

MILLCREEK, UTAH
RESOLUTION NO. 23-02

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR TRAFFIC
SIGNAL INSTALLATION (UPGRADE MULTIPLE LOCATIONS)**

WHEREAS, the Millcreek Council (“*Council*”) met on January 10, 2023, to consider, among other things, approving an Interlocal Cooperative Agreement for traffic signal installation (upgrade multiple locations); and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, et seq.) (the “Act”) provides that two or more public entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County (“*County*”) and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the County and Millcreek desire to enter into an interlocal cooperative agreement (“*Agreement*”) for traffic signal installation (upgrade multiple locations); and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into the Agreement for traffic signal installation (upgrade multiple locations).

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 23-02, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 10th day of January, 2023.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

County Contract No. _____
District Attorney No. _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
MILLCREEK CITY AND
SALT LAKE COUNTY
FOR
TRAFFIC SIGNAL INSTALLATION
*Traffic Signal Upgrades, Multiple Locations***

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 MILLCREEK CITY (“City”), a municipal corporation created under the laws 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 traffic signals at multiple locations, listed in Exhibit A, located within City’s boundaries; and

WHEREAS, the County is willing to enter into such an agreement to upgrade the traffic signals as requested by City.

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 requested upgrades to the traffic signals and will provide the necessary labor, equipment, and materials for said upgrades, 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.

2. DURATION. The term of this Agreement shall begin upon execution and shall expire on December 31, 2023.

3. OWNERSHIP. Upon completion, the equipment shall be owned by the City.

4. FINANCING AND PAYMENT. The City shall pay for the services and materials necessary to complete the work set forth in EXHIBIT A. The estimated total cost of completion is \$29,900.00. Upon completion of the services each month, the County shall send to City an invoice for the services which the City agrees to pay within thirty (30) days.

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.

7. 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.

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 the City: Millcreek City Public Works Department
Attn: John Miller
3330 South 1300 East
Millcreek, UT 84106

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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the _____ day of _____, 2022.

SALT LAKE COUNTY

MILLCREEK CITY

By: _____
Mayor or Designee

By: _____

Name: _____

Title: _____

Departmental Approval:

ATTEST:

By: _____
Scott Baird,
Public Works Director

Date: _____

Millcreek City Recorder

Division Approval:

By: _____
Crystal Hulbert,
Division Director

Date: _____

Reviewed as to Form:

Reviewed as to Form:

By: _____
Deputy District Attorney

By: _____
Millcreek City Attorney

Date: _____

EXHIBIT “A”

SCOPE OF WORK

Multiple Signal Upgrades

1. Luck Lane Highland Dr. – Signal upgrade - \$12,000.00
2. 3800 South Wasatch – LED/Reflective Tape upgrade – \$2,500.00
3. 3900 South Wasatch – LED/Reflective Tape upgrade - \$2,500.00
4. 3900 South 2000 East – LED/Reflective Tape upgrade - \$2,700.00
5. Oakview Wasatch Blvd – LED upgrade/ install new Push buttons and LED inserts peds - \$2,700.00
6. 4705 South 900 East – Signal Upgrade- Split with Murray City – Total Cost \$15,000.00
Millcreek cost \$7,500.00

Total cost estimate \$29,900.