

MIDVALE CITY, UTAH

RESOLUTION NO. 2022-R-08

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH SANDY CITY FOR THE MILL AND OVERLAY OF UNION PARK AVENUE/1300 EAST PROJECT

WHEREAS, Midvale City has a vested interest in maintaining the road network and has an active pavement management program; and

WHEREAS, the city wishes to participate with neighboring communities in pavement projects on roads shared by both communities; and

WHEREAS, Sandy City is preparing a mill and overlay project for a portion of Union Park Avenue/1300 East, which includes a section that lies within the boundaries of Midvale City; and

WHEREAS, the estimated cost of Midvale City's portion of the work will be funded though the City's current pavement management budget, and Midvale City wishes take advantage of this opportunity to have some pavement work done; and

WHEREAS, Sandy City has prepared an interlocal agreement enabling Midvale City to participate in their project; and

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution authorizing the mayor to sign the interlocal agreement with Sandy City.

APPROVED AND ADOPTED this 15<sup>th</sup> day of March 2022.

*Marcus Stevenson*  
Marcus Stevenson, Mayor

ATTEST:  
*Rori L. Andreason*  
Rori L. Andreason,  
City Recorder



Voting by the City Council	"Aye"	"Nay"
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**INTERLOCAL COOPERATION AGREEMENT**

Between  
**SANDY CITY**  
And  
**MIDVALE CITY**

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**THIS INTERLOCAL COOPERATION AGREEMENT** (this “Agreement”) is made and entered into this 15<sup>th</sup> day of March, 2022, with an effective date as provided in Section 11 of this Agreement, by and between **SANDY CITY**, a municipal corporation of the State of Utah (“Sandy”); and Midvale City, a municipal corporation of the State of Utah (“Midvale”). Sandy City and Midvale City are sometimes referred to collectively as the “Parties” and either may be referred to individually as a “Party”, all as governed by the context in which such words are used.

**WITNESSETH:**

**WHEREAS**, Sandy and Midvale are public agencies as defined in Title 11, Chapter 13, UTAH CODE ANN. (the “Interlocal Act”). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

**WHEREAS**, in consultation with Midvale, Sandy is advertising an asphalt resurfacing project on 1300 E between Creek Road and High Point Parkway (the “Project”), most of which is located in Sandy City, but approximately 16,550 SF of roadway, adjacent to the SW Corner of 1300 E and Creek Road, is located in Midvale City; and

**WHEREAS**, it is just and equitable for Midvale to pay a portion of the cost of the Project as provided in this Agreement; and

**WHEREAS**, Sandy and Midvale desire to enter into an agreement, which sets forth the rights, obligations, and responsibilities of each Party respecting the Project.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and undertakings, the Parties hereby agree as follows:

1. **Sandy City Obligations.**
  - a. Sandy shall perform, directly and/or through an independent contractor, and will pay for the construction and completion of the Project, including but not limited to: design, bidding, management, and construction of the Project.
  - b. Sandy shall consult with Midvale in making project decisions within the jurisdictional area of Midvale City.

- c. Sandy shall select the lowest responsive and responsible bidder. Sandy shall thereafter inform Midvale of Sandy's selection and the selected contractor's itemized bid amounts for the Project.

2. **Midvale City Obligations.**

- a. Midvale grants Sandy all required permission and access for work to be performed in accordance with all laws, ordinances, rules, and procedures applicable to Midvale's road-cut permitting processes.
- b. Midvale agrees to pay the itemized costs based on the submitted bid of the awarded contract.
- c. The Parties agree that Sandy will provide Midvale an invoice for their portion at the time the Project reaches substantial completion and Midvale will pay the required amount within 30 days from receipt of invoice.

3. **Services Performed in a Professional and Reasonable Manner.** Sandy shall perform project management, if there is any, in a professional, reasonable, and responsive manner in compliance with all applicable laws. Subject to the foregoing, the exact nature of how the services were or are to be performed, and any other matters incidental to providing services, shall remain with Sandy. All construction will comply with applicable law.

4. **Termination.**

- a. This Agreement shall begin on the Effective Date and shall terminate in twelve months or when all work related to the Project is fully completed and accepted by the Parties, whichever is later. This Agreement is not renewable.
- b. Termination. Upon written notice to the other Party, either Party may terminate this Agreement without penalty at any time prior to award of the professional services contract.

5. **Liability and Indemnification.** Sandy and Midvale are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101 *et seq.* (the "Act"). 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. **Interlocal Cooperation Act Requirements.** 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;