COTTONWOOD HEIGHTS

RESOLUTION NO. 2009-34

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, through the Salt Lake County Surveyor's office, has offered to furnish to the City natural color orthorectified aerial photography imagery at 12.5 cm resolution 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 23 June 2009 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. 2009-34, shall take effect immediately upon passage.

PASSED AND APPROVED this 23rd day of June 2009.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

_____
Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ✓	Nay ___
Gordon M. Thomas	Yea ✓	Nay ___
J. Scott Bracken	Yea ✓	Nay ___
Don J. Antczak	Yea ✓	Nay ___
Bruce T. Jones	Yea ✓	Nay ___

DEPOSITED in the office of the City Recorder this 23rd day of June 2009.

RECORDED this 23rd day of June 2009.

WST\CH\524494.1

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 23rd day of June, 2009, by the 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 providing for the City to purchase Aerial Photography 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 natural color orthorectified imagery at 12.5 cm resolution for the entire area defined in this Agreement. The imagery will be acquired by the County in the Spring of 2009. Pricing will be based on cost per square mile. City agrees that delays in acquiring the imagery 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 1,110.81 for 8.816 square miles at a cost of $126.00 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. Parties agree that the County and the City will jointly own the aerial photography. The City may use the aerial photography without restriction. County agrees that aerial photography purchased by the City will only be used by the County for County purposes. The City will also have access to aerial photography at no additional cost to those areas that border their City.

4. Duration and Termination, This Agreement shall take effect upon execution of this Agreement and shall terminate on December 31, 2009 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.

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 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, N2100
Salt Lake City, Utah 84190-1000

Salt Lake County Surveyor
2001 South State Street, N
Salt Lake City, Utah 84190-2300

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

8. 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 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 _____ 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.

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

SALT LAKE COUNTY

By _____
Mayor Peter Corroon or Designee

STATE OF UTAH)
: ss
County of Salt Lake)

On this _____ day of _____, 2009, personally appeared before me _____, who being duly sworn, did say that s/he is the _____of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

_____
NOTARY PUBLIC
Residing in Salt Lake County, Utah

[SEAL]

APPROVED AND AGREED TO:
SALT LAKE COUNTY SURVEYOR

By_____
Reid J. Demman
County Surveyor

Approved as to Form and Legality:

By _____
Deputy District Attorney
Date _____

COTTONWOOD HEIGHTS, a Utah municipality

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

_____
Linda W. Dunlavy, Recorder

Approved as to Form and Legality:

_____
Wm. Shane Topham, City Attorney
Date _____

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