

COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-17

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR AERIAL PHOTOGRAPHY

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 has entered into an agreement with the Utah Department of Technology Services, Automated Geographic Reference Center, for use of a commercial license with Google for high resolution orthophotography (aerial photography), with options to purchase updated aerial photography content, for the entire area of the County, and has offered to make such imagery data available to the City (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 14 April 2015 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. 2015-17, shall take effect immediately upon passage.

PASSED AND APPROVED this 14th day of April 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
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	Yea <input checked="" 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 14th day of April 2015.

RECORDED this 14 day of April 2015.

County Contract No. _____
District Attorney No. 15-02705
City Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
COTTONWOOD HEIGHTS CITY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 31 day of March, 2015, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County") for its County Surveyor's Office, and the city of COTTONWOOD HEIGHTS, a municipal corporation of the State of Utah ("City"). County and City are sometimes referred to as the "Parties".

RECITALS

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;

WHEREAS, County has entered into an agreement with the Utah Department of Technology Services, Automated Geographic Reference Center for use of a commercial license with Google for use of high-resolution digital orthophotography (aerial photography) with options to purchase updated aerial photography content; and

WHEREAS, the County desires to make available and the City desires to acquire Google imagery data;

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

1. PROJECT

- a. The City agrees to participate in the purchase of a commercial aerial photography license of high-resolution Google Imagery data which will include at a minimum the entire area of the County of Salt Lake. The data will be acquired each year beginning in 2015 and ending December 31, 2017 unless renewed. City agrees that delays in acquiring the Google Imagery data that are through no fault of the County will not be a basis for termination of this Agreement or damages.
- b. As part of purchase agreement, the City agrees to fill out the electronic Organizational Usage Agreement located on the AGRC Aerial Photography page at <http://gis.utah.gov/data/aerial-photography>, a sample of which is attached hereto and incorporated herein as Exhibit A.

2. COMPENSATION Total project cost includes the initial Google Imagery data purchase and two years maintenance costs. Pricing per city will be based on a sixteenth of the total project cost which is not to exceed \$5000.00. The City agrees to pay its portion of the first year's purchase cost in the amount of \$3750.00 to the County. 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. The City's portion of the maintenance cost will be billed annually in subsequent years.

3. DURATION AND TERMINATION

- a. This Agreement shall take effect upon the execution of this Agreement by a duly authorized official of each Party and recordation with their respective keeper of records pursuant to the Interlocal Agreement Act and shall terminate on December 31, 2017 unless renewed. This Agreement may be renewed for 2 additional three-year periods.
- b. This Agreement may be voluntarily terminated in whole or in part by either Party on not less than thirty (30) days notice in advance of the contemplated termination given in writing.

4. DELIVERABLES

- a. The Google Imagery data will be available as a GIS WMA service and as a downloadable product. The County will coordinate all deliverables and QA/QC with the Utah Automated Geographic Reference Center (AGRC). The anticipated initial delivery is March 2015. Provides purchase options, in subsequent years, for the State, if current on the annual maintenance costs, to acquire future aerial photography updates, as flown by the product provider, at the initial per unit acquisition cost, for a period of 3 years from purchase, with: a minimum purchase limit not exceeding 5,000 km, and an expected update of the settled area of the Wasatch Front annually.
- b. Provides a content use license that may restrict or prohibit bulk redistribution of the raw aerial photography data outside the allowable user/usage specifications, but, otherwise includes staff and web application uses for conducting the official business of Utah's state government, regional and local political subdivisions, public safety communication centers, K-12 and higher education entities. The entities above, as provided by private sector or non-profit parties using map technology to deliver services to these organizations as specifically directed per statutory requirement, per contract, or per other formalized, time-limited agreement. AGRC will obtain a statewide download of the imagery, per the on-premise rights associated with the commercial aerial photography service and will make the downloaded files available to partnering agencies and other qualifying organizations.

5. SEPARATE LEGAL ENTITY This Agreement does not create a separate legal entity.
6. 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.
7. 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 State Street, N1500
PO Box 144575
Salt Lake City, Utah 84114-4575

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

8. INTERLOCAL COOPERATION ACT REQUIREMENTS In satisfaction of the requirements of the Interlocal Cooperation 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;

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

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. The County designates Mark Miller as representative to assist in the management of this Agreement. The City designates the city manager 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.
- d. This Agreement may be executed in counterparts by the City and the County.
- e. Amendments may be proposed at any time during the period of performance by either Party and shall become effective upon signing by both Parties. No change to this Agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both Parties.
- f. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof, or any part thereof.
- g. Nothing in this agreement creates any enforceable rights in third parties.
- h. Each Party agrees to follow the records retention schedule required by law.

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 Melanie F. Mitchell
Melanie F. Mitchell, Unit Chief

Date 8 April 2015

COTTONWOOD HEIGHTS, a Utah municipality

By _____

Title Mayor

ATTEST:

Recorder

Approved as to Form and Legality:

Attorney for Cottonwood Heights
Date 14 April 2015

EXHIBIT A

EXHIBIT A

* Required



Organizational Usage Agreement, Google Imagery License

For the State of Utah's Google High Resolution Aerial Photography License (DTS#0152):

The following agreement is required for all qualifying organizations to use the Utah license to Google's high resolution imagery.

Organizations (state departments or divisions, counties, cities, contractors, etc) need only complete the agreement once, and it is suggested this be done by a designated primary contact (GIS manager, CAD lead, mapping apps project manager, etc).

Contractors and partners need only fill out this agreement if access to the service is desired outside of an immediate licensee's physical facilities or network.

Email contact information collected will only be used to provide updates regarding the imagery terms of service, changes to imagery content, or notices regarding the imagery web services.

PART 1: Organization and Primary Contact (Required)

Organization: *

Primary Contact First and Last Name: *

Primary Contact Email *

Primary Contact Phone: *

PART 1b: Additional Information for Contractors and Partner Organizations (Required if Applicable)

If not state, regional, local or tribal government, public safety, communications center, K-12, or higher ed, then please provide:

Name of project or relevant partnership for which imagery will be used:

Working on behalf of, or partnering with:

Provide the state, regional, local or tribal government, public safety, K-12, or higher ed entity for which you are performing work under the project or formal partnership

Contact email at qualifying organization with which you are formally partnering or performing contracted work:

Anticipated project end date:

Is the anticipated end date likely to be extended?

- No
- Possible
- Probable

PART 2: Informational Items and Terms of Service (Required)

Check each box to indicate acknowledgement and agreement to the informational items and terms of service

*

Imagery web services are provided as a 'best effort' level service; there is no implied or explicit high availability service-level agreement for the imagery web services.

*

The organization-specific web service URL, or other credentials for accessing the imagery as a service may not to be distributed outside of your organization. Usage statistics will be kept to inform the acquisition of future aerial photography updates and to support sustained funding for the license.

*

The Google imagery is a proprietary product licensed to Utah's state, local & tribal government. The license requires attribution on any published hard copy or digital maps, including web maps. Attribution should at a minimum read "Google" and must be legible to the average viewer. Attribution graphic files will be available at: gis.utah.gov/data/googleimagery.

*

Inclusion of the imagery in any non-commercial printed document (5000 document copies or less) is permitted for public sector organizations without prior approval. Approval from Google must be obtained through AGRC for non-commercial documents printed in larger quantities or for any printed or digital materials provided to end users for a fee that exceeds the total cost of production.

*

Stated horizontal positional accuracy of the imagery is expected to achieve or exceed one meter (CE90) in most areas without significant vertical relief. Higher precision is expected in urban areas, where existing supplemental ground control was more abundant.

*

License information, known issues, frequently asked questions, and other resources related to the Google imagery license are available at gis.utah.gov/data/googleimagery.

*

A datum transformation may be required to achieve the highest level of positional accuracy, especially when reprojecting imagery between NAD27, NAD83, and WGS84-based datums. More information is available on this topic at: gis.utah.gov/data/googleimagery.

*

Contractors or formal partners performing work on behalf of a licensee must apply separately for access to the imagery service if it is to be used outside the immediate licensee's physical facilities or network.

*

Imagery files may not be resold, leased, rented or redistributed outside of your immediate organization or used for projects not identified to and approved by AGRC. Providing mass downloads of any imagery files or derivative works containing the imagery is not permitted.

PART 3: On Premise Imagery Files Request (Optional)

Image files may be requested through AGRC for those organizations with legitimate use requirements that cannot be met using the aerial photography via web services.

*** Important Note: The imagery .jpg files are not yet ready, but you can still place your request in the queue for future attention.

The streaming aerial photography web service is not anticipated to meet my organization's needs. My organization is requesting access to the imagery files for the following project and reason:

Project or Application Description (if applicable):

Why web service access doesn't fulfill requirements (if applicable):

Description of Geographic Area Required:

PART 4. Acknowledgement (Required)

On behalf of my organization, I have checked the appropriate boxes to indicate acknowledgement and agreement to the informational items and terms of service, as listed above, pertaining to usage of the State of Utah's license to the Google High Resolution Aerial Photography products and services. Furthermore, by signing this document, my organization commits to communicating the content of this agreement to all of its end users of the aerial photography and related services.

Signature of Primary Contact *

Adding your name below will constitute an electronic signature.

An email will be sent out to the primary contact indicated, confirming submission of this license agreement. Please notify us if you fail to receive a confirmation email.

Submit

Never submit passwords through Google Forms.