



**SPECIAL CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, February 20, 2018 6:00 p.m.**

Notice is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **Special City Council Meeting on Tuesday, February 20, 2018, beginning at 6:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

COUNCIL MEETING

1. Call to Order Pledge led by C. Ellsworth and Invocation given by C. Andersen
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

SCHEDULED ITEMS

4. Review/Action on Approving the Utah County Canyon Road Bid Additive for the Cedar Hills Canyon Road Sewer Project

ADJOURNMENT

5. Adjourn

Posted this 16th day of February, 2018

/s/ Colleen A. Mulvey, City Recorder

- Supporting documentation for this agenda is posted on the city's website at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting.
- An Executive Session may be called to order pursuant to Utah State Code 54-4-204 & 54-4-205.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND
THE CITY OF CEDAR HILLS RELATED TO CANYON ROAD**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into the _____ day of _____, 2018 by and between Utah County, a political subdivision of the State of Utah, hereinafter referred to as County and the City of Cedar Hills, a political subdivision of the State of Utah, hereinafter referred to as Entity.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (Act), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Entity and County and,

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until terminated, but is no longer than 3 years from the date of this Agreement. This Agreement shall not become effective until it has been

reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for Pleasant Grove City. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, County, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. PURPOSES

This Agreement has been established and entered into between the County and Entity for the reconstruction of Canyon Road/100 East (Road) which may include construction of various utility appurtenances and other improvements which benefit the Entity, that the Entity desires to have the County include in the design and construction of the project.

Section 4. PARTIES RESPONSIBILITIES

1. COUNTY shall:
 - Execute a change order with the design consultant for the utility design requested by ENTITY
 - provide and install utility improvements requested by ENTITY as part of the Road project, as more fully described in construction plans, when completed.
2. ENTITY shall:
 - Provide written acceptance or denial of the design within 14 calendar days of

receipt of final construction drawings and prior to the advertisement for bids on the project.

- Provide written acceptance or denial of the construction bid additive alternate for utilities for ENTITY within 7 calendar days of bid opening and prior to the notice of award for bids on the project.
- Pay County for the work performed and improvements installed in conjunction with the Road project. ENTITY shall make payments to COUNTY as invoiced for the design, inspection, and construction of improvements. Payment shall be made within 30 days of invoice.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other parties. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The Entity and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (GIAU). Subject to the provisions of the GIAU, the Entity and County agree to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Entity or the County under the GIAU.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of County and with the official keeper of records of Entity, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability

of the parties hereto, shall be governed by the laws of the State of Utah.

UTAH COUNTY

Authorized by Resolution No. 2018-____, authorized and passed on the ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
NATHAN IVIE, Chairman

ATTEST: BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
JEFFREY R. BUHMAN, Utah County Attorney

By: _____
Deputy County Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the ____ day of _____, 2018.

By: _____
Mayor

ATTEST: _____
City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

By: _____
City Attorney