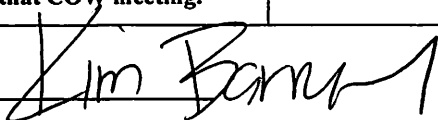


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	
--------------------------------------	--

Date of Request	July 3, 2017
Requesting Staff Member	Alison Weyher
Requested Council Date	July 11, 2017
Topic/Discussion Title	Approval of Millcreek City/Public Works Department Contract for Services
Description	Millcreek City is contracting with the Salt Lake County Public Works Department to receive public works services from the County at a similar level to what is currently provided. The agreement is for one year (July 1, 2017 through June 30, 2018) and may be renewed annually. The contract price will be based upon work performed under an approved cost structure included in the agreement.
Requested Action¹	Approval of Interlocal Agreement
Presenter(s)	Consent
Time Needed²	
Time Sensitive³	
Specific Time(s)⁴	
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
MILLCREEK FOR PUBLIC WORKS SERVICES.

WITNESSETH

WHEREAS, Salt Lake County ("County") and Millcreek ("City") are local governmental units and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the "Interlocal Act"), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, County provides public works services to unincorporated portions of Salt Lake County and by contract to other municipalities located in Salt Lake County; and

WHEREAS, City is in need of such public works services and County is willing to provide such public works services to City pursuant to the terms and conditions of the Interlocal Cooperation Agreement attached hereto; and

WHEREAS, it has been determined that the best interests of the County and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this ____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL:

By: _____
Steve DeBry, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

Angela Lane

Angela Lane
Deputy District Attorney

Date: 06/27/17

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

EXHIBIT 1
INTERLOCAL AGREEMENT

AGREEMENT FOR PUBLIC WORKS SERVICES

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 by and between SALT LAKE COUNTY, on behalf of its Public Works Operations Division, a body corporate and politic of the state of Utah ("County"), and MILLCREEK, 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 Code Ann. § 11-13-101, et seq. (Interlocal Cooperation Act), to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, County provides public works services to the unincorporated portions of Salt Lake County, and by contract to other municipalities located within Salt Lake County; and

WHEREAS, City is in need of such public works services and County is willing to provide such public work services to City pursuant to the terms and conditions of this Agreement; and

WHEREAS, Parties intend that the services to be provided by County will be provided on an actual cost basis, and the Parties agree that such actual cost basis is reasonable, fair, and adequate compensation to County for providing such services; and

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

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. **Scope of services to be provided.** During the term of this Agreement, County shall furnish to City all public works services as specified (the "Services") herein within the corporate limits of the City (the "City Limits"). Unless the level and type of Services is modified pursuant to Paragraph 17 below, the Services provided hereunder shall be substantially the same quality, scope and level as was provided within City Limits by County before City's incorporation.

2. **Detailed description of minimum services.** The County shall provide the following Services within the City Limits:

a. ***Administrative.*** Adequate administrative personnel, equipment, and supplies necessary to support a modern, well-equipped public works department in compliance with all applicable laws, regulations, and standards.

b. ***Road Maintenance.*** Adequate non-administrative personnel, equipment, and supplies necessary to support a modern, well-equipped road maintenance system. “Roadways” as used in this agreement means the roads within the City Limits that fall under the jurisdiction of the City. Roads that are maintained by the state of Utah and private roads are excluded. The specific road maintenance services to be provided by the County within City Limits are as follows:

i. ***Overlay.*** During the term of this agreement, the County shall overlay the approximate square footage as outlined in Exhibit A, within the City Limits in accordance with the pavement management system described below. The County shall use its current process of overlay, which included milling the existing surface of the roadway, if needed; sweeping if needed, notify utilities to raise manholes lids and other access lids to grade, apply tack coat, maintain a minimum 2% cross slope, where possible, ensure that seam and joints are smooth, compact. Preparation for the overlay may also include crack sealing, hand patching, mechanical patching and/or level course as deemed necessary by the County to provide the best final product or as directed by the City. Before undertaking general road maintenance within City Limits, the County shall so notify (by door hangers, mailings, or emails) at least two days prior to the commencement of such work the resident living on or businesses located or affected by roadways where traffic restriction or inconvenience may occur, as a result of any general road maintenance.

ii. ***Slurry Seal.*** During the term of this agreement, the County shall contract with an outside vendor to slurry seal the approximate square footage outlined in Exhibit A within City Limits in accordance with the pavement management system described below. Preparation for slurry seal may also include crack sealing, hand patching, mechanical patching and /or level course as deemed necessary by the County to provide the best final product or as directed by the City. Before undertaking any general road maintenance within City Limits, County shall so notify (by door hangers, mailings, or email) at least two days prior to the commencement of such work the residents living on or businesses located or affected by roadways where traffic restriction or inconvenience may occur, as a result of any general road maintenance.

iii. ***Chip Seal.*** During the term of this agreement, County shall chip seal the approximate square footage outlined in Exhibit A within City Limits in accordance with the pavement management system described below. Preparation for the chip seal may also include crack sealing, hand patching, mechanical patching and /or level course as deemed necessary by County to provide the best final produce or as directed by City. Before undertaking any general road maintenance within City Limits, County shall so notify (by door hangers, mailings, or email) at least two days prior to the commencement of such work the residents

living on or businesses located or affected by Roadways where traffic restriction or inconvenience may occur, as a result of any general road maintenance.

iv. **General Road Maintenance.** General road maintenance is the process of providing adequate general maintenance for all roadways. County regularly shall inspect the City's roadways and perform general road maintenance as needed or as reasonably directed by City. General road maintenance to be performed by County includes pothole patching, crack sealing, hand patching, mechanical patching, and level course. After patching, the roadway shall be swept within seven days to remove any loose material. All general road maintenance on the Roadways shall be performed so as to limit traffic restrictions and inconveniences within City Limits.

v. **Street Sweeping.** The County shall sweep the Roadways at least once each year, and promptly shall respond as needed to sweep spills, accident sites, or other areas as directed by City.

c. **Pavement Management.** County shall employ a pavement management system that includes an adequate pavement management software program and regular physical and visual inventories of all the Roadways. County shall annually provide City with a copy of the recommendations of its pavement management system, including maps, engineering cost estimates, and historical databases for all pavement maintenance activities involving the Roadways. As directed by City from time to time, the County shall modify or accelerate implementation of any portion of the pavement management system including, but not limited to, slurry seal. Such acceleration shall be considered a change in level of service as provided in Paragraph 17 below. Upon request of City and at the conclusion of this Agreement, County shall provide to City in a form acceptable to City the recommendations of the pavement management system and all attendant databases of the pavement management system and the same shall become property of City.

d. **Snow Removal.** County shall provide the personnel, equipment, and supplies (including, without limitation, adequate sand, salt, or other ice or snow melting agent) necessary to remove snow and ice from the Roadways, and to provide a modern, well-equipped snow removal services at substantially the same quality, scope, and level as was provided within City Limits prior to incorporation of City (unless otherwise modified under Paragraph 17 of this Agreement). Except for an extraordinary snowstorm, snow removal shall include at a minimum at least one pass of a snow plow on all Roadways no later than 24 hours after the end of any single storm.

e. **Traffic Analysis.** County shall provide traffic analysis as reasonably directed by City. The traffic analysis provided by County shall include, without limitation, speeds, traffic volumes, and turning movement columns. Such traffic analysis shall also include accident reports which include information on weather, road conditions, and the type of accident, injury, property damages, and geographical location of such accidents. County shall also act as City's liaison with local school districts to discuss, analyze, and promote safe walk routes, reduced speeds in school zones and improved crosswalks.

f. ***Sign Maintenance.*** County shall provide the personnel, equipment and supplies necessary to provide and maintain regulatory signs, directional signs, street signs, and other signs (collectively “Traffic Signs”) as reasonably needed by City in order to maintain adequate and reasonable traffic signs. Traffic sign maintenance shall be performed in accordance with all applicable standards and procedures. County shall inspect and inventory all regulatory traffic signs located within the City Limits at least annually, and shall repair or install new traffic signs as needed or as reasonably directed by City. The regulatory traffic sign inventory will be used to create or update a database for all regulatory traffic signs within the City Limits containing for each such sign its location, facing direction, type, designation, condition, last survey date, installation date, and grid number. In addition, the County shall respond within one hour to repair or replace any “STOP” or “YIELD” sign and the next business day to repair or replace any other sign after notice from Public Works dispatch or the City. Further, the County shall fabricate and sell to City (for actual cost to produce such sign) any specialty sign as requested by City from time to time.

g. ***Road Striping.*** County shall provide the personnel, equipment, and supplies necessary to provide adequate and reasonable reflective striping on the Roadways within City Limits. County shall stripe all Roadways once annually. The striping to be performed by County shall include, without limitation, all road striping and pavement markings including, but not limited to, school legends, crosswalks, turn arrows, and stop bars.

h. ***School Flashers.*** County shall at least annually inspect, repair, and provide preventative maintenance of all school flashers located within the City Limits which fall under the jurisdiction of City. County’s preventative maintenance of the flashers shall be in accordance with the preventative maintenance program currently employed by County for unincorporated areas of the County and its other contract cities. County shall respond within 24 hours when school is in session to repair or replace any school flasher after notice from Public Works dispatch or City is received.

i. ***Street Light Maintenance.*** County shall provide the personnel, equipment, and supplies necessary to provide adequate and reasonable street light maintenance of all street lights within the City Limits that are not maintained by Utah Power and Light or the State of Utah. That street light maintenance shall include, but not be limited to, the inspection of lights and circuits to verify that the street lights are functioning, repairing any malfunctioning or damaged street lights, replacing fixtures; repairing wires; repairing or replacing transformers; or replacing damaged poles. In addition, County shall respond within five business days to repair or replace any street light after notice from Public Works dispatch or City is received.

j. ***Traffic Signal Maintenance.*** County shall provide the personnel, equipment, and supplies necessary to provide adequate and reasonable maintenance of all traffic signals located within the City Limits which fall under the jurisdiction of City, as listed in Exhibit B of this Agreement. County shall inspect and shall provide preventative maintenance, as set forth in Exhibit C of this Agreement, of all traffic signals once annually. County’s preventative maintenance of the traffic signals shall be in accordance with the preventative

maintenance program currently employed by County for unincorporated areas of the County and for its contract cities. In addition, County shall respond within one hour to repair any non-functioning red signal indication or traffic signal in flash or blacked out, and the next business day for any other traffic signal problem after notice from Public Works dispatch or City is received, and shall adopt City's reasonable direction regarding the timing and synchronization of traffic signals on Roadways within the City Limits.

k. ***Storm Drain Maintenance.*** County shall provide the personnel, equipment, and supplies necessary to provide adequate and reasonable storm drain maintenance and flooding. Storm drain maintenance and flooding response to be provided by County within the City Limits shall include, without limitation, the following:

i. ***Storm Drain Grates.*** County shall check all drainage grates, culverts, and piping within the City Limits on a regular basis and shall clean all grates, drains, culverts, and pipes as needed and promptly remove and dispose of all resulting debris. The cleaning of drains shall include cleaning clogged drains below the surface of the ground with power jetter equipment and/or vactor trucks. During snow and rain storms County shall inspect storm drains and grates within the City Limits as necessary and promptly remedy any drainage problems.

ii. ***Flooding Response.*** County shall provide adequate and reasonable flooding maintenance response within one hour after notice of flooding from Public Works dispatch or City is received. Flooding response shall not include capital expenditures to replace or repair public improvements damaged by floods.

iii. ***Flood Control Services Provided Through County's General Fund Not Included.*** The parties acknowledge that some flood control services are provided through the County's general fund to all cities and the unincorporated areas of the County, and this Agreement does not include or affect such flood control services. This Agreement includes only those flooding response services that were regularly provided to City through the Municipal Services Fund before the incorporation of the City.

l. ***Weed Control.*** County shall provide personnel, equipment, and supplies necessary to provide adequate and reasonable weed control on Roadways.

m. ***American's with Disabilities Act (ADA) Compliance.*** County shall provide the personnel, equipment, and supplies necessary to assist in City's compliance with all requirements of the Americans with Disabilities Act and all rules and regulations adopted or promulgated in furtherance thereof, including the installation of ADA ramps, as directed by City.

n. ***Additional Contract Items.*** County shall provide the personnel, equipment, and supplies necessary for additional projects as directed by City pursuant to the amounts set forth in Exhibit A, and as set forth in Paragraph 17 of this Agreement.

3. ***Liaison and Coordination with City's Liaison.*** County shall designate one or more liaisons to coordinate the delivery of services within City Limits and to attend City staff

meetings, cabinet meetings, public hearings, or other meetings held by City upon City's request. City shall promptly designate one or more liaisons to coordinate with the County liaisons regarding delivery of services.

4. ***Services Performed in a Professional, Reasonable Manner.*** County shall perform the Services in a professional, reasonable, and responsive manner in compliance with all applicable laws, regulations (including but not limited to environmental and safety regulations), requirements, and standards of performance. Subject to the foregoing, the exact nature of how the Services are to be provided, the discipline of personnel, and any other matters incidental to providing Services shall remain with the County.

5. ***Conflict Resolution.*** In the event of a dispute between the Parties regarding Services, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the City will meet as soon as practical with a representative of the County to discuss and attempt to resolve such dispute. If a resolution is not forthcoming, then the aggrieved party may file a discrepancy report with the City Mayor or the Director of the Public Works Department (as the case may be). The discrepancy report shall be in writing and shall contain a detailed description of the dispute and the aggrieved party's proposed resolution of the dispute. The other party (*i.e.*, the party receiving the discrepancy report) shall then have ten days to notify the aggrieved party in writing of its agreement or disagreement with the proposed solution of the dispute described in the discrepancy report. If the Parties do not agree, then the Parties shall resolve the dispute by any other legal means.

6. ***Special Situations.*** County shall provide special services that may be needed from time to time in connection with special public events, celebrations, parades, and such other special requests on the same basis as such special services are routinely provided to other residents of the County.

7. ***Personnel, Equipment, Supplies, and Facilities.*** In performing the Services hereunder, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, uniforms, badges, and all other items necessary and incident to a modern, well-equipped public works department. County shall retain all ownership interests in the above equipment, communication facilities, uniforms, badges, and other items and facilities.

8. ***Ordinances.*** From time to time, City may adopt or amend such ordinance as City deems necessary to implement and provide for the health, safety, and welfare of its citizens. Such ordinance shall not be inconsistent with this Agreement, except with the Public Works Department prior written consent. County, through the Public Works Department, shall from time to time as appropriate recommend amendments to the City's ordinance so that the City's ordinances reflect modern standards and practices regarding public works.

9. ***Reports and Notice of Performance.*** County shall provide the following reports and notices:

a. ***Quarterly Reports.*** On a fiscal quarter basis, County shall provide a written report to City in such form and containing such information as City may from time to

time designate. It currently is anticipated that each quarterly report will detail road maintenance scheduled and completed; traffic sign maintenance scheduled and completed; traffic light maintenance scheduled and completed; road striping scheduled and completed; storm drain maintenance scheduled and completed; street light maintenance scheduled and completed; response to flood control; and a summary of all projects completed pursuant to the Agreement. It is also anticipated that such reports will be given to City engineers for review and inspection.

b. *Annual Report.* On an annual basis, County shall provide an annual report. The annual report shall summarize the information from the quarterly reports, demonstrate the performance level of Public Works over the previous year, and demonstrate that County has complied with all of its obligations under this Agreement. Performance and emphasis goals will be presented and discussed for the next year in anticipation of the renewal of this Agreement.

c. *Complaints and Exceptional Behavior.* Except for emergencies, all complaints regarding Services shall be referred to City and City shall be responsible for resolution of such complaints. County shall cooperate with City to resolve such complaints. On a regular basis, County shall provide to City copies of any written complaints received from the residents of City regarding Services. County need not provide such information if County reasonably deems such notice to be in violation of any merit provisions, privacy act, or that such notice would jeopardize any investigations or safety of any person. County further shall provide City copies of any written documents from residents of City demonstrating commendable behavior regarding the Services. These documents will be used by City to help measure the performance of County in fulfilling its obligations under this Agreement.

d. *Emergencies.* Complaints that are of an emergency nature or request for Services shall be resolved by County in accordance with standards employed by a modern, well-equipped public works department.

e. *Additional Disclosure and Policy Development.* From time to time, County shall upon request provide to City private, controlled, or protected information under the provisions of the Government Records Access and Management Act. The Parties agree to jointly develop and implement a policy for communicating and safeguarding such information.

10. *Employment Status.*

a. *Official Status.* County shall have complete control and discretion over persons providing Services hereunder. Such persons shall be and at all times remain employees of the County.

b. *Salary and Wages.* City shall not have any obligation or liability for the payment of any salaries, wages, or other compensation to the persons providing Services hereunder.

c. *Employment Benefits.* The persons providing Services to City shall be and remain County employees, and shall have absolutely no right to any City pension, civil service, or other benefit from City for services provided hereunder.

11. **Liability.** City and County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Governmental Immunity Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Governmental Immunity Act.

12. **Indemnity.** City agrees to indemnify and hold County, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that relate to or arise from actions of the City's agents, officers, or employees; the County's enforcement of any of the City ordinances that are alleged to be unconstitutional; or any improper disclosure of the City of private, controlled, or protected information under the provisions of the Governmental Records Access and Management Act.

County agrees to indemnify and hold City, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that relate to or arise from the County providing Services to City, except where such action, claim, lawsuit, proceeding, liability, damage, loss, and expense may result from negligence or misconduct of the City, its elected or appointed officers or employees.

13. **Term.** The terms of this Agreement shall commence upon July 1, 2017 and shall expire on June 30, 2018. This Agreement may be renewed for one year 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.

14. **Contract Price.** The Contract Price shall include a fixed cost for certain fixed services, and the actual cost of providing variable services, as set forth in Exhibit A. Exhibit A represents County's best estimate of the total actual cost which will be incurred by County to provide the services. County shall not provide services or incur expenditures that exceed the Contract Price without the written consent of City. If City desires to renew this Agreement for any succeeding one-year period on the same terms and conditions as set forth in this Agreement, except the Contract Price, City shall notify County not later than March 15th, or as soon thereafter as practical, immediately preceding the expiration of this Agreement, of its desire to renew this Agreement. No later than April 15th of such year, or as soon thereafter as practical, County shall notify City in writing of its intent to accept such renewal together with a revised Exhibit A. The revised Exhibit A shall reflect the adjusted Contract Price for such period. The governing bodies of County and City shall then finalize negotiations concerning, and may grant final approval of such renewal.

15. **Remittance.** County shall bill to City (1) one-twelfth of the fixed Contract Price and (2) any variable costs of the Contract Price on a monthly basis. City shall remit payment to

Salt Lake County Public Works Operations, Attention Cost Accounting, 604 West 6960 South, Midvale, Utah 84047, no later than thirty (30) days after receipt of County's invoice. If the date a payment is due and payable is (a) a legal holiday, (b) a Saturday, (c) a Sunday, or (d) another day on which weather or other condition have made the office of the Public Works Operations inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to the County when due, the County shall be entitled to recover interest thereon at the rate of eighteen percent (18%) per annum, beginning on the date the remittance is due and payable.

16. ***Notice to City of Changes in Subsequent Year Contract Price.*** If a proposed expenditure decision (or series of proposed expenditure decisions when viewed as a whole would reasonably constitute one decision) of County or Public Works would likely result in the Contract Price for any subsequent year to increase by more than 5%, then County and/or Public Works shall notify City before the proposed expenditure decision and consult with City regarding such decision.

17. ***Changes in Level of Services.*** City may modify (increase or decrease) the level of Services or accelerate the timing of any component of the pavement management system, as provided herein, if City provides at least thirty (30) days prior written notice to County of such change and County approves or disapproves such change or modification and a modified rate schedule. County shall use its best efforts to provide any increase in Services requested by City.

18. ***Notices.*** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County:	Salt Lake County Public Works Operation Division Director 604 West 6960 South Midvale, Utah 84047
-------------------------	--

If to the City:	Millcreek Mayor 3932 South 500 East Millcreek, UT 84107
-----------------	---

19. ***Agency.*** No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of

this Agreement. County acts as an independent contractor, and is not an employee or agent of the City.

20. ***Force Majeure.*** No party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other parties.

21. ***No Obligations to Third Parties.*** The parties agree that County's obligations under this Agreement are solely to City. This Agreement shall not confer any rights to third parties.

22. ***Governing Law.*** The laws of the State of Utah govern all matters arising out of this Agreement.

23. ***Counterparts.*** This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

24. ***County Ethical Standards.*** City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

25. ***Interlocal Cooperation Act.*** In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any

financing of such costs; and

- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the Mayors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

26. ***Entire Agreement and Amendment.*** This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

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 Page to Follow]

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval:

By: _____
Kevyn Smeltzer,
Division Director

Date: _____

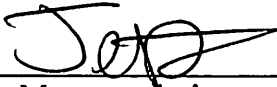
Approved as to Form:

By: _____
Angela D. Lane,
Deputy District Attorney

Date: _____

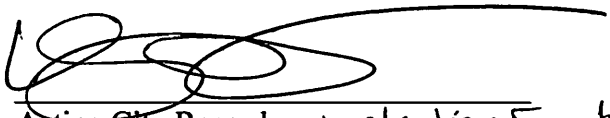
INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

MILLCREEK

By  Jeff Silvestrini
Mayor or designee


Date June 27, 2017

ATTEST:

By 
Acting City Recorder, Leslie Van Frank

Date 6/27/17

Approved as to Form and Legality:

By 
John Brems,
City Attorney

Date 6/23/17

EXHIBIT A

COST PROPOSAL

EXHIBIT B

TRAFFIC SIGNAL INVENTORY

EXHIBIT C

TRAFFIC SIGNAL MAINTENANCE

I. PREVENTATIVE MAINTENANCE. Preventative maintenance of the traffic signals by County shall include the following work to be performed once a year:

- a. **Cabinet (per unit):** Replace filter, check ground rod clamp and wire, check circuit breaker, check ground fault receptacle, measure voltages at service inputs in cabinet, check current being drawn, lubricate hinges and lock, check waterproof seal, check anchor bolts, remove dust accumulation, check wiring schematic and records, verify correct signal timing and phasing, check operation of cooling fan, check wiring connections, check operation of all indicator lamps, check for secure fitting modules, check load switches, remove any graffiti, and remove and replace any defective conflict monitor with one that has been tested for proper operation.
- b. **Signal Heads (vehicle and pedestrian per unit):** Clean and check lenses and reflectors, replace lamps or check and clean LED modules, whichever is applicable, check alignment, check for damaged or rusty mechanical hardware (clevis pins, clamps, etc.), check mast arms at connections, check hoods, and check back plates.
- c. **Mast Arms and Poles (per unit):** Inspect for rust and remove and seal as required, inspect joints for both rust and cracks at arm/upright location and base plate, inspect anchor bolts for rust and tightness, inspect horizontal and vertical angle of the arm, and check handhole covers, end caps and top caps.
- d. **Push buttons (per unit):** Check and actuate push buttons on each end of actuated crosswalks and visually verify pedestrian signal operation, check push button signs, check push button alignment, measure crosswalk timing and adjust as necessary to meet current MUTCD standards.
- e. **Detection (per approach):**

Generally: Verify call inputs from sensor to controller, verify optimum detector sensitivity level, verify that overlap of detection in adjacent lane is not occurring, check loop location relative to stopbar, and check for tight and secure connectors.

Video detection: Run video diagnostic, upload latest software, clean camera lenses, and inspect hardware for tightness.
- f. **Junction Boxes (per unit):** Check integrity of the splices, check ground rod and clamp connections, check for water infiltration, check lid for abnormal condition or fit.
- g. **Traffic Signal Coordination:** Services include the development, update, and implementation of traffic signal coordination timing plans, coordination with UDOT on timing plans, blue staking of fiber and fiber maintenance, and annual time runs during peak hours to check coordination.

- h. **Blue Stakes:** The parties stipulate and agree that County is a member of Blue Stakes of Utah for traffic signals. County will accept Blue Stakes requests and clear or mark all underground lines related to the traffic signal, except for ATMS fiber optics, which will be left for marking by UDOT. Payment for Blue Staking shall be an hourly rate to be established at County's cost of providing said services. City shall also pay an annual flat fee to County to cover the cost of Blue Stakes Membership and the processing of requests for marking.
- i. **Other Components:** To include emergency vehicle detection, tattletale lights. Clean lenses and change bulbs, check alignment, check operation and programming, and download data.
- j. **Materials Included:** County to assess problems with traffic signals and notify City of any maintenance required beyond the preventative maintenance performed under this agreement. Materials included in preventative maintenance are agreed upon as: light globes and filters, and cleaning supplies. County shall bill other materials separately.

II. EMERGENCY REPAIR AND ADDITIONAL MAINTENANCE. Emergency repair and additional maintenance of the traffic signals by the County shall include the following work upon request of City:

- a. County shall provide 24-hour emergency repair call out services. Crews shall respond to emergency signal problems on a 24-hour basis. They shall assess the problems, i.e. power outage, lightning strike, accident, component failure, etc., and repair or replace the needed components to restore the signal to its original operating condition.
- b. County shall provide inspection services for signal projects constructed by others. City will provide a minimum 48 hour notice in writing for required inspections by County.
- c. Signal phasing, timing, and coordination plans shall be recommended by County, but City shall have the ultimate responsibility to approve the plans. Any changes related to signal phasing, timing, or other modification of the signals shall be initialed or approved in writing by the City Engineer or other authorized engineering representatives prior to County implementing the change. Any signal upgrades shall be approved in writing by the City Engineer or other authorized engineering representative prior to County implementing the upgrade.
- d. County shall replace malfunctioning, defective or damaged electronic equipment, cabinet components, conflict monitors, loops, signal heads, mast arms, signal poles, pedestrian heads and buttons, junction boxes and handholes as additional maintenance.
- e. County shall provide and install or replace at City's direction metro signs and other applicable signs as part of Traffic Signal configurations. Materials shall include all additional attachments hardware necessary to securely attach signage to structures.

III. REQUEST FOR MAINTENANCE WORK. Written requests for signal maintenance work, changes or upgrades, shall be submitted to the County Public Works Operations Division Director by the City Engineer or other representative designated by the City. Requests for emergency repairs may be made to the County Public Works Operations Division. County shall

respond to any such requests in a timely manner. City shall reimburse County for the total actual cost of the emergency repair and/or additional maintenance including labor, equipment, materials and indirect costs, if any. County shall submit monthly invoices to the City for emergency repairs and additional maintenance costs which the City agrees to pay within thirty (30) days after the date the invoice is received. The cost of repairs due to damage from traffic accidents or contractor construction activities will be billed to City. Case number or contractors' names will be provided, if available.

Exhibit A
Millcreek City
July 1, 2017 - June 30, 2018
Public Works Service Contract

Contract item	2017-2018		Amount
General Road Maintenance			\$ 650,000
Overlay, Chip and Slurry			
overlay	887,797	sf	\$ 1,154,136
chip seal	-	sf	\$ -
Slurry seal	757,389	sf	\$ 113,608
Pavement Management			\$ 30,000
Snow Removal			\$ 630,000
Sign Maintenance			\$ 75,000
Road Striping			\$ 73,000
School Flashers			\$ 9,000
Traffic Signal Maintenance			\$ 87,000
Weed Control			\$ 10,000
Concrete Maintenance			\$ 364,000
Community Events			\$ 4,000
Sweeping			\$ 190,000
Storm Drain Maintenance			\$ 243,000
Storm Drain Inventory			\$ 30,000
Road Cut Inspections			\$ 71,000
Street Light Maintenance			\$ 50,000
Banners			\$ 1,500
Radar Speed Signs			\$ 5,000
Traffic Counts			\$ 5,000
Grand Total			<u>\$ 3,795,244</u>

Exhibit B
Millcreek City
Traffic Signals
as of April 1, 2017

Location	Ownership
4780 S Highland Dr	Holladay 75 / Millcreek 25
3900 S Main St	South Salt Lake 50 / Millcreek 50
3900 S West Temple	South Salt Lake 50 / Millcreek 50
3900 S 210 W	South Salt Lake 50 / Millcreek 50
3900 S 300 E	South Salt Lake 50 / Millcreek 50
3900 S 500 E	South Salt Lake 50 / Millcreek 50
3900 S 500 W	South Salt Lake 50 / Millcreek 50
3900 S 700 W	South Salt Lake 50 / Millcreek 50
3900 S 2000 E	Holladay 50 / Millcreek 50
3900 S. 2300 E	Holladay 50 / Millcreek 50
4190 S Highland Dr	Holladay 50 / Millcreek 50
4680 S 900 E	Holladay 50 / Millcreek 50
1650 E Murray Holladay	Holladay 50 / Millcreek 50
1300 E Murray Holladay	Holladay 25 / Millcreek 50 / MSD 25
3900 S Highland Dr	Holladay 25 / Millcreek 75
3900 S 2700 E	Holladay 25 / Millcreek 75
3175 S Highland Dr	Millcreek 100
2000 E Evergreen (flashing)	Millcreek 100
3435 S 2300 E	Millcreek 100
3440 S Highland Dr	Millcreek 100
3705 S Highland Dr	Millcreek 100
3800 S Wasatch Blvd	Millcreek 100
3900 S 900 E	Millcreek 100
3900 S 1100 E	Millcreek 100
3900 S 1300 E	Millcreek 100
3900 S Wasatch Blvd	Millcreek 100
4115 S Main Street (flashing)	Millcreek 100
4275 S Wasatch Blvd	Millcreek 100
4500 S Wasatch Blvd	Millcreek 100