

MILLCREEK, UTAH
RESOLUTION NO. 21-15

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH
SALT LAKE COUNTY FOR PUBLIC WORKS SERVICES**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on May 10, 2021, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for public works services; and

WHEREAS, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Salt Lake County (“*County*”) and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into an Interlocal Cooperative Agreement with the County for public works services; and

WHEREAS, an interlocal cooperative agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 21-15, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 10th day of May 2021.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:		
Silvestrini	Yes	No
Marchant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
MILLCREEK
FOR
PUBLIC WORKS SERVICES**

THIS AGREEMENT (“*Agreement*”) is dated this ____ day of _____, 2021, made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY (“COUNTY”), on behalf of its Public Works Operations Division, a body corporate and politic of the state of Utah, and MILLCREEK (“CITY”), a municipal corporation created under the laws of the State of Utah. The COUNTY and CITY may be referred to jointly 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, the CITY desires to obtain public services as described in Exhibit A, attached hereto; and

WHEREAS, the COUNTY, through its Public Works Operations Division, is willing to provide the CITY with said services; and

THEREFORE, the Parties desire to enter into this Agreement whereby their respective responsibilities concerning these services are specified.

AGREEMENT

In consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. SCOPE OF SERVICES.

1.1 The COUNTY, through its Public Works Department, Operations Division, will provide to CITY the services described in Exhibit A, attached hereto and incorporated into this Agreement. Said services shall be performed to the same standards and in the same manner as those performed within unincorporated Salt Lake County.

1.2 During the term of this Agreement, COUNTY shall prepare and send monthly reports to CITY detailing the a) funds budgeted versus funds invoiced; b) man hours employed under the Agreement; c) status of major projects; and d) sweeping and vactoring work including the areas serviced.

2. TERM.

2.1 The term of this Agreement shall be five years, beginning on July 1, 2020 and ending June 30, 2025. Each Party may terminate the Agreement without cause pursuant to Section 7, below.

2.2 This Agreement may be extended for additional one-year terms by means of a writing signed by both Parties that includes updates for Exhibit A. The Parties shall confer, at least 60 days prior to July 1 of each year of the Agreement's term, to review Exhibit A and Exhibit B and negotiate any changes thereto.

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3. CONSIDERATION.

3.1 The cost of the services provided under this Agreement are set forth in Exhibit B, attached hereto and incorporated by reference.

3.2 COUNTY shall send CITY a monthly invoice for the cost of the services rendered during the preceding month. CITY agrees to pay the full amount of the invoice to COUNTY within thirty (30) days following receipt of each invoice.

4. 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.

5. INDEMNIFICATION. The Parties agree to indemnify and hold each other, their 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 directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of either Party, its officers, agents, and employees.

6. REQUIRED INSURANCE POLICIES. Each Party to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

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 party.

11. NO OBLIGATIONS TO THIRD PARTIES. The parties agree that their obligations under this Agreement are solely to each other. This Agreement shall not confer any rights to third parties.

12. GOVERNING LAW. The laws of the State of Utah govern all matters arising out of this Agreement.

13. 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.

14. COUNTY ETHICAL STANDARDS. The 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.

15. NO OFFICER OR EMPLOYEE INTEREST. It is understood and agreed that no officer or employee of COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of CITY or any member of their families shall serve on a County Board or Committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises CITY's operations, or authorizes funding or payment to CITY.

16. 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 public works directors 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.

17. NON-FUNDING. The Parties acknowledge that funds are not presently available for the performance of this contract beyond the end of their respective fiscal years, which is December 31st for the COUNTY. Each Party's obligation beyond that date is contingent upon funds being appropriated for payment due for services. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this contract, then this contract shall create no obligation on the COUNTY as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this contract and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the parties, and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this contract, or any portion thereof, which may so terminate and become null and void.

18. DEFAULT. If either party defaults in the performance of the contract or any of its covenants, terms, conditions, or provision, the payment of all costs and expenses, excluding

attorney's fees, which may arise or accrue from enforcing the contract or from pursuing any remedy provided thereunder shall be adjudicated per state law.

19. 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 as of the date first mentioned above.

SALT LAKE COUNTY

MILLCREEK

By: _____
Mayor or Designee

By: _____
Mayor or Designee

Date: _____

Date: _____

SALT LAKE COUNTY
ADMINISTRATIVE APPROVAL:

ATTEST

By: _____
Scott Baird,
Department Director

By: _____
City Recorder

Date: _____

MILLCREEK
APPROVAL AS TO FORM:

By: _____
Kevyn Smeltzer,
Division Director

By: _____
City Attorney

Date: _____

APPROVAL AS TO FORM:
SALT LAKE COUNTY

By: _____
Ryan W. Lambert,
Deputy District Attorney

EXHIBIT A
Scope of Services

Exhibit A

Scope of Services

DEFINITIONS

Snow Removal – The cost of labor, equipment and materials to remove snow. Except for an extraordinary snow storm, snow should be plowed from arterial roads within 24 hours from end of storm. All other roads should have one pass within 48 hours from the end of the storm. Priority will be to staff day crews (1 a.m. to 3 p.m.). Any cuts will be taken from night crews which could impact snow plowing during the time period of 3 p.m. to 1 a.m. Sidewalk snow removal is secondary to road snow removal.

General Road Maintenance - The County shall perform general road maintenance as needed or as reasonably directed by the City and agreed upon by the County. General road maintenance to be performed by the County includes pothole patching, crack sealing, hand patching.

Street Sweeping - The County shall sweep the roadways at least once each year, and shall respond as needed to spills, accident sites or other areas as directed by the City. At the request of the City, the County will provide reports on sweeping activities for storm water compliance.

Vector Trucks – The County shall clean out storm drain boxes once every two years and will clean storm drain pipes as needed. Some pipes are cleaned at least once annually. Most are checked when the boxes are cleaned. At the request of the City, the County will provide reports on vactoring activities for storm water compliance.

Traffic Analysis – The County shall provide dynamic feedback signs and traffic counts as requested by the City and agreed upon by the County.

Road Striping - The County shall provide the personnel, equipment and supplies necessary to provide adequate and reasonable reflective striping on the Roadways within the City Limits. The County shall stripe Roadways as directed by the City and agreed upon by the County. The striping to be performed by the County shall include all road striping and pavement markings including, but not limited to, school legends, crosswalks, turn arrows and stop bars.

School Flashers - The County shall install new school flashers as directed by the City and shall maintain and repair all school flashers located within the City Limits which fall under the jurisdiction of the City. The County shall respond within one business day to repair or replace any school flasher after notice from Public Works dispatch or the City.

Sign Maintenance - The County shall provide the personnel, equipment and supplies necessary to provide and maintain regulatory signs, directional signs, street signs and other signs. The County shall inspect and inventory all regulatory traffic signs located within the City Limits annually, and shall repair or install new traffic signs as needed or as reasonably directed by the City and agreed upon by the County. The County shall respond within one hour to repair or replace any "STOP" or "YIELD" sign and within five business days to repair or replace any other sign after notice from Public Works dispatch or

the City.

Milling and Overlay – The cost of labor, equipment and materials to mill (if necessary) and overlay a road. Milling consists of removing up to 2” of existing asphalt. A typical overlay consists of laying up to 2” of new asphalt.

Street Light Maintenance – Cost of labor, equipment and materials to do maintenance on street lights within the city limits and not maintained by another agency. Maintenance includes replacing the bulb or LED module, the glass light fixture and the photo cell. The County shall respond within five business days to repair any street light after notice from Public Works dispatch or the City. Damage due to accident, vandalism, acts of God will be repaired and billed separately

Traffic Signal Construction and Maintenance - The County shall provide the personnel, equipment and supplies necessary to provide adequate and reasonable maintenance of all traffic signals located within the City Limits which fall under the jurisdiction of the City. The County shall inspect and shall provide preventative maintenance of all traffic signals once annually. In addition, the County shall respond within one hour to repair any non-functioning red signal indication or traffic signal in flash or blacked out modes, and the within one next business day for any other traffic signal problem after notice from Public Works dispatch or the City, and shall adopt the City's reasonable direction regarding the timing and synchronization of traffic signals on Roadways within the City limits. The County provides construction of new traffic signals as agreed upon between all entities involved.

Pavement Management –The County shall employ a pavement management system that includes an adequate pavement management software program and physical and visual inventories of all the Roadways once every three years. The County shall provide the City a copy of the Overall Condition Index (OCI) and recommendations as requested by the City. The County will also provide maps, cost estimates, and historical databases for all pavement maintenance activities.

Concrete Maintenance – If funded The County shall provide the personnel, equipment and supplies necessary to perform concrete maintenance. Concrete maintenance includes ADA ramps, sidewalks, and curb and gutter, waterways, etc.

Landscaping - The County shall provide the personnel, equipment and supplies necessary to provide landscaping activities including sprinkler start-up and shut-down, mowing and weed control. These activities will be performed at the direction of the City and as agreed upon by the County.

Emergency Response - The County shall provide the direct personnel, equipment and supplies necessary to assist with Emergency Response, in coordination with the County EOC and under the direction of the City. Emergencies include natural and man-made events such as floods, windstorms, snow events, earthquakes, terrorist attacks, riots, etc.

Other Miscellaneous Activities – These activities include but are not limited to debris removal, setting up barriers for community events, hanging banners, graffiti removal, etc. These activities will be performed at the direction of the City and as agreed upon by the County.

*All service levels above are reflective of the scheduled work that was performed in the FY19-20. Any cuts either to budget or to personnel will reduce the amount of work that the County can perform or the timelines in which the County can complete the request.

EXHIBIT B

Cost for Services

Exhibit B

Cost for Services

	Millcreek	Millcreek	Millcreek
	Metrics	Units	Costs
Direct Employees	15.00	FTEs	
Shared Employees	3.37	FTEs	
Employee Costs	27,555	Hours	1,423,608
Snow Plow Cost			843,563
Shared Equipment			768,293
Salt	8,546	Tons	179,879
Overlay	236,842	SqFt	217,895
Chip Seal	355,263	SqFt	110,132
Concrete	5,019	Cubic Yards	52,000
Crack Seal			44,148
Patching			33,000
Other Materials			247,500
Slurry Seal	1,100,000.00	SqFt	220,000
Other Sub Contracts			-
Street Lighting Maintenance	1,556.00	Lights	116,700
Street Lighting Construction			-
Traffic Signal Preventative Maintenance	13.50	Signals	18,900
Traffic Signal Non Preventative Maintenance	13.50	Signals	11,611
Traffic Signal Construction			-
Administration			696,252
Total Contract			4,983,481