

**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: June 18, 2014

AGENDA ITEM: Approve the Amendment and Renewal No. 5 of an Interlocal Agreement and Resolution No. 14-18 for Storm Drain Maintenance Services for Fiscal Year 2014/2015.

PUBLIC HEARING REQUIRED – NO

RESOLUTION – YES

PRESENTER: John Taylor

ISSUE SUMMARY: Consideration of approval for Resolution No. 14-18 and Amendment and Renewal No. 4 of an Interlocal Agreement between the City of Taylorsville and Salt Lake County for Storm Drain Maintenance Services in the amount of \$250,000.

COMMISSION / ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION: N/A

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

ATTACHMENTS: Resolution No. 14-18
Amendment and Renewal No. 5 Agreement

ACTION REQUIRED: Council Approval

TAYLORSVILLE, UTAH
RESOLUTION NO. 14-18

**A RESOLUTION OF TAYLORSVILLE APPROVING AMENDMENT AND
RENEWAL NO. 5 OF AN INTERLOCAL COOPERATIVE AGREEMENT FOR
PUBLIC WORKS 2014/2015 STORM DRAIN MAINTENANCE IN THE
AMOUNT OF \$250,000.00**

WHEREAS, the Taylorsville City Council (“*Council*”) met in regular meeting on June 18, 2014, to consider, among other things, approving Amendment No. 5 to an Interlocal Cooperative Agreement for Public Works 2014/2015 Storm Drain Maintenance in the amount of \$250,000.00; 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. 5 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. 14-18, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this _____ day of _____, 2014.

TAYLORSVILLE CITY COUNCIL

By: _____
Kristie S. Overson, Chairman

VOTING:

Daniel Armstrong	Yea	___	Nay	___
Dama Barbour	Yea	___	Nay	___
Ernest Burgess	Yea	___	Nay	___
Brad Christopherson	Yea	___	Nay	___
Kristie S. Overson	Yea	___	Nay	___

PRESENTED to Mayor of Taylorsville for his approval this _____ day of _____, 2014.

APPROVED this _____ day of _____, 2014.

Mayor Lawrence Johnson

ATTEST:

Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this _____ day of _____, 2014.

RECORDED this _____ day of _____, 2014.

**AMENDMENT AND RENEWAL NO. 5
AGREEMENT FOR PUBLIC WORKS SERVICES
SALT LAKE COUNTY
AND
CITY OF TAYLORSVILLE**

Storm Drain Cleaning 2014-2015

THIS AMENDMENT is made this ____ day of _____, 2014, and amends an existing interlocal agreement between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and the CITY OF TAYLORSVILLE (the "CITY"), a municipal corporation of the State of Utah.

RECITALS

A. The parties entered into an agreement on July 1, 2009, pursuant to the Utah Interlocal Cooperation Act, under which the COUNTY would provide certain public works services (the "SERVICES) to the CITY.

B. Pursuant to the terms of the original agreement, the parties hereby agree to amend and extend that agreement for the period set forth herein and based on the rates and services set forth 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 Exhibit "A" in the original agreement.

2. The original agreement of the parties is amended to extend the term of SERVICES under this amendment through June 30, 2015.

3. Except as specifically amended, all of the 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.

SALT LAKE COUNTY

By _____
Mayor or Designee

CITY OF TAYLORSVILLE

By _____
Title _____

Attest:

City Recorder

APPROVED AS TO FORM
District Attorney's Office
By: _____
Deputy District Attorney
Print Name: _____
Date: 30 May 2014

Exhibit A
Taylorsville City
Storm Drain Maintenance
July 1, 2014 - June 30, 2015

Contract item	Amount
Storm Drain Cleaning	\$ 250,000
Total:	\$ 250,000

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.

PW Services Contract \$ 1,681,250
Storm Drain Contract \$ 250,000
Street Light Maintenance Contract \$ 90,000