

RESOLUTION 2020-16

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AN INTERLOCAL WATER SERVICE AGREEMENT BY AND BETWEEN SOUTH WEBER CITY AND THE U.S. DEPARTMENT OF LABOR

WHEREAS, the Weber Basin Job Corps owns and operates its own public water system which is delivered from the City's water system; and

WHEREAS, Job Corp must bring their system into compliance with the State Division of Drinking Water by December 30, 2020; and

WHEREAS, South Weber's 2016 Culinary Water Capital Facility Plan identifies the East Bench Transmission Line Project as one of the top five projects; and

WHEREAS, the City desires to replace the current line with a more accessible, hydraulically efficient location which would not run directly through the Job Corps campus; and

WHEREAS, Job Corps proposed paying their portion of the replacement line as well as professional services of the City's project as an incentive to combine the projects managed by the City; and

WHEREAS, the Department of Labor, the federal agency that funds capital projects for the Job Corps, has negotiated an agreement which is fiscally advantageous to the City;

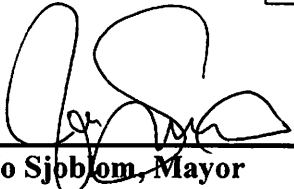
NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The Department of Labor Water Service Agreement is hereby approved as attached in Exhibit 1.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 19th day of May 2020.

| Roll call vote is as follows: | | |
|-------------------------------|-----|---------|
| Council Member Alberts | FOR | AGAINST |
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Soderquist | FOR | AGAINST |
| Council Member Winsor | FOR | AGAINST |



Jo Sjoblom, Mayor



Attest: Lisa Smith, Recorder

EXHIBIT 1

WATER SERVICE AGREEMENT BETWEEN SOUTH WEBER CITY, UTAH AND THE UNITED STATES DEPARTMENT OF LABOR

**WATER SERVICE AGREEMENT BETWEEN
SOUTH WEBER CITY, UTAH AND THE UNITED STATES DEPARTMENT OF LABOR**

This WATER SERVICE AGREEMENT (“AGREEMENT”) with a service fee and connection fee is entered into this 7th day of May 2020, between South Weber City, a municipal corporation of the State of Utah (“CITY”), and the United States Department of Labor, acting for and on behalf of the Weber Basin Job Corps Center (“CORPS”), singularly “Party,” collectively “Parties.”

RECITALS

WHEREAS, CITY is a municipal corporation organized and acting under the provisions of the laws of the State of Utah and pursuant to its authority operates a public water system serving residential, commercial, and industrial water customers within its service area in Davis County, Utah;

WHEREAS, CORPS is a public agency providing services to individuals and acting under the provisions of Federal Code Section 29 USC 3101, et seq.; and

WHEREAS, CORPS owns a water line (PWS ID: UTAH06008) for the Weber Basin Job Corps Center in Davis County, Utah (“CAMPUS”); and

WHEREAS, CORPS has entered into an agreement with the Utah Department of Environmental Quality Division of Drinking Water (“DDW”) to have deficiencies corrected with respect to the water provided to the Weber Basin JCC correct deficiencies by December 20, 2020;

WHEREAS, CITY owns and operates a public water system (PWS ID: UTAH06010) that includes a water storage reservoir (“RESERVOIR”) located above the CAMPUS and a water line that connects RESERVOIR to CITY’S water distribution system, with the water line transecting CAMPUS; and

WHEREAS, CITY, as part of its operation of the public water system, is planning a project to design and construct a new water line outside the limits of the campus and abandon the aforementioned water line (“CITY PROJECT”); and

WHEREAS, CORPS receives water service through the CITY’s public water system; and

WHEREAS, CITY, as part of its construction of its new water line agrees to additionally construct a new water line to serve the Weber Basin JCC, which water line the City shall own,

WHEREAS, the new water line to serve the Weber Basin JCC will constitute the required connecting facilities to the water system, and will be paid for by the CORPS through payment of a Connection Fee to CITY; and

WHEREAS, CITY, as part of its construction of the water line serving the Weber Basin JCC, will ensure that the new water line fixes the deficiencies cited by the DDW and otherwise complies with the requirements of the DDW;

WHEREAS, CITY PROJECT will disrupt water service to the CORPS; and

WHEREAS, CITY PROJECT received a categorical exclusion from the United States Forest Service (“USFS”); and

WHEREAS, Parties deem it mutually advantageous to enter into this WATER SERVICE AGREEMENT which upon completion will bring the water line serving the Weber Basin JCC into compliance with DDW; and will result in the CORPS receiving water through a new water line built and owned by CITY.

NOW, THEREFORE, considering the foregoing, the Parties hereto agree as follows:

(1) DUTIES AND RESPONSIBILITIES

CORPS agrees to pay a Connection Fee for the CITY’s provision of connecting facilities from the CITY’s water system thereby enabling water services to be provided to the Weber Basin JCC. See PAYMENTS section below for more information.

As part of this AGREEMENT, CORPS agrees to:

1. Provide to the CITY a copy of its Corrective Action Plan entered into with the Division of Drinking Water;
2. Provide any and all known records and/or design of water infrastructure within CAMPUS;
3. Authorize Great Basin Engineering (Ogden, Utah) to release any and all information gathered during 2018/2019 water system reconnaissance, including any topographic and potholing information;
4. Notify CITY of any corrections that need to be made during the warranty period (see also paragraph 3b); and
5. Assist with expediting CITY’s application to the USFS for a Categorical Exclusion for the CITY PROJECT.

As part of this AGREEMENT, CITY agrees to:

1. Build a new water line (connecting facilities) to service the Weber Job Corps JCC, which water line connects to the CITY water system, and which new water line complies with the requirements of DDW;
2. Through the new water line/connecting facilities to be built to service the Weber Basin JCC, supply the Weber Basin JCC with water services;
3. Comply with Federal, State and local requirements, as applicable, in building the water line/connecting facilities to serve the Weber Basin JCC.

(2) PAYMENTS

CORPS agrees to pay to CITY a SERVICE FEE to cover the INITIAL SERVICES and PROJECT MANAGEMENT SERVICES. This SERVICE FEE shall be an amount not to exceed \$415,000.00.

CORPS agrees to pay to CITY a CONNECTION FEE. This CONNECTION FEE shall be an amount not to exceed \$1,400,000.00 in accordance with Federal Acquisition Regulation Clause 52.241-9 entitled Connection Charge, Alternate I as a nonrefundable charge.

(2a) BILLING/INVOICING

SERVICE FEE: Within 30 days of execution of this AGREEMENT, CITY agrees to invoice CORPS for 100% of the SERVICE FEE.

CONNECTION FEE: Within 30 days of execution of this AGREEMENT, CITY agrees to invoice CORPS for 50% of the CONNECTION FEE. CITY agrees to invoice CORPS for the balance of the CONNECTION FEE upon conclusion of the CITY PROJECT.

(2b) CORPS PAYMENTS TO CITY

CORPS agrees to make prompt payment to CITY. Invoices shall be due within 15 days of the date of each invoice. If full payment is not received by CITY within 30 days of the date of the invoice, a late fee may be assessed in the amount of 1% of the past due amount with a minimum charge of \$200. Such amounts not received by CITY within 30 days of the date of the invoice are subject to 1.5% annual percentage rate.

(2c) REFUND OF UNUSED FEES

CITY agrees to credit and/or refund to CORPS unspent amounts of SERVICE FEE and the CONNECTION FEE paid to the CITY under paragraph 4b.

(2d) EXCEEDANCE OF ESTIMATED FEE

CITY agrees to monitor changes in amounts spent for INITIAL SERVICES and PROJECT MANAGEMENT SERVICES and notify CORPS immediately should the service costs related to the CORPS PROJECT expect to exceed the SERVICE FEE estimated cost found in Section 4. Maria J. Pizarro, US Department of Labor Contracting Officer, is authorized to approve service costs exceeding the estimated amount.

CITY agrees to monitor changes in amounts spent for the CORPS PROJECT and notify CORPS should the costs expect to exceed the CONNECTION FEE estimated cost found in Section 2. Maria J. Pizarro, US Department of Labor Contracting Officer, is authorized to approve costs exceeding the estimated amount.

CORPS agrees to pay for any reasonable changes, appropriately documented, which changes are over the estimated amounts.

(3) CHANGES

PARTIES acknowledge that unforeseen conditions and difficulties arise during projects; and changes may be required to modify the AGREEMENT during the project.

CITY agrees to monitor changes made throughout the project and notify CORPS' contracting officer immediately should the net changes made related to the CORPS PROJECT expect to exceed the

estimated amount. Maria J. Pizarro, US Department of Labor Contracting Officer, is authorized to authorize changes exceeding the estimated amount.

(4) SCHEDULE

Parties agree that time is of the essence regarding the execution of this AGREEMENT and the completion of the tasks contained herein. Both Parties agree to work expeditiously and collaborate with one another for the completion of the CORPS PROJECT.

(4a) PLANNING AND ENGINEERING

Planning and engineering will commence immediately upon execution of this AGREEMENT and payment of SERVICE FEE to CITY. Barring any unforeseen delays, it is anticipated that planning and engineering will be complete on or before August 1, 2020.

(4b) PROJECT

Project within the CAMPUS will commence on or around September 1, 2020. Barring any unforeseen or unexpected delays, major activities are expected to be complete by November 30, 2020. Minor activities, including landscape repair and cleanup, may continue through December 31, 2020.

CORPS should expect interruptions to water service sporadically during project.

(4c) DDW DEADLINE

Based on paragraphs 6a and 6b above, CITY believes the December 20, 2020 deadline stipulated in the CAP to be obtainable.

(5) TERM OF AGREEMENT

This agreement shall remain in full force and effect until Final Acceptance of the CITY PROJECT is issued by CITY ENGINEER. It is expressly understood that neither CITY nor CORPS is obligated to continue any service beyond the expiration date of this AGREEMENT, other than completion of warranty items.

(6) RIGHT OF ENTRY

By way of this AGREEMENT, CORPS authorizes CITY and its authorized assigns and agents the right of entry to CAMPUS, including buildings, in order to complete tasks associated with CITY PROJECT.

(7) AGREEMENT MODIFICATION

This AGREEMENT may be amended, modified, or supplemented, in whole or in part by mutual consent in a written document duly executed by each Party. Only the Contracting Officer (Department of Labor) is authorized to make modifications for the CORPS.

(7) REGULATORY AGENCIES

This AGREEMENT and the privileges and duties of each Party are subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Utah, and the Parties agree to work together to obtain such permits, certificates or the like, as may be required to comply therewith.

(8) FORCE MAJEURE

No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) herein so long as and to the extent to which any delay or failure in the fulfillment of such obligation is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, or acts, omissions or delays in acting by any financial institution, governmental authority, or the other party. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Parties of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

(9) SEVERABILITY

If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

(10) CONTACTS

Any writings, notices, and grievances to either party shall be sent to:

| For CITY: | For CORPS: | For CORPS: |
|---------------------------|--------------------------|-----------------------------|
| South Weber City | Department of Labor | Department of Labor |
| ATTN: David J. Larson | ATTN: Maria J. Pizarro | ATTN: Document Control |
| 1600 E. South Weber Drive | 200 Constitution Ave, NW | 2101 Wilson Blvd, Suite 200 |
| South Weber, UT 84405 | Room N-4643 | Arlington, VA 22201 |
| | Washington, DC 20210 | |

Any billings and payments to either party shall be sent to:

| For CITY: | For CORPS: | CC for CORPS: |
|---------------------------|--------------------------|-----------------------------|
| South Weber City | Department of Labor | Johannes Hoffman |
| ATTN: Mark McRae | ATTN: Maria J. Pizarro | Department of Labor |
| 1600 E. South Weber Drive | 200 Constitution Ave, NW | ATTN: Document Control |
| South Weber, UT 84405 | Room N-4643 | 2101 Wilson Blvd, Suite 200 |
| | Washington, DC 20210 | Arlington, VA 22201 |

Authorized representatives for this AGREEMENT are:

| For CITY: | For CORPS: |
|---------------------------|---------------------------------------|
| David Larson | Eric Bracken |
| South Weber City Manager | Weber Basin Job Corps Center Director |
| 1600 E. South Weber Drive | 7400 Cornia Drive |
| South Weber, UT 84405 | South Weber, UT 84405-9605 |

(continued on next page)


WITNESS the signature of the Parties on the day and year above written.

SOUTH WEBER CITY

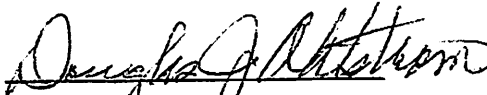
US DEPT OF LABOR, OFFICE OF JOB CORPS

By:  5/19/2020
David J. Larson
City Manager

By Maria J. Pizarro
Maria J. Pizarro 5/11/2020
Contracting Officer

Attest: 
Lisa Smith
City Recorder

Attest: _____
Its: _____

Approved as to Form: 
Douglas J. Ahlstrom
City Attorney