

EXHIBIT A

MIDVALE CITY

RESOLUTION NO. 2018-R-10

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN SALT LAKE COUNTY, THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND MIDVALE CITY FOR INSTALLATION OF THE TRAFFIC SIGNAL AT BINGHAM JUNCTION BLVD AND TUSCANY VIEW RD.

WHEREAS Salt Lake County (the “**County**”), the Redevelopment Agency of Midvale City (the “**Agency**”), and Midvale City (the “**City**”) are “public agencies” for purposes of the Act (collectively referred to as the “**Parties**”); and

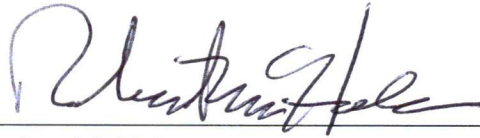
WHEREAS, the Parties are public agencies and therefore are authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the City and the Agency desire to contract with the County for the installation and maintenance of a traffic signal at Bingham Junction Blvd. and Tuscany View Rd (“**Site**”) in Salt Lake County; and

WHEREAS, the County is willing to enter into such an agreement, and to install the traffic signal at the Site.

NOW, THEREFORE, be it resolved by the Midvale City Council that the Interlocal Cooperation agreement between the County, the City, and the Agency be accepted and approved and the Mayor of Midvale City is hereby authorized to execute the Interlocal Cooperation Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE
OF UTAH, this 20th day of FEBRUARY, 2018.



Robert M. Hale
Mayor

ATTEST:



Rori L. Andreason, MMC
City Recorder



Voting by the Council:

Bryant Brown
Paul Glover
Quinn Sperry
Paul Hunt
Dustin Gettel

"Aye"

✓
Absent
✓
✓
✓

"Nay"

EXHIBIT B

Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
REDEVELOPMENT AGENCY OF MIDVALE CITY,
MIDVALE CITY, AND
SALT LAKE COUNTY
FOR
INSTALLATION OF TRAFFIC SIGNAL
Bingham Junction Blvd. & Tuscany View

THIS AGREEMENT ("Agreement") made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY ("County"), a body corporate and politic of the state of Utah, and MIDVALE CITY ("City"), a municipal corporation created under the laws of the State of Utah, and REDEVELOPMENT AGENCY OF MIDVALE CITY ("RDA"), a Utah limited purpose local government entity. The County, the RDA, and the City may be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are public agencies 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 and the RDA desire to contract with the County for the installation and maintenance of a traffic signal at Bingham Junction Blvd. and Tuscany View ("Site") in Salt Lake County; and

WHEREAS, the County is willing to enter into such an agreement, and to install the traffic signal at the Site.

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 installation of and improvements to the traffic signal located at the Site and will provide the necessary labor, equipment and materials for said installation, as set out in the Scope of Work, attached hereto as EXHIBIT A and incorporated 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 execution and shall expire on December 31, 2018.

3. OWNERSHIP. Upon installation, the traffic signal shall be owned by the City, and maintained by the County.

4. FINANCING AND PAYMENT. The RDA shall pay to County the installation costs per services rendered as set forth in EXHIBIT A. The estimated cost of completion is Two Hundred Three Thousand Five Hundred Dollars (\$203,500.00). Upon completion of the services each month, the County shall send the RDA an invoice for the services which the RDA agree to pay within thirty (30) days.

Upon installation, the traffic signal shall be automatically added to Appendix A of the existing Traffic Signal Maintenance Agreement between the County and the City (County Contract No. CA0000000000273), as provided in Paragraph 8 of the Traffic Signal Maintenance Agreement. The City shall pay the County the cost of maintaining the traffic signal in accordance

with the Traffic Signal Maintenance Agreement and its subsequent amendments. All County maintenance and inspection of the traffic signal shall be governed by the Traffic Signal Maintenance Agreement.

5. LIABILITY. The City, the RDA, 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. Each party agrees to indemnify and hold the other parties and their agents, officials, officers, employees, and volunteers harmless 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 the party or its officials, officers, agents, employees, or volunteers.

7. REQUIRED INSURANCE POLICIES. 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 any party upon at least ninety (90) days prior written notice to the other parties. 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 the City: Midvale City
Attn: City Engineer
7505 Holden St.
Midvale, Utah 84047

If to the RDA: RDA of Midvale City
Attn: RDA Director
7505 S. Holden St.
Midvale, Utah 84047

9. AGENCY. No agent, employee or servant of the City, the RDA, or County is or shall be deemed to be an employee, agent, or servant of the other Parties. 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 parties. City, RDA, 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 or the RDA.

10. 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, RDA, 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 RDA and 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 and RDA represent that they have 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 the City or the RDA 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 the City's or RDA's operations, or authorizes funding or payment to the City or the RDA.

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.

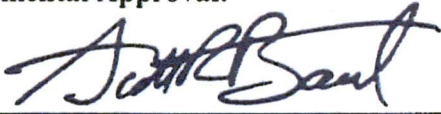
17. ENTIRE AGREEMENT AND AMENDMENT. This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the 20th day of February 2018.

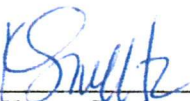
SALT LAKE COUNTY

By: 
Mayor or Designee

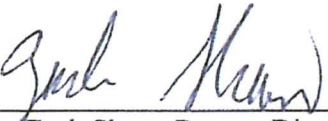
Departmental Approval:

By: 
Scott Baird, Public Works Director
Date: 1-25-18

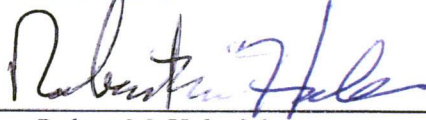
Division Approval:

By: 
Kevyn Smeltzer, Division Director
Date: 1/25/18

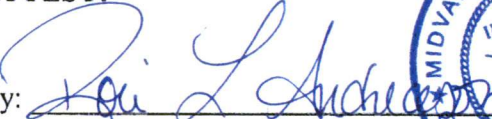
Approved as to Form:

By: 
Zach Shaw, Deputy District Attorney
Date: 1-19-18

MIDVALE CITY


By: 
Robert M. Hale, Mayor

ATTEST:

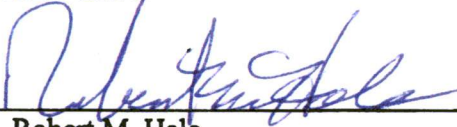
By: 
Rori Andreason, City Recorder



Approved as to Form:

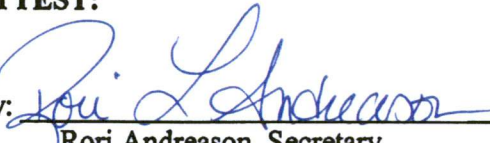
By: 
Lisa Garner, City Attorney
Date: 2/20/18

**REDEVELOPMENT AGENCY OF
MIDVALE CITY**

By: 
Robert M. Hale
Chief Administrative Officer



ATTEST:

By: 
Rori Andreason, Secretary

Approved as to Form:

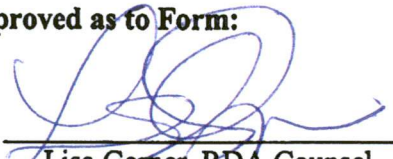
By: 
Lisa Garner, RDA Counsel
Date: 2/26/18

EXHIBIT "A"

SCOPE OF WORK

INSTALLATION OF TRAFFIC SIGNAL at Bingham Junction Blvd. and Tuscany View to include:

- Install signal bases
- Junction boxes
- Pedestrian heads
- Traffic Signal heads
- Controller cabinet
- Powder coated poles
- Install push buttons • Install service

Location — Bingham Junction Blvd. and Tuscany View

Estimated cost: \$203,500.00

Upon installation of and improvements to the signal, the signal shall be owned by the City and maintained by the County. The traffic signal will be added to the current Traffic Signal Maintenance Agreement between the parties.

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