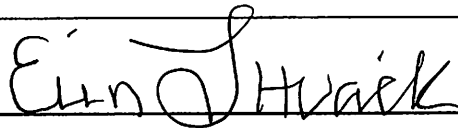


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

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

Date of Request	January 16, 2018
Requesting Staff Member	Rick Graham
Requested Council Date	January 23, 2018
Topic/Discussion Title	First Amended Agreement For Planning and Development Services - Millcreek
Description	The County and Millcreek first entered into an agreement for Planning and Development Services in August, 2017. The Agreement allows for a renewal of all or part of the services. Both the County and Millcreek desire to renew the services for the period of October 1 – December 31, 2017.
Requested Action¹	Consent
Presenter(s)	Rolen Yoshinaga and Zach Shaw
Time Needed²	<5
Time Sensitive³	No
Specific Time(s)⁴	No
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.	Resolution and Agreement Amendment are attached.

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. _____, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN AMENDED INTERLOCAL COOPERATION
AGREEMENT WITH MILLCREEK FOR PLANNING AND DEVELOPMENT
SERVICES.

WITNESSETH

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

WHEREAS, City and County entered into an interlocal agreement for planning and development services for the third quarter of 2017; and

WHEREAS, City and County desire to enter into an amended interlocal agreement for planning and development services for the fourth quarter of 2017, which includes a reduction of services for that period; 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 First Amended Agreement For Planning and 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 _____, 2018.

SALT LAKE COUNTY COUNCIL:

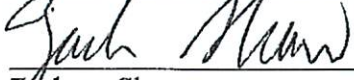
By: _____
Aimee Winder Newton, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Zachary Shaw
Deputy District Attorney

Date: 1-12-18

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

FIRST AMENDED INTERLOCAL AGREEMENT

FIRST AMENDED AGREEMENT FOR PLANNING AND DEVELOPMENT SERVICES

THIS FIRST AMENDED AGREEMENT ("Agreement") is effective October 1, 2017 by and between SALT LAKE COUNTY, on behalf of its Planning and Development Services Division, a body corporate and politic of the state of Utah ("County"), and MILLCREEK, a Utah municipality ("City"). County and City may be collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, the Parties are public agencies and are therefore authorized under the Interpositional Cooperation Act, Utah Code Ann. § 11-13-101, et seq. as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, County and City entered into an Interlocal Agreement for Planning and Development Services on or about August 22, 2017 ("Agreement"); and

WHEREAS, the Agreement provides for an initial three-month term of July 1 – September 30, 2017, with the opportunity to renew part or all of the services in the Agreement for additional three-month terms; and

WHEREAS, Millcreek desires to renew the services in the Agreement, but not planning and zoning or zoning administration services, for an additional three month period of October 1 – December 31, 2017; 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 to amend the following sections of the Agreement as follows:

1. **Scope of services.** The Parties agree to eliminate subparagraphs (f) and (g) from section 1 of the Agreement, effective October 1, 2017. All other services and provisions from section 1 of the Agreement will remain in effect.

10. **Term.** The Parties agree that the term for this First Amended Agreement shall be October 1 – December 31, 2017. All other provisions from section 10 of the Agreement will remain in effect.

11. **Contract Price.** The Contract Price for business licensing shall be the Total Cost Per Unit for Business License Types outlined in Exhibit A attached hereto. Except as outlined in subparagraphs 11(b)-(d), the Contract Price for all other services outlined in paragraph 1 of this First Amended Agreement shall be a fixed cost of \$170,763 for the term of October 1 – December 31, 2017.

~~11(a). To the extent that City hires a County Planner(s), the Contract Price for the services provided by the Planner(s) as outlined in Exhibit B shall be reduced by a pro-rata calculation of the Planner(s)' loaded cost from the date that the Planner(s) commences employment with City to the end of the Contract term.~~

11(b). City shall receive a credit for all fees that County collects on behalf of City pursuant to City ordinances, which shall reduce the Contract Price in the amount of the credit. County shall retain such fees in lieu of providing such credit.

11(c). To the extent that an FTE referenced in Exhibit B performs work for City beyond the FTE proportion referenced therein during any given pay period, City shall pay the Overtime rate referenced therein, but only after the City Manager provides written authorization for the FTE to perform such work after receiving written notification from the Planning and Development Services Director that the FTE has reached the FTE proportion and will exceed it with any additional work performed. Written notification or authorization under this subparagraph may be provided via electronic means.

11(d). To the extent that a County employee, who is not an FTE referenced in Exhibit B, performs work for City, City shall pay the Per Person Hourly rate referenced in Exhibit B, but only after the City Manager provides written authorization for said employee to perform said work after receiving written notification from the Planning and Development Services Director that said employee will be doing said work. Written notification or authorization under this subparagraph may be provided via electronic means.

12. **Remittance.** Except as outlined in subparagraph 11(b)-(d), County shall bill the City in a three-month installment the Contract Price for the term of October 1 – December 31, 2017, the Contract Price for the three month term of this First Amended Agreement, according to the costs set forth in exhibit "B". County shall account for fees collected and retained in accordance with subparagraph 11(b) during the three-month installment. 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.

All other provisions of the Agreement shall remain in full force and effect.

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

Administrative Approval:

By: _____
Department Director

Approved as to Form:
By: *Zach Shaw*
1-12-18
Deputy District Attorney

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

MILLCREEK

By _____
Jeff Silvestrini Mayor

ATTEST:

By _____
Leslie Van Frank Acting City Recorder

Approved as to Form and Legality:

By _____
John Brems,
City Attorney