



**Support Services**  
2500 S. State Street  
Salt Lake City, UT 84115

PHONE: 385-646-4597  
FAX: 385-646-4351  
[www.graniteschools.org](http://www.graniteschools.org)

July 1, 2016

Superintendent Martin W. Bates  
**GRANITE SCHOOL DISTRICT**  
2500 South State Street  
Salt Lake City, Utah 84115

**SUBJECT: Interlocal Agreement with Salt Lake County  
Pedestrian Safety  
Funding of Right of Way Improvement Near Cyprus High / Brockbank Campus**

Dear Dr. Bates,

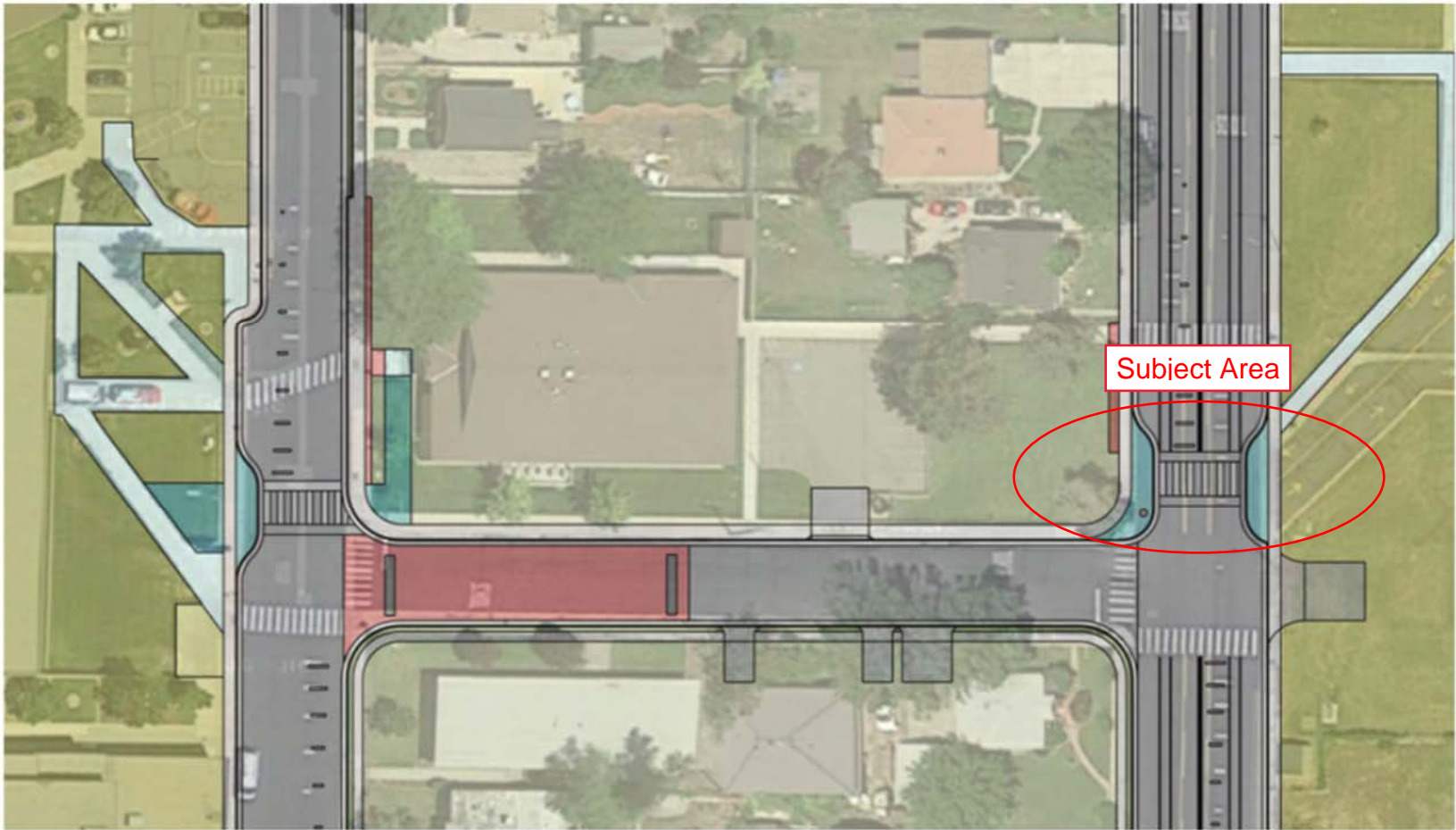
The Support Services division began analyzing the crosswalks and bus pick-up and drop-off zones in early 2015 at the Cyprus/Brockbank campuses in an effort to aid in student safety as the 9-12 grade configuration gets implemented.

A new bus drop-off zone as well as improvements to the east/west crosswalk at 8560 West in front of Brockbank are required. Salt Lake County also agreed that these improvements were required. Granite School District designed and bid the work as an alternate. The \$63,000 of improvements in the right of way are to be paid by the County. The attached interlocal agreement provides the means for the County to pay for the work to be completed by our contractor.

Board approval is required and I have attached the agreement and conceptual drawings for reference. We anticipate bidding the project in late August.

Respectfully,

Donald Adams  
Assistant Superintendent, Support Services

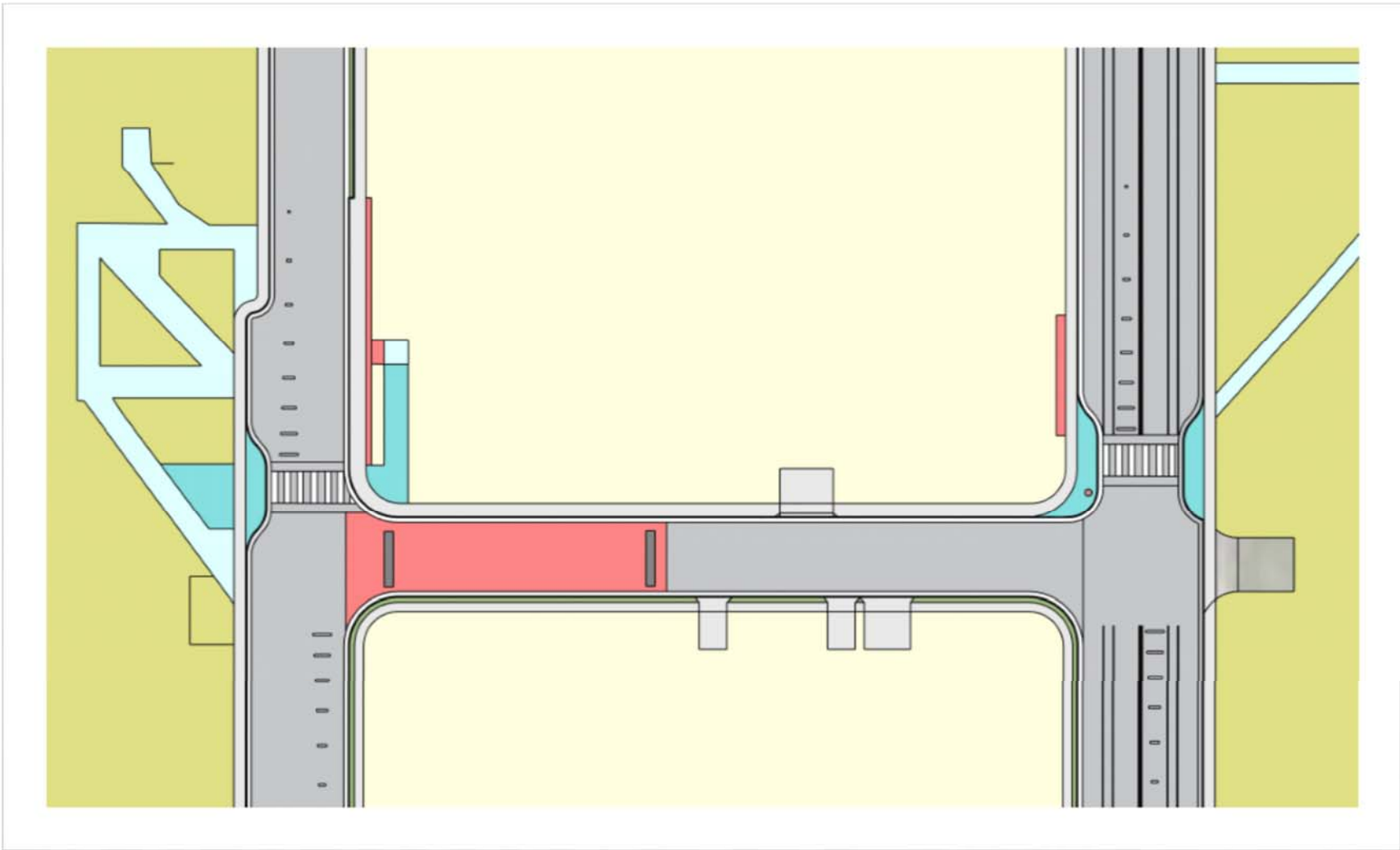


# Cyprus High School

ROAD CLOSURE, RESTRIPIING, AND STREET CROSSING IMPROVEMENTS

Concept Drawing – Not for construction

- Existing Walkway
- New Walking Surface
- Closure
- School Property
- Residential/Seminary



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**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**GRANITE SCHOOL DISTRICT and SALT LAKE COUNTY**  
**Re: Cyprus High School and Brockbank Junior High School**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Agreement”), by and between Salt Lake County, a body corporate and politic of the State of Utah (the “County”), and the Board of Education of Granite School District, a body corporate and politic of the State of Utah (the “District”). The District and the County may be referred to collectively as the “Parties” and individually as a “Party.”

**RECITALS:**

WHEREAS, the Parties are local governmental units and “public agencies” that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the “Interlocal Act”), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, the District currently owns and operates Cyprus High School and Brockbank Junior High School within the County (the “Schools”); and

WHEREAS, the current traffic patterns and usage of the Schools has created concerns regarding congestion and safety for the students, parents, and commuters on roads near the Schools; and

WHEREAS, the District and the County desire to modify the current ingress, egress, and general traffic flow to improve safety at the Schools and adjacent roadways (the “Work”); and

WHEREAS, the Parties have determined that it would be in the public interest to cooperate with each other to ensure that the Work is completed; and

WHEREAS, the Parties desire to cooperate with each other in funding and sharing the costs of the Work such that the District has agreed to plan, fund, perform, and supervise the Work in exchange for the County's promise to pay a certain amount towards the cost of the Work; and

WHEREAS, the Parties desire to enter into an agreement in compliance with the Interlocal Act whereby their respective responsibilities concerning the Work are specifically set forth.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and the above recitals which are incorporated by reference, the sufficiency of such consideration is hereby acknowledged, the Parties hereby agree as follows:

1. **Work.** The District shall design, plan, demolish, construct, and complete certain modifications and improvements to the existing roadways, ingress and egress, traffic patterns, etc. on the District's property and to a lesser extent on County-owned roadways and easements to improve safety and decrease traffic congestion as generally set forth in the Scope of Work, attached hereto as Exhibit A. The budget for the Work shall be determined by the District and is set forth in Exhibit A, subject to changes from time to time.

2. **Funding of Work Costs.** The County shall pay Sixty-Three Thousand Dollars (\$63,000.00) towards the costs of the Work (the "County's Contribution"). The Parties expressly acknowledge that District will be responsible for all of the costs of the Work other than the County's Contribution. Notwithstanding the foregoing, the Parties will be responsible for their respective transaction costs including attorney fees.

3. **Payment.** Upon the substantial completion of the Work, the District shall give the County written notice of substantial completion of the Work (the "Notice of Completion").

The District shall substantially complete the Work and give Notice of Completion to the County no later than August 30, 2016, unless extended as agreed in a writing executed by the Parties.

The County shall pay to the District the County Contribution within 30 days of the Notice of Completion. Interest shall accrue on all past due amounts, including the County's Contribution, at 12% per year until paid in full.

4. **District Powers and Responsibilities.** The Parties acknowledge the District shall otherwise be responsible for all matters pertaining to the Work, including planning, design and construction, and funding other than as set forth in paragraph 2 above. The District shall have full authority and discretion to design, construct, and complete the Work.

5. **Interlocal Cooperation Act Requirements.** 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.

6. **Administrator.** Pursuant to UCA § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by an administrator (the “Administrator”). The Administrator shall be Donald L. Adams and any change thereafter by the District shall be made in writing and notice of which shall be given to the County. The Administrator, in the Administrator’s sole capacity, shall supervise all aspects of the Work, including any designing, planning, permitting, funding, budgeting, contracting, and supervising of the Work. However, the creation, operation, governance, and fiscal procedures for the project are governed by the Interlocal Act. Other than as set forth herein, a governing board or any other voting board or activity or mechanism is not contemplated and not needed for the performance of this Work and to conduct this joint undertaking.

7. **Ownership.** The Parties acknowledge and agree that the Parties will own and control only that portion of the Work that is located on their respective property, rights of way or easements, and that any maintenance, repair or replacement of the same going forward will lie with the respective owner of the property on which such improvements are located. The Parties hereby disclaim and waive any ownership, rights, rights of way, or other interest in the Work other than that which is on the Parties’ respective property.

8. **License.** The County hereby grants the District license, for the duration of this Agreement, to enter upon, access, and use County property as is reasonably necessary to complete the Work including staging and storage. This license expires upon the expiration of this Agreement.

9. **Term and Duration.** Pursuant to UCA §§ 11-13-202(2), -202.5(3) and -209, this Agreement shall be effective upon the last of the following to occur: (a) the Agreement has been properly approved by both parties, (b) the Agreement has been submitted to attorneys representing both parties for review as to proper form and compliance with applicable law, and

(c) the Agreement has been filed with the keeper of records of each of the parties. This Agreement shall terminate upon the substantial completion of the Work and the County's payment of the County Contribution.

10. **Acquisition and Disposition of Property.** Aside from the status quo, real or personal property will not be acquired or held pursuant to this Agreement or the Work. Upon the complete or partial termination of this Agreement, there will be no need to dispose of or convey the improvements to be constructed or acquired pursuant to this Agreement because the improvements will be owned by the owner of the property on which such improvements are located.

11. **Termination and Withdrawal.** Pursuant to UCA § 11-13-206(1)(e), the Parties agree that this Agreement may only be terminated prior to the expiration of the term with cause, by the non-defaulting Party providing at least thirty (30) days prior written notice to the other Party and upon the other Party's failure within the said thirty (30) day period to cure the default or, if the default cannot reasonably be cured within said period, the defaulting party's failure (i) to initiate good faith efforts to cure the default within said thirty (30) day period, (ii) to diligently prosecute these efforts, and (iii) to cure the default within a reasonable time thereafter. In the event of a failure by the defaulting party to effect a cure within said thirty (30) day period (or such longer period as may reasonably be required to effect the cure), an accounting and equitable adjustment may be made of all property and funds, whether spent, unspent or encumbered, as of the effective date of termination provided, however, that the default is not a default by the County in making the County Contribution, the payment of which may specifically be enforced by the County.

Other than by termination as set forth above, a Party may not withdraw from this Agreement or its obligations hereunder.



12. **Notice.** All notices required herein shall be sent as follows. Notices to the

County shall be addressed to:

Salt Lake County  
Flood Control Engineering  
Attention: John Miller  
2001 South State Street N3-600  
Salt Lake City, UT 84114

with a copy to:

Salt Lake County  
District Attorney's Office  
2001 South State Street S3-600  
Salt Lake City, Utah 84114

Notices to the District shall be addressed to:

Granite School District

Attention: Donald L. Adams  
2500 South State Street  
Salt Lake City, Utah 84115  
Email: dladams@graniteschools.org

with a copy to:

Matthew L. Anderson  
Fabian Clendenin  
215 South State, Suite 1200  
Salt Lake City, Utah 84111  
manderson@fabianlaw.com

A Party may change its notice address upon a written notice of the same to the other Party.

13. **Amendment.** The Parties may amend this Agreement only by a writing executed by the Parties.

14. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

15. **Counterparts.** This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

16. **No Agency.** Officers, employees, representatives or agents of each Party shall not be deemed to be agents of the other party.

17. **Governmental Immunity.** The Parties are governmental entities under the Governmental Immunity Act of Utah (the "Immunity Act"), Title 63G, Chapter 7, Utah Code

Annotated. Consistent with the waivers and retentions of immunity found in the Immunity Act which apply to all functions of government, no matter how labeled, the parties agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its own officers, employees or agents. By entering into this Agreement, neither Party waives any defenses otherwise available under the provisions of the Immunity Act nor does any Party waive any limits of liability currently provided by the Act. The Parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this Agreement.

18. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

19. **Attorney Fees.** The breaching party shall pay all of the non-breaching party's costs and attorney fees incurred in enforcing this Agreement.

20. **Authority.** The Parties each represent and warrant, respectively, that each is authorized to enter into this Agreement and that legislative approval of this Agreement is not required or that if it is required, such approval has already been obtained.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the Parties have each has caused this Agreement to be signed by its respective officers who are duly authorized to execute the same.

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor or designee

Recommended for Approval:

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

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

Approved as to form:

By: \_\_\_\_\_  
Angela Lane,  
Deputy District Attorney

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

BOARD OF EDUCATION OF GRANITE  
SCHOOL DISTRICT, a body corporate and politic  
of the State of Utah

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

Name: Terry H. Bawden

Its: President

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

Name: David F. Garrett

Its: Business Administrator/Treasurer

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

Dr. Martin W. Bates

Its: Superintendent

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

Donald L. Adams

Its: Assistant Superintendent/ Office of Support  
Services

Approved as to form

\_\_\_\_\_  
Attorney for Granite School District

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

**EXHIBIT A**  
**SCOPE OF WORK**

DRAFT