

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2024-01

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

**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 Pictometry International Corp. for high-resolution orthogonal aerial photographs of certain areas of the County, under which the County will own and be entitled to share such imagery data with other governmental entities; and

**WHEREAS**, the County has offered to make such imagery data (the “*Services*”) available to the City; 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 2 January 2024 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.

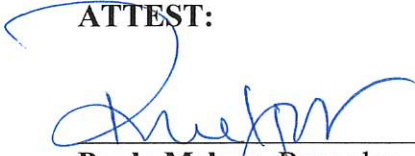
This Resolution, assigned no. 2024-01, shall take effect immediately upon passage.

PASSED AND APPROVED this 2<sup>nd</sup> day of January 2024.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
**Michael T. Weichers, Mayor**

**ATTEST:**

  
**Paula Melgar, Recorder**



**VOTING:**

Michael T. Weichers	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Matt Holton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Suzanne Hyland	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Shawn E. Newell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ellen Birrell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 2<sup>nd</sup> day of January 2024.

**RECORDED** this 4<sup>th</sup> day of January 2024.

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

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

**INTERLOCAL COOPERATION AGREEMENT**

**Between**

**SALT LAKE COUNTY**

**And**

**COTTONWOOD HEIGHTS CITY**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into this 2<sup>nd</sup> day of January 2023, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the “County”), and the city of COTTONWOOD HEIGHTS, a municipal corporation of the State of Utah (the “City”). The County and the City are sometimes referred to as the “Parties”.

**RECITALS**

WHEREAS, the County entered into an agreement with Pictometry International Corp. to obtain oblique imagery (“Oblique Imagery”) and high-resolution orthogonal (“Orthorectified Imagery”) aerial photographs of certain areas of Salt Lake County (the “Pictometry Agreement”); and

WHEREAS, pursuant to the Pictometry Agreement, the County owns the Orthorectified Imagery and has the right to grant access to the Oblique Imagery through licenses provided through the Pictometry Agreement that can be shared with other municipal, county and state government agencies in the County; and

WHEREAS, the County, for and on behalf of the Salt Lake County Surveyor’s Office (“Surveyor”) and the Salt Lake County Assessor’s Office (“Assessor”), and the City desire to enter into this Agreement, providing the City with access to aerial photography available under the Pictometry Agreement; and

WHEREAS, the City is willing to acquire access to the aerial photography subject to the terms of this Agreement; and

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

NOW, THEREFORE, the County and the City agree as follows:

1. Project.

A. The County hereby grants the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

B. Electronic files of Orthorectified Imagery will be provided to the City by the County on December 15, 2023, or within thirty days after the County obtains the Orthorectified Imagery from Pictometry International Corp., whichever occurs last. The City acknowledges that the availability of Orthorectified Imagery and Oblique Imagery is subject to delivery under the Pictometry Agreement and agrees that delays in acquiring the imagery occurring through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Compensation. The City shall pay County the \$ 130.00 per square mile for the Orthorectified Imagery obtained from the County through the Surveyor. The City's geographical boundaries consists of approximately 9.23 square miles and is depicted on Exhibit A. The total payment for the Orthorectified Imagery is \$1,199.90. City shall tender any required payment in full in order to receive delivery of the electronic files containing the Orthorectified Imagery.

3. Ownership.

A. Orthorectified Imagery. The Parties agree that the Orthorectified Imagery is the County's protected intellectual property, and the County owns and controls the use of the Orthorectified Imagery. The City may use the Orthorectified Imagery only as authorized by this Agreement and only be used by the City for City purposes. The City shall not share or distribute this data with other private or public entities without specific written consent from the County.

B. Oblique Imagery. Use of the license to access the Oblique Imagery, if applicable, is subject to the terms and conditions of the Pictometry Agreement.

4. Duration and Termination.

A. This Agreement shall take effect upon its full execution and delivery and shall terminate on December 31, 2024 unless an extension is agreed to in writing. The Parties will negotiate a new compensation amount and amend Section 2 as part of any extension.

B. Either Party may terminate this Agreement for convenience at any time by giving at least thirty (30)-days prior written notice to the other Party of such termination.

C. The County may also suspend or terminate this Agreement, in whole or in part, by giving at least seven (7)-days prior written notice to the City if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the City ineligible for any further participation in the County's imagery contracts, in addition to other remedies as provided by law.

D. In the event of any termination for convenience by the City or termination for cause by the County, all Orthorectified Imagery files shall be removed and/or deleted from the City's computers and servers.

5. No 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 63G, Chapter 7, Utah Code Ann., 1953, as amended (the

“Immunity Act”). Consistent with the terms of the Immunity 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 Immunity Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by an 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, N2-100  
PO Box 144575  
Salt Lake City, Utah 84114-4575

And Salt Lake County Surveyor  
2001 South State Street, N1-400  
PO Box 144575  
Salt Lake City, Utah 84114-4575

City: Cottonwood Heights  
Attn. City Manager  
2277 East Bengal Blvd.  
Cottonwood Heights, UT 84121

8. Termination. The County may terminate this Agreement for an “Event of Default” as defined, upon written notice from the County to the City as provided for in paragraph 7 of this Agreement. As used in this Agreement, the term “Event of Default” means: (a) the City fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice or (b) the City fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice.

9. Miscellaneous Provisions. It is mutually agreed and understood by and between the 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. As required by Section 11-13-207 of the Interlocal Act, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting

of a designee of the County and a designee of the City. The County designates Erik Neemann its as representative to such joint board to assist in the management of this Agreement. The City designates Matt Shipp as its representative to such joint board 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.

10. Additional Interlocal 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.

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

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

APPROVED AND AGREED TO:  
SALT LAKE COUNTY SURVEYOR

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

Approved as to Form and Legality:

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

COTTONWOOD HEIGHTS, a Utah municipality

By   
Michael T. Weichers, Mayor

ATTEST:

  
Paula Melgar, City Recorder

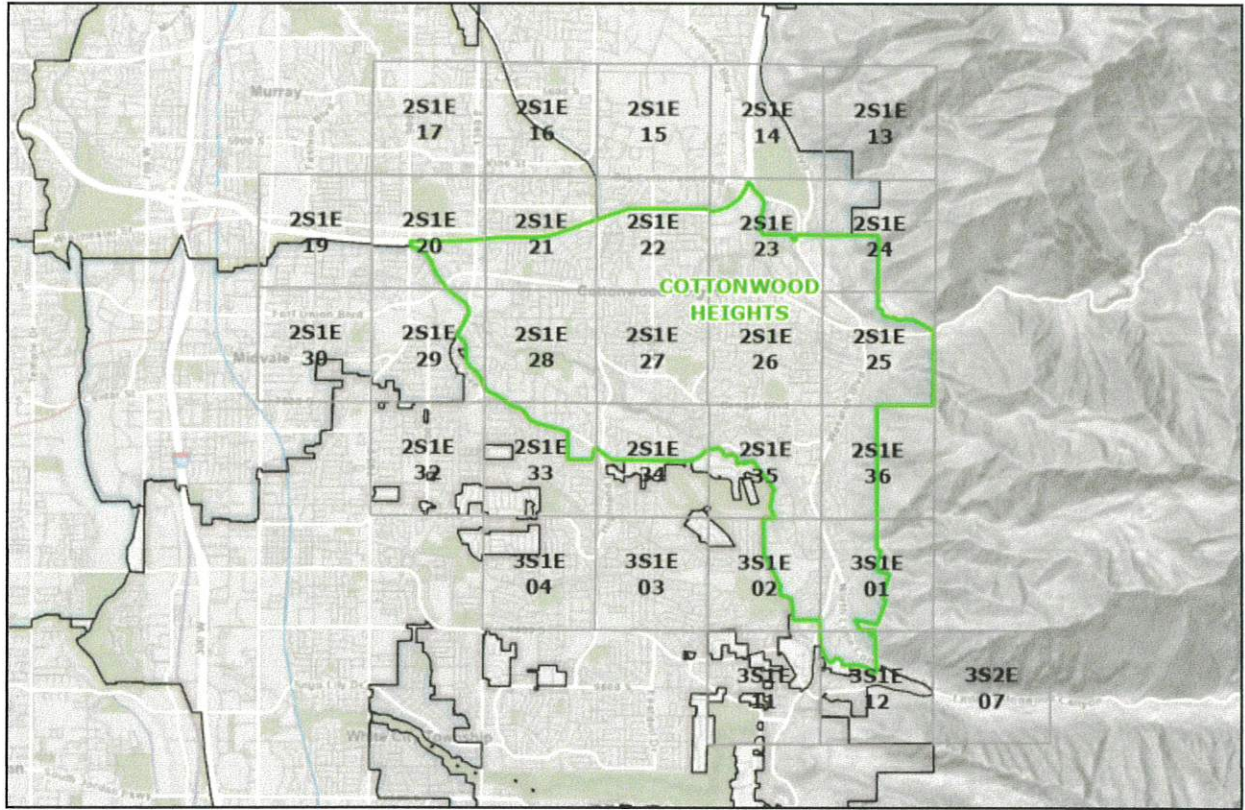


Approved as to Form and Legality:

*Wm. Shane Topham*

\_\_\_\_\_  
Wm. Shane Topham, City Attorney

Exhibit A  
Geographical Boundaries



▬ MUNICIPALITIES  
▬ 3-INCH

EXHIBIT A  
COTTONWOOD HEIGHTS CITY

