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	6/30/17
Requesting Staff Member	Reid Demman
Requested Council Date	July 11, 2017
Topic/Discussion Title	Interlocal Agreement Between Salt Lake County Surveyor's Office and Millcreek City for Surveyor's Services.
Description	Millcreek City has withdrawn from the Municipal Services District. As such, they are interested in entering into an interlocal agreement with the Surveyor's Office for surveying services.
Requested Action ¹	Approval
Presenter(s)	Reid Demman
Time Needed ²	Consent
Time Sensitive ³	Yes
Specific Time(s) ⁴	
Contact Name & Phone	Reid, 8-8241
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.	Attached is the resolution and interlocal agreement.

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, 20	17	
A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH MILLCREEK FOR SURVEYOR SERVICES.		
WITNESSETH		
WHEREAS, Salt Lake County ("County") and Millcreek ("City") are local governmentation and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Assection 11-13-101, et seq., Utah Code Annotated (the "Interlocal Act"), to enter into agreementation to the total cooperative action to make the most efficient use of their powers a basis of mutual advantage; and	Act, ents	
WHEREAS, County provides Surveyor 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.		
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 Jane		
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

County Contract No.	
District Attorney No.	

AGREEMENT FOR SURVEYOR SERVICES

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 by and between SALT LAKE COUNTY, on behalf of its Surveyor, 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 Surveyor 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. <u>Scope of services to be provided</u>. 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. <u>Detailed description of potential services</u>. 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 surveyor department 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. **Surveying Services**. Non-administrative personnel, equipment, and supplies necessary to support and constitute a modern, well-equipped surveying office. The specific surveying services that may be provided by the County within City Limits are as follows:
 - i. Mapping and GIS Services.
- A. <u>Emergency response mapping support.</u> Create, maintain and provide street centerline data to Valley Emergency Communication Center (VECC) for emergency dispatch. Data will be provided to VECC on a regular basis determined per an existing MOU. The data will carry the needed information to facilitate emergency dispatch as defined per the MOU.
- B. <u>Aerial imagery consultation.</u> Provide consultation services including specification, deliverable selection, vendor selection, quality control and general information technology advice.
- C. <u>Exhibit preparation.</u> Plot, prepare and mount requested exhibits. Final deliverables will be limited to standard media sizes and standards.
- D. <u>Custom mapping.</u> Provide custom mapping based on the SL County GIS standard practices and conditions as defined in Salt Lake County Policy 1013.
- E. <u>GIS consultation services.</u> Consult with the City on GIS application development and creation.
- F. <u>FCOZ mapping.</u> Create FCOZ slope analysis maps for the City. The map will display the latest slope, aerial photographic information and contours.
- G. <u>GIS data creation.</u> Assist the City in creating any requested GIS layers. The layers will be created as per described by the Salt Lake County Policy 1013. The layers will be maintained, stored and backed up per current best practices.
 - ii. Property Site Surveys
- A. <u>Boundary/Cadastral surveys.</u> Perform Boundary/Cadastral surveys, using the Utah Council of Land Surveyors Standards of Practice for Boundary Surveys.
- B. <u>ALTA/NSPS surveys.</u> Perform ALTA/NSPS surveys, using the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

- C. <u>Encroachment investigative surveys.</u> Perform Encroachment investigative surveys, which can be useful in determining whether infrastructure from one parcel of land has been placed on, or overhangs upon a neighboring property.
- D. <u>Forensic surveys.</u> Perform forensic surveys, which are generally distinct from a boundary survey, as no opinions regarding the status of property lines or corners are provided. Forensic Surveys may be used for Adverse Possession Claims, Flood Mitigation and Damage assessments, Structural deformation investigations, Accident reconstruction, Crime scene investigation, and ADA compliance investigations.
- E. <u>As-Built surveys</u>. Perform As-Built surveys, which are a record of the variations from original Engineering Plans to what has been constructed. As-Built surveys can be performed on any post construction structure and are commonly done with building foundations, fence line locations, and sewer and drainage infrastructure.
- F. <u>Topographic surveys.</u> Perform Topographic surveys, which show natural and man-made features within a specified area. Typically, this would include existing buildings and structures, ground elevations at an interval sufficient to create a contoured map, trees and other natural features, and utility cover positions. Underground pipes for sewer and storm drain could be located upon request.
- G. <u>Right of Way surveys.</u> Perform Right of Way Surveys, which are required to delineate areas of access from one parcel of land to another, or the rights of ingress and egress upon lands that are not owned by title. Rights of way can be street/highway extents, shared access points, utility and drainage easements, etc.
- H. <u>Control surveys.</u> Perform Control surveys, which is a survey that established positions of points with high accuracy in order to support other survey tasks such as GIS and Mapping, Boundary/Cadastral Surveys, and construction survey.
- I. <u>Volume calculation.</u> Perform Volume calculations, which could include but is not limited to, stockpile quantities, earth movement quantities, and detention/retention volumes.
- J. Monument permit issuance. In cooperation and coordination with the City, issue monument disturbance permits. Pursuant to Utah State Code 17-23-14 and Chapter 14.17 of the Salt Lake County Ordinances, the removal or disturbance of existing monumentation requires a Monument Permit to be obtained prior to the defacement or destruction of any Salt Lake County Monument. Fees are to be paid by the contractor to the Salt Lake County Surveyor at which time a permit will be issued. When monuments have been installed and inspected by the Salt Lake County Surveyor's office, a letter will be issued to the City indicating monuments have been approved and any money for bonding may be released.
 - iii. Other Surveyor Services
 - A. Boundary/Legal description preparation and review.

- Prepare descriptions and exhibits as required to facilitate City improvement projects, right of way modifications/acquisition, real estate transactions/acquisition, easement requirements, etc.
- Review descriptions, exhibits, and legal documents, prepared by consultants to insure accuracy, completeness, and adherence to adopted standards.
- B. <u>Boundary, Ownership and Right of Way analysis.</u> Abstract records and research documents to ascertain existing rights of way, boundary conflicts, and easements. Information will be compiled, analyzed, and documented to determine ownership and/or resolve boundary issues.
 - C. <u>Subdivision and/or Street dedication plat review.</u>
 - Review proposed boundary, easements, and rights of way of subdivision,
 PUD, and other land development projects to insure project accuracy,
 completeness, and compliance to zoning and ordinance requirements.
 - Prepare Street Dedication Plats to facilitate the transportation needs and expectations of the City. The County shall review and approve Street Dedication Plats prepared by City consultants.
- D. <u>Boundary Line Adjustments.</u> Review documents submitted for adjustment of common boundary lines for accuracy and compliance with applicable zoning ordinances and recordation requirements. State Code and Local Ordinance allow for the adjustment of common boundary lines on parcels that are exempt from subdivision platting requirements but subject to a planning division review process.
- E. <u>Parcel Consolidation Review.</u> Review documents submitted for consolidation of lots or parcels of adjoining properties to insure the consolidation does not affect existing streets, walkways, or right of ways and that no public utilities, drainage, or access easements will be compromised. State Code and Local Ordinance allow for the consolidation of lots or parcels of adjoining properties for the purposes of developing them as one lot and/or combining tax descriptions or to legalize agreements between property owners.
- F. <u>Unmanned Aerial Vehicle (drone) Services.</u> Utilizing the latest remote sensing equipment and technology, gather data from an aerial platform (drone). Aerial photos, surface data, volumetrics, still and video imagery will be provided per current technologic and professional standards.
- 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 Surveyor. 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 surveyor 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 Surveyor's prior written consent as the case may be. County, through these officials, 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. Annual Report. On an annual basis, County shall provide an annual report. The annual report shall demonstrate the performance level of the Surveyor 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 Surveyor.
- 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 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.

- 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 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 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 Surveyor, 2001 S. State St., N1-400, 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 Surveyor 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 Surveyor would likely result in the Contract Price for any subsequent year to increase by more than 5%, then County and/or Surveyor 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 Surveyor

Surveyor

2001 S. State St., N1-400

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.
- 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:
Administrative Approval:	
By:	
Date:	
Approved as to Form:	
By: Zachary D. Shaw, Deputy District Attorney	
Date:	

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

MILLCREEK CITY

	by <u> </u>
	Jeff Silvestrini, Mayor
	Date June 27, 2017
	·
ATTEST:	
Ву	_
Leslie Van Frank, Acting City Recorder	•
Date 6 27/17	_
•	

Approved as to Form and Legality:

Date _____

EXHIBIT A

SURVEYOR COST PROPOSAL

COUNTY SURVEYOR SERVICES PROVIDED TO MUNICIPAL SERVICE DISTRICTS 2017 Current Fees

All Surveyor personnel, equipment, supplies and support services necessary to provide the following:

Surveyor Services

Mapping and GIS services to include but not limited to:

\$45.00 per hour

- (1) Emergency response mapping support
- (2) Aerial imagery consultation
- (3) Exhibit preparation
- (4) Custom mapping
- (5) GIS consultation services
- (6) FCOZ mapping
- (7) GIS data creation

Property Site surveys to include but not limited to:

\$135.00 per hour

- (1) Boundary/Cadastral survey
- (2) ALTA/NSPS surveys
- (3) Encroachment investigative surveys
- (4) Forensic surveys
- (5) As-Built surveys
- (6) Topographical surveys
- (7) Right of Way surveys
- (8) Control surveys
- (9) Volume calculation
- (10) Monument permit issuance

Other County Surveyor services to include but not limited to:

\$60.00 per hour

- (1) Boundary/Legal descriptions preparation & review
- (2) Boundary, Ownership and Right of Way analysis
- (3) Subdivision and/or street dedication plat review
- (4) Boundary line adjustments
- (5) Parcel consolidation review
- (6) Review of real estate descriptions
- (7) Unmanned Aerial Vehicle Services (drone)