

**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: September 19, 2012

AGENDA ITEM: Approve Resolution No. 12-35 approving amendment and renewal No. 3 of an interlocal agreement with the Salt Lake County for Public Works Services in the amount of \$250,000.00 for Storm Drain Cleaning Services.

PUBLIC HEARING REQUIRED – YES ___ NO X

ORDINANCE **RESOLUTION** X

PRESENTER: John Inch Morgan

ISSUE SUMMARY: Consideration of approval for Resolution No. 12-35 and amendment and renewal No. 3 of an interlocal agreement with Salt Lake County for Public Works Services in the amount of \$250,000.00 for Storm Drain Cleaning Services.

COMMISSION / ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION: N/A

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

ATTACHMENTS: Resolution No. 12-35
Amendment and Renewal No. 3 Agreement

ACTION REQUIRED: Council Approval

TAYLORSVILLE, UTAH
RESOLUTION NO. 12-35

A RESOLUTION OF THE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF TAYLORSVILLE AND SALT LAKE COUNTY PUBLIC WORKS SERVICES 2012-2013 STORM DRAIN CLEANING IN THE AMOUNT OF \$250,000.00

WHEREAS, the Taylorsville City Council ("*Council*") met in regular meeting on September 19, 2012, to consider, among other things, approving an Interlocal Agreement between the City of Taylorsville and Salt Lake County Public Works Services 2012-2013 storm drain cleaning; and

WHEREAS, the Utah Interlocal Cooperative Act (UTAH CODE ANN. 11-13-101, *et seq.*) (the "*Act*") provides that any two government entities are authorized to enter into agreements with each other upon resolution to do so by the respective governing bodies to do what each agency is authorized by law to perform; and

WHEREAS, Salt Lake County Public Works Services and the City of Taylorsville are government entities as contemplated in the Act; and

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

This Resolution, assigned No. 12-35, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this _____ day of September _____, 2012.

TAYLORSVILLE CITY COUNCIL

Jerry Rechtenbach, Chairman

SEAL

VOTING:

Dama Barbour	_____ Yea	_____ Nay
Ernest Burgess	_____ Yea	_____ Nay
Larry Johnson	_____ Yea	_____ Nay
Kristie Overson	_____ Yea	_____ Nay
Jerry Rechtenbach	_____ Yea	_____ Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this ____ day of April, 2012.

APPROVED this ____ day of September, 2012.

ATTEST:

Mayor Russ Wall

Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ____ day of September, 2012.

RECORDED this ____ day of September, 2012.

**AMENDMENT AND RENEWAL NO. 3
AGREEMENT FOR PUBLIC WORKS SERVICES
SALT LAKE COUNTY
AND
CITY OF TAYLORSVILLE**

Storm Drain Cleaning 2012-2013

THIS AMENDMENT amends a prior interlocal agreement between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and CITY OF TAYLORSVILLE (the "CITY"), a municipal corporation of the State of Utah; and is made and entered into this ____ day of _____, 2012.

RECITALS

1. The parties entered into an agreement on July 1, 2009, pursuant to the Utah Interlocal Cooperation Act, under which the COUNTY would provide services to the CITY (the "SERVICES").
2. Pursuant to the terms of the original agreement, the parties hereby agree to amend and extend that agreement for the period set out herein and based on the rates and services set out in a revised Exhibit "A," attached hereto.

AGREEMENT

1. The nature of the SERVICES provided under this amendment and the charges for the SERVICES is set forth in Exhibit "A," which is made a part of and incorporated into this amendment by reference, replacing the original Exhibit "A" in the initial contract.
2. The original agreement of the parties is amended to extend the term of SERVICES under this amendment through June 30, 2013.
3. Except as specifically amended herein, all of the original terms and provisions of the agreement of the parties shall remain in full legal force and effect.

4. The parties acknowledge that this amendment is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage, and archive this amendment in accordance with the provisions of that Act.

IN WITNESS WHEREOF, the parties do execute this amendment on the day and year first above written.

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By [Signature]
Deputy District Attorney
Date 25 July 2012

SALT LAKE COUNTY

By _____
Mayor or Designee

CITY OF TAYLORSVILLE

Approved as to legal form:

City Attorney

By _____
Mayor or Designee

Attest:

City Recorder

EXHIBIT "A"

CITY OF TAYLORSVILLE

JULY 2012 - JUNE 2013

STORM DRAIN CLEANING AS DIRECTED BY THE CITY

\$250,000

The County shall promptly notify the City of any expenditure decision (or a series of expenditure decisions when viewed as a whole would reasonably constitute one decision) by the County or Public Works that would result in a Contract Price that would exceed the Total Estimated Cost as set forth above. Further, the scope of the Services may be modified and adjusted to reflect costs incurred by the County with respect to the Services.

The CITY shall reimburse the County for the total actual cost of the work performed, including labor, equipment, materials, and indirect costs, if any, as outlined in the contract.