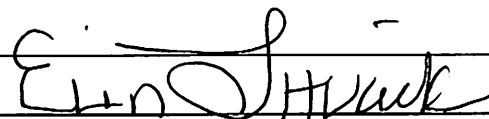


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	
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Date of Request	06/15/2017
Requesting Staff Member	Tamaran Woodland
Requested Council Date	06/27/2017
Topic/Discussion Title	A Resolution of the Salt Lake County Council Approving Execution of an Interlocal Cooperation Agreement with Midvale City for the Bingham Junction Channel Project.
Description	Bingham Junction Channel Repairs Project. City to contract with a qualified firm to complete the work and remediate all erosion issues with the rock lined channel and surrounding area. City and County to coordinate during the work. County to reimburse the City up to \$67,235.
Requested Action¹	Approval of Resolution
Presenter(s)	Tamaran Woodland
Time Needed²	5 minutes
Time Sensitive³	No
Specific Time(s)⁴	N/A
Contact Name & Phone	Tamaran Woodland, 385-468-6632
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
MIDVALE CITY FOR THE BINGHAM JUNCTION CHANNEL PROJECT.

WITNESSETH

WHEREAS, the parties are local governmental 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; and

WHEREAS, County and Midvale City ("City") entered into an interlocal cooperation agreement dated June 2, 2010 to set forth their continual obligations in maintaining the Bingham Junction Project Area; and

WHEREAS, that Agreement specified that the County would be responsible for the "maintenance of the rock lined flood control channel, but only the rock lined channel, within the easement property pursuant to its statutory duties to provide flood control within Salt Lake County"; and

WHEREAS, that Agreement provides that the City shall be "solely responsible for the maintenance of the landscaped portion of the easement property located outside of the rock lined area of the flood control channel"; and

WHEREAS, significant erosion in the channel has made it necessary to complete repairs to the channel and surrounding area (the "Work"); and

WHEREAS, City and County have agreed for City to perform the Work, and that the County shall reimburse the City for County's share of the cost, as set forth in the Agreement; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL:

By: _____
Steve DeBry, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

Angela Lane

Angela Lane
Deputy District Attorney

Date: 06/15/17

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

EXHIBIT 1
INTERLOCAL AGREEMENT



Contract Number: PN17102C Version: 1 Desc: FCE BingJuctChannel Repairs
Supplier Name: MIDVALE CITY CORP
Comments: FCE- Interlocal- Bingham Junction Channel Repairs Project. City to contract with a qualified firm to complete the work and remediate all erosion issues with teh rock lined channel and surrounding area. City and County to coordinate during the work. County to reimburse the City up to \$67,235. Term for 1 year to 06/08/2018
Contract Amount: \$67,235.00
Agency Name: Capital Improvements
Period Performance from 6/9/2017 to 6/8/2018
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: KEldridge

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MIDVALE

for

Bingham Junction Channel Repairs Project

* * *

THIS AGREEMENT is made this 9th day of June, 2017, by and between SALT LAKE COUNTY, on behalf of its Engineering and Flood Control Division, a political subdivision of the State of Utah (the "County"); and MIDVALE CITY, a municipal corporation of the State of Utah (the "City"). The County and the City are sometime jointly referred to as the "Parties."

RECITALS:

WHEREAS, the parties are local governmental 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; and

WHEREAS, County and City entered into an interlocal cooperation agreement dated June 2, 201^{TW}0 to set forth their continual obligations in maintaining the Bingham Junction Project Area; and

WHEREAS, that Agreement specified that the County would be responsible for the "maintenance of the rock lined flood control channel, but only the rock lined channel, within the easement property pursuant to its statutory duties to provide flood control within Salt Lake County"; and

WHEREAS, that Agreement provides that the City shall be “solely responsible for the maintenance of the landscaped portion of the easement property located outside of the rock lined area of the flood control channel”; and

WHEREAS, significant erosion in the channel has made it necessary to complete repairs to the channel and surrounding area (the “Work”); and

WHEREAS, the Parties desire to enter into an agreement whereby their respective responsibilities concerning the Work are specified.

AGREEMENT:

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

ARTICLE ONE – RESPONSIBILITIES OF PARTIES

1.1 The City will contract with a qualified firm (“Contractor”) to complete the Work and remediate all erosion issues with the rock lined channel and surrounding area.

1.2 The Parties agree to coordinate with each other during the Work. The City will update the County as to the progress upon request of the County.

1.3. The City will provide construction administration and inspection services for the Work. The City agrees to administer all aspects of the Work in good faith and shall protect the County’s interests throughout the completion of the Work in the same manner as it protects its own interests.

1.4. The County shall reimburse the City for the costs incurred by the County for the Work as provided below:

a. The City shall pay the construction costs of the Work, and will be reimbursed by County for its proportionate share of construction costs as found in the

margin of the Cost Estimate, attached hereto as Exhibit A and incorporated by reference. The County's contribution towards this Work shall be not-to-exceed Sixty-Seven Thousand Two Hundred Thirty-Five Dollars (\$67,235.00). In the event that greater funds are necessary to complete the project, City will contact County for further consultation. County will not be held responsible for further contributions except as agreed in a writing signed by both parties.

b. The City will send to the County monthly invoices based on the percentage of the Work completed and according to the Cost Estimate, attached hereto as Exhibit A, and incorporated by reference. Said invoice will detail the billing rates, whether hourly, daily or other, the work performed, by whom and on what dates, and other costs and be billed to County. The County will pay such undisputed invoices to City within thirty (30) days.

ARTICLE TWO - GENERAL PROVISIONS

2.1. **TERM.** This Agreement shall take effect upon execution and terminate one year after execution.

2.2. **LIABILITY.** The City and the County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. 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.

2.3. **INDEMNIFICATION.** The City agrees to indemnify and hold the County, 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), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of City, its officers, agents, and employees.

The County agrees to indemnify and hold the City, 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), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of County, its officers, agents, and employees.

2.4. REQUIRED INSURANCE POLICIES. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

2.5. TERMINATION. This agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. If either party terminates the agreement once the Contractor has begun performing the Work, the terminating party will pay the non-terminating Party the estimated cost of assuming the terminating Party's responsibilities as found in Paragraph 1.4 of this Agreement. Payment will be made prior to the Agreement's termination.

2.6. NOTICES. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

The City: Midvale City
 ATTN: City Manager

7505 S Holden St
Midvale, UT 84047

The County: Salt Lake County
ATTN: Director, Division of Flood Control & Engineering
2001 South State Street, N3-120
Salt Lake City, Utah 84190

2.7. AGENCY. No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The County acts as an independent contractor, and is not an employee or agent of the City.

2.8. FORCE MAJEURE. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

2.9. NO OBLIGATIONS TO THIRD PARTIES. The Parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

2.10. GOVERNING LAW. The laws of the State of Utah govern all matters arising out of this Agreement.

2.11. 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.

2.12. COUNTY ETHICAL STANDARDS. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

2.13. ENTIRE AGREEMENT AND AMENDMENT. 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.

2.14. ASSIGNMENT. Neither party shall assign any rights or obligations it has under this Agreement without prior consent of the other.

2.15. INTERLOCAL COOPERATION ACT. 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. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

SALT LAKE COUNTY -

By 
Mayor or Designee


Date: 6/9/17

SALT LAKE COUNTY
ADMINISTRATIVE APPROVAL:

By: 
Kade Moncur,
Division Director

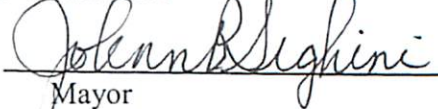
Date: 6/8/2017

SALT LAKE COUNTY
APPROVAL AS TO FORM:

By: 
Angela Lane,
Deputy District Attorney

Date: 5/11/17

MIDVALE CITY

By 
Mayor

Date: 5-19-17

ATTEST


Deputy City Recorder

MIDVALE CITY
APPROVAL AS TO FORM:

By: 
City Attorney

Date: 5/17/17



EXHIBIT A
COST ESTIMATE



NOLAND & SON CONSTRUCTION

To:	Midvale City Corp	Contact:	Phil Hill		
Address:	655 West Center Street	Phone:	8012562574		
	Midvale, UT 84047	Fax:	8013529854		
Project Name:	Midvale Scour Repair Project	Bid Number:	1		
Project Location:	7200 S. & Jordan River (Near FL Smidth) Building, Midvale, UT	Bid Date:	1/23/2017		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

MOB.

1	Mobilization	1.00	LS	\$2,535.00	\$2,535.00
Total Price for above MOB. Items:					<u>\$2,535.00</u>

SWPPP

2	SWPPP - NOI	1.00	LS	\$300.00	\$300.00
3	SWPPP - Weekly Inspections	3.00	EACH	\$125.00	\$375.00
4	SWPPP - Inlet Protection	1.00	LS	\$375.00	\$375.00
5	SWPPP - Silt Fencing	250.00	LF	\$2.50	\$625.00
6	SWPPP - Sweeping Of Roadway	1.00	LS	\$1,111.00	\$1,111.00
Total Price for above SWPPP Items:					<u>\$2,786.00</u>

Channel Improvements

7	Bypass Pumping Of Channel Flows - Does Not Include Bypassing For Q = 100 CFS Flows - Assumes Work To Happen Early This Spring Before Runoff Begins	1.00	LS	\$21,340.00	\$21,340.00
8	Clear And Grub - Grubbings To Be Spread Out On-site To Decompose	1.00	LS	\$2,608.00	\$2,608.00
9	Excavate Channel For Improvements	100.00	LF	\$43.00	\$4,300.00
10	Excavate For Pool	2.00	EACH	\$1,410.00	\$2,820.00
11	Place Orange Demarcation Fabric	1.00	LS	\$1,980.00	\$1,980.00
12	Place 1' Of Granular Filter Material	40.00	CY	\$89.50	\$3,580.00
13	Place 12" Rip Rap (Min.) 3' Thick In Pool Areas	55.00	CY	\$110.00	\$6,050.00
14	Place 18" Rip Rap (Min.) 3' Thick Along Channel	100.00	CY	\$146.00	\$14,600.00
15	Install 4' Boulders To Construct (2 Ea.) Cross Vanes - As Per Detail A & B	20.00	EACH	\$545.00	\$10,900.00
16	Repair Bank, (South Side) @ Approx. Sta. 25+00 - Including 1' Compacted Backfill At Max 2:1 With Min. 3' Of 18" Angular Rip Rap - Rip Rap Material Is Included In Qty. For Bid Item # 14	1.00	EACH	\$2,302.00	\$2,302.00

Total Price for above Channel Improvements Items: \$70,480.00

Restoration

17	Restoration Of Construction Area And Channel - Topsoil, Grading, Re-seeding, Straw/Coconut Blankets	1.00	LS	\$3,575.00	\$3,575.00
18	Hauloff Grubbings - If Needed	1.00	LOAD	\$620.00	\$620.00
19	TCLP Testing Of Native Soils	1.00	LS	\$1,847.00	\$1,847.00
20	Hauloff Of Excess Excavated Native Material - Hauloff To SL County Landfill - RCRA Subtitle D Facility - Hauloff Assumes Tested Soil Will Not Exceed 5 Mg/L - If Soil Exceeds 5 Mg/L It Will Have To Be Hauled To Clean Harbor - Pricing Will Have	400.00	TON	\$50.25	\$20,100.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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To Be Negotiated

Total Price for above Restoration Items: \$26,142.00

Total Bid Price: \$101,943.00

Notes:

• Exclusions:

- 1) Engineering & Survey
- 2) Compaction Testing & Proctors
- 3) Video Inspection of New Lines
- 4) Haulaway of Excess Excavated Materials

Payment Terms:

This is an estimate only - billing will reflect actual quantities installed at unit prices quoted.

Written proof of funding for the project must be provided prior to any work commencing.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Noland & Son Construction Co., Inc.

Authorized Signature: TT

2/1/17

Estimator: Tony Treasure

(801) 566-7219 Tony@nolandconstruction.com