

**RESOLUTION NO. 2008-38**

**A RESOLUTION OF THE BLUFFDALE CITY COUNCIL ENTERING INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR CRACK SEAL SERVICES**

**WHEREAS**, Salt Lake County and Bluffdale City are local governmental units under the laws of the State of Utah; and

**WHEREAS**, they are authorized, by the Utah Interlocal Cooperation Act, Sections 11-13-101, et seq., Utah Coded Annotated, 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

**WHEREAS**, such an agreement has been prepared which pertains to the 2008 Crack Seal Program; and

**WHEREAS**, said agreement will benefit the citizens of Bluffdale City and allow Salt Lake County to make a more efficient use of its resources.

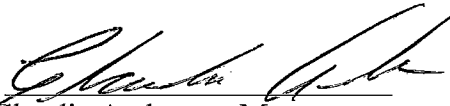
**NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:**

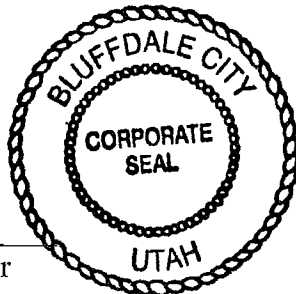
**Section 1. Approval of Agreement.** The Bluffdale City Council hereby approves the Interlocal Cooperative Agreement with Salt Lake County for Crack Seal Services. The full agreement is attached as Attachment A.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts and provisions of this Resolution shall be severable.

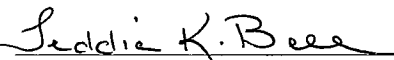
**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

**PASSED, ADOPTED, AND APPROVED the 9th day of September, 2008.**

By:   
Claudia Anderson, Mayor



ATTEST:

  
Teddie K. Bell, City Recorder

Voting by the City Council: Aye                      Nay

Council Member Chisholm	<u>  x  </u>	<u>          </u>
Council Member Flanigan	<u>  x  </u>	<u>          </u>
Council Member Kartchner	<u>  x  </u>	<u>          </u>
Council Member Lord	<u>  x  </u>	<u>          </u>
Council Member Maxwell	<u>  x  </u>	<u>          </u>

COPY

Contract No. PH08221  
D.A. No. 2008-1270

**INTERLOCAL COOPERATION AGREEMENT  
FOR  
PUBLIC WORKS SERVICES**

**Salt Lake County - Bluffdale City**

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THIS 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 BLUFFDALE CITY ("CITY"), a municipal corporation under the laws of the State of Utah.

**WITNESSETH:**

WHEREAS, the CITY desires to contract with the COUNTY for the public works services described in *Exhibit A*, attached hereto; and

WHEREAS, the parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated, 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers.

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*. Said services shall be performed to the same standards and in the same manner as those performed on COUNTY property.

**2. TERM.**

This agreement shall become effective upon execution by both parties. It shall continue in effect until the services described in *Exhibit A* are completed. County agrees to complete said services on or before December 31, 2009 unless weather or other circumstances beyond the control of COUNTY prevent completion of the services by said date, in which case, the agreement shall be extended until said services are completed. In compliance with the Utah Interlocal Cooperation Act, this agreement shall not remain in effect beyond fifty (50) years from its effective date.

**3. FINANCING AND PAYMENT.**

The CITY shall pay to the COUNTY \$20,000.00 for the services performed under this agreement. Upon completion of the services, the COUNTY shall send CITY an invoice for the services which the CITY agrees to pay within thirty (30) days.

**4. LIABILITY AND INDEMNIFICATION.**

The CITY and COUNTY are governmental entities under the Utah Governmental Immunity 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. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement.

**5. ADMINISTRATION.**

No separate entity is created by this agreement; however, to the extent that any administration of this agreement becomes necessary, then the public works directors of both parties, or their designees, shall constitute a joint board for such purpose.

**6. PROPERTY.**

In the event that any property is acquired by the parties jointly for the undertaking, and paid for by both of them, then it shall be divided as the parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this agreement, then the property so purchased shall be and remain the property of the party which purchased it.

**7. 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.

**8. 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 9 day of September, 2008.

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By [Signature]  
Deputy District Attorney  
Date 8/28/08

SALT LAKE COUNTY

By [Signature]  
Mayor or Designee

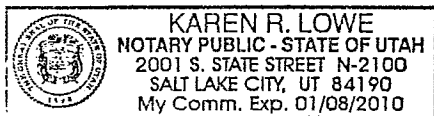
Approved as to Form and Legality

\_\_\_\_\_  
Deputy District Attorney  
Date \_\_\_\_\_

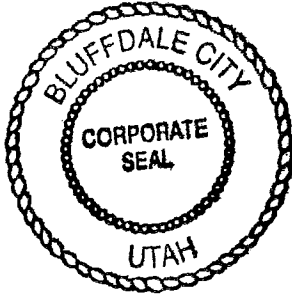
STATE OF UTAH    )  
                                  : ss.  
County of Salt Lake    )

On this 29 day of October, 2008, personally appeared before me  
Doug Willmore, who being duly sworn, did say that (s)he is the  
Chief Administrative Officer of Salt Lake County, Office of Mayor, and  
that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]



[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah



ATTEST:

Seddie K. Bee  
City Recorder

BLUFFDALE CITY

By Mark R. P. - City Manager  
City Manager

Approved as to Form and Legality

Paul C. Burke  
City Attorney  
Date 14 October 2008  
rt.wpfiles.bluffdale-crackseal-kfs

## EXHIBIT "A"

The COUNTY will perform crack seal services for the CITY on Bluffdale City streets. The streets to be crack sealed shall be identified by the CITY Public Works Department. Work performed shall not exceed the maximum amount of \$20,000.

