RESOLUTION NO. 00-13

ROLL CALL

VOTING	YES	NO
MAYOR DALE R. BARNEY *(votes only in case of tie)*		
SHERMAN E. HUFF *Councilmember*	X	
LILLIAN J. SHEPHERD *Councilmember*	X	
GLENN A. JAMES *Councilmember*	X	
ROY L. JOHNS *Councilmember*	X	
EVERETT KELEPOLO *Councilmember*	*(absent)*	

I MOVE this resolution be adopted: Councilmember Johns
I SECOND the foregoing motion: Councilmember Shepherd

RESOLUTION 00-13

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SECOND ADDENDUM INTERLOCAL AGREEMENT

WHEREAS, Spanish Fork is a member of an Interlocal Agreement for a GPS system along with the Cities of Springville, Payson, Salem, and Santaquin; and

WHEREAS, an additional employee is needed, along with additional equipment in order to make the system more efficient and beneficial;

NOW THEREFORE, be it resolved by the Spanish Fork City Council as follows:

1. The Mayor of Spanish Fork City is hereby authorized to execute a document entitled "Second Addendum" to GPS Interlocal Agreement II, ~~of~~ a copy of which is attached.

DATED this 2nd day of May, 2000.

SECTION II

This resolution adopted this 2nd day of May 2000, by the City Council of Spanish Fork City, Utah.

DALE R. BARNEY, Mayor

ATTEST:

KENT R. CLARK, City Recorder

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2ND ADDENDUM TO G.P.S. INTERLOCAL AGREEMENT II

WHEREAS, the Cities of Springville, Spanish Fork, Payson, Salem and Santaquin have entered into an interlocal agreement pursuant to the Utah Interlocal Cooperation Act, which agreement is entitled G.P.S. Interlocal Agreement II; and

WHEREAS, the G.P.S. Interlocal Agreement II provides for full-time employees to be shared by the Cities in order to implement a G.P.S. system; and

WHEREAS, some of the Cities could use the same employees to do mapping and related work for a GIS system; and

WHEREAS, a GIS system is also beneficial to all of the Cities;

NOW THEREFORE, Springville, Spanish Fork, Payson, Salem and Santaquin Cities hereby agree to add this addendum to the G.P.S. Interlocal Agreement II and hereby contract, covenant, and agree as follows:

1. The Cities agree to pool their resources in order to hire a third full-time employee. The employee will be an employee of Spanish Fork City.
2. It is anticipated that the initial budget for the third full time employee will be $48,000.00 per annum. Spanish Fork will notify the other Cities of future anticipated budget amounts 90 days prior to the beginning of each fiscal year. Each City will contribute its pro-rata share of the budget, based upon the percentages shown in paragraph 6.
3. The Cities agree to pool their resources in order to purchase computer hardware and software and a GPS permanent base in

order to have the employees operate the system more effectively.

4. Spanish Fork City will coordinate the purchase of the additional equipment.

5. The estimated cost of the equipment is $67,000.00 which will be shared by the Cities according to the percentage shown in paragraph 6. The portion of the costs related to the permanent base and additional rover (approximately $45,000) must be paid in full prior to purchasing the equipment. The equipment will be purchased in July, 2000 so payments are due to Spanish Fork City between July 10th and 15th, 2000. The balance of the equipment cost may be allocated throughout the year, pursuant to the earlier agreement.

6. The Cities will share the expense of the third employee and additional equipment based on these percentages:

CITY	PERCENT
SPRINGVILLE	25%
SPANISH FORK	35%
PAYSON	25%
SALEM	7.5%
SANTAQUIN	7.5%

7. In the event that the cost of the equipment increases, the Cities will pay their pro-rata share based upon the percent outlined in the preceding paragraph. Paragraphs 7-15 of the G.P.S. Interlocal Agreement II are incorporated herein as if fully set forth herein.

8. This addendum does not alter any of the requirements of the G.P.S. Interlocal

Agreement II, nor prior amendments thereto, but merely provides for the purchase of additional equipment and a third employee to operate the system more effectively. The terms and conditions of the GPS Interlocal Agreement II remain in full force and effect.

DATED this _____ of February, 2000.

SPRINGVILLE CITY by:

_____
HAL R. WING, Mayor

ATTEST by:

_____
JO EVANS, Recorder

APPROVED AS TO FORM

_____
TROY FITZGERALD, Springville City Attorney

SPANISH FORK CITY by:

Dale R. Barney
DALE R. BARNEY, Mayor

ATTEST by:

Kent R. Clark
KENT R. CLARK, Recorder

APPROVED AS TO FORM

S. Junior Baker
S. JUNIOR BAKER, Spanish Fork City Attorney

CORPORATE SEAL OF SPANISH FORK CITY
UTAH

PAYSON CITY by:

GORDON TAYLOR, Mayor

ATTEST by:

JEANETTE C. GERRARD, Recorder

APPROVED AS TO FORM

DAVID TUCKETT, Payson City Attorney

SALEM CITY by:

RANDY BRAILSFORD, Mayor

ATTEST by:

PAUL HAIR, Recorder

APPROVED AS TO FORM

S. JUNIOR BAKER, Salem City Attorney

SANTAQUIN CITY by:

KEITH BROADHEAD, Mayor

ATTEST by:

SUSAN FARNSWORTH, Recorder

APPROVED AS TO FORM

MITCHELL MAUGHN, Santaquin City Attorney