

COTTONWOOD HEIGHTS

RESOLUTION NO. 2016-35

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PUBLIC WORKS-RELATED MATERIALS AND SERVICES

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq., provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights ("City") met in regular session on 10 May 2016 to consider, among other things, approving City's entry into an interlocal agreement (the "Agreement") with Salt Lake County ("County") whereunder County would provide to City certain public works-related materials and services; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

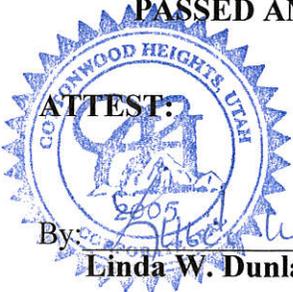
WHEREAS, City's city attorney has approved the form of the Agreement as required by Utah Code Ann. §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City's residents to approve City's entry into the Agreement as proposed in order to make efficient use of City's resources;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with County is hereby approved, and that City's mayor and recorder are authorized and directed to execute and deliver the Agreement on City's behalf.

This Resolution, assigned no. 2016-35, shall take effect immediately upon passage.

PASSED AND APPROVED this 10th day of May 2016.



ATTEST:

By: Linda W. Dunlavy  
Linda W. Dunlavy, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By: Kelvyn H. Cullimore, Jr.  
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 10th day of May 2016.

RECORDED this 10 day of May 2016.

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SALT LAKE COUNTY  
AND  
COTTONWOOD HEIGHTS CITY  
FOR  
PUBLIC WORKS SERVICE  
2016 ROAD MAINTENANCE**

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THIS AGREEMENT (“*Agreement*”) is dated this \_\_\_\_ day of May, 2016, made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY (“COUNTY”), on behalf of its Public Works Operations Division, a body corporate and politic of the state of Utah, and the city of COTTONWOOD HEIGHTS (“CITY”), a municipal corporation created under the laws of the State of Utah. Both the County and the City may be referred to jointly 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 obtain services to provide for chip seal and mill and paving improvements to selected roads in 2016; and

WHEREAS, the COUNTY is willing to provide the CITY with such services for these selected roads; and

WHEREAS, the Parties desire to enter into an agreement whereby their respective responsibilities concerning these services are specified.

#### 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, will provide to CITY the services described in Exhibit A and Exhibit B, which are both attached hereto and incorporated into this Agreement. Said services shall be performed to the same standards and in the same manner as those performed within unincorporated Salt Lake County.

2. DURATION.

The term of this Agreement shall begin upon execution and end on September 30, 2016. This agreement may be extended by a writing signed by both Parties.

The COUNTY will coordinate with CITY'S project manager the schedule of work to be performed during this time frame. All weather related delays to this schedule will be coordinated between the COUNTY and CITY. After the schedule is determined, the CITY shall be responsible for providing appropriate notice to CITY residents.

3. FINANCING AND PAYMENT.

The CITY shall pay to the COUNTY those amounts per services rendered which are contained in Exhibit A and Exhibit B. The estimated contract price will be Two Hundred Nineteen Thousand Three Hundred Three Dollars (\$219,303.00). Upon completion of the services each month, the COUNTY shall send CITY an invoice for the services which the CITY agrees to pay within thirty (30) days.

4. 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.

5. 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.

The COUNTY agrees to indemnify and hold the 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 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 COUNTY, its officers, agents, and employees.

6. 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.

7. TERMINATION. Each party shall have the right to terminate this Agreement for failure of the other party to fulfill its contractual obligations upon at least 15 days' prior written notice and opportunity to cure to the defaulting party. Each party also shall have the

right to terminate this Agreement without cause upon at least 30 days' prior written notice to the other party. In the event this Agreement is terminated prior to full performance, payment shall be made for all work performed prior to termination.

8. 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 COUNTY: Salt Lake County Public Works Operation  
Division Director  
604 West 6960 South  
Midvale, Utah 84047

With a copy to: Salt Lake County District Attorney  
2001 South State, S3-600  
Salt Lake City, Utah 84190

If to CITY: Public Works Director  
Cottonwood Heights City  
1265 E. Fort Union Blvd. Ste. 250  
Cottonwood Heights, Utah 84047

With a copy to: Wm. Shane Topham  
Callister Nebeker & McCullough  
Zions Bank Building, Suite 900  
10 East South Temple  
Salt Lake City, Utah 84133

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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed as of the date first mentioned above.

SALT LAKE COUNTY

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

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

SALT LAKE COUNTY  
ADMINISTRATIVE APPROVAL:

By: \_\_\_\_\_  
Kevyn Smeltzer,  
Division Director

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

SALT LAKE COUNTY  
APPROVAL AS TO FORM:

By: Angela Lane  
Angela Lane,  
Deputy District Attorney

Date: 04/27/2016

COTTONWOOD HEIGHTS, a Utah municipality

By \_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

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

ATTEST

\_\_\_\_\_  
Linda W. Dunlavy, Recorder

COTTONWOOD HEIGHTS  
APPROVAL AS TO FORM:

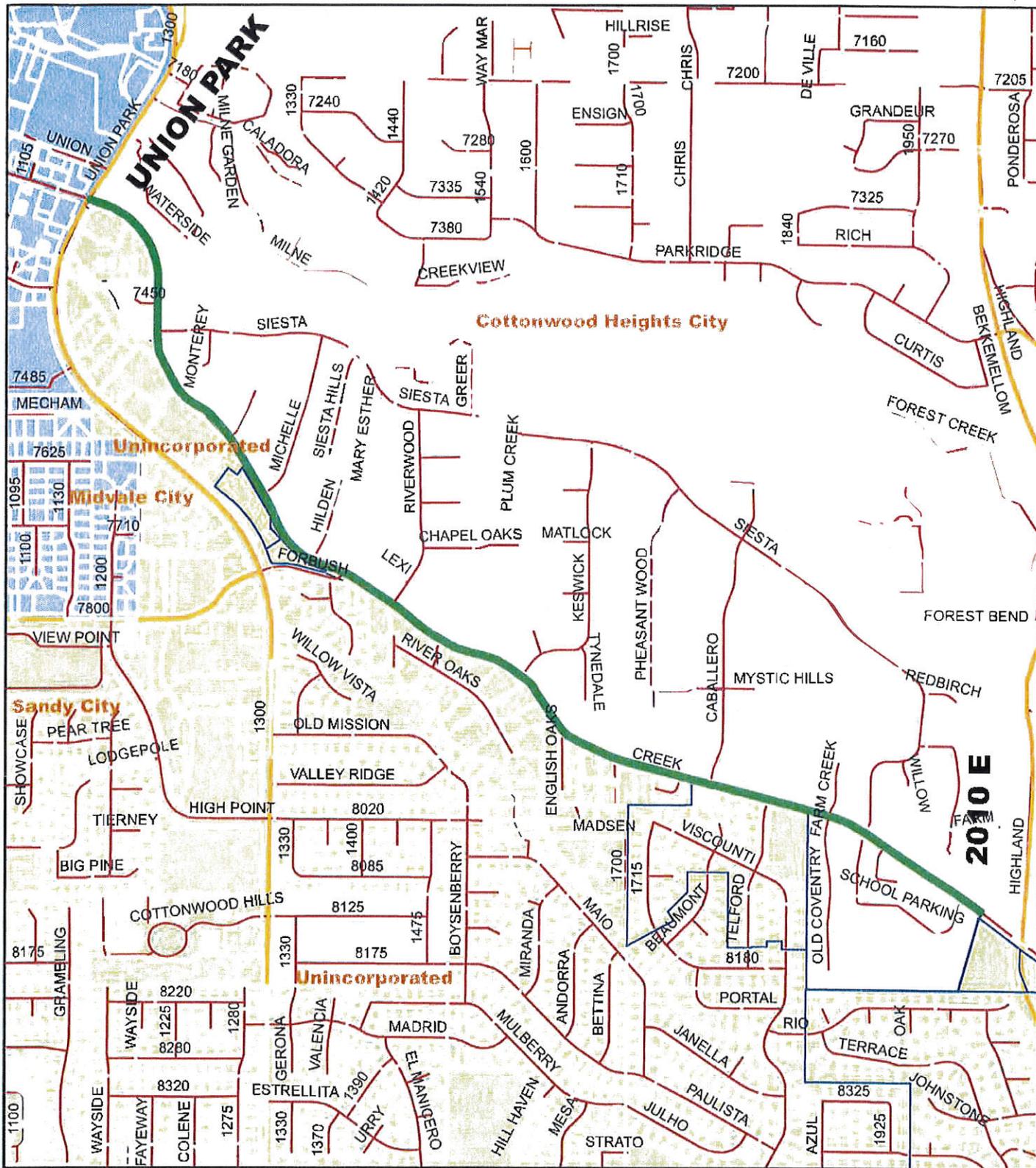
By: \_\_\_\_\_  
Wm. Shane Topham, City Attorney

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

EXHIBIT A  
2016 CHIP SEAL PROGRAM

# 2016 CHIP SEAL

## UNINCORPORATED SANDY ISLANDS / COTTONWOOD HEIGHTS CREEK RD



**Public Works - Operations**  
**Pavement management**

Copyright 2010 Salt Lake County Geographic Information Systems  
Map created by Public Works in partnership with the Salt Lake County Assessor, Auditor, Clerk, Recorder and Registrar.

**2016 CHIP SEAL PROGRAM**

4/21/2016

**Cottonwood Heights**

**Exhibit A**

Project includes:

Chip Seal - Grade C chip over LMCRS-2 Emulsion

Fog Seal - CSS1 2:1

Traffic Control

Sweeping - As needed from the time chips are placed until the fog seal is applied.

Striping - First application within 7 days of the fog seal, second application prior November 1st

Note: Striping changes need to be submitted 30 days prior to project start date. Standard procedure will be to tab existing striping layout.

Work Order	Address	Location	Surface Total sq ft	Tons Chips	LMCRS-2		CSS1 - 2:1		Estimated cost per sq. ft.			Total Estimate
					Gallons Oil	Tons Oil	Gallons Oil	Tons Oil	labor \$0.085	equipment \$0.075	materials \$0.20	
HIQ 16	1801 Creek Rd	Union Park Ave to 2010 E	219,549	354	10,490	44	2,683	11	\$18,662	\$16,466	\$43,910	\$79,038
		2010 E to 2704 E	151,018	243	7,215	30	1,846	8	\$12,837	\$11,326	\$30,204	\$54,366
<b>Cottonwood Heights Total:</b>			<b>370,567</b>	<b>597</b>	<b>17,705</b>	<b>74</b>	<b>4,529</b>	<b>19</b>	<b>\$31,498</b>	<b>\$27,793</b>	<b>\$74,113</b>	<b>\$133,404</b>



**2016 CHIP SEAL**  
 UNINCORPORATED SANDY ISLANDS / COTTONWOOD HEIGHTS

Street		Location	Length (ft)	Width (ft)	Area (sq.ft)
CREEK RD	UNION PARK AVE.	7443 S	789	62	48,918
	7443 S	1834 E	6,646	42	279,132
	1834 E	2010 E	1,322	42	55,524
<b>TOTAL</b>					<b>383,574</b>

**SALT LAKE COUNTY**

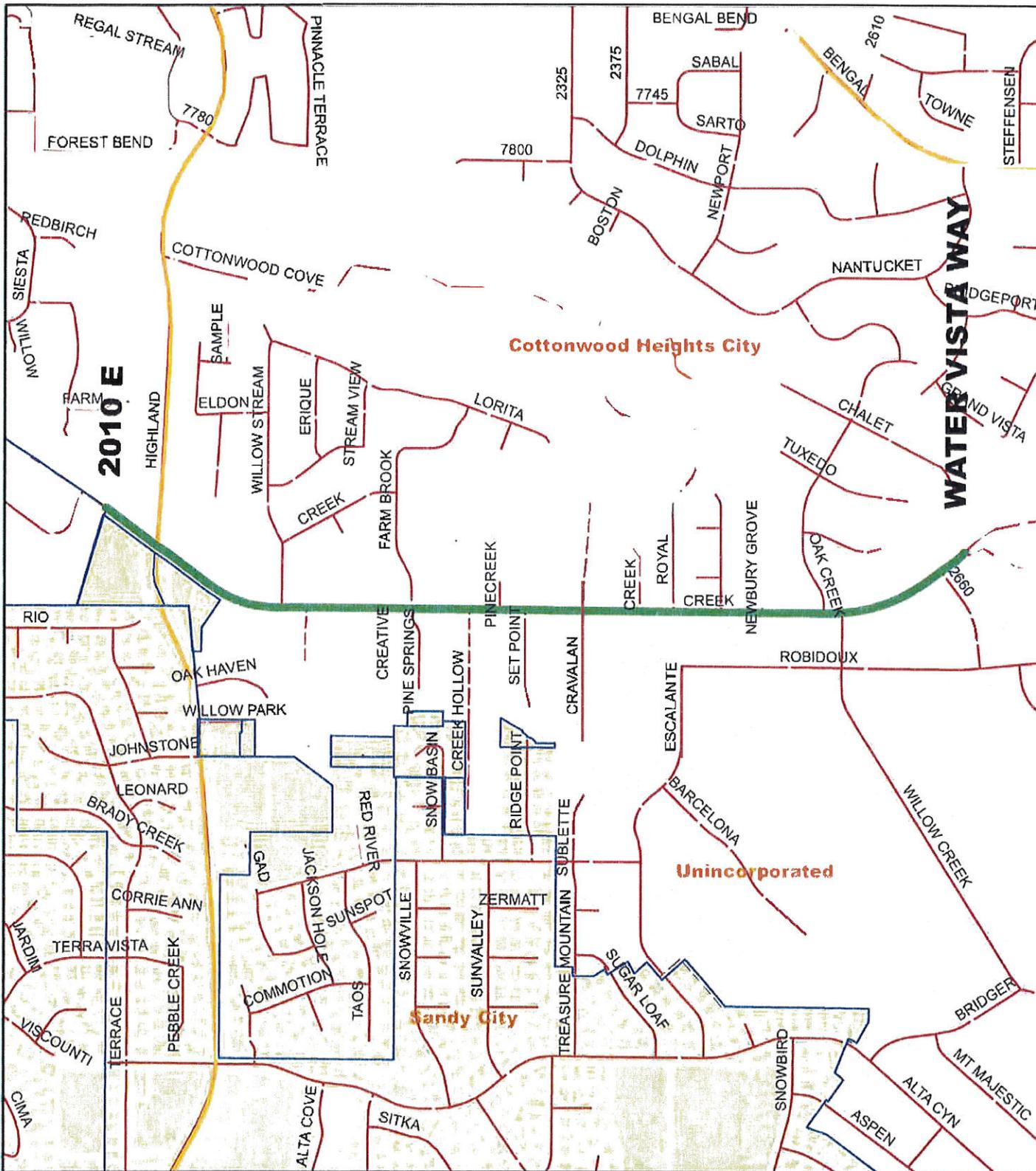
CREEK RD	UNION PARK AVE	7443 S	789	31	24,459
	7443 S	1834 E	6,646	21	139,566
<b>TOTAL</b>					<b>164,025</b>

**COTTONWOOD HEIGHTS**

CREEK RD	UNION PARK AVE	7443 S	789	31	24,459
	7443 S	1834 E	6,646	21	139,566
	1834 E	2010 E	1,322	42	55,524
<b>TOTAL</b>					<b>219,549</b>

# 2016 CHIP SEAL

## UNINCORPORATED SANDY ISLANDS / COTTONWOOD HEIGHTS CREEK RD





**2016 CHIP SEAL**  
UNINCORPORATED SANDY ISLANDS / COTTONWOOD HEIGHTS

Street		Location	Length (ft)	Width (ft)	Area (sq.ft)
CREEK RD	2010 E	HIGHLAND DR	444	60	26,640
	HIGHLAND DR	2704 E	4,949	55	272,195
	2704 E	WATER VISTA WAY	100	32	3,200
<b>TOTAL</b>					<b>302,035</b>
SALT LAKE COUNTY	2010 E	HIGHLAND DR	444	30	13,320
	HIGHLAND DR	2704 E	4,949	27.5	136,098
	2704 E	WATER VISTA WAY	100	16	1,600
<b>TOTAL</b>					<b>151,018</b>
COTTONWOOD HEIGHTS	2010 E	HIGHLAND DR	444	30	13,320
	HIGHLAND DR	2704 E	4,949	27.5	136,098
	2704 E	WATER VISTA WAY	100	16	1,600
<b>TOTAL</b>					<b>151,018</b>

EXHIBIT B

2016 MILL AND PAVING PROGRAM

SL County Public Works Operations Estimate

Date: 4/21/16

Supervisor: Steven Sandoval

Phone: 801-209-8570

**Exhibit B**

Cost Estimate – Cottonwood Heights Mill & Paving Estimate for Creek Rd (see map provided by CH)

Project Includes:

Traffic Control

Sweeping

Milling - full profile as directed

Overlay - 1.5" of 1/2" HMA

Striping - including all crosswalks and legends

Note: Striping changes need to be provided 30 days prior to the project start date.

Description	Quantity	Units	Unit Cost	Totals
Mill and Pave area described (see map)	78,090	Sq Ft	\$1.10	\$85,899
<b>Total Estimate:</b>				<b>\$85,899</b>



OLD COVENTRY CIR

FARM CREEK CIR

PROCTOR FARM CIR

SIESTA DR

WILLOW CIR

HUNTERS MEADOW CIR

FARM CIR

HIGHLAND DR

SPECTRUM CV

MEYER VISTA CV

ELDON WAY

SMILE CV

WILLOW STREAM DR

WILLOW STREAM DR