

RESOLUTION 86- 156

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN MILLARD COUNTY AND DELTA CITY TO PROVIDE FOR CONSTRUCTION OF A ROADWAY PROJECT REFERRED TO AS THE "SANDHILL ROAD."

BE IT RESOLVED by the City Council of the City of Delta, Utah:

1. Agreement Authorized. Authorization is hereby given for Delta City to enter into the agreement attached to this resolution by and between Millard County and Delta City pursuant to the authority of the Utah Interlocal Cooperation Act. Authorization is hereby given for the Mayor to execute and the City Recorder to attest the execution of the attached agreement.

2. Administration. The City Manager, with the assistance of the Public Works Superintendent, is hereby directed to administer the agreement approved hereby and to make such reports regarding the completion thereof as may be deemed necessary from time to time by the City Council.

3. Effective Date. This resolution shall become effective upon adoption.

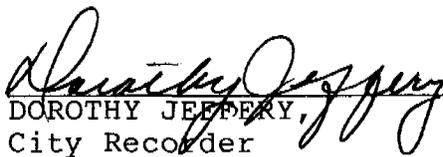
4. Severability. In the event that any provision of this resolution less than the entire resolution is held invalid by a court of competent jurisdiction, this resolution shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this resolution.

5. Repeal of Conflicting Resolutions. To the extent that any resolutions or policies of the City of Delta conflict with the provisions of this resolution, they are hereby amended to be in accordance with the provisions hereof.

PASSED AND APPROVED this 4th day of August, 1986.


RUTH HANSEN, Mayor

Attest:


DOROTHY JEFFERY,
City Recorder

INTERLOCAL COOPERATION ACT AGREEMENT

MILLARD COUNTY ROAD CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into under the authority of the Utah Interlocal Cooperation Act as contained in Chapter 13 of Title 11, Utah Code Annotated (1953), as amended, by and between the following parties:

- I. Millard County, a body corporate and politic of the State of Utah, of P.O. Box 226, Fillmore, Utah 84631, referred to herein as "Millard County"; and
- II. City of Delta, Utah, a municipal corporation and political subdivision of the State of Utah, of P.O. Box 397, Delta, Utah 84624, referred to herein as "Delta City".

WITNESSETH

The parties hereto recite the following as the basis for entering into this agreement:

A. The parties hereto each have charge of the construction, maintenance and repair of streets, roads and other public ways within their respective jurisdictions.

B. The parties have found that it is more efficient and cost effective for the parties to cooperate in construction of a paved roadway located in Sections 5 and 6 of Township 16 South, Range 6 West, Salt Lake Base & Meridian, which roadway is referred to herein as the "Sandhill Road."

NOW, THEREFORE, the parties hereto, for the mutual covenants and other consideration expressed herein, hereby agree as follows:

1. Millard County to Construct Road. Millard County agrees to build, construct and maintain the Sandhill Road project as set out in those certain plans and profiles prepared by Sunrise Engineering, Inc. on May 16, 1985, a copy of which plans and profiles are attached hereto as Exhibit "A" and are by this reference incorporated as part of this agreement. Millard County agrees to provide all labor, engineering, equipment and materials or to contract for the same, as may be necessary for construction of said roadway. Millard County agrees to use its best efforts to complete construction of said project, including laying of a suitable asphalt surface on or before September 30, 1986.

2. Delta City to Pay Proportionate Share. Delta City agrees to pay forty percent (40%) of the total cost of the sub-

ject roadway, limited as set out herein. The parties estimate that the total cost of the described road construction project will be ONE HUNDRED FOUR THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$104,460.00). The parties therefore agree that Delta City shall be obligated to pay not more than FORTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$41,784.00) for said roadway construction project, less any payments previously made during calendar year 1985 or 1986 by Delta City to Millard County for construction work on said roadway. Delta City shall be obligated to make payment only for costs for which Millard County has incurred liability to contractors, suppliers, engineers or other parties, or for labor and fuel costs.

3. Time for Payment. Delta City agrees to make payment of all amounts by which it may become obligated under this agreement within thirty (30) days after submission of an invoice therefor by Millard County.

4. Responsibility for Design and Construction. Millard County shall be fully responsible for the design, construction and inspection of said road improvements. Millard County shall contribute all equipment and manpower necessary for the successful construction of said project, or shall contract for the same and shall be the agency responsible for completion of the project described in this agreement and shall be solely responsible to determine the methods, equipment and manpower used.

5. Water Line Replacement. The parties recognize that it has been necessary for Delta City to relocate an existing water line in order for the road improvements to be constructed in accordance with the plans and profiles attached hereto as Exhibit "A." Delta City shall be responsible for the cost of removing and reinstalling said water line.

6. Maintenance of Road After Construction. After completion of the improvements set out in Exhibit "A," Millard County shall certify completion and inspection of the road improvements to Delta City. Delta City shall then be entitled to inspect the road improvements so completed to determine whether the improvements have been completed in accordance with the plans and profiles attached as Exhibit "A." Once the improvements have been completed in accordance with the plans and profiles attached as Exhibit "A," Delta City shall become responsible and liable for maintenance of the portions of the Sandhill Road project lying within the corporate boundaries of Delta City. Millard County shall be responsible for maintenance of those portions of the Sandhill Road project lying outside the corporate boundaries of Delta City.

7. Amendments. This agreement shall not be amended or modified except in a writing executed by the authorized agents of

each respective party hereto acting pursuant to authorization given by resolution of the governing body of each party in accordance with the Utah Interlocal Cooperation Act.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set out below.

DATED this 26th day of August, 1986.

MILLARD COUNTY


WARREN E. JENSEN, Chairman
Board of County Commissioner

Attest: 
MARLENE WHICKER
Millard County Clerk

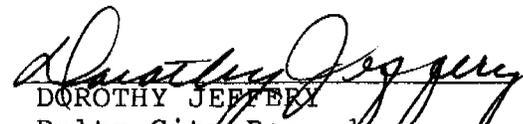
Approved as to form:


STEVEN R. JACKSON

DATED this 4th day of August, 1986.

DELTA CITY


RUTH HANSEN, Mayor

Attest: 
DOROTHY JEFFERY
Delta City Recorder

Approved as to form:


WARREN H. PETERSON
Delta City Attorney