
M E M O R A N D U M

DATE: March 1, 2005
TO: City Council Members
FROM: Jennifer Bruno
RE: Interlocal Agreement Modification – Preconstruction & Construction Reimbursement for Parley’s Crossing of I-215
CC: Rocky Fluhart, Sam Guevara, Rick Graham, Max Petersen, Richard A. Johnston

The original interlocal agreement with the Utah Department of Transportation (UDOT) and Salt Lake County provides that the three parties will agree to finance the Preconstruction & Construction of the Parley’s Crossing of I-215 project.

This document is a modification to the original interlocal agreement, allowing for additional project funding to come from Salt Lake County Federal Enhancement Funds. Salt Lake City’s funding portion does not increase.

This project is to provide for a grade-separated crossing of I-215, to connect the existing bike path with Parley’s Historic Nature Park. The project is scheduled for construction during the summer of 2005, and is currently planned as a bridge over I-215.

A Federal Enhancement Grant for \$500,000 was approved for the overall project. City funding was previously approved by the City Council (in FY 2000/2001) in the amount of \$218,965. This amount has already been paid and will not increase.

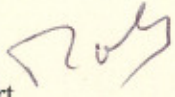
The interlocal agreement modification allows for the County to increase funding to the project, to cover costs associated with project delays.

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

COUNCIL TRANSMITTAL

TO: Rocky J. Fluhart 
Chief Administrative Officer

DATE: February 1, 2005

FROM: Rick Graham 
Director of Public Services

SUBJECT: Interlocal Cooperative Agreement Modifications 1, Preconstruction & Construction Reimbursement for Parley's Crossing of I-215, UDOT Project No. STP-LC35-(123), City Job No. 241202. The Agreement is between UDOT, Salt Lake City and Salt Lake County.

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: This agreement modification provides for additional project funding to come from Salt Lake County Federal Enhancement Funds. Salt Lake City's match does not increase.

BACKGROUND AND DISCUSSION: The original agreement for this project provides for a cooperative project between Salt Lake City, Salt Lake County and UDOT, using Federal Highway Enhancement Funds, to provide a grade separated crossing of I-215 to connect the existing bike path with Parley's Historic Nature Park. This agreement modification provides for additional project funding to come from Salt Lake County Federal Enhancement Funds. Salt Lake City's match does not increase.

The project is scheduled for construction during the summer of 2005. The crossing is planned as a bridge over I-215.

PUBLIC PROCESS: The project design concept has been approved by PRATT and Salt Lake County.

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

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 MODIFICATION 1- PRECONSTRUCTION & CONSTRUCTION REIMBURSEMENT – BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION, SALT LAKE COUNTY, AND SALT LAKE CITY CORPORATION REGARDING THE PARLEY'S CROSSING PHASE II TUNNEL UNDER I-215 PROJECT, PROJECT NUMBER STP-LC35(123).

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

RESOLUT\Interlocal UDOT Parley's Crossing 1-27-05.doc

Project Number: STP-LC35(123)
Project: Phase II Parley's Crossing of I-215
PIN # 2902
CID# 50597

COOPERATIVE AGREEMENT MODIFICATION 1
PRECONSTRUCTION & CONSTRUCTION REIMBURSEMENT
Program
(FEDERAL PARTICIPATION)

THIS Cooperative Agreement No. _____, made and entered into this _____ day of _____, 20____, by and between the Utah Department of Transportation hereinafter referred to as "UDOT", Salt Lake City, State of Utah, acting through its Mayor, and Salt Lake County acting through its Mayor hereinafter referred to as "LOCAL AUTHORITIES", witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the project, Phase II Parley's Crossing of I-215, Financed in part from Federal-aid highway funds, said project located at the mouth of Parleys Conyon and identified as project number STP-LC35(123); and

WHEREAS, the LOCAL AUTHORITIES agree to pay all costs of the project, less the eligible amount reimbursed to UDOT by the Federal Government, and that through their consultant selection process have selected Stantec Inc., hereinafter referred to as "CONSULTANT", as their Consultant Project Engineer to provide Design and Construction Engineering; and

WHEREAS, the LOCAL AUTHORITIES agrees to comply with the applicable UDOT and Federal Highway Administration (FHWA) Federal-aid Program Procedures and Standards for the project; and

WHEREAS, UDOT's Policy for Construction Engineering on Local Government Projects provides that UDOT not perform construction engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT construction engineering, and UDOT construction 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:** The work covered by this agreement shall commence upon advertisement of the project, and shall consist of the following:
 - a. UDOT shall:
 - (1) Award the project, with concurrence from the LOCAL AUTHORITY, using UDOT procedures.
 - (2) Provide a Project Manager for the project.
 - (3) 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.
 - (4) Charge appropriate costs for all Technical Assistance and Engineering Services to the CONSULTANT.
 - (5) Charge appropriate costs for all project management to the project.

2. **Liability:** 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 AUTHORITIES' 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 Indemnities' 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 project or to ensure compliance with acceptable standards.

3. **Financing of Project:** The costs shown below are only ESTIMATES. Actual costs exceeding any funds outside the Commission approved STIP amount will be paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any request for additional funding outside of that amount will required the local authority to make an official request to their MPO or the Joint Highway Committee and the Transportation Commission. An amendment may be required to the STIP with advertisement to the public if approved by the Transportation Commission.

Project Number: STP-LC35(123)
 Project: Phase II Parley's Crossing of I-215
 PIN # 2902
 CID# 50597

	FEDERAL PARTICIPATING	FEDERAL NON- PARTICIPATING
UDOT Oversight Design Phase	\$25,000.00	\$
Consultant Design Costs	\$150,000.00	\$
	\$	\$
Salt Lake County Administrative Cost	\$5,000.00	\$
Salt Lake City Administrative Cost	\$5,000.00	\$
Construction Contract Estimate	\$826,300.00	\$
Construction Engineering, Management & Insp.	\$65,000.00	
UDOT Oversight Construction Phase	\$15,000.00	\$
ESTIMATED TOTAL COSTS	\$1,091,300.00	\$0
GRAND TOTAL (Participating + Non-participating)	\$1,091,300.00	
Enhancement Grant \$500,000.00 (Requires min \$125,000.00 match)	\$500,000.00	
Salt Lake City Funds	\$218,965.00	
Salt Lake County Funds	\$200,000.00.00	
Salt Lake County Funds – UDOT Approved transfer from STP-LC35 (135) (\$250,000.00 maximum)	\$172,335.00	
Additional Local Authority Match Required		\$0

NOTE: The Utah State Transportation Commission has approved \$500,000.00 in total enhancement funds for this project. An additional maximum \$250,000.00 transfer from project STP-LC35 (135) was approved by the UDOT for use to complete the project. Any additional participating project costs above this amount shall be paid equally by the Local Authorities sponsoring the project.

- a. **Payment of LOCAL AUTHORITIES Match For Construction:** Upon signing this agreement, the LOCAL AUTHORITIES will pay their matching share for construction phase estimated at **(\$0.00)**. The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number STP-2290(2)10. Payment should be mailed to the UDOT Comptroller's Office, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
- b. **UDOT Technical Assistance and Engineering Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance or Engineering Service performed by UDOT relative to this project.
- c. **Construction:** The LOCAL AUTHORITY shall pay all costs of construction and construction engineering, less the eligible amount reimbursed to UDOT by the Federal Government. The Joint Highway Committee limits federal participation in construction engineering costs to 20 percent of the construction contract costs for local government projects, provided that the average statewide cost for construction engineering does not exceed the 15 percent limit required by the Federal Government. Construction engineering includes UDOT Project Management and Consultant Construction Engineering.
- d. **Consultant Construction Engineering:** The LOCAL AUTHORITY shall submit four copies of billings 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 and forward to the UDOT Consultant Services Accountant within the Comptroller's Office. UDOT shall pay the Consultant for the LOCAL AUTHORITY, by a separate Engineering Services contract for work covered by the billing.
- h. **Final Inspection and Acceptance:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice 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 project, UDOT shall return the amount of overpayment to the LOCAL AUTHORITY. If the project overruns in costs, the LOCAL AUTHORITY shall pay its share of the additional amount required for completion of the work within 90 days after receiving the final invoice. Federal funds for future projects may be withheld until payment is made.

UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT Project Manager showing costs charged to the project.

4. **Construction Change Orders:** An authorized LOCAL AUTHORITY official shall approve all construction change orders.
5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the CONSULTANT 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. **Maintenance:** The LOCAL AUTHORITY shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."
7. **Parking Regulation and Traffic Control:** After the effective date of this agreement, no changes in parking regulations and traffic control will be made on this project without prior approval of the Federal Highway Administration unless the LOCAL AUTHORITY has a functioning traffic engineering unit with the demonstrated ability, as determined by the UDOT, to apply and maintain sound traffic operations and control. Any requests for revisions should be submitted through UDOT's Region Director.
8. **Inter-local Co-operation Act Requirements:**
 1. This agreement shall be authorized by resolution of the governing body of 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");
 2. 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;
 3. 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;
 4. 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
 5. 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.

9. **Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees:**

UDOT and Salt Lake County each represents that it has not: (1) provided an illegal gift or payoff to a Salt Lake City officer or employee of former Salt Lake City 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 Salt Lake City 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 Salt Lake City officer or employee of former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Project Number: STP-LC35(123)
Project: Phase II Parley's Crossing of I-215
PIN # 2902
CID# 50597

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: _____

_____ Date: _____

Printed Name: _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 2-10-05
By [Signature]

AUTHORIZED LOCAL AUTHORITY OFFICIAL:

By: _____
Title: Mayor or Designee Date: _____

Printed Name: _____

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

On this _____ day of _____, 20 _____, personally appeared before me
_____, who being duly sworn, did say that (s)he is the
_____ of Salt Lake County, Office
of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake county, by
authority of law.

(SEAL)

NOTARY PUBLIC
Residing in Salt Lake County, Utah

UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE

By: _____
Title: Region Director Date: _____

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 of Engineering Services Date: _____

By: _____
Title: Contract Administrator Date: _____

This form agreement has been reviewed and approved by the designated representative of the Attorney General



**PRATT
Executive Committee**

Sen. Karen Hale
Chair

Rita S. Lund

Helen M. Peters

Juan Arce-Larreta

Suzanne Weaver

Lynne Olson

Bill Farrand
Executive Director

**PRATT
Board of Advisors**

Coralie Alder

Bruce Alder

Nathan Alder

Ron Andersen

Jim Bradley

Dave Buhler

Griffin Bullock

Kenneth H. Bullock

Mark Crockett

Malcolm Campbell

Donald Davis

Zeke Dumke III

Fred Fife

Craig Fuller

Randy Horiuchi

Armand Johansen

Jacquelyn Orton

Helen M. Peters

Rhoda Ramsey

Soren Simonsen
Chair

Russell Skousen

Sumner Swaner

Bruce Talbot

Vicki Varela

Suzanne Weaver

February 25, 2005

Councilmember Dale Lambert
Salt Lake City Council
451 South State Street, Suite 304
Salt Lake City, Utah 84111

Dear Chair Lambert and Council Members,

The Board of Directors and Partners of the Parley's Rails, Trails and Tunnels (PRATT) Coalition urge you to approve the Interlocal Agreement with Utah Department of Transportation and Salt Lake County. The agreement is an acknowledgment of the change to Parley's Crossing, Phase Two from construction of a tunnel under I215 to construction of a bridge over the freeway and into Parley's Historic Nature Park.

As you know, Salt Lake County has already signed the agreement, and UDOT has already contracted with a general contractor for design and construction of the project. We are eager for the project to proceed as quickly as possible.

The PRATT Coalition will be thrilled to see this project completed. As always, we are appreciative of your efforts to support us in building the Parley's Creek Corridor Trail.

Sincerely,

Helen M. Peters, Vice-Chair
Parley's Rails, Trails and Tunnels Coalition