

MILLCREEK, UTAH
RESOLUTION NO. 23-35

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR AMENDMENT
NO. 6 TO AGREEMENT FOR ADDRESSING SERVICES**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on July 25, 2023, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for amendment no. 6 to agreement for addressing services; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County (“*County*”) and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the County and Millcreek entered into an Agreement for Addressing, First Amended Agreement, Second Amended, Third Amended, Amendment No. Four, and Amendment No. Five, wherein County provides certain addressing services for Millcreek in exchange for certain consideration; and

WHEREAS, the Fifth Amended Agreement expired on June 30, 2023; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to renew the Addressing Agreement for an additional three year term; and

WHEREAS, a Sixth Amended Agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

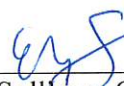
WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 23-35, shall take effect immediately on passage.

PASSED AND APPROVED by the Council this 25th day of July, 2023.

ATTEST:



Elyse Sullivan, City Recorder



MILLCREEK



Jeff Silvestrini, Mayor

Roll Call Vote:

| | | |
|-------------|--------------------------------------|--------------------------|
| Silvestrini | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Catten | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| DeSirant | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Jackson | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| Uipi | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

AMENDMENT NO. 6

to the

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

for its Addressing Division

and

MILLCREEK CITY

THIS SIXTH AMENDMENT (“Amendment”) is entered into this 10th day of July, 2023, by and between SALT LAKE COUNTY, on behalf of its Addressing Division, a body corporate and politic of the State of Utah (“County”), and MILLCREEK CITY, a municipal corporation of the State of Utah (“City”). County and City may be collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the Parties entered into an Interlocal Agreement for Addressing on or about July 19, 2017 (“Agreement”), wherein County was to provide certain addressing services for Millcreek in exchange for certain consideration, with the original Agreement having a term ending on June 30, 2018; and

WHEREAS, in 2018, 2019, 2020, 2021, and 2022 the Parties renewed the Agreement for additional one-year terms; and

WHEREAS, the Parties are desirous to renew the Agreement for an additional three-year term; and

WHEREAS, Parties have determined that it is mutually advantageous to enter into this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants and undertakings of the parties hereto, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. Paragraph 13 of the Agreement shall be amended to read as follows:
The terms of this Agreement shall commence upon July 1, 2017, and shall expire on June 30, 2018. This Agreement may be renewed for additional terms by a writing signed by both parties, and as set forth in Paragraph 14 below. Either party may terminate this Agreement at any time, with or without cause, by giving one hundred eighty days prior written notice to the other party. Such termination shall not be considered a breach of contract.
2. Pursuant to paragraph 13 of the Agreement, the Agreement shall be renewed for a three-year period, effective on July 1, 2023, and continue through June 30, 2026.
3. Pursuant to paragraph 14 of the Agreement, the Addressing Fee Schedule attached hereto reflects the Contract Price of the Services to be provided under the Agreement.
4. All other provisions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the date and year specified above.

[Signature Pages to Follow]

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Approved by:
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
Megan Hillyard
Department Director

Date: _____

**Reviewed as to Form
and Legality**
Salt Lake County
District Attorney's Office
Dianne Orcutt

Digitally signed by Dianne Orcutt
Date: 2023.05.26 13:29:22 -0600'

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY


^{JLS}
MILLCREEK CITY *a Utah municipal corporation*

By 
Jeff Silvestrini, Mayor

Date _____




ATTEST:

By 
City Recorder

Date _____

Approved as to Form and Legality:

By 
John Brems
City Attorney

Date 7/10/23

| Service ID | Service | Service Detail | Flat Fee | ***Per Building Address and Unit |
|------------|--|---|----------|-----------------------------------|
| A-5 | Assignment of Address for Multiple Unit Structures | Provide assignment of address information. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services. For non-recorded site plans, an affidavit will be recorded with the Salt Lake Recorder's Office, identifying parcel number, assigned address and legal description. Notification will be sent to the contract agency, the developer, and public safety dispatch agencies. | \$100.00 | \$40.00/bldg + \$2.00/unit |
| A-6 | Configuration Change - Additional Addresses Required | If additional addresses are needed, due to additional lots or units having been added, they will be billed as new addresses. Per address fee will be dependent on whether they are individual structures requiring addresses or additional units requiring addresses. | | \$40.00/bldg or \$2.00/unit |

*Per address fee is an addition to flat fee. For example, Assignment of Address fee for a single address would be \$100 + \$40. For more than a one address, the fee would be \$100 + (number of addresses x \$40).

**Each Additional Review Flat Fee is determined by the number of addresses. Unit addresses are considered addresses. For site plans or plats that have 200 addresses the flat fee for each additional review will be billed \$75.00.

***Multiple Unit Structures will have a per building fee plus per unit fee in addition to the flat fee. For more than one structure and more than one unit, the fee would be \$100 + (number of structures x \$40 + number of units x \$2).