# 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)	

	<u> </u>
Date of Request	4/10/2018
Requesting Staff Member	Alison Weyher
Requested Council Date	Next available
Topic/Discussion Title	A Resolution of the Salt Lake County Council Approving Execution of an Interlocal Cooperation Agreement with Salt Lake City for the Construction of the Wasatch Hollow Flood Control Access Landscape Improvement Project.
Description	Salt Lake City recently completed work at Wasatch Hollow Park, including trail improvements. Some changes are needed to accommodate Salt Lake County Flood Control crews. Salt Lake City paid for the design, and will pay for the bidding process and construction management of the project. Salt Lake County Flood Control would like to contribute \$30,000 to the construction of the improvements.
Requested Action <sup>1</sup>	Approval of Resolution
Presenter(s)	Tamaran Woodland, x 86632 Project Manager Kade Moncur, director Flood Control and Engineering
Time Needed <sup>2</sup>	5 minutes
Time Sensitive <sup>3</sup>	No
Specific Time(s) <sup>4</sup>	N/A
Contact Name & Phone	Tamaran Woodland, 385-468-6632 Kade Moncur
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	My
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<sup>&</sup>lt;sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>&</sup>lt;sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>&</sup>lt;sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>&</sup>lt;sup>4</sup> If important to schedule at a specific time, list a few preferred times.



A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE CITY CORPORATION FOR THE WASATCH HOLLOW FLOOD CONTROL ACCESS LANDSCAPE IMPROVEMENT PROJECT.

## WITNESSETH

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 City contracted for the design of the Wasatch Hollow Flood Control Access Landscape Improvement Project (the "Project"); and

WHEREAS, the City will be contracting for the construction of the Project; and

WHEREAS, the County and the City have determined the Project to be in both Parties' interests, and desire to share costs for the construction of the Project; and

WHEREAS, the County and the City desire to enter into an agreement to construct the Project, and to enable the County to contribute towards the cost of the construction of the Project; 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	, 2018
AFFROVED and ADOFFED his	uay oi	, 2010

# SALT LAKE COUNTY COUNCIL: By: Aimee Winder-Newton, Chair Date: ATTEST: Sherrie Swensen Salt Lake County Clerk APPROVED AS TO FORM: Inaela Jane Angela Lane Deputy District Attorney Date: 03/01/18 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

County	Contract No.
	District Attorney No. 17-10249

## INTERLOCAL AGREEMENT

between

SALT LAKE COUNTY

RECORDED

MAR 2 3 2018

CITY RECORDER

and

# SALT LAKE CITY

Construction of the Wasatch Hollow Flood Control Access Landscape Improvement Project

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THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by the between SALT LAKE COUNTY (the "County"), and SALT LAKE CITY CORPORATION (the "City"). The County and the City are sometimes referred to as the "Parties."

## RECITALS

WHEREAS, the City contracted for the design of the Wasatch Hollow Flood Control Access Landscape Improvement Project (the "Project"); and

WHEREAS, the City will be contracting for the construction of the Project; and

WHEREAS, Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Act"), authorizes public agencies to enter into joint agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the County and the City have determined the Project to be in both Parties' interests, and desire to share costs for the construction of the Project; and

WHEREAS, the County and the City desire to enter into an agreement to construct the Project, and to enable the County to contribute towards the cost of the construction of the Project.

## **AGREEMENT**

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

1. <u>Project</u>. The Project, as set forth in Appendix A, attached hereto and incorporated herein, shall be bid by the City. The City will contract with the selected contractor, who will be

a qualified contractor, to perform the construction of the Project. The City will coordinate with the County during the construction of the Project.

- 2. <u>Finance</u>. The estimated cost of the Project is \$30,408.00, as set forth in Appendix B attached hereto and incorporated by reference. The County shall contribute not-to-exceed Thirty Thousand Dollars (\$30,000) to the City to assist the City in procuring and paying for the necessary services to construct the Project. The City shall provide the County with an invoice for this cost, which invoice the County shall pay within 30 days of receipt. In the event that greater funds are necessary to complete the Project, the City will contact the County for further consultation. The County will not be held responsible for further contributions except as agreed in a writing signed by both Parties.
- 3. Ownership. All work performed shall become the sole property of the City, with County access for debris removal. Ownership of the work shall apply regardless of the form of the work product, e.g., writings, drawings, reports, any form of video or audio, etc. All documents, in either physical or electronic form, may be subject to the provisions of the state's Government Records Access and Management Act, currently codified in UTAH CODE ANN. §§ 63G-2-101 to -901.
- 4. <u>Duration and Termination</u>. This Agreement shall take effect upon execution and terminate one year from the date of execution. The term by be extended by a writing signed by both Parties.
- 5. <u>Liability</u>. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2010). Consistent with the terms of this Act, each Party is responsible and liable for its own wrongful or negligent acts that it commits or that are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
- 6. <u>Indemnification</u>. The City shall indemnify and hold harmless 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 the City, its officers, agents, and employees.

The County shall indemnify and hold harmless 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 the County, its officers, agents, and employees.

7. Notice. 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 two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

The County:

Salt Lake County
Public Works Director

2001 South State Street, N3-120 Salt Lake City, Utah 84190

The City:

Salt Lake City Corporation

Director, Parks and Public Lands Division

1965 W 500 S

Salt Lake City, Utah 84104

# 8. The CITY represents that it has not:

- a. Provided an illegal gift or payoff to a COUNTY officer or employee or former COUNTY officer or employee, or his or her relative or business entity;
- b. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business;
- c. Knowingly breached any of the ethical standards set forth in the COUNTY's conflict of interest ordinance, Chapter 2.07, Salt Lake County Code; or
- d. Knowingly influenced, and hereby promises that it will not knowingly influence, a COUNTY officer or employee or former COUNTY officer or employee to breach any of the ethical standards set forth in the COUNTY's conflict of interest ordinance, Chapter 2.07, Salt Lake County Code.
- 9. <u>Interlocal Cooperation Act</u>. 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. 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.

- e. Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
  - f. Voting of the County and the City shall be based on one vote per Party.
- g. The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.
  - h. The powers of the joint board are those described in this Agreement.
- 10. <u>Miscellaneous Provisions</u>. It is mutually agreed and understood by and between said Parties that:
- a. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other;
- b. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.
- c. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking.
- d. The County designates Kade Moncur as representative to assist in the management of this Agreement. The City designates \_\_\_\_\_ as representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the COUNTY, by resolution of its Council, a certified copy of which is attached hereto, authorized this Agreement to be signed by its mayor or designee, and the CITY, by resolution duly adopted by its city council, a certified copy of which is attached hereto, authorized this Agreement to be signed.

Salt Lake County	SALT LAKE COUNTY
J	Ву
Salt Lake County  Thole Morce 3/30/2018  Flood Control Division Sinector	Mayor or Designee
SALT LAKE COUNTY ADMINISTRATIVE APPROVAL:	SALT LAKE COUNTY APPROVAL AS TO FORM:
By: Scott Baird, Department Director, Public Works	By: <u>IMPOLO</u> JOIN L. Angela Lane, d Deputy District Attorney
Date: 10 april 2018	Date: 3/1/18
CONTRACTOR OF THE SEA	SALT LAKE CITY CORPORATION  By Jacqueline M. Biskupski  Mayor  Date: 3-23-18
RECORDED	
ATTEST MAR 2 3 2018	SALT LAKE CITY APPROVAL AS TO FORM:
How Should TY RECORDER	By: Boyd A. Ferguson Senior City Attorney
HB_ATTY-#67464	Date: 3-22-18

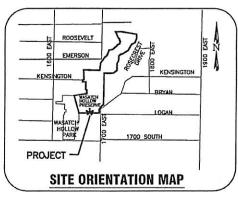
# Appendix A - Construction Drawings

# WASATCH HOLLOW FLOOD CONTROL ACCESS LANDSCAPE IMPROVEMENT PROJECT SALT LAKE CITY, UTAH

JOB NO. 300???

## SHEET SET ASSEMBLY ORDER

SHEET DESIGNATOR	BINDING ORDER	SHEET TITLE
GI 001	1	GENERAL INFORMATION COVER SHEET
GI 002	2	GENERAL INFORMATION NOTES
LS 101	3	LANDSCAPE SITE PLAN
LG 101	4	LANDSCAPE GRADING PLAN
SC 301	5	LANDSCAPE SECTIONS
DT 501	6	LANDSCAPE DETAILS



DESIGNER

LANDSCAPE ARCHITECT:

90% REVIEW CONSTRUCTION



JOB NO. 300???

WASATCH HOLLOW FLOOD CONTROL ACCESS
LANDSCAPE IMPROVEMENT PROJECT

# MAP OF SALT LAKE CITY **VICINITY MAP**

## OWNER

DEPARTMENT OF:

COMMUNITY AND ECONOMIC DEVELOPMENT

# **ENGINEERING DIVISION**

**DIRECTOR - MARY DELAMARE SCHAEFER** CITY ENGINEER - JEFF SNELLING, S.E.

349 SOUTH 200 EAST, SUITE 100 SALT LAKE CITY, UTAH 84111 OFFICE - 801.535,7961 FAX - 801.535.6093

## **CITY OFFICIALS**

MAYOR CITY COUNCIL DIST. 1

JACKIE BISKUPSKI

JAMES ROGERS ANDREW JOHNSTON

DIST. 4 DIST. 5

CHARLIE LUKE LISA ADAMS

DIST. 2 STAN PENFOLD DEREK KITCHEN ERIN MENDENHALL

CITY ENGINEER		CITY PROJECT MANAGER		PPL DIRECTOR		PPL PROJECT COORDINATO	OR	PROJECT DESIGNER	
JEFF SNELLING, S.E	DATE	RONALD SALISBURY, PLA	DATE	KRISTIN RIKER	DATE	TYLER MURDOCK	DATE	CHRISTOPHER SANDS, RLA	DATE

### GENERAL NOTES

### Project Limits

All construction activity shall be confined to the project limit of disturbance including any stagging/stockpile areas. Do not disturb, excevate or work beyond project limits of disturbance I permission from the Owners Representative.

Site Mapping
Basis of bearing for plans is Utah State Plans Central Zone NAD' 63 US Survey foot
Coordinates, Elevation datum is NAVD 68. The base survey was provided by Salt Lake City
Corporation. Verification of survey mapping is the responsibility of the Contractor.

Survey Staking Survey staking is the responsibility of the Contractor. The Contractor may obtain CAD files from the Designer for staking and tayout purposes.

The Contractor is required to comply with all construction related requirements in each permit issued for the project.

<u>Unity</u>

Unity locations have not been surveyed. It is the responsibility of the Contractor to perform all utility locations at least 48 hours prior to exceeded, call 1(600)652-4111. It is the responsibility of the Contractor to protect all existing sewer, water, gas and electric utilities encountered in the work. Any relocation or improvements of utilities shall be accurately noted on as-built drawings and issued to the Owners Representative at the completion of the

<u>Temporary Construction Facilities</u>
All temporary utilities and facilities will be the responsibility of the Contractor. A construction trailer is not required. Potable water is not available on site and shall be provided by the Contractor. The Contractor is responsible for job site conditions and the safety for human life during the course of construction. This requirement shall apply continuously during the period of construction and is not limited to normal working hours.

The Contractor shall keep job site area clean, hazard tree and dispose of all debris, nabbish and construction waste, and remove all abandoned materials from the site. All disturbed staging and access areas are to be restored to pre-construction condition. The Contractor is responsible to reclaim (regrade, seed and mutch, or turt sod) construction features not specified as remaining on the site and clean up all areas at the completion of the project.

Construction Spoils and Waste Handling floms encountered below grade and not shown on the drawings shall be brought to the attention of the Owners Representative. All construction sports and waste are the responsibility of the Contractor and shall be deposed of at an approved landfill facility.

<u>Clearing and Grubbing</u> Existing on-site materials shall be carefully removed and stored for re-use, or disposed of at an approved landful facility. All existing vegetation not in designated excavation areas and not designated for removal is to be protected in place. Completely remove atumps, roots, shrubs, weeds, and other debris protruding from the ground in areas to be excavated.

Site Earthwork and Grading
The Contractor is responsible for all alle earthwork and grading activities to meet designs
stendied in plans and details, which are intended to show final result of design. Modifications may be required to suit job site conditions encountered during construction and shall be encluded in as-built drawings provided to the Owners Representative at completion of the project. Backfill and embankment material shall be composed of suitable excavated sods.

Site Construction Notes

Where ground conditions are damp and equipment traffic would result in excessive ground. compaction and ruting, use construction mals to access active work areas.

Use a water truck or other suitable watering device as needed to control dust,

Inspect paved roads adjacent to the project sile regularly for mud tracking; sweep roadways as needed and ensure roads are left clean at the end of each shift,

Clean site and dispose of construction waste as permitted.

## Temporary Environmental/Safety Fence

Install fencing to demarcate active work areas as appropriate based on construction phasing.

The Contractor is responsible to keep access to areas of the park not affected by construction open at all times during construction.

### Storm Water Pollution Prevention Plan Notes

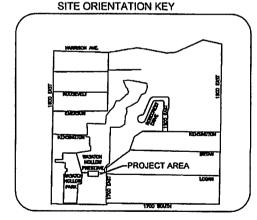
- 1. No earth shall be disturbed until erasion control measures are in place.
- 2. Erosion control measures will be maintained and remain in place until re-vegetation measures have been established
- 3. Monitor, inspect, and maintain all erosion control measures as needed to prevent erosion and sediment discharge into creeks or pond. Adjust locations of measures and install sold of the sediment of requirements. Submittal of NOI and acquisition of UPDES Storm Water General Permit for Construction Activities (UTR300000) is the responsibility of the Contractor.
- 4. The Contractor is responsible for implementing and utilizing Best Management Practices (BMPs) to prevent storm water runoff and water pollution during construction activities. The Contractor is responsible for supplying equipment and plans that provide both dust and fire control during project construction. Use caution when working in and around wel areas, the potential hazardous materials are encountered, contact the Owners Representative

- Grading And Oralinage Plan Notes

  1. Contractor to stake the boundary of the grading area for approval from the Owners. Representative prior to initiating grading activities.
- 2. Contractor is responsible for erosion, dust and temporary dramage control during grading
- 3. Fill areas are to be compacted throughout to a minimum of 90% relative compaction.
- 4. Contractor is responsible for the location and protection of all utilities.
- 5. Export soil, if any, must be transported to a legal tandfill or permitted site.

### **ABBREVIATIONS**

APPROX	APPROXIMATE
AVG	AVERAGE
BC	BOTTOM OF CURB
BM	BENCHMARK
BOC	BACK OF CURB
BW	BOTTOM OF WALL
CAL	CALIPER
CL	CENTERLINE
CY	CUBIC YARD
DIA	DIAMETER
EL	ELEVATION
EXIST	EXISTING
FG	FINISH GRADE
HORIZ	HORIZONTAL
HP	HIGH POINT
IN	INCHES
LF	LINEAR FEET
LP	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
MISC	MISCELLANEOUS
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
REQ'O	REQUIRED
ROW	RIGHT OF WAY
SF	SQUARE FOOT
SHT	SHEET
TC	TOP OF CURB
TW	TOP OF WALL
TYP	TYPICAL
VERT	VERTICAL





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PROFESSIONAL SEALS

WASATCH HOLLOW FLOOD CONTROL ACCESS LANDSCAPE IMPROVEMENT PROJECT

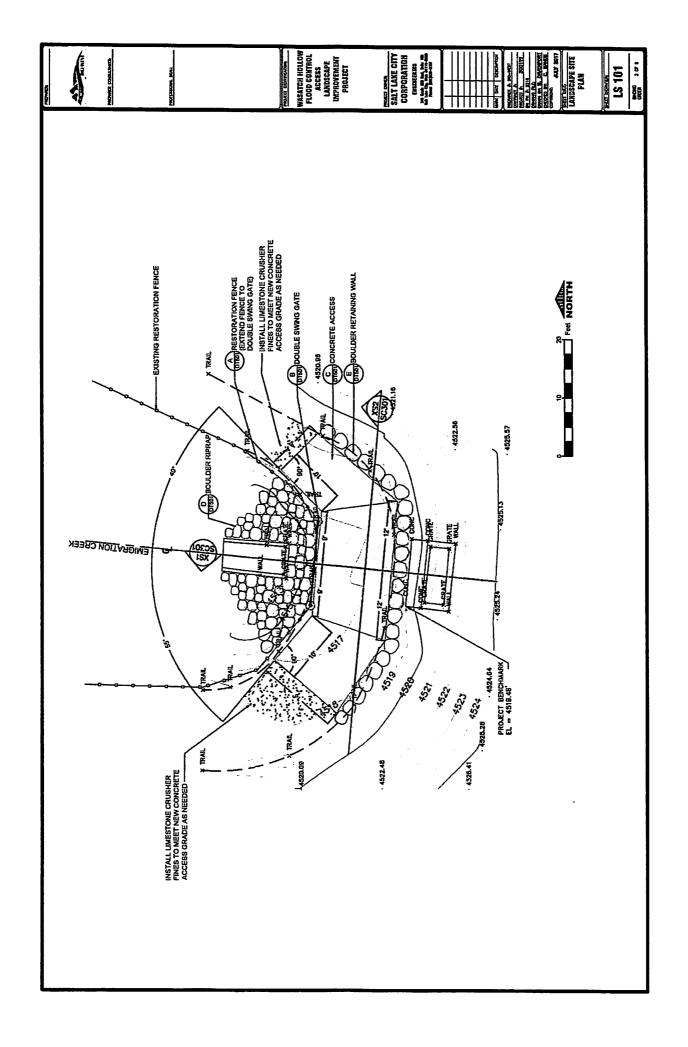
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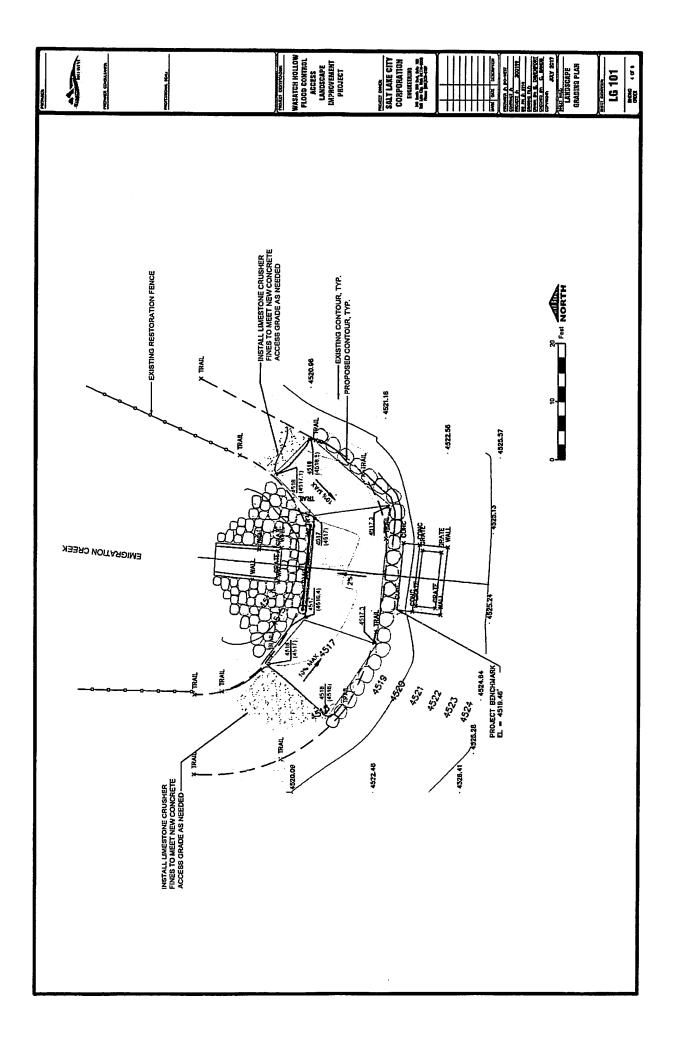
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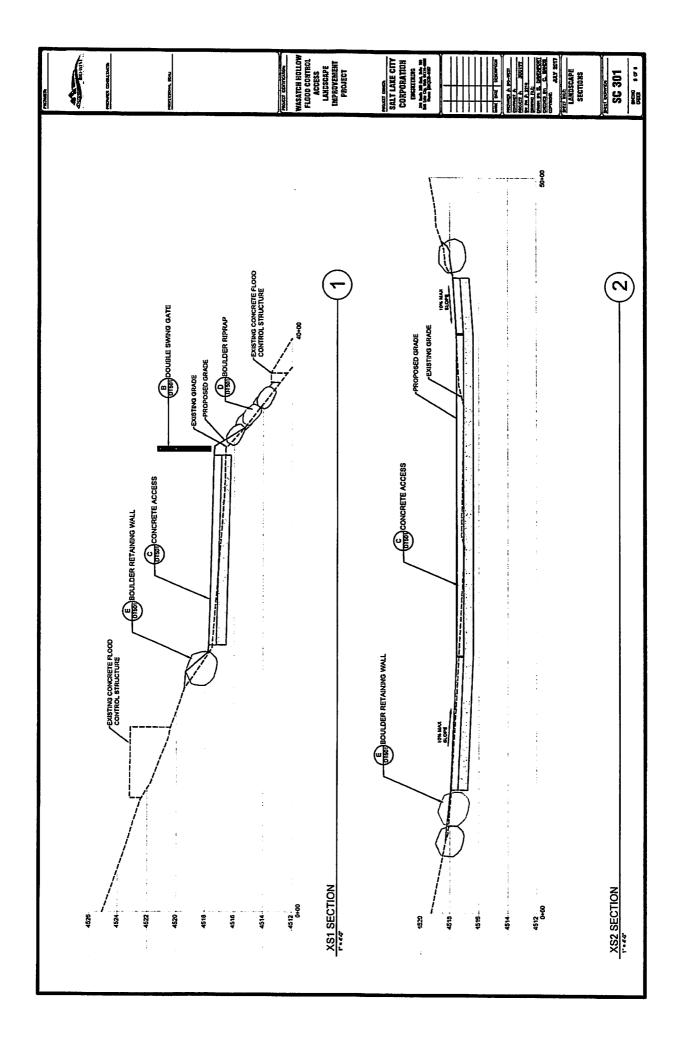
GENERAL INFORMATION NOTES

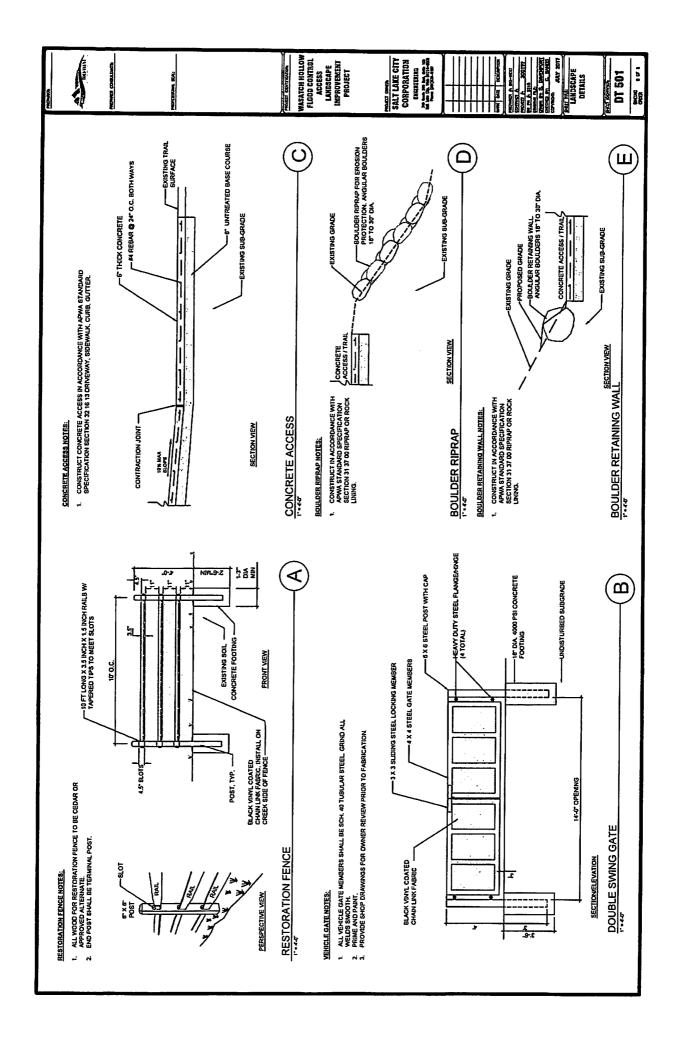
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# Appendix B - Cost Estimate

# Wasatch Hollow Flood Control Access, Salt Lake City, Utah

**Construction Cost Estimate (July 2017)** 

	ESTIMATED CONSTRUCTION COSTS							
BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
1	Construction Layout (Survey)	1	Lump Sum	\$500.00	\$500.00			
2	Double Swing Gate	1	Each	\$4,200.00	\$4,200.00			
3	Common Fill	6	Cubic Yard	\$50.00	\$300.00			
1	Temporary Straw Wattle Barrier	50	Feet	\$3.00	\$150.00			
5	Boulder Retaining Wall	10	Cubic Yard	\$250.00	\$2,500.00			
3	Boulder Riprap	20	Cubic Yard	\$250.00	\$5,000.00			
7	Limestone Crusher Fines Surface (6" thick)	250	Sq. Foot	\$4.00	\$1,000.00			
3	Concrete Paving (includes untreated base course)	580	Sq. Foot	\$18.00	\$10,440.00			
)	Restoration Fence	50	Feet	\$25.00	\$1,250.00			
			····					
	<b>Total Construction Costs:</b>				\$25,340.00			
	10% Mobilization	1	Lump Sum	\$2,534.00	\$2,534.00			
	10% Contingency for Construction	1	Lump Sum	\$2,534.00	\$2,534.00			
	Grand Total:		<u> </u>	_1	\$30,408.00			