shown are estimates and that it will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed. If a lump sum payment is specified, UDOT will not pay for any additional costs beyond the lump sum payment amount.

Detailed Description of Betterment Work: The Local Agency will design, build and install ten (10) guide signs on the Jordan River Trail to direct trail users to the new trail alignment constructed by UDOT as part of the Project.

Costs to Include:

List or Description of Items

Item No.	Item Description	Quantity	Unit Price	Cost
1	Trail Guide Signs	10	\$250.00	\$2,500.00
Estimated Total Cost				\$2,500.00
<b>LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT</b>			<b>\$2,500.00</b>	

Project Completion Date: Billing must be submitted within 3 months of work completion date.



If the actual costs exceed the agreed maximum total cost, Local Agency will immediately notify UDOT and UDOT can determine whether to reduce the scope of Work or continue with the Work at the increased cost. Once final UDOT signoff has occurred, the Local Agency will submit the receipts of payments for the Work to the UDOT Region office. UDOT will process the payment of the committed amount or the direct costs of approved activities, whichever is less, within 45 days and send a check to the Local Agency.

**Total Estimated Reimbursement to the Local Agency is total estimate from above.**



## Provisions

UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

### I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

### II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

### III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

### IV. Payment and Reimbursement to Local Agency:

UDOT shall be responsible for all actual costs associated with the Work described in this Agreement up to the maximum total cost or lump sum. The Local Agency must submit the billing within 3 months of the Work completion date.

### V. Change in Scope and Schedule:

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

### VI. Environmental Compliance

The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

### VII. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.



This Agreement may be executed in counterparts by the parties.

Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

**VIII. Content Review:**

Salt Lake County			Utah Department of Transportation		
By		Date	By		Date
Mayor or Designee			Project Manager		
By		Date	By		Date
Division Review			Region Director		
By		Date	By		Date
Approved as to form			Comptroller's Office		