

Santaquin City Resolution 01-04-2014

A RESOLUTION AUTHORIZING A "CHIP SEAL INTERLOCAL AGREEMENT" WITH THE CITIES OF ELK RIDGE, GOSHEN, MAPLETON, PAYSON, SALEM, SPANISH FORK, AND SPRINGVILLE.

WHEREAS, The Utah Interlocal Cooperation Act (U.C.A. §11-3-1 et seq.) allows public entities, including municipalities, to enter into mutually advantageous agreements; and

WHEREAS, the cities of Elk Ridge, Goshen, Mapleton, Payson, Salem, Santaquin, Spanish Fork and Springville have previously entered into Interlocal Agreements for the purpose of consolidating efforts to work on chip seal projects; formerly under the leadership and coordination of Payson City; and

WHEREAS, operations continued in 2013 with the community of Spanish Fork assuming the leadership and coordination role from Payson City; and

WHEREAS, a new Interlocal Agreement was circulated to the various communities for formal consideration and adoption, however, it was inadvertently not brought before the Santaquin City Council for formal consideration; though for all intents and purposes the City of Santaquin has been operating under the terms of said agreement in good faith throughout 2013; and

WHEREAS, to insure that this oversight is corrected and the Interlocal Agreement is properly reviewed, considered, approved, and signed by the City of Santaquin to allow for operations during future years:

NOW THEREFORE, be it resolved by the City Council of Santaquin City the approval of the attached "Chip Seal Interlocal Agreement" with the cities of Elk Ridge, Goshen, Mapleton, Payson, Salem, Spanish Fork and Springville, Utah.

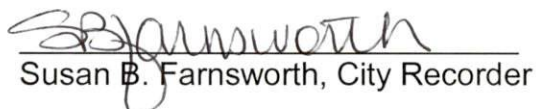
ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 15th day of January, 2014.

SANTAQUIN CITY



Kirk F. Hunsaker, Mayor

Attest



Susan B. Farnsworth, City Recorder



CHIP SEAL INTERLOCAL AGREEMENT

WHEREAS, the Utah Interlocal Cooperation Act (U.C.A. §11-13-1 et seq.) allows public entities, including municipalities, to enter into mutually advantageous agreements; and

WHEREAS, the cities of Elk Ridge, Goshen, Mapleton, Payson, Salem, Santaquin, Spanish Fork, and Springville have chip seal projects which will need to be completed as part of their road and street maintenance; and

WHEREAS, no single city has the equipment to complete such a project on its own; and

WHEREAS, the combined equipment resources of the cities would allow such a project to be completed if the equipment could be shared; and

WHEREAS, the necessary equipment is available from each city to complete the planned project in each of the cities; and

WHEREAS, by buying in larger quantities, the cities will also incur a savings on material costs;

NOW THEREFORE, Goshen, Mapleton, Payson, Salem, Santaquin, Spanish Fork, and Springville, hereby enter into this interlocal agreement and hereby contract, covenant, and agree as follows:

1. The cities will share equipment and personnel as set forth herein for the purpose of assisting each other with the chip seal projects to be completed in some or all of the cities.

2. Spanish Fork City will coordinate the bidding and obtaining of materials. Spanish Fork City will be responsible for collecting and disbursing funds pursuant to this agreement.

3. Spanish Fork City will provide a foreman for the project in each city. The foreman is responsible to keep track of the hours worked in each city. The time will commence each day when actual work on the project commences for that day.

4. The project will begin in Springville and proceed south through each city.

5. Each city will contribute as much equipment, shown on exhibit A, as may be needed, together with the personnel to operate the equipment.

6. Payson City will designate what equipment is needed as the project is ready to commence in each city. Each city will then be responsible to see that the designated equipment and personnel are ready and available.

7. Each city will be charged the hourly rate for the equipment and personnel used on the project within it's city, based on the rates shown on exhibit A. Each City will receive a credit against that charge for the value of its equipment and personnel used on the overall project. Excess monies owed or to be received will be distributed through Spanish Fork City, pursuant to paragraph two. Transportation and mobilization costs will be shared equally by the cities over the course of the entire project.

8. Each city will be responsible to load material for the portion of the project within its city and provide its own equipment and personnel, outside this contract, for that purpose.

9. Spanish Fork City will be responsible to notify each city twenty four hours in advance of the commencement of the project within that city.

10. Each city will be responsible for its own preparatory work, including, but not limited to, patching, washing or sweeping the day prior, tree trimming, man-hole covers, or any other type of preparatory work required. Each city will also be responsible for sweeping the road

or street after the project is completed.

11. Each city is responsible to notify its own residents of the project and any inconvenience that may entail. Each city is responsible to provide its own traffic control.

12. Each city will designate to Spanish Fork City by May 15th of each year, which streets it will complete, which total will not exceed the lane miles estimate, as shown in exhibit B, by more than ten percent.

13. Spanish Fork City will be responsible to bid out chip and emulsion such that it will be available by June of each year. Each city will pay to Spanish Fork City the estimated cost for materials as shown on exhibit C on or before July 3rd of each year.

14. Each city will provide a place to store its chip material from the date of delivery (expected to be early to mid-June) until their project is completed. Emulsion will be delivered as needed.

15. At the end of the total project, a "true up" of costs will occur such that each city is charged the actual amount of costs for equipment, personnel, and material used for its project, and given a full credit for its equipment and personnel used to benefit the other cities.

16. Any dispute of sums owed or credits due will be subject to binding arbitration. The arbiters shall be the public works directors (or equivalent position) in each city. The majority decision of the arbiters shall be final and non-appealable.

17. The agreement is valid for one year from the date hereof. The Agreement will be automatically renewed for successive one year periods, to a maximum of 50 years, unless terminated by the parties. Any city may withdraw from participation by giving thirty days written notice to each other city, provided that any cost or expenses incurred on behalf of such withdrawing city shall still be paid by said city.

18. Each city will designate a representative to serve on an oversight committee. The committee will meet as needed to plan, supervise, and give direction to the entire project.

19. The services performed and expenditures made under this agreement shall be deemed for public and governmental purposes. All immunities from liability enjoyed by any city to this agreement shall extend outside that city's established geographic boundaries when the city is rendering services pursuant to this agreement. Each city shall waive any and all claims against the other cities providing service under this agreement. Each city shall indemnify and hold harmless any other city from property damage or personal injury which may arise out of any negligent activity performed by that city pursuant to this agreement.

20. All the immunities from liability and exemptions from law, ordinances, and regulations which the various employees have in their own jurisdictions, shall be effect in the jurisdiction in which they are giving service.

21. All wages, benefits, workers compensation coverage and similar items for the personnel employed on this project shall be paid by the city who employs such individual on a full or part-time basis.

22. Each city is required to maintain insurance on all equipment and liability insurance covering all personnel during the course of this project.

23. This agreement shall not be deemed to create or establish a separate legal entity, but each city a party hereto shall maintain their own separate legal status.

24. This agreement shall be interpreted pursuant to the laws of the State of Utah.

25. In the event that any party should be required to retain an attorney because of the default or breach of any other party or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or

not the matter is actually litigated. Such a fee can also be awarded as part of the arbitration award referred to in paragraph sixteen.

26. This agreement may not be modified or otherwise amended without a signed written document executed by all of the parties hereto.

27. The invalidity of any portion of this agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular shall be held to include the plural and vice-versa, and the use of any gender shall include any and all genders. The paragraph and section headings in this agreement are for convenience only and do not constitute a part of the provisions hereof.

28. Should any provision of this agreement require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself, or through his agents, prepared the same; it being acknowledged that all parties have participated in the preparation hereof.

29. This agreement is not assignable, it being specific to the parties hereto.

DATED this _____ day of _____, 2013.

ELK RIDGE CITY by:

HAL SHELLEY, Mayor

Attest:

Janice H. Davis, Recorder

Approved as to form:

City Attorney

TOWN OF GOSHEN by:

FRED JENSEN, Mayor

Attest:

LARRY BECK, Town Recorder

Approved as to form:

Goshen City Attorney

MAPLETON CITY by:

BRIAN WALL, Mayor

Attest:

CAMILLE BROWN, Recorder

Approved as to form:

Mapleton City Attorney

PAYSON CITY by:



RICHARD D. MOORE, Mayor


Attest:



JEANETTE C. WINETEER, Recorder

Approved as to form:





MARK SORENSON
Payson City Attorney

SALEM CITY by:

RANDY BRAILSFORD, Mayor


Attest:

JEFFREY D. NIELSON Recorder

Approved as to form:

S. JUNIOR BAKER
Salem City Attorney

SANTAQUIN CITY by:



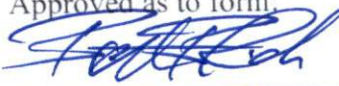
JAMES DEGRAFFENRIED, Mayor
Kirk F. Hunsaker

Attest:



SUSAN FARNSWORTH, Recorder

Approved as to form:



BRETRICH Brett B. Rich
Santaquin City Attorney



SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, Recorder

Approved as to form:

S. JUNIOR BAKER
Spanish Fork City Attorney

SPRINGVILLE CITY by:

WILFORD W. CLYDE Mayor

Attest:

VENLA GUBLER, Recorder

Approved as to form:

JOHN PENROD
Springville City Attorney

Exhibit A: Chip Seal Equipment List

Hourly rate is without purchase price of unit

CITY	EQUIPMENT	QUANTITY	HOURLY RATE	HOURLY RATE W/ OPERATOR	FUEL P/HOUR	PRICE P/GALLON	TOTAL W/OPERATOR W/FUEL
SPRINGVILLE	Asphalt Roller	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Loader	2	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Street Sweeper	2	\$50.00	\$78.00	5.00	\$3.25	\$94.25
	Small Street Sweeper		\$15.00	\$43.00	3.00	\$3.25	\$52.75
	Ten Wheel Dump	3	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	8	\$28.00	n/a	n/a	n/a	n/a
MAPLETON	Loader	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Pnuematic Roller	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Ten Wheel Dump	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	3	\$28.00	n/a	n/a	n/a	n/a
SPANISH FORK	Chip Spreader	1	\$35.00	\$63.00	5.00	\$3.25	\$79.25
	Loader	2	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Street Sweeper	2	\$50.00	\$78.00	5.00	\$3.25	\$94.25
	Ten Wheel Dump	2	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Transport	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	6	\$28.00	n/a	n/a	n/a	n/a
	Foreman	1	\$30.00	n/a	n/a	n/a	n/a
SALEM	Ten Wheel Dump	1	\$30.00	\$58.00		\$3.25	\$58.00
	Personnel	6	\$28.00	n/a	n/a	n/a	n/a
PAYSON	Chip Spreader	1	\$35.00	\$63.00	5.00	\$3.25	\$79.25
	Loader	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Pnuematic Roller	3	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Ten Wheel Dump	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Transport	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	2	\$28.00	n/a	n/a	n/a	n/a
	Foreman	1	\$25.00	n/a	n/a	n/a	n/a
SANTAQUIN	Loader	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Six Wheel Dump	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	2	\$28.00	n/a	n/a	n/a	n/a
GOSHEN	Steel Wheel Roller	1	\$40.00	\$68.00	5.00	\$3.25	\$84.25
	Street Sweeper	1	\$50.00	\$78.00	5.00	\$3.25	\$94.25
	Ten Wheel Dump	1	\$30.00	\$58.00	7.00	\$3.25	\$80.75
	Personnel	1	\$28.00	n/a	n/a	n/a	n/a