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## **SOUTH JORDAN CITY CITY COUNCIL REPORT**

**Council Meeting Date: July 18, 2023**

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**Issue:** Resolution 2023-32, authorizing the Mayor to sign an Interlocal Cooperation Agreement between City of South Jordan and Salt Lake County for 300 West Improvements to Dry Creek.

Submitted By: Brad Klavano

Department: Engineering

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**Staff Recommendation (Motion Ready):** Approve Resolution 2023-32, authorizing the Mayor to sign an Interlocal Cooperation Agreement between City of South Jordan and Salt Lake County for 300 West Improvements to Dry Creek.

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**BACKGROUND:** City staff has been working now for a few years on solving a FEMA flood plain issue along Dry Creek from Jordan Gateway to I-15. At the same time the City of Sandy has been working on FEMA flood plain issue from I-15 to State Street. While looking at these issues it became apparent the largest issue is the reinforced box culvert (RBC) under 300 West and 300 West roadway within South Jordan City. Since Dry Creek is a Salt Lake County facility they have agreed to pay \$300,000.00 towards the replacement of the RBC with the attached Interlocal Cooperation Agreement.

There will be an additional Interlocal Cooperation Agreement between the City of South Jordan and City of Sandy, as Sandy City and South Jordan City have agreed to split the remaining costs. The property owner that touches this improvement to the north has agreed to contribute \$50,000.00 towards the costs of the project which will be reduced from the amount split between South Jordan City and Sandy City.

### **TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:**

**FINDINGS:** The City Council has recognized that the re-construction of the RBC on 300 West and the replacement of the 300 West roadway at Dry Creek is best done as one project with the financial cooperation of Salt Lake County, Sandy City, and the property owner.

**CONCLUSIONS:** City staff has negotiated an Interlocal Cooperation Agreement with Salt Lake County and that it is in the best interest of the citizens of South Jordan City and the General Public to execute this agreement.

**RECOMMENDATIONS:** City staff is recommending that the City Council approve Resolution 2023-32; authorizing the Mayor to sign an Interlocal Cooperation Agreement between City of South Jordan and Salt Lake County for 300 West Improvements to Dry Creek.

**FISCAL IMPACT:** This Interlocal agreement is obligating Salt Lake County to pay up to \$300,000.00 to the costs of the reinforced box culvert replacement.

**ALTERNATIVES:** Deny Resolution 2023-32.

City Council Action Requested:   
Brad Klavano (Jul 11, 2023 21:29 MDT)  
Department Head

7/11/2023  
Date

## **RESOLUTION R2023 - 32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND SALT LAKE COUNTY FOR 300 WEST IMPROVEMENTS TO DRY CREEK CHANNEL.**

**WHEREAS**, the City of South Jordan (“City”) and Salt Lake County (“County”) are local government units under the laws of the State of Utah; and

**WHEREAS**, City and County are authorized by the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq., to enter into agreements with each other, upon 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**, An Interlocal Agreement was prepared pertaining to the construction of 300 West Improvements to Dry Creek; and

**WHEREAS**, City and County agree that County should pay its share of the costs of the Construction not to exceed \$300,000.00; and

**WHEREAS**, the South Jordan City Council (the “City Council”) finds the Agreement will benefit the City’s citizens by completing the construction as a joint effort between the two agencies.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:**

**SECTION 1. Authorization to Sign.** The City Council hereby approves the Agreement, attached as **exhibit A**, and authorized the Mayor to sign the same.

**SECTION 2. Effective Date.** This Resolution will be effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: \_\_\_\_\_  
Dawn R. Ramsey

Attest: \_\_\_\_\_  
City Recorder

Approved as to form:

Gregory Simonsen  
Gregory Simonsen (Jul 12, 2023 09:14 MDT)  
\_\_\_\_\_  
Office of the City Attorney



## **EXHIBIT A**

(The Agreement)

County Contract No. \_\_\_\_\_  
District Attorney No. \_\_\_\_\_

## INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY

And

SOUTH JORDAN CITY

FOR 300 WEST IMPROVEMENTS TO DRY CREEK CHANNEL WITHIN SOUTH JORDAN  
CITY BOUNDARIES

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THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this \_\_ day of \_\_\_\_\_, 2023, between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"), and the SOUTH JORDAN CITY, a municipal corporation of the State of Utah ("City"). The County and City are collectively referred to herein as the "Parties."

### WITNESSETH:

WHEREAS, Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Cooperation Act"), authorizes public agencies to enter into joint agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the County through its Department of Public Works Flood Control and Engineering Division operates a Flood Control system in Salt Lake County ("County System");

WHEREAS, the City desires to complete Dry Creek Channel Improvements and the County desires to provide funding to the City to assist in making these Dry Creek Improvements;

WHEREAS, County and City desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both parties in City's completion of these improvements.

### AGREEMENT:

NOW, THEREFORE, the Parties mutually agree as follows:

1. 300 West Dry Creek Improvements Project. The City intends to make the 300 West Dry Creek Improvements or cause the Dry Creek Improvements at 300 West to be made as set

forth in the 300 West Dry Creek Culvert Preliminary Plans, attached hereto as Exhibit A of this Agreement and incorporated by reference. The City hereby agrees that construction projects related to this Agreement will be competitively bid in compliance with all applicable procurement rules. City agrees to submit a Salt Lake County Flood Control Permit for any work done on the creek, with access details (including access road and/or equipment access to remove debris) to be worked out through the permitting process.

2. County Payment. Upon substantial completion of the 300 West Dry Creek Improvements, City shall submit records of the actual cost of completing these improvements, including a breakout of the culvert and/or costs that are strictly flood control related. Only County approved work is considered eligible for reimbursement. Within thirty (30) days after receipt (as defined in section 5.I. of this Agreement) of the records by the County, County shall pay to the City the actual cost of completing the improvements, up to \$300,000. Under no circumstances will County be obligated to provide more than \$300,000, regardless of actual cost. If additional funds are approved by the Salt Lake County Mayor and Salt Lake County Council for following years, written notification will be sent to South Jordan City. Possible future funding shall follow the same protocols as the initial funding.

3. Use of Flood Control Funds. City acknowledges that the funds are flood control funds that must be used for valid flood control projects. County supports use of funds for construction of the 300 West Dry Creek culvert as it will improve maintenance of Dry Creek at this location. The City hereby agrees to use these funds for flood control related expenses on the Dry Creek Improvements set forth in Exhibit A . Any other use of these funds must first be submitted to County to determine if the project is a valid flood control project, and subsequently approved in writing. Funds not used for valid flood control projects will not be reimbursed by County.

4. Operation and Maintenance of Dry Creek Improvements. After acceptance of the Dry Creek Improvements, the County shall be responsible for all operation and maintenance costs related to the Dry Creek flood control channel, which do not include the 300 West culvert. Operation and Maintenance of the culvert will be the responsibility of the City, who owns the 300 West road.

5. Miscellaneous Provisions. The following provisions are also an integral part of this Agreement:

A. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

B. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

C. Counterparts. 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.

D. Liability and Indemnification. The Parties are both governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. § 63-30-1, et seq.) (the "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, officials, 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.

E. Severability. 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.

F. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

G. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

H. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and both City and County have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

I. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by any communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Flood Control Division Director  
2001 South State Street N3-120  
Salt Lake City, UT 84190

City: South Jordan City Engineering  
1600 West Towne Center Drive  
South Jordan, UT 84095

Copy to: South Jordan Attorney's Office  
1600 West Towne Center Drive  
South Jordan, UT 84095

J. Delegation. Neither party may assign its rights or delegate its duties under this Agreement to any other person(s) or entity(ies) without written consent of the other party.

K. Survival. All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein.

L. Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

M. 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.

N. Protection of the Scrivener. No provision of this Agreement, nor any ambiguities that may be contained within this Agreement, shall be construed against any party on the grounds such Party or Party's counsel drafted the provision at issue or that the provision at issue contains a covert, representation or warranty of such Party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City, by resolution duly adopted by its council, a copy of which is attached hereto, caused this Agreement to be signed by its City Manager and attested by its Recorder; and the County, by resolution of its council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or his designee on the date first stated above.

SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

Administrative Approval

By: \_\_\_\_\_  
Scott Baird,  
Department Director

By: \_\_\_\_\_  
Kade D. Moncur,  
Division Director

Reviewed as to Form

By Ryan W. Lambert Digitally signed by Ryan W. Lambert  
Date: 2023.06.28 17:02:11 -06'00'  
Deputy District Attorney

SOUTH JORDAN CITY

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Reviewed as to Form

By Gregory Simonsen  
Gregory Simonsen (Jul 12, 2023 09:14 MDT)  
South Jordan City Attorney

## EXHIBIT A

300 West Dry Creek Culvert Preliminary Plans



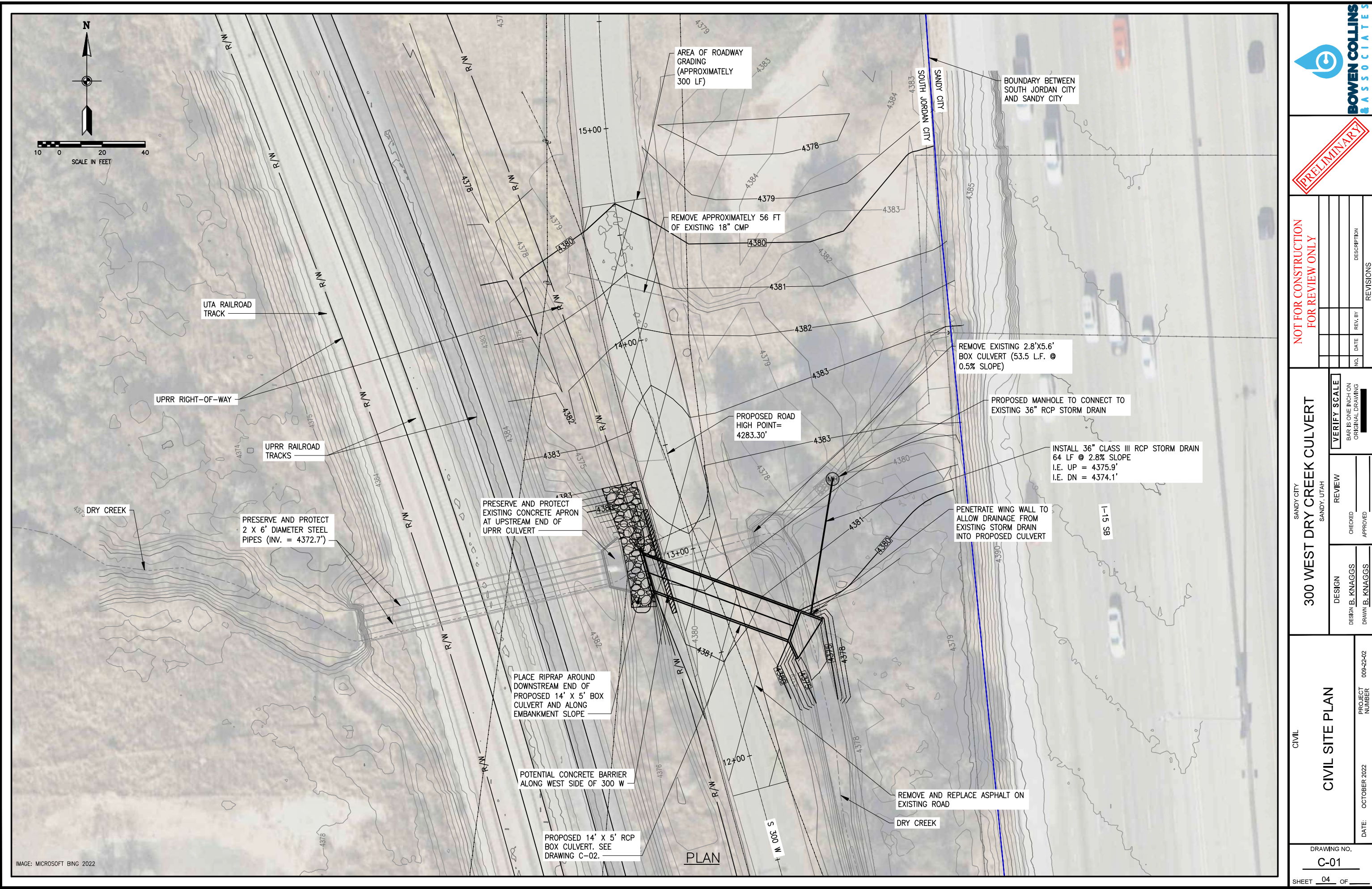
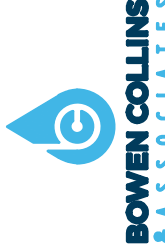


IMAGE: MICROSOFT BING 2022

P:\Sandy City\009-22-00 300 W Dry Creek Culvert\2.0 Design Phase\2.7 Drawings\shd\0092200\_C-01.dwg Plotted: 10/21/2022 5:07 PM By: Brianna Knaggs



**BOWEN COLLINS ASSOCIATES**

**PRELIMINARY**

**NOT FOR CONSTRUCTION  
FOR REVIEW ONLY**

REVISIONS	
NO.	DATE

**300 WEST DRY CREEK CULVERT**

SANDY CITY, UTAH

**VERIFY SCALE**

BASE IS ONE INCH ON ORIGINAL DRAWING

**DESIGN**

DESIGN B. KNAGGS

**REVIEW**

CHECKED  
APPROVED

**CIVIL SITE PLAN**

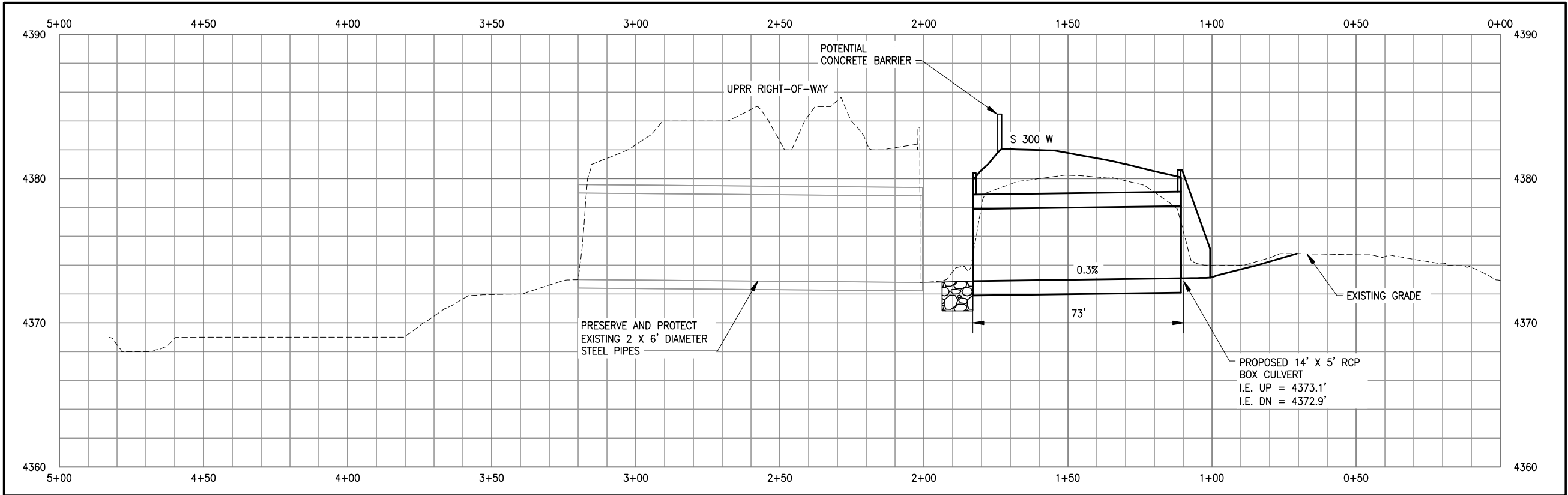
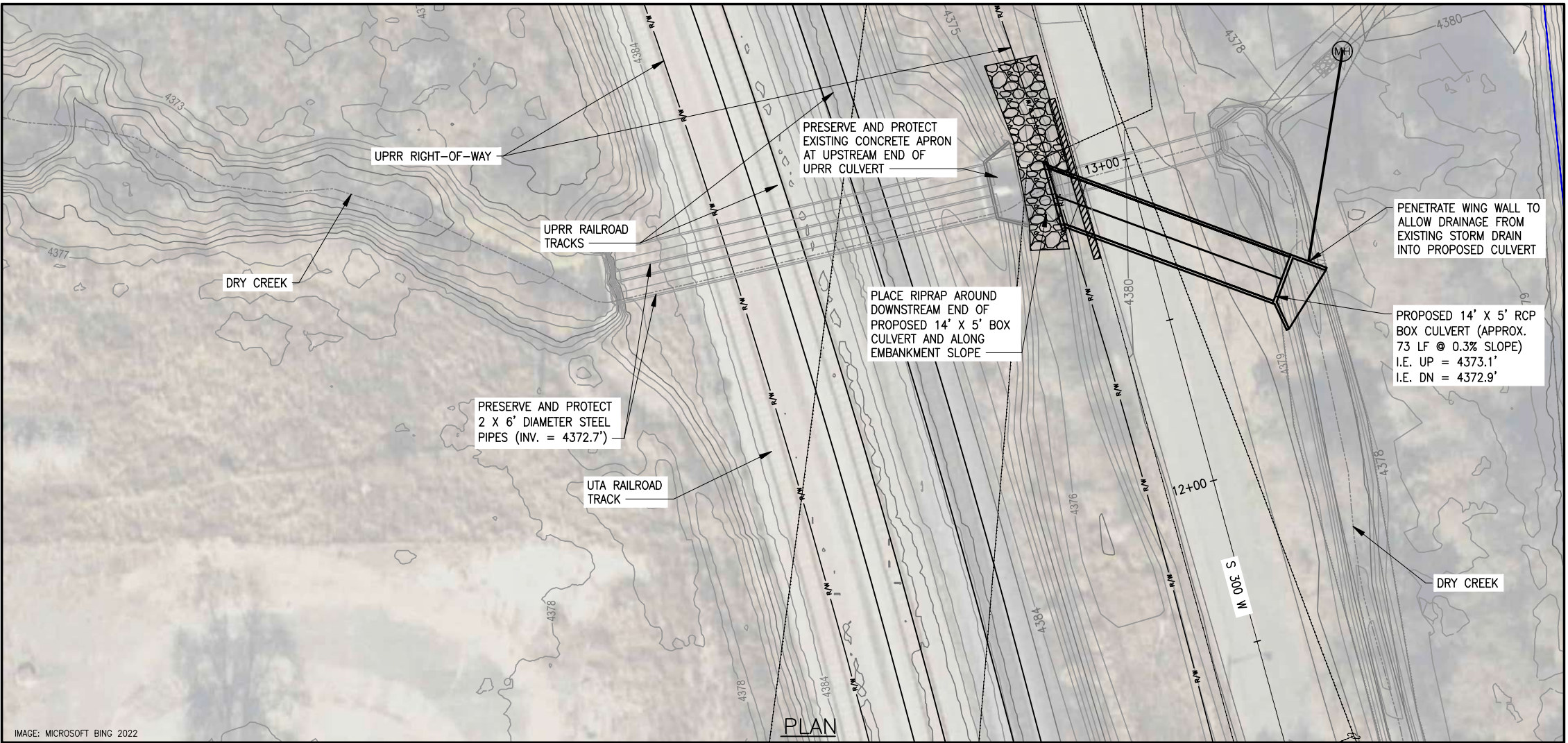
DATE: OCTOBER 2022

PROJECT NUMBER: 009-22-02

DRAWING NO. **C-01**

SHEET **04** OF





NOT FOR CONSTRUCTION FOR REVIEW ONLY				
NO.	DATE	REV. BY	DESCRIPTION	
REVISIONS				

**VERIFY SCALE**  
BAR IS ONE INCH ON  
ORIGINAL DRAWING

SANDY CITY  
**DRY CREEK C**  
 SANDY, UTAH

**REVIEW**

CHECKED \_\_\_\_\_

APPROVED \_\_\_\_\_

300 WEST

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DESIGN

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DESIGN B. KNAGGS

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DRAWN B. KNAGGS

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CIVIL

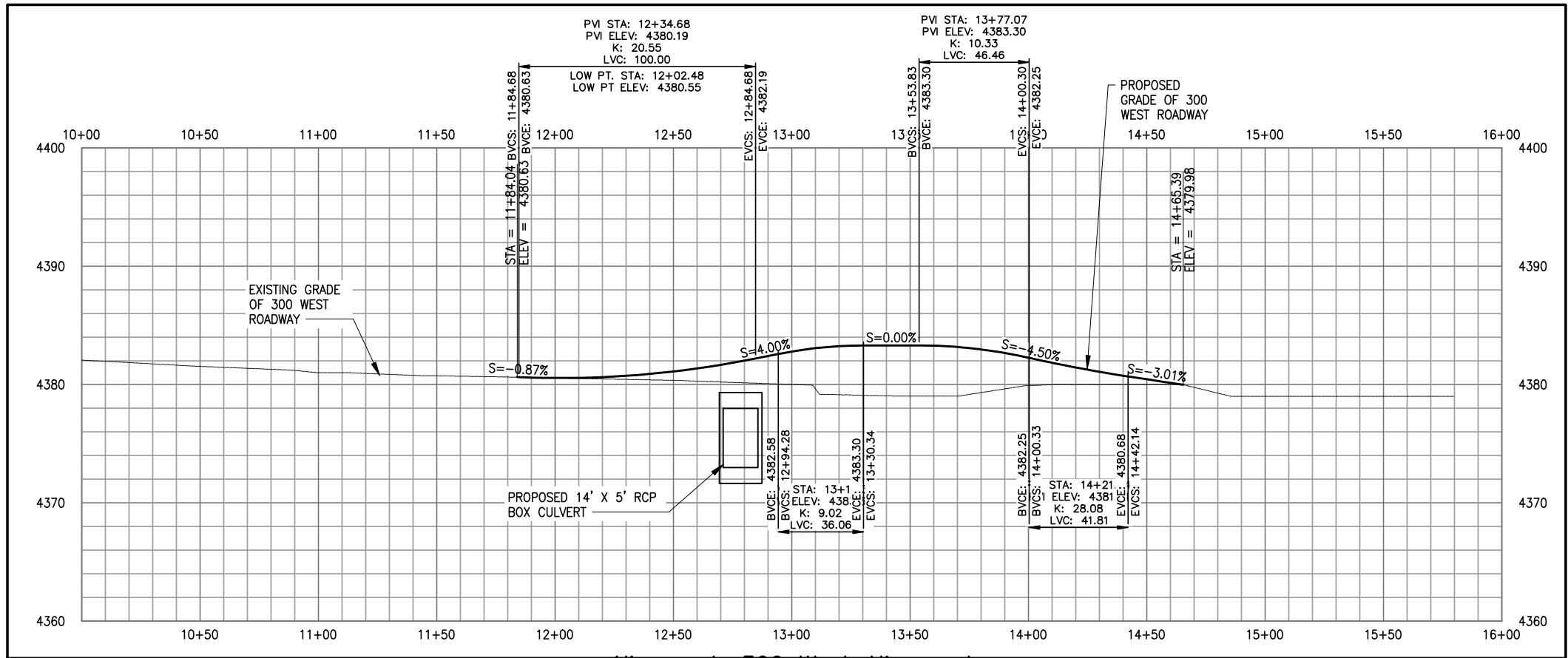
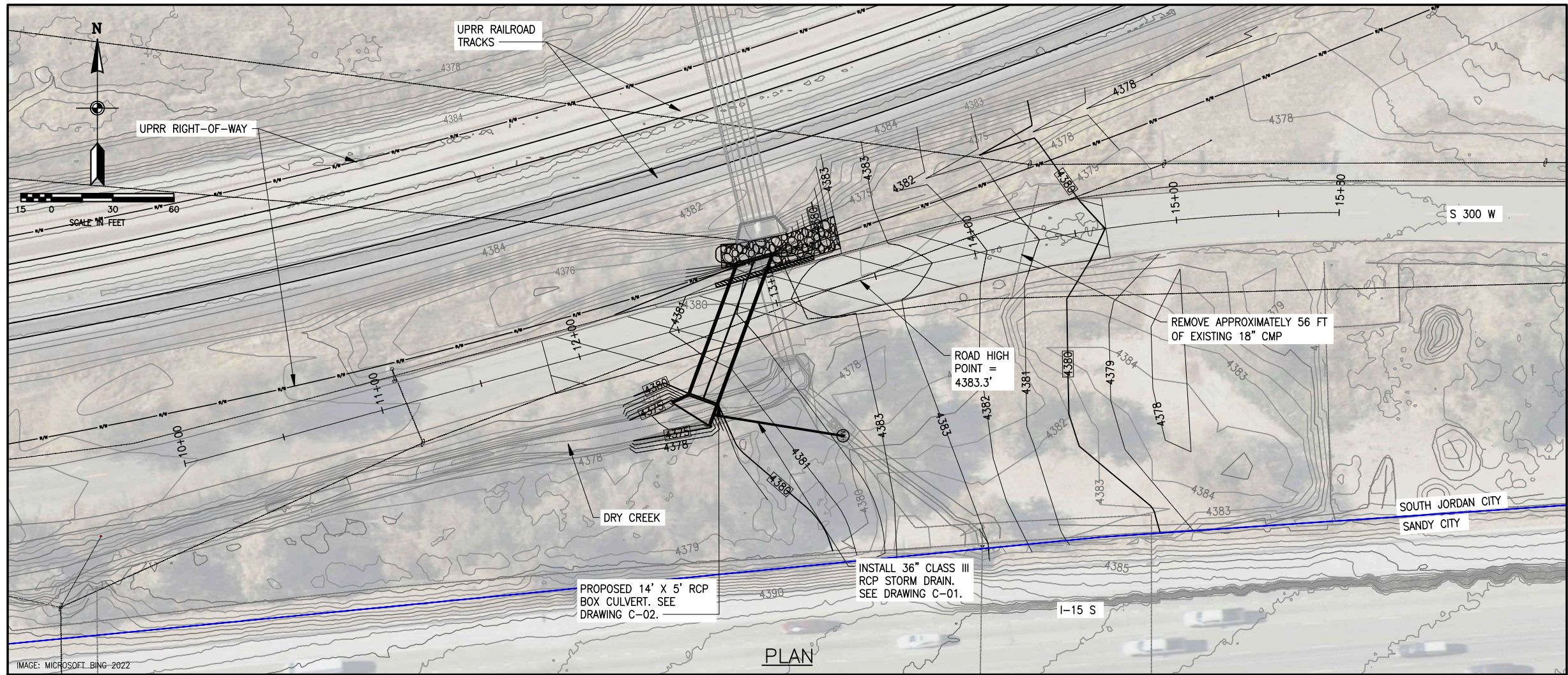
DRY CREEK CHANNEL  
PLAN AND PROFILE

DATE: OCTOBER 2022PROJECT NUMBER 009-22-02

DRAWING NO.  
C-02

SHEET 05 OF





NOT FOR CONSTRUCTION FOR REVIEW ONLY			
NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE
BARS ARE ONE INCH ON ORIGINAL DRAWING

DESIGN	REVIEW
DESIGN: B. KNAGGS	CHECKED:
DRAWN: B. KNAGGS	APPROVED:

300 WEST DRY CREEK CULVERT
SANDY CITY, UTAH

CIVIL
300 WEST ROAD IMPROVEMENTS PLAN AND PROFILE
DATE: OCTOBER 2022
PROJECT NUMBER: 009-22-02

DRAWING NO.
C-03
SHEET 06 OF