
SALT LAKE CITY COUNCIL MEMORANDUM

DATE: March 1, 2005

SUBJECT: **Interlocal Agreement – Design Engineering Reimbursement for Gadsby/North Temple Trail Head**

AFFECTED COUNCIL DISTRICTS: Districts 1 & 2

STAFF REPORT BY: Jennifer Bruno

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Department of Public Services
Richard A. Johnston

The proposed interlocal agreement with the Utah Department of Transportation (UDOT) provides that the two parties will agree to finance the design engineering of the Gadsby/North Temple Trail Head project.

This project is an addition to the Jordan River Trail system. It has been coordinated with the local community council and the abutting property owner (Utah Power and State Parks and Recreation officials). Additional public outreach is planned for the design phase.

A Federal Enhancement Grant for \$450,000 was approved for the overall project. City funding was previously approved by the City Council in the 2004/2005 CIP process in the amount of \$181,002 (cost center 83-05017-2740).

The City's match for this design agreement is \$20,000 (20% of the total cost of design engineering phase), to come from the cost center listed above..

The interlocal agreement will allow the City to reimburse UDOT for the local match.

This interlocal agreement was forwarded to the City Council since it deals with improvements to real property.

Note: Changes to the Interlocal Cooperation Act by the 2003 Legislature allow the Mayor to execute interlocal agreements without approval of the City Council except when the interlocal agreement includes any of the following:

- Acquires or transfers real property
- Construction of a facility or improvements to real property
- Bonding
- Sharing taxes or other revenue
- Agreements that includes an out-of-state public agency
- Agreements that require budget adjustments to the City's current or future budgets
- Creation of an interlocal agency

cc: Rocky Fluhart, Sam Guevara, Rick Graham, Max Petersen, Richard A. Johnston

COUNCIL TRANSMITTAL

TO: Rocky J. Fluhart
Chief Administrative Officer

DATE: February 1, 2005

FROM: Rick Graham
Director of Public Services

SUBJECT: Interlocal Cooperative Agreement Design Engineering
Reimbursement for Gadsby/North Temple Trail Head, UDOT Project No. STP-LC35-(141), City
Job No. 260127.

STAFF CONTACT: Richard A. Johnston, P.E. - 535-6232

DOCUMENT TYPE: Resolution

RECOMMENDATION: Approve a resolution to authorize the mayor to sign the attached
interlocal agreement.

BUDGET IMPACT: A Federal Enhancement Grant for \$450,000.00 was approved for
Trailhead improvements to the Jordan River Trail at North Temple. City funding was approved
by the City Council in the 2004/2005 Capital Improvement budget process. The city's match for
this design agreement, in the amount of \$20,000 is to come from cost center 83-05017-2740.
The IFAS number is 83260027. The activity code is 695.

BACKGROUND AND DISCUSSION: This agreement provides funding for preliminary
design and environmental services required by the Federal Highway and UDOT process. Once
design is complete and the project is ready for construction a construction interlocal agreement
will be sent to Council for approval.

PUBLIC PROCESS: This addition to the Jordan River Trail system has been coordinated with
the local community council, the abutting property owner – Utah Power and State Parks and
Recreation officials. Additional public outreach will occur during the preliminary design phase.

RESOLUTION NO. _____ OF 2005
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE CITY CORPORATION AND
THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

A COOPERATIVE AGREEMENT - DESIGN ENGINEERING
REIMBURSEMENT - BETWEEN THE UTAH DEPARTMENT OF
TRANSPORTATION AND SALT LAKE CITY CORPORATION REGARDING
THE GADSBY/NORTH TEMPLE TRAIL HEAD PROJECT, PROJECT
NUMBER STP-LC35(141).

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2005.

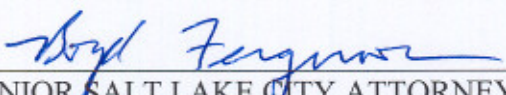
SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR SALT LAKE CITY ATTORNEY

RESOLUTION/Interlocal UDOT Gadsby N. Temple 1-31-05.doc

Project #: STP-LC35(141)
GADSBY / NORTH TEMPLE TRAIL HEAD
CID Authority Number: 51184 01D
UDOT PIN: 4467

COOPERATIVE AGREEMENT DESIGN ENGINEERING REIMBURSEMENT

(FEDERAL PARTICIPATION)

THIS AGREEMENT, No. _____, made and entered into and effective this ____ day of _____, 20__, by and between the Utah Department of Transportation (hereinafter referred to as "UDOT") and Salt Lake City, State of Utah (hereinafter referred to as "LOCAL AUTHORITY"), witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the design of the project, GADSBY / NORTH TEMPLE TRAIL HEAD, financed in part from Federal-aid highway funds, said project being located along North Temple Street at the Jordan River and identified as project number STP-LC 35(141); and

WHEREAS, the LOCAL AUTHORITY, through it's consultant selection process, may select a qualified consultant, (or notify the UDOT to select the consultant) to perform design engineering; and

WHEREAS, UDOT's Policy for Design Engineering on Local Government Projects provides that UDOT not perform design engineering for local government projects unless a hardship exists and substantial savings can be realized by using UDOT design engineering and UDOT design resources are available; and

WHEREAS, by law, UDOT may not expend State funds on any local government project;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Description of Work Involved:

UDOT shall:

- a. Provide a Project Manager for project administration and coordination of the approved Design Process with the Federal/UDOT required internal reviews.
- b. Provide, upon written request, concept meeting, scoping meeting, environmental review, design study report review, right-of-way acquisition approval, utility agreements, P.S.& E. review, right-of-way certification, and final review.
- c. Review the project Plans, specifications and Estimate for advertising and award the construction contract.
- d. Provide technical assistance and engineering services to the CONSULTANT only if such technical assistance and engineering services are requested in writing from the CONSULTANT and are not available from other private consultants.
- e. Charge appropriate costs for technical assistance and engineering services to the CONSULTANT.
- f. Charge appropriate costs for design reviews and project administration and management to the project.

2. **Liability:** The LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees, for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnitees' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this agreement or to ensure compliance with acceptable standards for the project.

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3. **Financing of Project:** The costs shown below are only estimates for the preconstruction phase of the project. Actual costs exceeding the Transportation Commission approved STIP amount will be paid by the LOCAL AUTHORITY. The funding percentages match applies to the Transportation Commission approved STIP amount only. Any requests for additional federal funding above the approved amount will require the LOCAL AUTHORITY to make an official request to its Metropolitan Planning Organization, or Joint Highway Committee and the Transportation Commission for extra matching funds. This may require an amendment to the STIP with advertisement to the public if approved by the Transportation Commission.

	FEDERAL PARTICIPATING		FEDERAL NON-PARTICIPATING	
UDOT Technical Assistance and Engr. Services (Charged to CONSULTANT)	As requested			
UDOT Oversight, Approvals, Agreements, and Project Management		\$7,000.00		\$
Consultant Design Engineering		\$88,000.00		\$
Local Authority Design Administrative Costs		\$5,000.00		\$0
ESTIMATED TOTAL PARTICIPATING AND NON-PARTICIPATING COSTS		\$100,000.00		\$0
GRAND TOTAL (Participating + Non-participating)		\$100,000.00		
Federal Funds	\$100,000.00	80.00%	\$80,000.00	
Local Match		20.00%	\$20,000.00	
Local Authority Non-participating Costs			\$0	
Total Local Authority Match and Non-participating Costs			\$20,000.00	

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NOTE: The Utah State Transportation Commission has approved \$500,000.00 in total funds for this project. Any additional participating project costs above this amount shall be paid by the Local Authority.

- a. **Payment of LOCAL AUTHORITY Matching Share:** Upon signing this agreement, the LOCAL AUTHORITY will pay its estimated matching share (\$20,000.00) for the design phase. The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number, STP-0089 (69)329. Payment should be mailed to UDOT Comptroller's Office, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
 - b. **UDOT Technical Assistance and Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any technical assistance and services performed by UDOT relative to this project.
 - c. **UDOT Design Reviews, Approvals, Agreements, and Project Management:** The LOCAL AUTHORITY shall pay all costs (both direct and indirect) for design reviews, approvals, agreements, and project management performed by UDOT less the eligible amount reimbursed to UDOT by the federal government.
 - d. **Consultant Design Engineering:** The LOCAL AUTHORITY shall submit four copies of billings for consultant design engineering with attached supporting data for costs incurred to the UDOT project manager. The LOCAL AUTHORITY and the UDOT Project Manager shall certify and approve the billings. UDOT shall pay the CONSULTANT by a separate engineering services contract for work covered by the billing.
 - e. **Design Administrative Costs:** The LOCAL AUTHORITY shall submit billings for design administrative costs it has incurred in four copies, properly certified with detailed documentation, to the UDOT project manager. This billing shall be submitted within two weeks of the award of the construction contract. Payment shall be made to the LOCAL AUTHORITY for work covered by the billing. Further adjustments for total project costs and the LOCAL AUTHORITY's participation therein shall be made at the final invoice stage.
 - f. **Underruns:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice, showing all costs, after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the design of the project, UDOT may return the amount of overpayment to the LOCAL AUTHORITY or apply the balance toward the construction phase of the project.
 - g. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns prior to the project being advertised. UDOT may delay advertising the project until after the payment is made. If the LOCAL AUTHORITY fails to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.

UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and the UDOT project manager showing costs charged to the project.
 - h. **Termination:** If this agreement is terminated for reasons other than satisfactory completion of the provisions of this agreement, UDOT may bill the LOCAL AUTHORITY for all costs incurred, if prepaid amounts do not cover expenditures. The LOCAL AUTHORITY shall pay such costs within 30 days after receiving the billing. Federal funds for future projects may be withheld until payment is made.
4. **Plan Review:** Final plans, specifications and estimates shall be approved by the LOCAL AUTHORITY and reviewed by UDOT acting for the Federal Highway Administration prior to advertising for bids for construction.

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5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the Consultant Design Engineer for this project is in conformance with UDOT and FHWA requirements. Failure to conform to these requirements may result in loss of Federal funds for the project.
6. **Termination:** This agreement may be terminated as follows:
 - a. By mutual agreement of the parties, in writing;
 - b. By either UDOT or the LOCAL AUTHORITY for failure of the other party to fulfill its obligations as set forth in this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination;
 - c. By UDOT for the convenience of the State (30) days after written notice to the LOCAL AUTHORITY;
 - d. Upon satisfactory completion of the provisions of this agreement; or
 - e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed.
7. **INTER-LOCAL CO-OPERATION Act Requirements.**
 - a. This agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Inter local Co-operation Act, Utah Code Title 11, chapter 13, as amended (the "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 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 Act;
 - d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done 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 the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as a joint board. 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.

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8. REPRESENTATION REGARDING ETHICAL STANDARDS FOR LOCAL AUTHORITY OFFICERS AND EMPLOYEES AND FORMER LOCAL AUTHORITY OFFICERS AND EMPLOYEES.

UDOT represents that it has not: (1) provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee or former LOCAL AUTHORITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee of former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

AUTHORIZED LOCAL AUTHORITY OFFICIAL: Salt Lake City

By: _____
Title: _____

Approved as to form and legality:

Printed Name: _____

LOCAL AUTHORITY Attorney .

This agreement has been approved as to form and legality by the Utah Attorney General's Office.

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE

By: _____
Title: Region Director

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date: 2-10-05

By: Boyl Ferguson

UTAH DEPARTMENT OF TRANSPORTATION

Project Management Administration signature required when the standard boilerplate agreement has been modified.

☐ Check box if Project Management Administration signature is required.

By: _____
Title: Director, Project Development

By: _____
Title: James C. Gorac, M.B.A., C.P.A., Contract Administrator