

**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: April 20, 2011

AGENDA ITEM: Approve Resolution No. 11-11 approving Amendment No. 2 to Inter Local Agreement for Public Works Services regarding Storm Drain Cleaning.

PUBLIC HEARING REQUIRED – YES **NO**

ORDINANCE RESOLUTION X

PRESENTER: John Inch Morgan

ISSUE SUMMARY: Consideration of approval for Resolution No. 11-11 approving Amendment No. 2 to Inter local Agreement for Public Works Services regarding Storm Drain Cleaning in the amount of \$250,000.00.

COMMISSION / ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION: N/A

CITY ATTORNEY (Approved as to form): N/A

ATTACHMENTS: Resolution No. 11-11
Interlocal Cooperative Agreement

ACTION REQUIRED: Council Approval

TAYLORSVILLE, UTAH
RESOLUTION NO. 11-11

**A RESOLUTION OF TAYLORSVILLE APPROVING AMENDMENT NO. 2 TO
AN INTERLOCAL COOPERATIVE AGREEMENT FOR PUBLIC WORKS
SERVICES/2010 STORM DRAIN CLEANING**

WHEREAS, the Taylorsville City Council ("*Council*") met in regular meeting on April 20, 2011, to consider, among other things, approving Amendment No. 2 to an Interlocal Cooperative Agreement for Public Works Services/2010 Storm Drain Cleaning; and

WHEREAS, the Utah Interlocal Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the "*Act*") provides that two or more government entities are authorized to enter into agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, Salt Lake County ("*County*") and Taylorsville are governmental entities as contemplated by the Act; and

WHEREAS, the County and Taylorsville are authorized to provide public works; and

WHEREAS, the entities have prepared for approval and execution Amendment No. 2 to Interlocal Cooperative Agreement ("*Agreement*") that provides, among other things, the purpose thereof and the extent of required participation of the parties and the rights, duties, and responsibilities and obligations of the parties in the conduct of public works; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Taylorsville to enter into the Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Agreement be approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the Agreement.

This Resolution, assigned No. 11-11, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this 20th day of April, 2011.

TAYLORSVILLE CITY COUNCIL

By: _____
Jerry Rechtenbach, Chairman

VOTING:

Bud Catlin	Yea	___	Nay	___
Larry Johnson	Yea	___	Nay	___
Dama Barbour	Yea	___	Nay	___
Morris Pratt	Yea	___	Nay	___
Jerry Rechtenbach	Yea	___	Nay	___

PRESENTED to Mayor of Taylorsville for his approval this 20th day of April, 2011.

APPROVED this _____ day of _____, 2011.

Russ Wall, Mayor

ATTEST:

Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ___ day of _____, 2011.

RECORDED this ___ day of _____, 2011.

**AMENDMENT No. 2 TO
INTERLOCAL COOPERATION AGREEMENT
FOR
PUBLIC WORKS SERVICES
CITY OF TAYLORSVILLE
*2010 Storm Drain Cleaning***

THIS AGREEMENT is made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY ("COUNTY"), a body corporate and politic of the State of Utah, and CITY OF TAYLORSVILLE ("CITY"), a municipal corporation under the laws of the State of Utah.

WITNESSETH:

WHEREAS, the CITY desires to contract with the COUNTY for the public works services described in *Exhibit A*, attached hereto; and

WHEREAS, the parties are local government units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. The COUNTY, through its Public Works Department, Operations Division, will provide to CITY the services described in *Exhibit A*. The COUNTY will complete the services on or before June 30, 2012, unless weather or other circumstances beyond the control of COUNTY prevent completion of the services by such date. All services shall be performed to COUNTY standards for work performed on COUNTY projects.

2. The CITY shall reimburse the COUNTY for the actual cost of the services performed under this agreement, which shall include all costs incurred by the COUNTY including labor, equipment, materials and administrative costs. Upon completion of the services, the COUNTY shall send CITY an invoice for the services which the CITY agrees to pay within thirty (30) days; provided, however, that the total amount paid by the CITY shall not exceed the amount on *Exhibit A* without approval of the Taylorsville City Council.

3. The Parties agree that the CITY shall determine the amount of services to be provided by the COUNTY, under *Exhibit A*, and the contract amount may accordingly be adjusted to reflect the actual amount of services requested. However, the CITY agrees that it will pay the COUNTY at least that minimum amount in the contract year as is set out in *Exhibit A*, in order to cover the COUNTY's base costs of providing CITY services.

4. The CITY and COUNTY are governmental entities under the Utah Governmental Immunity 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, officers 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. 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.

5. No separate entity is created by this agreement; however, to the extent that any administration of this agreement becomes necessary, then the public works directors of both parties, or their designees, shall constitute a joint board for such purpose.

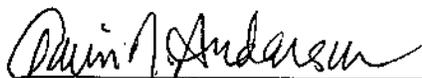
6. This agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names hereon and caused this agreement to be duly executed on the _____ day of _____, 2011.

SALT LAKE COUNTY

By _____
Mayor or Designee

Approved as to form and legality



Deputy District Attorney

Date: 13 April 2011

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Exhibit "A"

STORM DRAIN CLEANING AS DIRECTED BY THE CITY	\$250,000.00
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