



Project No. S-0154 (84)14; Salt Lake County
Project Name: Bangerter 3 Interchanges
Salt Lake County
CID No. 72707 PIN 14415

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between the **Utah Department of Transportation** ("UDOT"), an agency of the State of Utah, and Salt Lake County ("County"), a political subdivision of the State of Utah.

RECITALS

WHEREAS, UDOT, as part of its project S-0154(84)14; Bangerter 3 interchanges (Project) is preparing plans to construct a grade separated interchange on Bangerter highway and 12600 south,

WHEREAS, the County, in conjunction with Riverton City ("City"), will only financially support the City's desires for the modification of UDOT's plans to construct the overpass at 12600 south at an alternate lower elevation than planned, which is considered a Project Betterment. See Exhibit A for additional information between UDOT and the City.

AGREEMENT

Now therefore, the parties agree as follows:

1. The County agrees to contribute \$1,000,000 towards the Project Betterment in a single lump sum payment to UDOT.
2. The County shall deposit funds with UDOT prior to the awarding of the Project to a Design Builder on February 3, 2020.
3. The Local Agency shall deposit the stated amount with UDOT's Comptroller's Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.
4. 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 from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its 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 of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the 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.
5. This Agreement may be terminated as follows:



- a. By mutual agreement of the parties, in writing.
 - b. By either UDOT or the County for failure of the 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.
 - c. By UDOT for the convenience of the State upon written notice to the County.
 - d. Upon satisfactory completion of the provisions of this Agreement.
6. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.
 7. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.
 8. The failure of either party to insist upon strict compliance of any of the terms and conditions of 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.
 9. This Agreement may be executed in counter parts by the parties.
 10. Each party represents that it has the authority to enter into this Agreement.



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

Attest

Salt Lake County

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

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Recommended for Approval

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: _____
Contract Administrator

Date: _____



MEMORANDUM OF UNDERSTANDING

Date: August 12, 2019

To: Trace Robinson, Riverton City – Public Works Director/City Engineer

From: Marwan Farah, UDOT - Bangerter Highway Project Director

Subject: Project No.: S-0154(84)14 – Bangerter Three Interchanges
Location: 12600 South and Bangerter Highway Interchange

UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project Number S-0154(84)14, this Project includes the construction of a grade separated interchange with Bangerter Highway going over 12600 South, in Riverton City (CITY), as shown in the State Environmental Study (SES). The CITY is requesting that UDOT modify its current SES plan and construct the grade separated interchange with lowering Bangerter Highway and 12600 South, as presented at Riverton City meeting on August 6, 2019. As UDOT continues to move forward with the design plans for this Project, the CITY agrees as follows:

- CITY will pay a share of the differential cost increase associated with lowering Bangerter Highway and 12600 South. The differential cost for this change to be paid by CITY is an amount not to exceed One Million Dollars (\$ 1,000,000.00). UDOT anticipates that the total differential cost associated with lowering Bangerter Highway and 12600 South will be Two Million Dollars (\$2,000,000.00). UDOT understands and agrees that it shall obtain additional funding directly from Salt Lake County in the amount of One Million Dollars (\$1,000,000.00) to pay the total differential cost.
- CITY agrees to allow UDOT to close 12600 South access for traffic crossing Bangerter Highway, for the construction of the new interchange. Anticipated closure duration will be up-to six months of the construction (only right-lane movements on- and off Bangerter Highway might be allowed).

UTAH DEPARTMENT OF TRANSPORTATION

By Marwan Farah
Marwan Farah

Title Bangerter Hwy Project Director
Bangerter Highway Project Director

Date: Dec. 16, 2019

RIVERTON CITY

By [Signature]

Title Mayor
Mayor, Riverton City

Date: 12-3-19



Attest:

[Signature]
Riverton City Recorder

EXHIBIT A

**RIVERTON CITY, UTAH
RESOLUTION NO. 19-83**

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE MEMO OF UNDERSTANDING (MOU) WITH UDOT INDICATING THAT THE CITY OF RIVERTON WILL COMMIT TO PROVIDE \$1,000,000 FOR THE CONSTRUCTION OF THE BANGERTER/12600 S INTERCHANGE PROJECT

WHEREAS, the City of Riverton has been working with UDOT regarding the proposed Bangerter Interchange at 12600 S, and

WHEREAS, during the process, several modifications were made to the interchange to accommodate the desires of the City, which resulted in a configuration that included the City's requests; and

WHEREAS, the concept to construct the hybrid interchange approved by the City Council requires a commitment from the City to provide a Betterment of \$2,000,000; and

WHEREAS, State officials have worked together to obtain assistance from Salt Lake County for the first \$1,000,000 of the Betterment. An Interlocal Agreement (ILA) for \$1,000,000 is scheduled to be on the County Council Agenda for approval on December 3, 2019; and

WHEREAS, the execution of the Memorandum of Understanding is time sensitive and will be required before a design build contract can be awarded for mid-January 2020 for the Bangerter 3 Project.

WHEREAS, the Riverton City Council finds and determines that adoption of the resolution required by the Utah Department of Transportation will further protect the health, safety, and welfare of the community.

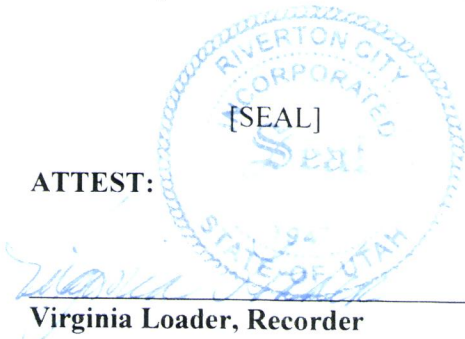
NOW THEREFORE, BE IT RESOLVED by the City Council of Riverton City, Utah, as follows:

1. The Riverton City Council Authorizes the Mayor to sign the Memo of Understanding (MOU) with UDOT indicating that the City of Riverton will commit to provide \$1,000,000 for the Construction of the Bangerter/12600 S Interchange Project.
2. This resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, and this 3rd day of December 2019 by the following vote:

	YES	NO
City Council Member Tish Buroker	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City Council Member Brent Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City Council Member Tawnee McCay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City Council Member Sheldon Stewart	<input checked="" type="checkbox"/>	<input type="checkbox"/>
City Council Member Tricia Tingey	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST:



Virginia Loader, Recorder

RIVERTON CITY


Trent Staggs, Mayor