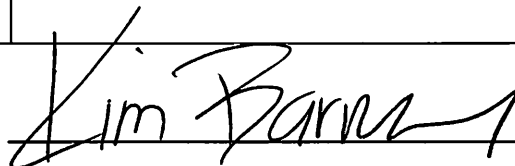


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
prior to the COW meeting by noon.*

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

Date of Request	07/05/2017
Requesting Staff Member	Christina Oliver, Associate Division Director, Parks and Recreation Division
Requested Council Date	07/11/2017
Topic/Discussion Title	Interlocal Cooperation Agreement with Millcreek City for park services.
Description	Millcreek City would like to contract with Salt Lake County to maintain and program Millcreek City owned parks.
Requested Action¹	Approval
Presenter(s)	Holly Yocom, Director, Community Services Department Martin Jensen, Director, Parks and Recreation Division
Time Needed²	None
Time Sensitive³	No
Specific Time(s)⁴	N/A
Contact Name & Phone	Christina Oliver, x1788
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- Resolution 2- Interlocal Agreement executed by Millcreek City

Mayor or Designee approval:



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 PARK SERVICES.

W I T N E S S E T H

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 park 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 services and County is willing to provide such 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.

R E S O L U T I O N

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: 07/05/17

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 PARK SERVICES

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 by and between SALT LAKE COUNTY, on behalf of its Parks and Recreation 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 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, County provides park 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 services and County is willing to provide such 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 the services specified (the "Services") herein within the corporate limits of the City (the "City Limits").
2. **Detailed description of potential services.** The County will provide the following Services within the City Limits:
 - a. **Administrative.** The labor, utilities, and basic supplies costs for Salt Lake County Parks & Recreation Division Administration and indirect charges levied by other County

internal service organizations. These costs are outlined in Exhibit A as “P&R Admin” and “County Overhead.”

b. **Park Operations.** Labor, equipment, material, and vehicle maintenance and replacement costs for the general maintenance and upkeep of the parks within City limits that are identified on Exhibit A (“City Parks”). These costs are outlined in Exhibit A as “Park Operations.”

c. **Work Orders and Capital Projects.** Labor, equipment, and material costs for work orders and capital projects at City Parks, as well as utilities at City Parks. These costs are outlined in Exhibit A as “Work Orders & Projects.”

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 and County’s consent. 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 Parks and Recreation Division. 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. **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 modern, well-equipped park services. 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 Parks and Recreation

Division Director's prior written consent. County, through the Parks and Recreation Division, shall from time to time as appropriate recommend amendments to the City's ordinance so that the City's ordinance reflect modern standards and practices.

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. Each quarterly report will detail park maintenance scheduled and completed and a summary of all other projects completed pursuant to the Agreement.

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 Parks and Recreation 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 parks and recreation Division.

e. ***Additional Disclosure and Policy Development.*** From time to time, County may 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 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 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 or the Governmental Records Access and Management Act.

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 be a fixed cost of \$388,186.00, as set forth in Exhibit A. 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 Parks and Recreation, 2001 S. State St., S4-700, Salt Lake City, Utah 84190, 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 Parks and Recreation 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 Parks and Recreation would likely result in the Contract Price for any subsequent year to increase by more than 5%, then County and/or Parks and Recreation 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, as provided herein, if City provides at least ninety (90) 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 Parks and Recreation Division
Division Director
2001 S. State St., S4-700
Salt Lake City, Utah 84190

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 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 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 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 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]

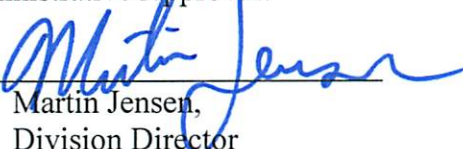
INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval:

By: 
Martin Jensen,
Division Director

Date: 7/5/2017


Approved as to Form:

By: _____
Zachary D. Shaw,
Deputy District Attorney

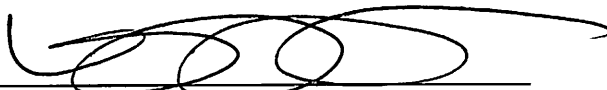
Date: _____

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

JLS
MILLCREEK CITY

By 
Jeff Silvestrini, Mayor
Date June 27, 2017

ATTEST:

By 
Leslie Van Frank, Acting City Recorder
Date 6/27/17

Approved as to Form and Legality:

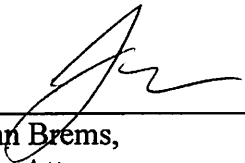
By 
John Brems,
City Attorney
Date 6/23/17

EXHIBIT A

COST PROPOSAL

Exhibit A

COST SUMMARY

				2017 (2)					
				DIRECT		INDIRECT		TOTAL	
				Work Orders & Projects (3)	Park Operations (4)	P&R Admin (5)	County Overhead (6)		
1/1/2017 OWNER	PARK NAME		ACREAGE						
SLCo	Flood Control	Ben Franklin/Scott Avenue + Softball + Garden	6.21	\$ 16,891	\$ 67,637	\$ 7,363	\$ 6,174	\$ 98,064	
		SLCo-owned/City-determined SUBTOTAL	6.21	\$ 16,891	\$ 67,637	\$ 7,363	\$ 6,174	\$ 98,064	
CITY	Millcreek	Canyon Rim	15.70	\$ 135,859	\$ 46,277	\$ 18,614	\$ 15,608	\$ 216,358	
CITY	Millcreek	Fortuna	2.04	\$ 4,110	\$ 16,051	\$ 2,419	\$ 2,028	\$ 24,607	
CITY	Millcreek	Sunnyvale (formerly Valley Center)	4.10	\$ 16,395	\$ 32,259	\$ 4,861	\$ 4,076	\$ 57,591	
		City-owned SUBTOTAL	21.84	\$ 156,364	\$ 94,586	\$ 25,894	\$ 21,713	\$ 298,556	
		CITY TOTAL GROSS COST	28.05	\$ 173,255	\$ 162,223	\$ 33,256	\$ 27,886	\$ 396,621	

2017 Gross Cost - City	\$ 396,621
2017 Pavilion Revenue	
Canyon Rim	\$ (8,434)
2017 City Payment	\$ 388,186

(2) 3% Inflation Index from 2016.

(3) Work Orders & Capital Projects includes labor, equipment, and material costs for work orders and capital projects at the park, as well as utilities at the park.

(4) Park Operations includes labor, equipment, material, and vehicle maintenance and replacement costs for the general maintenance and upkeep of the park.

(5) P&R Admin is a percentage (based on acreage) of the labor, utilities, and basic supplies costs for Parks & Recreation Division Administration.

(6) County Overhead is a percentage (based on acreage) of indirect charges levied by County internal service organizations.