

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2014-26

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR LIDAR ELEVATION DATA

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, the County, through the Salt Lake County Surveyor’s office, has offered to furnish to the City high-resolution LiDAR elevation data for the entire area of the City and certain contiguous areas (the “*Services*”); and

**WHEREAS**, the City desires the Services; and

**WHEREAS**, the County has presented to the City, for its review and approval, an interlocal cooperation agreement between the County and the City (the “*Agreement*”) whereunder the County would provide the Services to the City on the terms and conditions specified in the Agreement; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 27 May 2014 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-26, shall take effect immediately upon passage.

PASSED AND APPROVED this 27<sup>th</sup> day of May 2014.

COTTONWOOD HEIGHTS CITY COUNCIL



By *Kelly*  
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

*Kory Solorio*  
Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson <i>Absent</i>	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 27<sup>th</sup> day of May 2014.

RECORDED this 28 day of May 2014.

620615.1

County Contract No. \_\_\_\_\_

District Attorney No. \_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**SALT LAKE COUNTY**  
**And**  
**COTTONWOOD HEIGHTS**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and COTTONWOOD HEIGHTS, a municipal corporation of the State of Utah (“City”). The County and City are sometimes referred to as the “Parties”.

**RECITALS**

WHEREAS, County, for and on behalf of the County Surveyor’s Office, and the City desire to enter into an Interlocal Cooperation Agreement providing for the City to purchase LiDAR data from the Salt Lake County Surveyor’s Office; and

WHEREAS, County and City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et seq. to enter into agreements for the joint cooperation of the parties for the benefit of their residents;

NOW, THEREFORE, the County and City enter into the following Agreement:

1. Project. The City will purchase high-resolution LiDAR elevation data for the entire area defined in this Agreement. The data will be acquired by the County in the Fall of 2013. Pricing will be based on cost per square mile. City agrees that delays in acquiring the LiDAR data that are through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Finance. The City agrees to pay County the amount of \$1,964.70 for 9 square miles at a cost of \$218.30 per square mile for the services provided by the County Surveyor’s Office, which payment will be made upon completion and delivery of the work described in paragraph 1 above. City agrees to tender payment in full no later than 30 days after delivery.

3. Ownership. County and the City will jointly own the LiDAR data. The City and the County may use the LiDAR data without restriction. The City will also have access to LiDAR data at no additional cost to those areas that border their City. The Parties understand that the State of Utah and USGS may use the LiDAR data without restriction.

4. Deliverables: The LiDAR data will be re-projected and tiled into State Plane Utah Central Zone Feet. The County will coordinate all deliverables and QA/QC with the Utah Automated Geographic Reference Center (AGRC)/ U.S. Geological Survey (USGS). The anticipated final delivery is April 2014. Final delivery may vary depending on weather conditions, flight times, and/or other technical issues.

5. Duration and Termination, This Agreement shall take effect upon execution of this Agreement and shall terminate on December 31, 2014 unless an extension is agreed to in writing. Either party may terminate this Agreement with thirty days notice as provided for in paragraph 7 of this Agreement.

6. Separate Legal Entity. This Agreement does not create a separate legal entity.

7. Liability and Indemnification. Both parties are governmental entities under the Utah Governmental Immunity Act, Title 63, Chapter 30, Utah Code Ann., 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

8. Notice. 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 two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Mayor  
2001 South State Street, N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575

Salt Lake County Surveyor  
2001 South State Street, N1500  
PO Box 144575  
Salt Lake City, Utah 84114-4575

City: Cottonwood Heights Manager  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047

9. Miscellaneous Provisions. It is mutually agreed and understood by and between said Parties that:

A. Agents, employees, or representatives of each party shall not be deemed to be the agents, employees or representatives of the other;

B. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either

party or agents for either party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

C. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking.

D. The County designates Mark Miller as representative to assist in the management of this Agreement. The City designates Kevin Sato as representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

APPROVED AND AGREED TO:  
SALT LAKE COUNTY SURVEYOR

By \_\_\_\_\_  
Reid J. Demman PLS, County Surveyor

Approved as to Form and Legality:

By \_\_\_\_\_  
Deputy District Attorney

Date \_\_\_\_\_

COTTONWOOD HEIGHTS

By \_\_\_\_\_  
Mayor Kevin H. Cullimore Jr. or Designee

ATTEST:

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

Approved as to Form and Legality:

\_\_\_\_\_  
Attorney for \_\_\_\_\_

Date \_\_\_\_\_