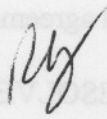


**COUNCIL TRANSMITTAL**

**TO:** Rocky J. Fluhart **DATE:** August 31, 2005  
Chief Administrative Officer

**FROM:** Rick Graham, Public Services Director 

**SUBJECT:** Interlocal Cooperative Agreement with Utah Department of Transportation for construction of sidewalk on the east side of Redwood Road (SR 68) from Indiana Avenue to California Avenue.

**STAFF CONTACT:** Richard A. Johnston, P.E., Deputy City Engineer, 535-6232

**DOCUMENT TYPE:** Interlocal Cooperative Agreement

**RECOMMENDATION:** Approve Agreement

**BUDGET IMPACT:** A request to create a budget in the amount of \$75,000 from UDOT funds and a budget of \$25,000 from City funds is included in the September budget opening.

It is not necessary to obligate funds until the project is advertised for bid and subsequently awarded to the low bidder.

**BACKGROUND/DISCUSSION:** The City has been awarded a \$99,000 grant from Utah Department of Transportation Safer Sidewalk Funds for construction of sidewalk at the above location of Redwood Road, a State road. This sidewalk will improve pedestrian safety on Redwood Road and assist westside residents who use Redwood Road bus stops. The Safer Sidewalk Grant requires a 25% local match of \$24,750. The project is scheduled to be bid in the spring of 2006 with construction to be completed by the end of July 2006.

**PUBLIC PROCESS:** Adjacent property owners will be notified and coordinated with during design and construction.

RESOLUTION NO. \_\_\_\_\_ OF 2005  
AUTHORIZING THE APPROVAL OF AN  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN SALT LAKE CITY CORPORATION AND  
THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

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

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

1. It does hereby approve the execution and delivery of the following:

A COOPERATIVE AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY CORPORATION REGARDING CURB, GUTTER AND SIDEWALK CONSTRUCTION, SR-68, REDWOOD ROAD – INDIANA AVENUE TO CALIFORNIA AVENUE, EAST SIDE, CHARGE ID NUMBER SW1251.

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

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

SALT LAKE CITY COUNCIL

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

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

*Boyd Ferguson*

SENIOR SALT LAKE CITY ATTORNEY

I:\RESOLUTION\Interlocal UDOT curb gutter SR-68 Redwood Road 8-26-05.doc

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CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM

**COOPERATIVE AGREEMENT**

SENIOR SALT LAKE CITY ATTORNEY

**THIS COOPERATIVE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**UDOT**", and **SALT LAKE CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**City**",

**WITNESSETH:**

**WHEREAS**, in the interest of public safety, it is the desire of the parties hereto to construct and thereafter maintain a pedestrian safety project on SR-68, Curb, gutter & sidewalk, at the locations described as follows: Redwood Road – Indiana Ave. to California Ave.: East side; and

**WHEREAS**, funds for the construction of pedestrian safety projects have been made available by an appropriation from the Utah State Legislature for distribution by the **UDOT**; and

**WHEREAS**, it is the intent of the Utah State Legislature that participation in the pedestrian safety project be on a 75% State, 25% Local match basis; and

**WHEREAS**, the **UDOT** has determined by formal finding that payment for said work on public right of way is not in violation of the laws of the State or any legal contract with the **City**.

**THIS COOPERATIVE AGREEMENT** is made to set out the terms and conditions where under said work shall be performed.

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

1. The **City** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this agreement.
2. All construction work performed by the **City** or its contractor shall conform to **UDOT's** standards. **City's** construction may conform to local standards if they are equal to or greater than the **UDOT** standards.
3. All construction performed under this agreement shall be barrier free to wheelchairs at crosswalks and intersections according to State and Local standards.
4. The **City** shall submit plans for the work covered by this agreement to **UDOT's** Region Two Sidewalk Coordinator for review and approval. Upon approval of the plans, and before commencing any construction within the highway right of way, the **City** or its contractor shall obtain a Highway Right of Way Encroachment permit from the Region Two Encroachment and Permits Officer.
5. The **City** will participate a minimum of 25% of said project. **City's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to support all costs.
6. The total estimated cost of the pedestrian safety project including **City's** participation is as follows:

UDOT Funds (Allocated Amount)	\$74,250.00
City's Match (25% Minimum of Total)	\$24,750.00
<b>TOTAL PROJECT</b>	<b>\$99,000.00</b>

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7. Upon **UDOT** approval of the pedestrian safety project plans and satisfactory evidence that the project is ready to proceed, the **UDOT** will deliver to the **City** a one time lump sum amount of \$74,250.00 for the construction of the facilities covered by this cooperative agreement. This amount is the maximum sum of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **City's** match shall be revised to cover the additional amount.

8. The **City** will furnish to the **UDOT** a statement upon completion of the project for which the grant was made certifying the amount of State-funds expended, verification of **City** participation amounts, and certification that the project was completed in accordance with the standards and specifications adopted for the project by this cooperative agreement.

9. **UDOT** shall have the right to audit all cost records and accounts of the **City** pertaining to this project. Should the audit disclose that **City's** expenditures for the project are less than the grant, all unexpended funds shall be refunded promptly to the **UDOT**. For purpose of audit, the **City** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.

10. If for any reason, the **City** has not commenced construction of said project within a two (2) year time period from **UDOT** Commission approval of the safety project, the **City** will relinquish the grant allocation or refund the funds already paid to the **City** for the project upon request from the **UDOT**.

Upon commencement of the construction, the **City** agrees to complete the construction in an expeditious manner and in a reasonable time frame. Should the **UDOT** determine that the work is not proceeding in an expeditious manner, and upon thirty (30) days written notice, it may withdraw said grant and require the **City** to refund any portion of the grant funds not expended for approved items at the time of withdrawal.

11. Upon completion of the work covered by this cooperative agreement, the **City** shall, either directly or by ordinance, cause any sidewalks covered by this cooperative agreement to be maintained, renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. Said maintenance is to include snow removal.

12. Inter-local Co-operation Act Requirements:

a. This agreement shall be authorized by each party pursuant to Section 11-13-202.5 of the Inter-local Co-operation Act, Utah Code Title 11, Chapter 13, as amended (the "Act");

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- 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 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 Act;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
- e. No separate legal entity is created by the term of this agreement. To the extent that this agreement requires administration other than as set forth herein, it shall be administered by the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as a joint board. 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.

**13. Representation Regarding Ethical Standards for Local Authority Officers and Employees and Former Local Authority Officers and Employees:**

UDOT represents that it has not: (1) provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY 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 LOCAL AUTHORITY'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 LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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

ATTEST:

SALT LAKE CITY, A Municipal  
Corporation of the State of Utah

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(IMPRESS SEAL)

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 9-9-05  
By [Signature]

\*\*\*\*\*

UTAH DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

APPROVED:

\_\_\_\_\_  
Region Safe Sidewalk Coordinator

\_\_\_\_\_  
Region Director

APPROVED AS TO FORM:

APPROVED:

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

\_\_\_\_\_  
Division of Finance