

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-40

A RESOLUTION APPROVING ENTRY INTO AMENDMENT No. 3
TO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY
FOR PUBLIC WORKS-RELATED MATERIALS AND SERVICES

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et seq.*, provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, on 22 October 2013, pursuant to its Resolution No. 2013-46, the city council (the “*Council*”) of the city of Cottonwood Heights (“*City*”) approved City’s entry into an interlocal agreement (the “*Agreement*”) with Salt Lake County (“*County*”) whereunder County would provide to City certain public works-related materials and services upon City’s request; and

WHEREAS, on 17 December 2013, pursuant to its Resolution No. 2013-54, the Council approved the City’s entry into an amendment to the Agreement which provided, *inter alia*, that County also would provide fabrication and maintenance of street and regulatory signs, and maintenance of school zone signs and lights, at City’s request; and

WHEREAS, the Council met in regular session on 16 June 2015 to consider, among other things, approving City’s entry into a third amendment to the Agreement (“*Amendment No. 3*”) extending the expiration date of the Agreement, as previously amended, to 30 June 2016 and modifying the exhibits to the Agreement; and

WHEREAS, the Council has reviewed the form of Amendment No. 3, a photocopy of which is annexed hereto; and

WHEREAS, City’s city attorney has approved the form of Amendment No. 3 as required by UTAH CODE ANN. §11-13-202.5(3); and

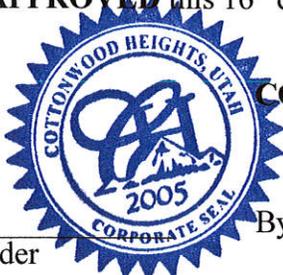
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City’s residents to approve City’s entry into Amendment No. 3 as proposed in order to make efficient use of City’s resources;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Amendment No. 3 with County is hereby approved, and that City’s mayor and recorder are authorized and directed to execute and deliver Amendment No. 3 on City’s behalf.

This Resolution, assigned no. 2015-40, shall take effect immediately upon passage.

PASSED AND APPROVED this 16th day of June 2015.

ATTEST:



COTTONWOOD HEIGHTS CITY COUNCIL

By: Kory Solorio
Kory Solorio, Recorder

By: Kelvyn H. Cullimore, Jr.
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 16th day of June 2015.

RECORDED this 16th day of June 2015.

**AMENDMENT NO. 3
TO AGREEMENT FOR
PUBLIC WORKS-RELATED MATERIALS AND SERVICES
BETWEEN
SALT LAKE COUNTY
AND
COTTONWOOD HEIGHTS**

THIS AMENDMENT is made and entered into this ____ day of _____, 2015, and amends an existing interlocal agreement between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and the COTTONWOOD HEIGHTS (the "CITY"), a municipal corporation of the State of Utah.

R E C I T A L S

- A. The parties entered into an agreement (Salt Lake County Contract No. PH13168C) pursuant to the Utah Interlocal Cooperation Act, under which the COUNTY would provide certain public works-related materials and services to the CITY (the "Agreement").
- B. On January 10, 2014, the parties amended the Agreement to include additional services.
- C. On September 9, 2014, the parties amended the Agreement again to extend the term for one additional one-year period upon the same terms and conditions.
- D. Pursuant to Sections 2 and 7 of the Agreement, the parties hereby agree to amend and extend that agreement again for the period set forth herein and based on the rates and services set forth in a revised Exhibit "A," attached hereto.

A M E N D M E N T

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

1. The Agreement is hereby amended to extend the term for one additional one-year period. The term of the Agreement shall therefore end on June 30, 2016.

2. The nature of the services provided during the extension period and the charges for the services are set forth in Exhibit "A," which is made a part of and incorporated into this amendment by reference, replacing Exhibits "A," "B" and "D" of the Agreement and Exhibits "1" and "2" of Amendment No. 1.

3. Except as specifically amended, all of the terms and provisions of the Agreement 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 as of the day and year first above written.

SALT LAKE COUNTY

Approval as to Form:



Adam Miller, Deputy District Attorney
Salt Lake County
Date: 1 June 2015

By _____
Mayor or Designee

COTTONWOOD HEIGHTS

Approval as to Form:

Attorney for Cottonwood Heights City
Date: _____

By _____
Title _____

Attest:

City Recorder

EXHIBIT "A"
CITY OF COTTONWOOD HEIGHTS
PUBLIC WORKS SERVICES
JULY 1, 2015 – JUNE 30, 2016

SCOPE OF SERVICES

SIGNS:	\$25,000
Includes fabrication, installation and maintenance Of street markers and regulatory	

SCHOOL FLASHERS AND DRIVER FEED BACK SIGNS: \$25,000
Includes the maintenance of school zone signs and lights.
Includes the installation and maintenance of driver feedback signs.

The above cost is an estimate. The CITY shall reimburse the COUNTY for
The total actual cost of the work performed, including overhead, labor,
Equipment, materials, and indirect costs, if any.