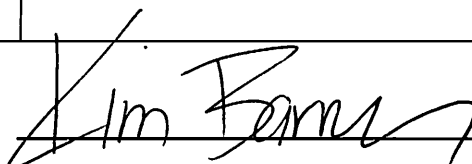


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

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

Date of Request	July 3, 2017
Requesting Staff Member	Alison Weyher
Requested Council Date	July 11, 2017
Topic/Discussion Title	Millcreek City contract with Salt Lake County Engineering Division.
Description	Millcreek City proposes to contract with the Salt Lake County Engineering Division for engineering services at levels similar 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 on work performed under an approved cost structure included in the agreement.
Requested Action¹	Approval of Interlocal Agreement
Presenter(s)	Alison Weyher, City of Millcreek
Time Needed²	Consent
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.	

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 ENGINEERING 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 engineering 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 engineering services and County is willing to provide such engineering 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: 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 ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 by and between SALT LAKE COUNTY, on behalf of its Public Works Engineering Division, a body corporate and politic of the state of Utah ("County"), and MILLCREEK CITY, a municipal corporation of the state of Utah ("City"). County and City may be collectively referred to herein as the "Parties."

WITNESSETH

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

WHEREAS, County provides engineering 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 engineering services and County is willing to provide such engineering 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.*** During the term of this Agreement, County shall furnish to City the following unless the level and type of Services is modified pursuant to Paragraph 16 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:

- a. Administrative: Adequate administrative personnel, equipment, and supplies necessary to support engineering activities. These items include but are not limited to;
 - i. Vehicles
 - ii. Computer, plotters, printers, and servers
 - iii. Office Space Off-Site – Receptionist (8a-5p)

- iv. Engineering software (CADD, GIS Enterprise Architecture, MS Office, Work Order Project Tracking System etc.)
- v. Document Management System (DMS) used to track, manage, store documents, and retrieve digital documents.
- vi. IT Services/Support – CAD, GIS, Legacy Data
- vii. Public Works Infrastructure GIS Features Services and Online Publishing
- viii. Data storage and back up for GIS and Legacy Data (plans and studies)
- ix. Real Estate Service Capability for City projects (Acquisition, Right-of-way (ROW) property appraisals, management, environmental phase I studies, etc.)
- x. Contract and Procurement for City projects (bidding, RFP's, etc.)
- xi. Fiscal Management – Accounting/Billing/Purchasing (work order system)
- xii. Emergency Planning, Training, and Coordination
- xiii. Assists City and maintenance personnel in times of flood emergency or other natural disasters.
- xiv. Emergency Engineering Response availability 24/7 through Public Works Hotline number

b. Project Engineering and Management for Capital Improvement Projects, planning services, engineering design service, and construction/inspection services for transportation, roadway, and storm drain projects in the City limits;

- i. Master Planning (5 year, 10 year, and 20 year plans for roads, Storm Drains, Traffic Calming, Sidewalks)
- ii. Engineering Studies (hydraulic and hydrologic, master plans, environmental, roadway, parking, etc.)
- iii. Cost Estimating
- iv. Preliminary Engineering
- v. Construction Engineering/Inspection
- vi. Surveying Service for City Capital Improvement projects (Topography, property descriptions, mapping, utilities, etc.)
- vii. Real Estate Service for City Capital Improvement projects (Acquisition, Right-of-way (ROW) property appraisals, management, environmental phase I studies, etc.)
- viii. Data Collection, classification, and storage
- ix. Standards for roadway development and city ordinance
- x. Safer sidewalks/school outreach and coordination
- xi. Traffic Calming
- xii. Municipal Storm Drain Management
- xiii. Community Outreach and interlocal agreements
- xiv. Intergovernmental coordination (UDOT, WFRM, DEQ, water quality, water resources, other municipalities, etc.)

- xv. FEMA coordination/Flood Control Assistance
- xvi. Provide technical interpretation of Flood Control Ordinances to the public, businesses, and City
- xvii. Administer Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) and Flood Insurance Rate Maps (FIRM) as they relate to providing flood zone information to Millcreek residents and enforcing city building and zoning ordinance and compliance with the NFIP.
- xviii. Complete Streets (bicycle, active transportation)
- xix. Engineering Project Management to external consultants (ie. Federal aid contracts and grants)
- c. Permit administration;
 - i. Road Cut
 - ii. Curb Cut
 - iii. Encroachment
 - iv. Resident permit only parking (window hangers, etc.)
 - v. Special Event Permitting
 - vi. Franchise Agreement Coordination (ie. Rocky Mountain Power, Questar, Water and Sewer Districts)
 - vii. Fee collection
- d. Traffic calming;
 - i. Speed bumps
 - ii. Traffic signage analysis
 - iii. Digital Speed Feedback Sign rotation plan
 - iv. Traffic Counts and Speed data collection
 - v. UPD and UFA coordination
- e. Safer sidewalk programs;
 - i. State and Federal Aid grant coordination
 - ii. Local SNAP coordination with Granite School District
 - iii. Crosswalk coordination with UPD
 - iv. Adopt a crosswalk (orange flags)
 - v. Warrant Studies (HAWK, OHFB, signal, etc.)
- f. MS4/UPDES stormwater quality permit management and compliance.

Please note that Engineering only provides administrative services for the following aspects of the program, while Planning and Development Services provides the inspection portion of this service. This Agreement only includes the services and costs associated with the administration of this program by Engineering. All services and costs associated with the inspection portion of this program by Planning and Development are not included in this Agreement and are instead included in the City's separate interlocal agreement for Planning and Development Service.

County will provide the administrative services for the following:

- i. Permit reporting and documentation – Preparation of annual and semi-annual reporting required by State and EPA

- ii. Storm Drain Outfall monitoring and sampling (Wet and Dry Weather)
- iii. Public Education and Outreach on Storm Water Impacts
- iv. Public Involvement/Participation (public surveys, curb markings, stream crossing signs)
- v. Illicit Discharge Detection and Elimination (IDDE) – 24 hour availability
- vi. Construction site storm water runoff control (SWPPP)
- vii. Industrial and commercial construction and post construction compliance inspection/documentation
- viii. Long-term storm water management in new development and redevelopment (Post-construction storm water management)
- ix. Commercial and Industrial Maintenance Agreement management and yearly inspection
- x. Pollution Prevention and Good Housekeeping for Municipal Operations
- xi. Industrial and High Risk Runoff
- xii. Monitoring, Record Keeping, and Reporting
- g. Professional Engineering Review of new development plans and subdivisions for compliance with City codes and ordinances (the “Services”) and industry standards. Millcreek averages approximately 20 reviews per month for the following:
 - i. Structural Review
 - ii. Hydraulic Review
 - iii. Transportation Code Review (curb and gutter, sidewalk, etc.)
 - iv. Geotechnical Review

2. ***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.

3. ***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.

4. ***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.

5. ***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.

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

7. ***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 Engineering Department, 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 regarding engineering services. County will apply established City ordinances in carrying out the City's work.

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

a. ***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 Engineering 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.

b. ***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.

c. *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 engineering department.

d. *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.

9. *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.

10. *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.

11. *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 by the City of private, controlled, or protected information under the provisions or 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.

12. **Term.** The terms of this Agreement shall commence upon July 1, 2017 and shall expire on December 31, 2017. This Agreement may be extended for a term of six months for an expiration date of June 30, 2018. Thereafter, 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.

13. **Contract Price.** The Contract Price be a fixed cost of Five Hundred Seven Thousand Four Hundred Thirty Dollars and Ten Cents (\$507,430.10), 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 period on the same terms and conditions as set forth in this Agreement, except the Contract Price, City shall notify County not later than ninety days before contract termination, or as soon thereafter as practical, immediately preceding the expiration of this Agreement, of its desire to renew this Agreement. Within thirty days of receipt of such notice, 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.

14. **Remittance.** County shall bill to City one-twelfth of the fixed Contract Price monthly. City shall remit payment to Salt Lake County Mayor's Finance, 2001 South State Street, N4-100, Salt Lake County 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 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.

15. **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.

16. **Changes in Level of Services.** City may modify (increase or decrease) the level of Services or accelerate the timing of any component 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 Engineering
Division Director
2001 South State Street, N3-120
Salt Lake City, Utah 84190

If to the City: Millcreek City 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.

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Administrative Approval:

By: _____
Kade Moncur,
Division Director

Date: _____

Approved as to Form:

By: _____
Angela D. Lane,
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
COST ESTIMATE

EXHIBIT A		
Position Title	Millcreek	
	FTE	Annual
Municipal Engineer	0.6	\$ 143,257.73
Roadway Engineering Manager	0.37	\$ 88,312.10
Transportation Engineer Manager	0.37	\$ 80,213.79
Sr Engineer, PE (2)	2	\$ 369,266.35
Engineering Designer	0.37	\$ 53,152.81
Storm Water Quality Eng	0.37	\$ 78,332.04
Sr. Stormwater Program Specialist	0.37	\$ 56,910.65
Stormwater Program Specialist	0.37	\$ 50,618.67
MS4 Compliance Inspector	0.37	\$ 39,831.61
Secretary (Permitting, etc)	0.37	\$ 31,714.45
Temporary Position (1)	1	\$ 23,250.00
Totals	6.56	\$ 1,014,860.21
Semi annual cost from July 1 to Dec 31 2017:		\$ 507,430.10