

**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> (office use)	
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<b>Date of Request</b>	January 31, 2018
<b>Requesting Staff Member</b>	Rick Graham
<b>Requested Council Date</b>	February 6, 2018
<b>Topic/Discussion Title</b>	Second Amended Agreement for Planning and Development Services - Millcreek
<b>Description</b>	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 service package. The Agreement was renewed for the period of October 1 – December, 2017. Both the County and Millcreek now desire to renew the services (Second Amendment) for the period of January 1 – March 31, 2018. In doing so the amended agreement further eliminates a certain level of services previously provided by the County. The Agreement includes a fixed contract price.
<b>Requested Action<sup>1</sup></b>	Consent to and approve the Resolution
<b>Presenter(s)</b>	Rolen Yoshinaga and Zach Shaw
<b>Time Needed<sup>2</sup></b>	<5
<b>Time Sensitive<sup>3</sup></b>	No, but would prefer the February 6 <sup>th</sup> meeting date because services are being provided since January 1, 2018.
<b>Specific Time(s)<sup>4</sup></b>	No
<b>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.</b>	Resolution and Agreement are attached.

<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.

*Rick Graham*

RESOLUTION NO. \_\_\_\_\_, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
EXECUTION OF A SECOND AMENDED INTERLOCAL COOPERATION  
AGREEMENT WITH MILLCREEK FOR PLANNING AND DEVELOPMENT  
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, City and County entered into an interlocal agreement for planning and development services for the third quarter of 2017; and

WHEREAS, City and County entered into an amended interlocal agreement for planning and development services for the fourth quarter of 2017, which included a reduction of services for that period; and

WHEREAS, City and County desire to enter into a second amended interlocal agreement for planning and development services for the first quarter of 2018, with further 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.

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 Second 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: 1-25-18

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**

**SECOND AMENDED INTERLOCAL AGREEMENT**

**SECOND AMENDED AGREEMENT FOR PLANNING AND DEVELOPMENT  
SERVICES**

THIS SECOND AMENDED AGREEMENT is effective January 1, 2018 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, the Parties entered into a First Amended Agreement for Planning and Development Services on or about January \_\_, 2018 for the three-month term of October 1 – December 31, 2017, wherein the parties agreed to eliminate planning and zoning and zoning administration services ("First Amended Agreement"); and

WHEREAS, Millcreek now desires to also eliminate Business Licensing and Code Enforcement services from the Agreement but retain Building Permit, Building Inspection, MSR Stormwater Permit Compliance and Inspection, and Administrative Services for an additional three month period of January 1 – March 31, 2018; and

WHEREAS, Parties have determined that it is mutually advantageous to enter into this Second Amended 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 (b) and (e) from section 1 of the Agreement, effective January 1, 2018 (the First Amended Agreement eliminated

subparagraphs (f) and (g) 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 Second Amended Agreement shall be January 1 – March 31, 2018. 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 Second Amended Agreement shall be a fixed cost of \$72,986.10 for the period of January 1 – February 28, 2018 in accordance with the attached Exhibit B. For the period of March 1 – March 31, 2018, the services outlined in paragraph 1 herein shall be at the regular hourly rates outlined in Exhibit B (not the overtime rates except pursuant to paragraph 11(c)).

~~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 the attached 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 the attached Exhibit B, performs work for City, City shall pay the Per Person Hourly rate referenced in the attached 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 January 1 – March 31, 2018, the Contract Price for the three month term of this First Amended Agreement, according to the costs set forth in the attached 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]**

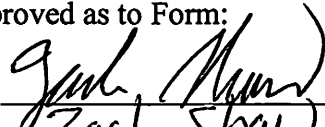
INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE COUNTY

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

Administrative Approval:

By: \_\_\_\_\_  
Department Director

Approved as to Form:  
By:  \_\_\_\_\_  
Zach Shaw  
Deputy District Attorney



INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR THE CITY

**MILLCREEK**

By \_\_\_\_\_  
Jeff Silvestrini Mayor

ATTEST:

By \_\_\_\_\_  
City Recorder

Approved as to Form and Legality:

By \_\_\_\_\_  
John Brems,  
City Attorney

## **EXHIBIT B**

Job Title	FTE	Annual Rate	Billed Cost	Loaded Cost	Hourly	OT Rate
Building Inspector	1	\$ 65,000.00	\$ 65,000.00	\$ 159,019.99	\$ 76.45	\$ 92.08
Plan Review	1.2	\$ 60,000.00	\$ 72,000.00	\$ 176,145.21	\$ 70.57	\$ 84.99
Permit Technician	1	\$ 42,000.00	\$ 42,000.00	\$ 102,751.38	\$ 49.40	\$ 59.50

Total	\$	167,000.00	\$	437,916.58
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Monthly Cost	\$	36,493.05
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Pricing Proposal

Fixed two month cost for  
January and February,  
hourly rates will be used in  
March as needed

\$	72,986.10
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Loaded Cost Calculation		Tot Bill Labor	Pct Bill Labor
Total Payroll Labor Cost	\$ 2,812,533.00	\$ 2,115,530.00	
Benefits/Insurance	\$ 1,450,531.00		52%
County Overhead/Operations	\$ 1,444,701.00		68%
Administration	\$ 697,003.00		25%
Total Markup			145%