

RESOLUTION NO. R-2024-0010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OREM
AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OREM AND PROVO CITY FOR THE
INSTALLATION OF UTILITIES IN 2000 SOUTH.

WHEREAS, the City of Orem (Orem) and Provo City (Provo) desire to enter into an
interlocal agreement (the "Agreement") pursuant to the Utah Interlocal Co-operation Act, title
11, chapter 13 of the Utah Code for the purpose of designing and constructing storm water and
culinary water utility improvements for Orem to be located in 2000 South between Geneva Road
and the future Lakeview Parkway a draft copy of which is attached hereto as Exhibit "A"; and

WHEREAS, it has been proposed that Provo install a 54-inch and 48-inch storm drain
main and 12-inch water main for Orem to be installed per Orem's standards and specifications;
and

WHEREAS, Orem will reimburse Provo for the contract amount of \$2,074,145.00 for Provo's
contractor to install the above-mentioned utilities and also to pay for any change orders that may
occur during construction related to those utilities; and

WHEREAS, Orem will allow Provo street drainage to be conveyed through the storm
drain main; and

WHEREAS, Orem will have ownership and maintain both the storm drain main and
water main located within Provo's right-of-way in 2000 South, between the future Lakeview
Parkway and Geneva Road; and

WHEREAS, the Orem City Council considered this matter at a duly noticed public
meetings on June 18, 2024 regarding this matter, which facts are found in the public record of
those meetings; and

WHEREAS, after considering the facts presented to the Orem City Council, the Council
finds that: 1) the Agreement should be approved; and 2) such action furthers the health, safety, and
general welfare of the residents of the City of Orem.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
OREM, UTAH, as follows:

PART I

1. The Interlocal Corporation Agreement between the City of Orem and Provo City
regarding the installation and payment for a storm drain main and water main within

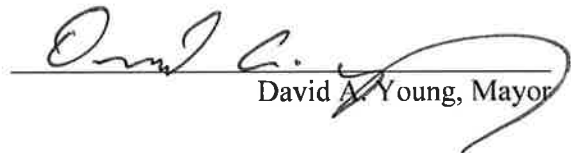
2000 South, between the future Lakeview Parkway and Geneva Road is approved, and the City Manager is hereby authorized to negotiate and execute an Interlocal Agreement in form substantially similar to the draft attached hereto as Exhibit A.

PART II

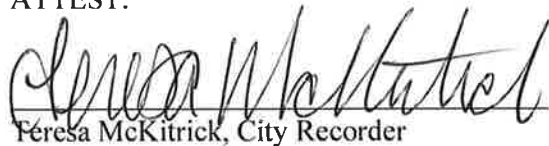
1. This resolution shall become effective immediately upon passage.
2. All other resolutions, ordinances and policies in conflict herewith, either in whole or in part, are hereby repealed.

END OF RESOLUTION

PASSED and APPROVED this 18 day of June, 2024.


David A. Young, Mayor

ATTEST:


Teresa McKittrick, City Recorder



COUNCILMEMBER	YES	NO	ABSTAIN
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David A. Young	☒	☐	☐
Jeff Lambson	☒	☐	☐
Jenn Gale	☒	☐	☐
Tom Macdonald	☒	☐	☐
LaNae Millett	☒	☐	☐
Chris Killpack	☒	☐	☐
David Spencer	☒	☐	☐

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT ("Agreement") made and entered into by and between the City of Orem, a political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057, hereinafter referred to as "Orem" and Provo City Corporation, a political subdivision of the State of Utah, with its principal offices located at 445 West Center Street, Provo, Utah 84601, hereinafter referred to as "Provo."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act ("Act"), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Orem and Provo and,

WHEREAS, all parties to this Agreement are public agencies as defined in the Act.

WHEREAS, it is to the mutual benefit of both Orem and Provo to enter into an agreement allowing the parties to perform the duties as listed below;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until it is automatically terminated in 5 years

from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Orem Attorney's Office and the attorney for Provo. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, Provo shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Orem City Recorder shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of preserving the resources of each entity, and providing for the health, safety, and welfare of the citizens of Orem and Provo by the installation of storm water and culinary water utilities in 2000 North, Provo, Utah as shown in Exhibit B.

Section 4. PARTIES RESPONSIBILITIES

Provo agrees to complete the 2000 North utility design in accordance to Orem's standards and specifications and work with Orem to manage the bid and construction of the water main and storm drain mains in 2000 North. Provo agrees to the maintenance of all storm drain inlets along

2000 North between Geneva Road and the future Lakeview Parkway. Orem agrees to the maintenance of the storm water and culinary water utilities, located on the north side of the road, on 2000 North between Geneva Road and the future Lakeview Parkway. Orem agrees to pay the amount determined by the parties, for Lakeview Parkway & 2000 North Utilities Project, Schedules A and B excluding line items A-4, A-16, and A-17. See Exhibit A for Schedule A and B. Line items A-1, A-2 and A-3 will be paid by Orem and Provo based on a percentage of total line item costs compared to overall line item costs for each municipality. Upon completion of the Project, Orem shall pay compensation to Provo in the amount of Two Million Seventy-Four Thousand One Hundred and Forty-Five Dollars (\$2,074,145.00). This amount shall be the total compensation due to Provo. Payment shall be made within fifteen (15) days of Orem's receipt of Provo's invoice. All payments owed by Orem under this agreement shall be made using automated clearinghouse ("ACH") bank transfers. Orem will not make payments using checks, credit cards, or other means beyond an ACH transfer. Provo agrees to provide Orem with the information necessary for an ACH transfer and authorizes Orem to make payments to Provo through ACH transfers. Orem agrees to work with Provo and its contractor to review, approve, and pay for any change order necessary to complete the work on Schedules A and B. The Change order process will be per Provo standards. Both parties agree to have inspectors on site periodically to verify the contractor is installing the storm drain and water mains to the proper specifications and standards identified in the project bid and contract documents. This agreement is contingent on Orem determining and providing an approved path for groundwater discharge during construction.

Section 5. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out

of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of Orem City, with the official keeper of records of City Recorder, and shall remain on file for public inspection during the term of this Agreement.

Section 7. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 8. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent

permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 10. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the 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 each of the parties have participated in the preparation hereof.

Section 11. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 12. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 13. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 14. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 15. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 16. ELECTRONIC TRANSACTION AND SIGNATURE

Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

CITY OF OREM

Authorized by Resolution No. 2024-____, authorized and passed on the ____ day of _____, 2024.

City of Orem, UTAH

By: _____
Brenn D. Bybee, City Manager

ATTEST:
Orem City Recorder

By: _____
Teresa McKittrick, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
_____, City of Orem Attorney

By: _____
City Attorney

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

PROVO CITY, UTAH

By: _____
MICHELLE KAUFUSI, Mayor

ATTEST: _____
Provo City Recorder

By: _____
Provo City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
_____, Provo City Attorney

By: _____
City Attorney

EXHIBIT A

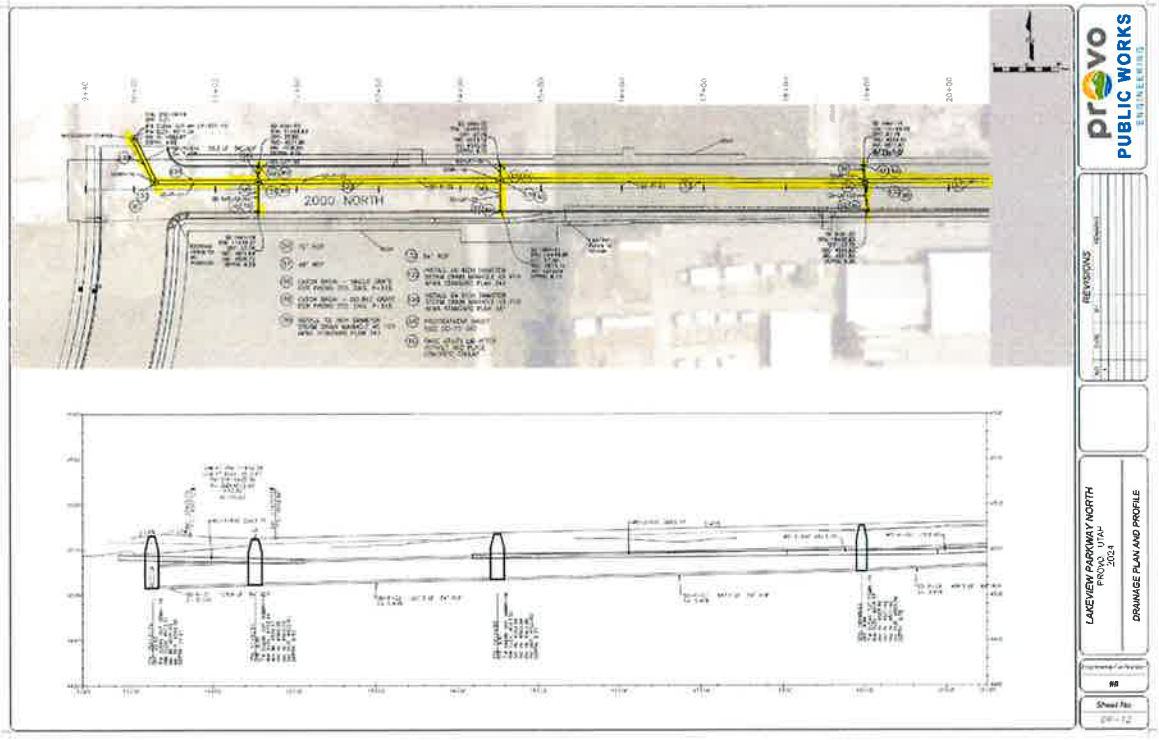
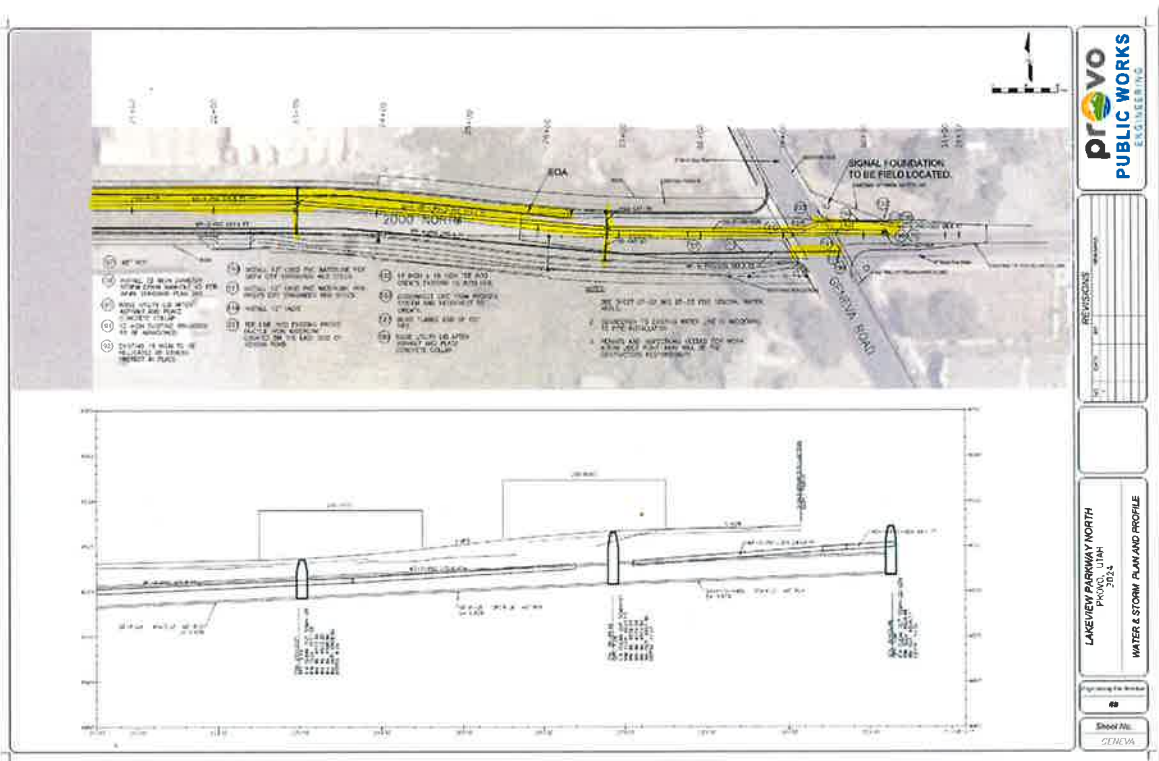
SCHEDULE A – 2000 NORTH OREM UTILITIES

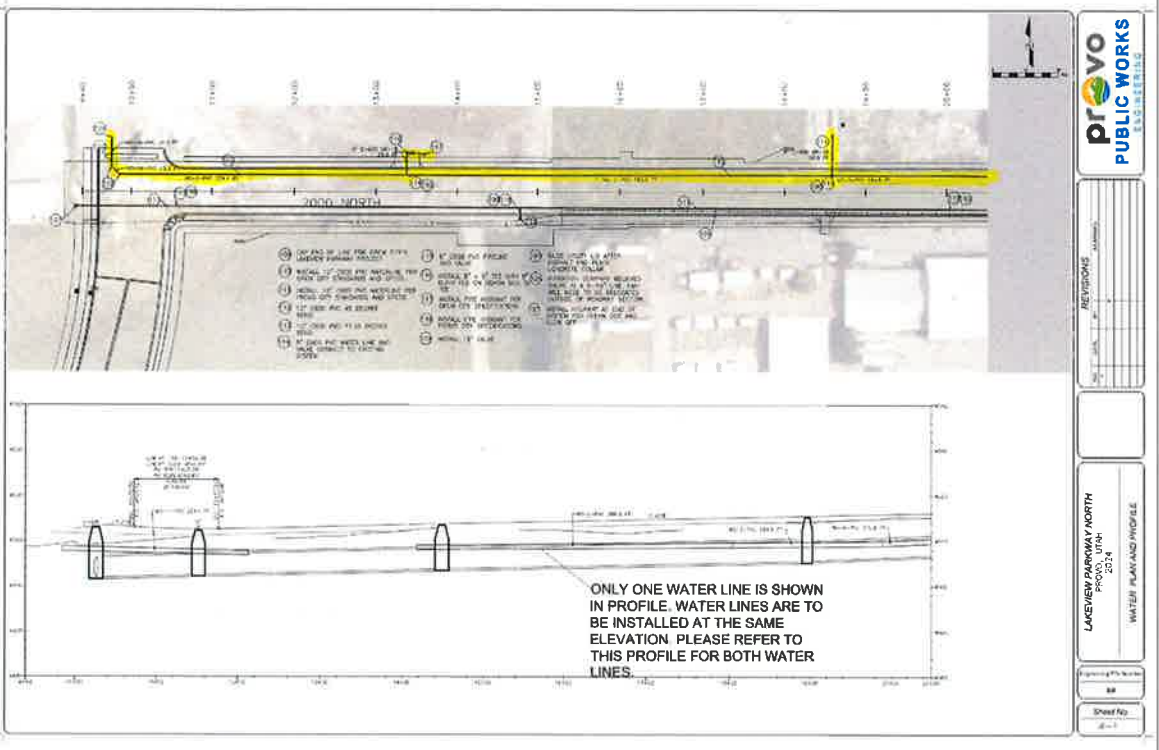
Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
A-1	01 55 26M	Traffic Control	Lump	1		
A-2	01 57 00	SWPPP	Lump	1		
A-3	01 71 13	Mobilization and Demobilization	Lump	1		
A-4	33 05 02	15" RCP Storm Drain Pipe, Class III – Owner Provided Material	LF	280		
A-5	33 05 02	54" RCP Storm Drain Pipe, Class III	LF	935		
A-6	33 05 02	48" RCP Storm Drain Pipe, Class III	LF	1005		
A-7	33 05 05, 33 11 00M	12" C900 PVC, DR-18 Water Line	LF	1710		
A-8	33 05 05, 33 11 00M	12" 45° Water Line Bend	Each	2		
A-9	33 05 05, 33 11 00M	8" X 6" Tee w/Blind Flange	Each	1		
A-10	33 05 05, 3:	12" 11.25 Water Line Bend	Each	2		
A-11	33 05 05, 3:	8" C900 PVC, DR-18 Water Line	LF	80		
A-12	33 12 16	8" Gate Valve	Each	2		
A-13	33 12 19	Fire Hydrant	Each	1		
A-14	33 41 00	84" Dia Storm Drain Manhole	Each	3		
A-15	33 41 00	96" Dia Storm Drain Manhole	Each	1		
A-16	33 41 00	Single Catch Basin – Owner Provided Material	Each	6		
A-17	33 41 00	Double Catch Basin – Owner Provided Material	Each	4		
A-18	33 41 00	72" Dia Storm Drain Manhole	Each	2		
Schedule A Total:						

SCHEDULE B – GENEVA ROAD UTILITY CROSSING

Item	Spec. No.	Description	Unit	Quantity	Unit Price	Total
B-1	01 55 26M	Traffic Control	Lump	1		
B-2	02 41 13	Blind Flange Existing Water Line	Each	1		
B-3	02 41 14	Remove Asphalt Concrete Pavement	SY	395		
B-4	2056	UDOT Granular Borrow	CY	135		
B-5	02741M	UDOT 1/2" HMA, PG 64-34	Ton	160		
B-6	32 11 23	Untreated Base Course - Grade 3/4	CY	90		
B-7	33 05 02	48" RCP Storm Drain Pipe, Class III	LF	130		
B-8	33 05 05, 33 11 00M	12" C900 PVC, DR-18 Water Line	LF	150		
B-9	33 05 14M	Adjust Water Valve to Grade	Each	2		
B-10	33 05 14M	Adjust Manhole to Grade	Each	1		
B-11	33 12 16	12" Gate Valve	Each	1		
B-12	33 12 16	12" Butterfly Valve	Each	1		
B-13	33 41 00	72" Dia Storm Drain Manhole	Each	1		
Schedule B Total:						

EXHIBIT B





provo
PUBLIC WORKS
DESIGNED

REVISIONS

LAKEVIEW PARKWAY NORTH
PROVO, UTAH
2014
WATER PLAN AND PROFILE

Sheet No.
2 of 2

