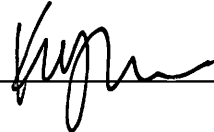


**Mayor's Office : Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

<b>Date Received</b> (office use)	
--------------------------------------	--

<b>Date of Request</b>	4/10/2018
<b>Requesting Staff Member</b>	Alison Weyher
<b>Requested Council Date</b>	Next available
<b>Topic/Discussion Title</b>	A Resolution of the Salt Lake County Council Approving Execution of an Interlocal Cooperation Agreement with West Jordan City for the Upgrade of Traffic Signals
<b>Description</b>	West Jordan City wishes to contract with Salt Lake County for the upgrade of traffic signals at 9600 South 5200 West, 9350 South 4800 West and 7800 South 5200 West. Salt Lake county will be responsible for installing the signals and West Jordan City will reimburse the County for the cost of installation. It is estimated that the total cost will be roughly \$30,500.
<b>Requested Action<sup>1</sup></b>	Approval of Resolution
<b>Presenter(s)</b>	Kevyn Smeltzer, director Public Works Operations
<b>Time Needed<sup>2</sup></b>	5 minutes
<b>Time Sensitive<sup>3</sup></b>	No
<b>Specific Time(s)<sup>4</sup></b>	N/A
<b>Contact Name &amp; Phone</b>	Kevyn Smeltzer, director Public Works Operations
<b>Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for</b>	

<sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.

consideration at that COW meeting.	
------------------------------------	--

**Mayor or Designee approval:**

\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_, 2018

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH  
WEST JORDAN FOR THE UPGRADE OF TRAFFIC SIGNALS.**

**W I T N E S S E T H**

WHEREAS, the Parties are local governmental units and “public agencies” that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the “Interlocal Act”), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, the City desires to contract with the County for the upgrade of traffic signals located at 9600 South 5200 West, 9350 South 4800 West, and 7800 South 5200 West; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

**R E S O L U T I O N**

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

SALT LAKE COUNTY COUNCIL:

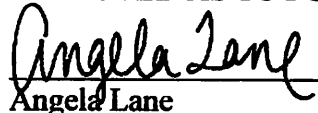
By: \_\_\_\_\_  
Aimee Winder-Newton, Chair

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:



Angela Lane

Deputy District Attorney

Date: 4/10/18

Council Member Bradley voting

\_\_\_\_\_

Council Member Bradshaw voting

\_\_\_\_\_

Council Member Burdick voting

\_\_\_\_\_

Council Member DeBry voting

\_\_\_\_\_

Council Member Granato voting

\_\_\_\_\_

Council Member Jensen voting

\_\_\_\_\_

Council Member Newton voting

\_\_\_\_\_

Council Member Snelgrove voting

\_\_\_\_\_

Council Member Wilson voting

\_\_\_\_\_

**EXHIBIT 1**  
**INTERLOCAL AGREEMENT**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
WEST JORDAN CITY AND  
SALT LAKE COUNTY  
FOR  
UPGRADE OF SIGNALS  
9600 S 5200 W; 9350 S 4800 W; 7800 S 5200 W**

---

THIS AGREEMENT ("Agreement") made pursuant to the Utah Interlocal Cooperation Act, by and between West Jordan City, a municipal corporation created under the laws of the State of Utah (the "City") and Salt Lake County ("County"), a body corporate and politic 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 upgrade of Signals at 9600 South 5200 West, 9350 South 4800 West, and 7800 South 5200 West (the "Sites") in Salt Lake County; and

WHEREAS, the County is willing to enter into such Agreement, and to upgrade the signals at the Sites.

**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 upgrade of the Signals located at the Sites, and will provide the necessary labor, equipment and materials for said installation, as set out in Scope of Work, attached hereto as EXHIBIT A and incorporated herein 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-installation as set out in the Scope of Work.

2. **DURATION.** The term of this Agreement shall begin upon November 1, 2017 and be expire on December 31, 2018.

3. **OWNERSHIP.** Upon completion of the Work, the Signals shall be owned by the City. The Signals will be maintained by the County.

4. **FINANCING AND PAYMENT.** The City shall pay to the County the actual cost per services rendered, as set forth in EXHIBIT A. The estimated cost for completion is Thirty Thousand Five Hundred Dollars (\$30,500.00). Upon completion of the services, the County shall send City an invoice for the services which the City agrees to pay within thirty (30) days.

Upon upgrade, the Signals shall remain a part of the existing Traffic Signal Maintenance Agreement between the County and City (County Contract No. CA0000000000256), as provided in Paragraph 8 of the Traffic Signal Maintenance Agreement. The City shall pay to the County the cost of maintaining the Signals in accordance with the Traffic Signal Maintenance Agreement and its subsequent amendments. All County maintenance and inspection of the Signals 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.

County agrees to indemnify and hold City, 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 relate to or arise from the County providing Services to City, except where such action, claim, lawsuit, proceeding, liability, damage, loss, and expense may result from negligence or misconduct of the City, its elected or appointed officers or employees.

7. REQUIRED INSURANCE POLICIES. All 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 City: West Jordan City  
Attn: Public Works Director  
8000 S Redwood Road  
West Jordan, Utah 84088

10. 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.

11. FORCE MAJEURE. No 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 parties.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

***[Signature Pages to Follow]***

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused  
this agreement to be duly executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017

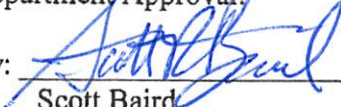
INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

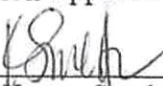
By: \_\_\_\_\_  
Mayor or Designee

Date: \_\_\_\_\_

Department Approval:


By:   
Scott Baird,  
Public Works Director

Division Approval:

By:   
Kevyn Smeltzer,  
Division Director

Date: 4/9/18

Approved as to Form:

By:   
Angela D. Lane,  
Deputy District Attorney

Date: 10/26/17

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY



WEST JORDAN CITY

By: [Signature]  
Mayor or designee Jim Ridding

Date: 3.29.18

ATTEST:

By: [Signature]  
City Recorder

Date: 3/28/18

Approved as to Form and Legality:

By: [Signature]  
Deputy City Attorney

Date: 4/3/18

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **Upgrade of Signals:**

##### **1- 9600 South 5200 West**

- a. Install Radar detection for North bound and West Bound detection
- b. Install flashing yellow four section heads on West Bound arm.
- c. Pull wire for flashing yellow four section head.

**Estimated Cost**  
**\$13,500.00**

##### **2- 9350 South 4800 West**

- a. Install Street light extensions and fixtures on north west and north east traffic signal uprights
- b. Pull wire for street lights.

**Estimated Cost**  
**\$8,500.00**

##### **3- 7800 South 5200 West**

- a. Install Street light extensions and fixtures on north west and north east traffic signal uprights
- b. Pull wire for street lights.

**Estimated Cost**  
**\$8,500.00**

#### **GRAND TOTAL**

**\$30,500.00**

Upon upgrade the Signals shall be owned by the City. The Signals will be maintained by the County. The upgraded Signals will be added to the current Traffic Signal Maintenance Agreement between the County and City.

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

RESOLUTION NO. 10-62

"NAY"