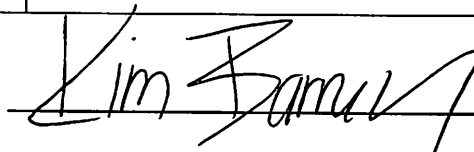


**Mayor's Office: Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

|                                      |  |
|--------------------------------------|--|
| <b>Date Received</b><br>(office use) |  |
|--------------------------------------|--|

|   |  |
|---|--|
| <b>Date of Request</b>  | June 27, 2017  |
| <b>Requesting Staff Member</b>  | Megan Hillyard   |
| <b>Requested Council Date</b>   | July 11, 2017  |
| <b>Topic/Discussion Title</b>   | Addressing Interlocal Agreement with Millcreek City  |
| <b>Description</b>  | Requesting the Council's approval for a service provision interlocal agreement with Millcreek City |
| <b>Requested Action<sup>1</sup></b>   | Approval   |
| <b>Presenter(s)</b>   | Consent Item   |
| <b>Time Needed<sup>2</sup></b>  | No   |
| <b>Time Sensitive<sup>3</sup></b>   | Yes  |
| <b>Specific Time(s)<sup>4</sup></b>   | No   |
| <b>Contact Name &amp; Phone</b>   | Megan Hillyard – 385-468-7062  |
| 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. | See attached.  |

**Mayor or Designee approval:**



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

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> 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 ADDRESSING 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 Addressing 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 ADDRESSING

THIS AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 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, 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 addressing 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 a fee for service basis, and the Parties agree that such fee for service 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") upon the written request of City.

2. **Detailed description of potential services.** The County will provide the following Services within the City Limits, as requested by City:

a. **Administrative.** Adequate administrative personnel, equipment, and supplies necessary to support a modern, well-equipped addressing division in compliance with all

applicable laws, regulations, and standards. Administrative costs include, but are not limited to, fiscal management, vehicle replacement, fuel, equipment, capital equipment, real estate services (acquisition, right-of-way appraisals, etc.), information services (including software, data storage/backup), procurement, human resources, records management, risk management, and office space.

b. ***Addressing Services.*** Non-administrative personnel, equipment, and supplies necessary to support and constitute a modern, well-equipped addressing division. The specific addressing services that will be provided by the County within City Limits are as follows:

i. ***Assignment of Address Information.*** Provide assignment of address information on subdivision plat and/or for individual lot/building addresses. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services.

ii. ***Correction of Addresses.*** Provide correction of addresses. Document the correction properly by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address change.

iii. ***Street Name Changes.*** Confirm petition meets required number of signatures. Document street name change and address change for each property along street by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address/street name change.

3. ***Liaison and Coordination with City's Liaison.*** County shall designate one or more liaisons to coordinate the delivery of services within City Limits. 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 Addressing Division Director. 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 addressing division. 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 Addressing Division Director's prior written consent. County 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. ***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.

b. ***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 Addressing Division.

c. ***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 the actual cost of providing variable services, as set forth in Exhibit A, which accounts for and includes the administrative costs referenced in paragraph 2a of this Agreement. County shall not provide services or incur expenditures unless requested to do so by City in writing. 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 15<sup>th</sup>, or as soon thereafter as practical immediately preceding the expiration of this Agreement, of its desire to renew this Agreement. No later than April 15<sup>th</sup> of such year, or as soon thereafter as practical, County shall notify City in writing of its intent to accept such renewal together with 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 any variable costs of the Contract Price on a monthly basis. City shall remit payment to Salt Lake County Addressing Division, 2001 S. State St., N1-300, Salt Lake City, Utah 84190. Payment shall be made 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 Addressing Division 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 Addressing Division would likely result in the Contract Price for any subsequent year to increase by more than 5%, then County or Addressing Division shall notify City before the proposed expenditure decision and consult with City regarding such decision.

17. **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 Addressing Division |
| Addressing Division     | 2001 S. State St., N1-300            |
|                         | Salt Lake City, Utah 84190           |

|                 |                       |
|-----------------|-----------------------|
| If to the City: | Millcreek             |
|                 | Mayor                 |
|                 | 3932 S. 500 E.        |
|                 | Millcreek, Utah 84107 |

18. **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.

19. **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.

20. ***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.

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

22. ***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.

23. ***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.

24. ***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.

25. ***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: \_\_\_\_\_  
Addressing Division

Date: \_\_\_\_\_

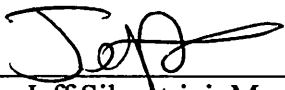
Approved as to Form:

By: \_\_\_\_\_  
Zachary D. Shaw,  
Deputy District Attorney

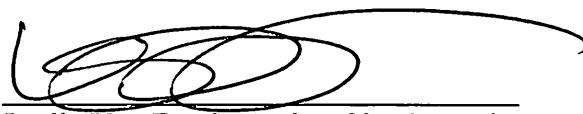
Date: \_\_\_\_\_

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY


**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**  
**ADDRESSING FEE PROPOSAL**

**SALT LAKE COUNTY**  
**Addressing Division**  
**Fee Schedule**

| Service ID | Service               | Service Detail  | Fee       |          |
|------------|-----------------------|---|-----------|----------|
|            |                       |   | Flat Fee  | *Per Lot |
| A-1        | Assignment of Address | Provide assignment of address information on recorded subdivision plat and/or for individual parcel/building addresses. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services.                          | \$ 100.00 | \$ 40.00 |
| A-2        | Correction of Address | Provide correction of addresses. Document the correction properly by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address change.   | \$ 25.00  | \$ 15.00 |
| A-3        | Street Name Change    | Confirm petition meets required number of signatures. Document street name change and address change for each property along street by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address/street name change. | \$ 250.00 | \$ 50.00 |

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