

RESOLUTION NO. \_\_\_\_\_ OF 2005

AUTHORIZING SALT LAKE CITY TO ACCEPT THE GRANT AGREEMENT  
FROM THE STATE OF UTAH,  
DEPARTMENT OF TRANSPORTATION

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached grant agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of SALT LAKE CITY CORPORATION accepting the \$40,000 of grant funding described in Exhibit "A" attached hereto, from the State of Utah, Department of Transportation, to expend for the purposes of:

Infrastructure improvements to include new safety lighting, ADA sidewalk replacement, asphalt, concrete curb and gutter and other drainage improvements under the west end of the North Temple Viaduct at 600 West.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant award and execute any and all subsequent agreements between the City and other entities resulting from the said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the grant award approved herein.

Passed by the City Council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_

Approved as to Form:  
Salt Lake City Attorney's Office  
By: C. Behm  
Date: 3/4/05

**ITEM F-3**  
**Grant from UDOT**  
**North Temple Viaduct Improvements at 600 West**

**Please note that the attached cooperative agreement for this grant has an error which names the RDA as the “Salt Lake Redevelopment Development Agency”.**

**The Attorney’s Office is aware and will ensure that this error is corrected before the contract is finalized.**

CID 81T00118 and Authority No. 70518; Salt Lake County  
SR-186, North Temple Viaduct Improvements  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**SALT LAKE CITY CORPORATION**  
**SALT LAKE REDEVELOPMENT DEVELOPMENT AGENCY**

**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and **SALT LAKE CITY CORPORATION**, a Municipal Corporation in the State of Utah, hereinafter referred to as the "**City**", and **SALT LAKE REDEVELOPMENT DEVELOPMENT AGENCY**, hereinafter referred to as "**RDA**",

**WITNESSETH:**

**WHEREAS**, in the interest of public safety, the parties hereto desire to coordinate for the purpose of installing **RDA** participating improvements to the North Temple Viaduct consisting of lighting and hard surface improvements as described herein, and hereinafter referred to as the "Project"; and

**WHEREAS**, the parties hereto have determined by formal finding that payment for said Project work on public right of way is not in violation of the laws of the State of Utah or any legal contract with the **City**; and

**WHEREAS**, the parties hereto desire to enter into this Cooperative Agreement to define the terms and conditions whereunder said Project work shall be performed.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

CID 81T00118 and Authority No. 70518; Salt Lake County  
SR-186, North Temple Viaduct Improvements  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**SALT LAKE CITY CORPORATION**  
**SALT LAKE REDEVELOPMENT DEVELOPMENT AGENCY**

**LIGHTING PORTION - CID NO. 81T00118**

(1). **UDOT** has provided to the **City** engineering plans for the lighting portion of the Project.

(2). The **City** will administer construction of the Project and contract with Utah Power for the installation of eight (8) underdeck light wall packs including underground conduit, cable, junction boxes, vandal proof cages, power hookup and all necessary construction activities to complete the underdeck lighting.

(3). The **City** will replace the existing barrier with fencing if Project funding is available.

(4). **UDOT** will provide to the Project the wall pack light units and cages. The **City** and/or their contractor will pick up **UDOT** furnished materials, Monday through Thursday, at **UDOT's** Calvin L. Rampton Complex, 4501 South 2700 West, Salt Lake City, Utah. Forty eight (48) hours notice is required prior to pickup to **UDOT's** Traffic Signal Supervisor, telephone number (801) 887-3741.

(5). The total estimated cost for the lighting portion of the Project is \$17,000. Upon completion of and final inspection of the project work, **UDOT** will fund to the **City** the lump sum amount of Ten Thousand Dollars (\$10,000.00) for **UDOT's** participation in the lighting portion of the Project.

**TOTAL LUMP SUM AMOUNT FROM UDOT TO  
THE CITY FOR THE LIGHTING PORTION IS \$10,000.00**

(6). Upon completion of the Project construction, the **City** will own the underdeck lighting system including all appurtenances and will thereafter provide electrical power, maintain and renew said lighting system at no further cost to **UDOT**.

CID 81T00118 and Authority No. 70518; Salt Lake County  
SR-186, North Temple Viaduct Improvements  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**SALT LAKE CITY CORPORATION**  
**SALT LAKE REDEVELOPMENT DEVELOPMENT AGENCY**

(7). It is understood that the **City** will obtain an access permit for maintenance and servicing of the **City's** property located on **UDOT** right of way and abide by the conditions therein, in accordance with **UDOT's** "REGULATIONS FOR THE ACCOMMODATION OF UTILITIES ON FEDERAL-AID AND NON-FEDERAL-AID RIGHTS OF WAY".

(8). Within one (1) year of completion of the Project construction, the **City** shall submit an invoice for **UDOT's** participation in the lighting portion of the project to: **UDOT**, COMPTROLLER, BOX 141510, Salt Lake City, Utah 84119-1500. Said invoice shall contain the CID Number 81T00118. **UDOT** shall reimburse the **City** within sixty (60) days of receipt of said invoice.

<b>HARD SURFACING PORTION - SP-0186(6)4 Authority No. 70518 PIN 4557</b>
--

(9). The **City** has developed the engineering plans for the hard surfacing improvements portion of the Project. The **City** shall administer construction of the project work consisting of the following:

- \* Portland cement curb and gutter and sidewalk repair and installation
- \* Installation of asphalt from the West bent to the Union Pacific Railroad Right of Way
- \* Construction of necessary signing, striping, drainage improvements and pedestrian ramps.

(10). The **City** provided estimate for the hard surfacing portion of the Project is \$70,000.00. Upon completion and final inspection of the Project work, **UDOT** shall fund to the **City** the lump sum amount of Thirty Thousand Dollars (\$30,000.00) for **UDOT's** participation in the hard surfacing portion of the Project work.

TOTAL LUMP SUM AMOUNT FROM **UDOT** TO  
THE **CITY** FOR THE HARD SURFACING WORK IS \$30,000.00

CID 81T00118 and Authority No. 70518; Salt Lake County  
SR-186, North Temple Viaduct Improvements  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**SALT LAKE CITY CORPORATION**  
**SALT LAKE REDEVELOPMENT DEVELOPMENT AGENCY**

(11). Upon completion of the Project construction, **UDOT** will own the hard surface improvements constructed as part of the Project work and will thereafter maintain and renew said improvements at no further cost to **UDOT**.

(12). Within one (1) year of completion of the Project construction, the **City** shall submit an invoice for **UDOT's** participation in the hard surfacing portion of the project to: **UDOT, COMPTROLLER, BOX 141510, Salt Lake City, Utah 84119-1500**. Said invoice shall contain the the **UDOT Project Number SP-0186(6)4, Authority 70518, PIN 4557**.

---

CID 81T00118 and Authority No. 70518; Salt Lake County  
SR-186, North Temple Viaduct Improvements  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**SALT LAKE CITY CORPORATION**  
**SALT LAKE REDEVELOPMENT DEVELOPMENT AGENCY**

**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.

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
**ATTEST:** Date 3/4/05  
By [Signature]  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

**SALT LAKE CITY CORP.**, a Municipal  
Corporation of the State of Utah  
By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

(IMPRESS SEAL)

\*\*\*\*\*

**ATTEST:**  
\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

**Salt Lake Redevelopment Development  
Agency,**  
a \_\_\_\_\_  
in the State of Utah  
By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

CID 81T00118 and Authority No. 70518; Salt Lake County  
SR-186, North Temple Viaduct Improvements  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**SALT LAKE CITY CORPORATION**  
**SALT LAKE REDEVELOPMENT DEVELOPMENT AGENCY**

**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
UDOT Traffic and Safety Design

By \_\_\_\_\_  
Region Two Operations Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Region Two Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

The Utah State Attorney General's  
Office has previously approved all  
paragraphs in this Agreement as to  
form.

By \_\_\_\_\_  
UDOT Comptroller Office  
Contract Administrator

Date: \_\_\_\_\_



ADDENDUM NO. 1  
TO  
COOPERATIVE AGREEMENT

The parties to the Cooperative Agreement to which this Addendum No. 1 is attached hereby agree to include in the Cooperative Agreement the following new paragraph 13, and the parties other than Salt Lake City Corporation, by executing this Addendum, do hereby make and adopt the recommendations contained in such new paragraph 13:

REPRESENTATION REGARDING ETHICAL STANDARDS FOR  
CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND  
EMPLOYEES. UDOT and RDA represent that they have not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Dated this \_\_\_\_\_ day of March, 2005.

REDEVELOPMENT AGENCY OF SALT  
LAKE CITY

By: \_\_\_\_\_  
Ross C. Anderson  
Chief Administrative Officer

APPROVED AS TO FORM  
SALT LAKE CITY CORPORATION  
Date: 3/4/05  
By: [Signature]

By: \_\_\_\_\_  
David J. Oka  
Executive Director

Approved as to legal form by counsel:

Jones, Waldo, Holbrook & McDonough, P.C.:

By: \_\_\_\_\_

CID 81T00118 and Authority No. 70518; Salt Lake County  
SR-186, North Temple Viaduct Improvements  
**UTAH DEPARTMENT OF TRANSPORTATION**  
**SALT LAKE CITY CORPORATION**  
**SALT LAKE REDEVELOPMENT DEVELOPMENT AGENCY**

**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
UDOT Traffic and Safety Design

By \_\_\_\_\_  
Region Two Operations Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Region Two Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

The Utah State Attorney General's  
Office has previously approved all  
paragraphs in this Agreement as to  
form.

By \_\_\_\_\_  
UDOT Comptroller Office  
Contract Administrator

Date: \_\_\_\_\_