

**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: December 18, 2013

AGENDA ITEM: Approve the purchase of LiDAR data from the Salt Lake County Surveyor's Office in the amount of \$2,401.30.

PUBLIC HEARING REQUIRED – YES NO

RESOLUTION/ORDINANCE REQUIRED:

ORDINANCE RESOLUTION

PRESENTER: John Inch Morgan

ISSUE SUMMARY: Consideration of approval for Resolution No. 13-34 and inter-local agreement between the Salt Lake County Surveyor's Office and the City of Taylorsville to purchase LiDAR data in the amount of \$2,401.30.

COMMISSION / ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION: N/A

CITY ATTORNEY (Approved as to form): Yes

ATTACHMENTS: Resolution No. 13-34
Inter-local Agreement

ACTION REQUIRED: Council Vote

TAYLORSVILLE, UTAH
RESOLUTION 13-34

**A RESOLUTION OF THE TAYLORSVILLE CITY COUNCIL TO APPROVE
THE PURCHASE OF HIGH RESOLUTION LIDAR ELEVATION DATA
BETWEEN SALT LAKE COUNTY SURVEYOR'S OFFICE AND THE CITY OF
TAYLORSVILLE IN THE AMOUNT OF \$2,401.30**

WHEREAS, the Taylorsville City Council (the "*Council*") met in a regular City Council Meeting on December 18, 2013 to consider among other things, approving an Interlocal Cooperation Agreement ("*Agreement*") between the Salt Lake County Surveyor's Office and the City of Taylorsville ("*City*") to purchase high resolution LiDAR elevation data in the amount of \$2,401.30; and

WHEREAS, the Utah Interlocal Cooperative Act (Utah Code Ann. 11-13-101, *et seq.*) (the "*Act*") provides that any two government entities are authorized to enter into agreements with each other upon resolution to do so by the respective governing bodies to do what each agency is authorized by law to perform; and

WHEREAS, the City of Taylorsville and the Salt Lake County are government entities as contemplated in the Act; and

WHEREAS, the purpose of the agreement sets forth the purpose therefore, the extent of the participation of the parties and the rights, duties and responsibilities of the parties; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Taylorsville to enter into an Interlocal Cooperative Agreement with Salt Lake County.

NOW THEREFOR BE IT RESOLVED that the attached Interlocal Cooperative Agreement is approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 13-34 shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the City Council of Taylorsville, Utah this 18th day of December, 2013.

TAYLORSVILLE CITY COUNCIL

By: _____
Dama Barbour, Chairman

VOTING:

Dama Barbour	Yea	___	Nay	___
Ernest Burgess	Yea	___	Nay	___
Brad Christopherson	Yea	___	Nay	___
Larry Johnson	Yea	___	Nay	___
Kristie Overson	Yea	___	Nay	___

PRESENTED to the Mayor of the City of Taylorsville for his approval this _____ day of December 2013.

APPROVED THIS _____ day of December 2013.

Jerry Rechtenbach, **Mayor**

ATTEST:

Cheryl P. Cottle, City Recorder

DEPOSITED in the Recorder's office this _____ day of December 2013.

RECORDED this _____ day of December 2013.

County Contract No. _____

District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
TAYLORSVILLE CITY

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 CITY OF TAYLORSVILLE, 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 \$2,401.30 for 11 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: City of Taylorsville
2600 West Taylorsville Blvd.
Taylorsville, UT 84129

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 _____ 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 _____

CITY OF TAYLORSVILLE

By _____
Mayor Jerry Rechtenbach or Designee

ATTEST:

City Recorder

Approved as to Form and Legality:

Attorney for _____

Date _____