

RESOLUTION NO. 12-17

A RESOLUTION APPROVING THE ADOPTION OF INTERLOCAL AGREEMENT BETWEEN DRAPER CITY AND SALT LAKE COUNTY FOR COST SHARING OF THE SOUTH MOUNTAIN GOLF COURSE DRAINAGE IMPROVEMENT ALTERNATIVE ANALYSIS AND PRELIMINARY DESIGN.

WHEREAS, the South Mountain Golf Course is owned and maintained by Salt Lake County with its storm drainage incorporated as a part of the overall Draper City Storm Drainage Master Plan;

WHEREAS, the County has identified a drainage and erosion problem existing along the fairway of Hole No. 12 of the South Mountain Golf Course;

WHEREAS, the City and County desire to enter into an agreement to share costs in determining a long term solution to the drainage problem.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Interlocal Cooperation Agreement Approved. The Draper City Council hereby approves that certain Interlocal Cooperation Agreement for cost sharing between Draper City and Salt Lake County, which Agreement is attached hereto as Exhibit "A" and incorporated herein by reference. The Mayor of Draper City is hereby authorized to sign the agreement on behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of the Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

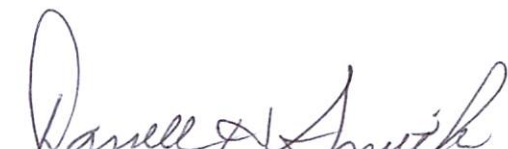
PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS 1st DAY OF May, 2012.

ATTEST:

DRAPER CITY


CITY RECORDER




DARRELL SMITH, MAYOR

**INTERLOCAL COOPERATION AGREEMENT
WITH
DRAPER CITY
FOR
COST SHARING –
*South Mountain Golf Course Drainage Improvement
Alternative Analysis and Preliminary Design
1247 E. Mike Weir Drive***

THIS AGREEMENT is made and entered into this 1st day of May, 2012, by and between **DRAPER CITY**, a municipal corporation under the laws of the State of Utah, hereinafter called “CITY,” and **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, hereinafter called “COUNTY.”

WITNESSETH

WHEREAS, the CITY and COUNTY (“the parties”) are public agencies as defined by the Utah Interlocal Cooperation Act, and are authorized by said Act to enter into agreements with each other to provide for joint or cooperative action or services; and

WHEREAS, the CITY and COUNTY desire to hire a consultant to quantify the volume and peak flow of storm water from the COUNTY’s South Mountain Golf Course (“the golf course”) and the existing tributary residential subdivisions (“the subdivisions”) and to assess the relative drainage and erosion problems caused by runoff from the golf course and the subdivisions to the gully and storm drain system running parallel to the No. 12 fairway at the golf course; and

WHEREAS, the parties also desire the consultant to plan and design for the construction of economical long-term facilities to safely drain storm and flood waters for the benefit of their citizens; and

WHEREAS, the parties desire to enter into an agreement to share consultant costs.

AGREEMENT

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

1. The CITY has awarded a contract to Hansen Allen & Luce, Inc. (“HA&L”) for engineering services to assess the relative contributions to the erosion and drainage problems and determine potential alternatives to mitigate the damage as identified by the COUNTY.

2. HA&L has provided to the CITY a proposal spreadsheet and engineering services agreement for the South Mountain Golf Course Drainage Alternatives Analysis and Preliminary Design Project (“Project”) with an estimated not-to-exceed fee of \$19,900. The COUNTY will reimburse fifty percent (50%) of the project costs incurred by the CITY for the payment to HA&L with the total contribution from the COUNTY not to exceed Ten Thousand Dollars (\$10,000.00). The COUNTY shall pay the CITY the amount due upon completion of the work and the CITY’s presentation of an invoice. The total invoiced amount shall not exceed Ten Thousand Dollars (\$10,000.00). The COUNTY shall forward the funds to the CITY within thirty (30) days of receiving the invoice.

3. The CITY shall coordinate with the COUNTY during the duration and completion of the Project. A final scope of work for the Project has been prepared and approved by both parties, a copy of which is entitled “DRAPER CITY SOUTH MOUNTAIN GOLF COURSE DRAINAGE ALTERNATIVES ANALYSIS AND PRELIMINARY DESIGN,” labeled “EXHIBIT B,” attached to this Agreement and incorporated herein by reference. The CITY shall ensure that all work is completed by HA&L consistent with said exhibit.

4. The parties agree that coordination efforts under this Agreement shall be done expeditiously and in a reasonable manner, so as to neither delay nor in any way inhibit either

party. After HA&L has completed its work, the parties shall come together to reach a reasonable agreement for cost sharing on the selected corrective alternative.

5. The parties further agree to administer all aspects of the Project in good faith and to protect each other's mutual interests throughout the completion of the Project.

6. The parties are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided therein, it is mutually agreed each party is responsible and liable for its own wrongful or negligent acts which are committed by it or its agents, officials, 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. The parties further agree to notify each other of any claims or actions under which one party may have to indemnify the other within thirty (30) days of receiving such claim or action.

7. Upon completion of the Project, the COUNTY shall continue to maintain and operate the golf course as a COUNTY park facility and the CITY shall continue to maintain the storm drain system as a CITY public works facility.

8. No separate entity is created by this agreement; however, to the extent that any administration of the agreement becomes necessary, the CITY Mayor and COUNTY Mayor or their designees shall constitute a joint board for such purpose.

9. The CITY shall not assign or subcontract the services covered by this agreement without prior written approval of the COUNTY.

10. 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.

11. The duration of this Agreement shall be one (1) year from the date of execution.


IN WITNESS WHEREOF, Draper CITY and Salt Lake COUNTY, do execute this Agreement on the day and year first set forth above.



DRAPER CITY


DARRELL SMITH, MAYOR

ATTEST:


City Recorder

SALT LAKE COUNTY

PETER M. CORROON, MAYOR

County Contract No. _____
District Attorney No. _____
Draper City Resolution No. 12-17

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this _____ day of _____, 2012, personally appeared before me
_____, who being duly sworn, did say that (s)he is the
_____ of Salt Lake County, and that the foregoing
instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public