

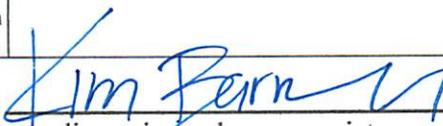
Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)

Date of Request	June 4, 2018
Requesting Staff Member	Alison Weyher
Requested Council Date	Next available
Topic/Discussion Title	Approval of Cooperative Agreement between Salt Lake City and Salt Lake County approving a \$60,000 contribution from Salt Lake City to Salt Lake County to be used for the Microbial Source Tracking Sample Analysis Project
Description	The Microbial Source Tracking Sample Analysis Project will identify pollutants in waterways in Millcreek Canyon Emigration Canyon and Red Butte Canyon. It is important to identify these pollutants so that appropriate mitigation measures can be undertaken. A detailed explanation is attached as Exhibit A to this agreement. Because these waterways flow through Salt Lake City, it is appropriate for the City to contribute to this study.
Requested Action¹	Approve Cooperative Agreement
Presenter(s)	Kade Moncur, director Flood control and Engineering Scott Baird, Director Public Works and Municipal Services
Time Needed²	Five minutes
Time Sensitive³	No
Specific Time(s)⁴	No
Will You Be Providing a PowerPoint	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will You Be Providing Back-Up Documentation or Handouts? <small>Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.</small>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No see attached

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in

RECORDED
MAY 01 2018
CITY RECORDER

**COOPERATIVE AGREEMENT BETWEEN
SALT LAKE CITY CORPORATION AND SALT LAKE COUNTY**

THIS AGREEMENT, made and entered into this ___ day of April, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (“City”).

RECITALS

WHEREAS, Big Cottonwood Canyon, Little Cottonwood Canyon, Parleys Canyon, and City Creek Canyon are part of the source for culinary water supply for many residents of Salt Lake County;

WHEREAS, Millcreek Canyon, Emigration Canyon, and Red Butte Canyon are part of potential future source for culinary water supply;

WHEREAS, the County and the City currently monitor the quality of the water in the Jordan River Watershed areas of the County;

WHEREAS, source identification of pollutants is needed to implement mitigation efforts of the source;

WHEREAS, the City is willing to assist the County in this undertaking by providing funds for the Microbial Source Tracking (MST) Sample Analysis Project (Project); and

WHEREAS, this is a cooperative effort in which both the City and the County mutually benefit from the Project; and

WHEREAS, the County and City desire to enter into this Agreement to define the terms and conditions upon which the City shall make a contribution to the County for the Project.

NOW THEREFORE, it is agreed by and between the County and City hereto as follows:

**PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515**

AGREEMENT

1. Transfer of City Funds to County. Within sixty (60) calendar days of execution of this Agreement, City shall transfer a one-time contribution of funds to County for the Project in the amount of **Sixty Thousand and 00/100 Dollars (\$60,000.00)** (the “City Funds”). County agrees the City Funds shall only be used for actual implementation costs of the Project, the scope of which is attached hereto as Exhibit A.

2. County Will Administer the Project. The County will administer the oversight and management of the project. The County warrants and acknowledges it is the recipient of the City Funds and will provide adequate documentation of the use of the City Funds to City upon written request. This provision shall survive termination of the Agreement.

3. County Will Provide Data and Reports to the City. The County will administer and manage the Project. All data and reports will be provided to the City according to the schedule established in Exhibit A. The City will be recognized as a matching partner to the Project in any publicity or other documentation concerning the Project published by or on behalf of the County. City is to review report prior to publication.

4. Term. This Agreement shall expire three years from the date of its recording by the City Recorder.

5. Contract Administration. Notwithstanding City’s obligation to pay the City Funds, County retains all rights to administer, obligations, and liabilities all other aspects of the any contract for the management of the Project and will be solely responsible for the Project.

6. Indemnity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2017), as amended (the “Act”). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the County and the City shall be liable for their own negligent acts or omissions, and those of their authorized employees, officers, and agents while engaged in the performance of the

PROPERTY OF SALT LAKE
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SALT LAKE CITY, UTAH 84114-5515

obligations under this Agreement, and neither the County nor City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

7. Miscellaneous.

- a. This Agreement may not be assigned.
- b. All covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, and shall not be altered except in writing, signed by both parties.
- c. This Agreement constitutes the entire agreement between the parties and it cannot be altered except in writing signed by both parties.

[Signature Page Follows]

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

CITY:

SALT LAKE CITY CORPORATION, a Utah municipal corporation



Laura Briefer, Director

SLC Department of Public Utilities

ATTEST AND COUNTERSIGN:
Salt Lake City Recorder's Office



CITY RECORDER

RECORDED
MAY 01 2018
CITY RECORDER



APPROVED AS TO FORM:
Salt Lake City Attorney's Office



Deputy City Attorney
Date 4/30/18

COUNTY:

SALT LAKE COUNTY, a body corporate and politic of the State of Utah

Mayor or Designee

ADMINISTRATIVE APPROVAL:

By: 

Scott Baird, Department Director

DIVISION APPROVAL:

By: Kade Moncur 5/23/2018
Kade Moncur, Division Director

APPROVED AS TO FORM AND LEGALITY:

By: Angela Lane
Angela Lane,
Deputy District Attorney

Date: 4-19-18

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

Exhibit A
Scope of Work
Microbial Source Tracking (MST) Sample Analysis Project

The primary goal of the Microbial Source Tracking (MST) Sample Analysis Project (Project) is to better determine the source of fecal contamination in surface waters. Traditional fecal indicators, such as fecal coliforms and *E. coli*, are found at high concentrations in many common sources of fecal contamination (e.g., sewage, birds, wildlife, pets), their detection in water does not directly indicate the specific source. Proper management toward contaminant-free waterbodies and determination of associated health risks rely on knowledge of both the type and levels of fecal contamination entering into a system.

1. Salt Lake County in agreement between Research Foundation for State University of New York (SUNY) shall perform the following services:
 - a. The Project is a three year study. The work shall include a joint three-year study of Microbial Source Tracking (MST) within four waterbodies in Salt Lake County, including Parley's Creek, Big Cottonwood Creek, Emigration Creek, and Millcreek. Salt Lake County (County) shall select sampling sites in consultation with Salt Lake City (City) and conduct sampling on these four waterbodies.
 - b. Each of the four selected waterbodies will have three sampling events each year for a total of nine data sampling events over the three year study. Each sampling event will be conducted by County personnel and will incorporate 20 MST samples with one duplicate for Quality Assurance/Quality Control (QA/QC). Over the three year period, a total of 720 MST samples will be collected by the County and analyzed by SUNY.
 - c. The County shall send the samples to SUNY.

- d. SUNY will analyze the samples and produce a report summarizing the results of analysis.
 - e. SUNY shall report to the County and the City the data and report summarizing the results of such analysis. SUNY will provide an annual summary of data to help identify potential issues.
2. The County shall meet with representatives of the City, at the request of the City, to discuss sampling and analysis results, and discuss matters of concern.
3. The City shall have the right to review all work products of Salt Lake County.

PROPERTY OF SALT LAKE
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PV/8/08R

RECORDED

MAY 01 2018

CITY RECORDER

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SALT LAKE CITY CORPORATION AND SALT LAKE COUNTY**

THIS AGREEMENT, made and entered into this ___ day of April, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (“City”).

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WHEREAS, the County and the City currently monitor the quality of the water in the Jordan River Watershed areas of the County;

WHEREAS, source identification of pollutants is needed to implement mitigation efforts of the source;

WHEREAS, the City is willing to assist the County in this undertaking by providing funds for the Microbial Source Tracking (MST) Sample Analysis Project (Project); and

WHEREAS, this is a cooperative effort in which both the City and the County mutually benefit from the Project; and

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CITY:

SALT LAKE CITY CORPORATION, a
Utah municipal corporation



Laura Briefer, Director

SLC Department of Public Utilities

ATTEST AND COUNTERSIGN:
Salt Lake City Recorder's Office



CITY RECORDER

RECORDED
MAY 01 2018
CITY RECORDER



APPROVED AS TO FORM:
Salt Lake City Attorney's Office

4/30/18

Deputy City Attorney
Date ERV

COUNTY:

SALT LAKE COUNTY, a body corporate
and politic of the State of Utah

Mayor or Designee

ADMINISTRATIVE APPROVAL:

By: 

Scott Baird, Department Director

DIVISION APPROVAL:

By: Kade Moncur 5/23/2018
Kade Moncur, Division Director

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By: Angela Lane
Angela Lane,
Deputy District Attorney

Date: 4-19-18

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PV18108P

RECORDED

MAY 01 2018

CITY RECORDER

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Utah municipal corporation



Laura Briefer, Director
SLC Department of Public Utilities

ATTEST AND COUNTERSIGN:
Salt Lake City Recorder's Office



CITY RECORDER

RECORDED
MAY 01 2018
CITY RECORDER



APPROVED AS TO FORM:
Salt Lake City Attorney's Office



Deputy City Attorney
Date 4/30/18

COUNTY:

SALT LAKE COUNTY, a body corporate
and politic of the State of Utah

Mayor or Designee

ADMINISTRATIVE APPROVAL:

By: 

Scott Baird, Department Director

DIVISION APPROVAL:

By: Kade Moncur 5/23/2018
Kade Moncur, Division Director

APPROVED AS TO FORM AND LEGALITY:

By: Angela Lane
Angela Lane,
Deputy District Attorney

Date: 4-19-18

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advertising, telephone, newspaper, and other...
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