

**RESOLUTION NO. R- 59 -2024**

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION FOR FUNDING FOR A TRAFFIC SIGNAL AT OLD AIRPORT ROAD AND STATE ROUTE 73**

*PREAMBLE*

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Utah Department of Transportation and Eagle Mountain City desire to facilitate the construction of a traffic signal at Old Airport Road and State Route 73; and

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an interlocal cooperation agreement with the Utah Department of Transportation for funding for a traffic signal at Old Airport Road and State Route 73, as set forth in Exhibit A.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. The Interlocal Cooperation Agreement with the Utah Department of Transportation for funding for a traffic signal at Old Airport Road and State Route 73, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17<sup>th</sup> day of September, 2024.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

  
Fionnuala B. Kofoed, MMC  
City Recorder



  
Tom Westmoreland, Mayor

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 17<sup>th</sup> day of September, 2024.

Those Voting Yes:	Those Voting No:	Those Excused:	Those Abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright

  
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Fionnuala B. Kofoed, MMC  
City Recorder



## Exhibit A



<b>Cooperative Agreement                  Local Agency Performing                  Work for UDOT</b>	Project Description: SR-73 & Airport Road Intersection	Estimated value of scope of work
	Local Agency: Eagle Mountain City	\$400,000.00
PIN: 20997 CID: 74516 Project: S-ST99(891)0		Date Executed 10/03/2024

**THIS AGREEMENT**, made and entered into on the Date Executed, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **EAGLE MOUNTAIN CITY**, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

**UDOT** requested that the Work be included in the Local Agency’s Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. A lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

In conjunction with Eagle Mountain City’s Airport Road project, Eagle Mountain City will provide the design and construct the improvements at the SR-73 & Airport Road intersection. **UDOT** will contribute the lump sum amount towards the project for Eagle Mountain City to provide a new traffic signal at this location. It is anticipated that the lump sum amount will cover design, construction, and materials (including state furnished materials) costs for the traffic signal.

It is anticipated the project schedule will generally follow this schedule:

- Present – November 2024: Design
- Fall 2024: Bidding and Contracting for Construction
- Winter - Spring 2025: Construction
- Summer 2025: Project Completion

Costs to include:

<b>LUMP SUM PAYMENT:</b> TOTAL AMOUNT TO BE PAID BY UDOT	<b>\$400,000.00</b>
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Once **THIS AGREEMENT** is executed, the **Local Agency** will submit the invoices of payments for the Work to the **UDOT** Region office according to the payment schedule below. The **UDOT** Project Manager will verify the completion of each phase prior to payment processing. Submission of receipts and back-up documentation of payments made on the project will not be required as part of the **Local Agency** invoicing. **UDOT** will process the payment within 45 days and send a check to the **Local Agency**

Payment Schedule:

Phase	Payment Amount
Agreement Execution	\$50,000.00
Completion / UDOT Approval of Final Design	\$330,000.00
Substantial Construction Completion	\$10,000.00
Construction Completion (Work Completion Date)	\$10,000.00

**Total Lump Sum Reimbursement to the Local Agency is \$400,000.00**

## **Provisions**

Local Agency will include the UDOT's Work provided UDOT pays the Lump Sum Payment according to the Payment Schedule for the Work. Local Agency's contractor will perform the Work described in this Agreement in accordance with the approved project plans and specifications. UDOT will review and approve the project plans and specifications prior to Local Agency finalizing the design. Local Agency will notify UDOT two weeks in advance prior to starting the construction Work. UDOT has the right to inspect the Work but may choose not to exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

### **I. Liability:**

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

### **II. Termination:**

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing

b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.

c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

### **III. Maintenance:**

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

### **IV. Payment and Reimbursement to Local Agency:**

UDOT shall be responsible for Lump Sum costs associated with the Work according to the Payment Schedule. The Local Agency must submit the billing within 3 months of the Work completion date.

### **V. Change in Scope and Schedule:**

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

### **VI. Environmental Compliance**

The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

### **VII. Miscellaneous:**

Each party agrees to undertake and perform all further acts that are reasonably necessary to

carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement. This Agreement may be executed in counterparts by the parties.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

Enforcement of the terms of this Agreement is reserved to the parties hereto and their respective successors and assigns, and nothing contained in this Ordinance provides any claim, benefit or right of action for enforcement to any other person or entity not a party hereto.

This Agreement contains the entire agreement between the Parties, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

EAGLE MOUNTAIN CITY, a municipal corporation within the State of Utah

By: *Jeff B. Kojac*

By: *Tom Westmoreland*

Title: *City Recorder*

Title: *Tom Westmoreland*

Date: *September 18, 2024*  
(IMPRESS SEAL)

Date: *September 18, 2024*



UTAH DEPARTMENT OF TRANSPORTATION

By: *Eric A. Moore*  
Project Manager

By: *[Signature]*  
Region Director

Date: *10/03/2024*

Date: *10/03/2024*

COMPTROLLER OFFICE

By: *Krista Parnell*  
Contract Administrator

Date: *10/03/2024*