

SL COUNTY BUDGET REQUEST / ADJUSTMENT FORM

Executive Summary

Reference No: 460000YE01 For Fiscal Year: 2018
 Requesting Organization: 46000000 FLOOD CONTROL ENG Date of Request: 26-Jul-18
 Budget Adjust Type(s): New Revenue or Expense Ongoing (Y or N): N
 If Yes, next year's CF impact: \$0
 Net FTE Change: 0.00

Description and Justification:

Revenue from Salt Lake City for Ecoli Study: Salt Lake City will be participating in Salt Lake County's Microbial Source Tracking (MST) project to further understand the nature of the E. coli impairment in multiple City and County waterways. Per interlocal agreement PV18108R, Salt Lake City will transfer \$60,000 as part of the implementation costs for the project. Only \$40,400 of the \$60,000 will be spent in 2018. The remaining budget of \$19,600 will be spent in 2019 and 2020.

Fund Impact

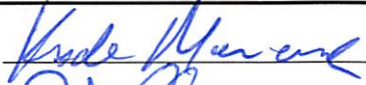
SUMMARY OF FUND IMPACT BY FUND

FUND:	250 FLOOD CONTROL FUND
Fund Impact (Budgetary)	\$0
Fund Impact (Transfers)	\$0
TOTAL FUND IMPACT	\$0

SUMMARY OF CNTY FUNDING IMPACT BY DEPT

DEPT	REVENUE	EXPENSE	BAL SHEET	CNTY FUNDING
4600000400 FC-WATER QUALITY	40,400	40,400	0	0
TOTALS	40,400	40,400	0	0

Approvals

Division Director: 

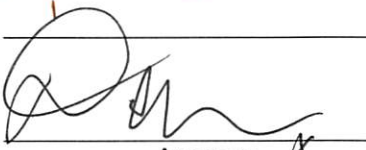
Date: 7/30/2018

Dept. or Elected Fiscal Mgr: 

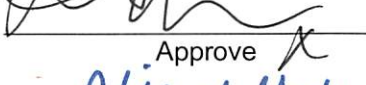
Date: 7/30/18

Dept. Dir. or Elected Official: 

Date: 30 July 2018

Facilities Division Director:
(Capital Projects Only) 

Date:

Chief Financial Officer: 

Date: 7/31/2018

Mayor or Designee: 

Date: 7-31-18

Council Action: 

Date:

Budget Adjustment Detail									
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Budget Year: 2018 * Requesting Department: 46000000 FLOOD CONTROL ENGINEERING

Budget Period: Post June Year-End * Req Item No: 460000YE01 * Adjustment Title: Revenue from Salt Lake City for Ecoli Study

Adjustment Type(s): New Revenue or Expense

Expense Budget String(s):

[illegible]

TOTAL EXPENDITURES Page 1:	\$40,400
TOTAL EXPENDITURES ALL PAGES:	\$40,400

Revenue Budget String(s):

[illegible]

TOTAL REVENUES Page 1:	\$40,400
TOTAL REVENUES ALL PAGES:	\$40,400

Balance Sheet/Fund Unrestriction String(s): ☐ Bal sheet strings only required for Proprietary Fund adjustments or fund unrestrictedions; check if applicable.

FUND	SUB-DEPT ID	BAL. SHEET ACCOUNT	AMOUNT
		BAL_SHT or 499999	
		BAL_SHT or 499999	
		BAL_SHT or 499999	

TOTAL BALANCE SHEET CHANGE:	\$0
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* Ongoing (Y or N): N
If Yes, next year's CF impact: \$0

No. of New FTEs:	0.00	(2)
No. of New Time Limited FTEs:	0.00	(2)
No. of Transferred FTEs:	0.00	(2)
No. of Abolished FTEs:	0.00	(2)

Fund Balance Transfers:

From Fund	From Dept ID	To Fund	To Dept ID	Amount

Description and justification: (Attach additional pages as needed.)^{*}

Salt Lake City will be participating in Salt Lake County's Microbial Source Tracking (MST) project to further understand the nature of the E. coli impairment in multiple City and County waterways. Per interlocal agreement PV18108R, Salt Lake City will transfer \$60,000 as part of the implementation costs for the project. Only \$40,400 of the \$60,000 will be spent in 2018. The remaining budget of \$19,600 will be spent in 2019 and 2020.

(1) If the request is for a grant, include the dates the grant will expire and what obligations are required of the County after the grant expires.



CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: PV18108R
Sold To: Salt Lake City
Description: FCE-Interlocal- City to transfer \$60,000 to SLCo for implementation costs of the Microbial Source Tracking Sample Analysis Project. SLCo to administer & manage the project & provide reports to City (schedule in Exhibit A). Term for 3 years to 04/30/2021
Revenue Amount: \$0.00
Agency Name: Engineering
Start Date: 2018-05-01 End Date: 2021-04-30



June 12, 2018

COUNTY COUNCIL

Aimee Winder-Newton,
Chair
District #3

Jenny Wilson
At-Large A

Richard Snelgrove
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Michael Jensen
District #2

Ann Granato
District #4

Steve DeBry
District #5

Max Burdick
District #6

Ms. Antigone Carlson
Contracts Administrator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 5380 authorizing execution of a COOPERATIVE AGREEMENT between Salt Lake County for its Flood Control Engineering Division and **Salt Lake City** – Microbial Source Tracking Sample Analysis Project.

Salt Lake City will contribute \$60,000 to Salt Lake County to be used for the Microbial Source Tracking Sample Analysis Project. Salt Lake County will administer and manage the project and will provide Salt Lake City with all data and reports.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By Linda Duffy
Deputy Clerk

gg

pc: Darrin Casper/Mayor's Office

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.

62.4

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 Action ¹	Approve Cooperative Agreement
Presenter(s)	Kade Moncur, director Flood control and Engineering Scott Baird, Director Public Works and Municipal Services
Time Needed ²	Five minutes
Time Sensitive ³	No
Specific Time(s) ⁴	No
Will You Be Providing a PowerPoint	☐ Yes ☒ No
Will You Be Providing Back-Up Documentation or Handouts? 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.	☐ Yes ☒ No see attached

Mayor or Designee approval:

Kim Fern

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

RESOLUTION NO. 5380 June 12, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF A COOPERATIVE AGREEMENT WITH SALT LAKE CITY
FOR THE MICROBIAL SOURCE TESTING SAMPLE ANALYSIS PROJECT.

WITNESSETH

WHEREAS, the Parties are local governmental units and "public agencies" that are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, *et seq.*, Utah Code Annotated (the "Interlocal Act"), to enter into agreements with each other for joint and cooperative action to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, the City desires to enter a Cooperative Agreement with the County under which the City will provide funds for the Microbial Source Tracking Sample Analysis Project (Project); and

WHEREAS, it has been determined that the Project is in the best interests of the County and the general public will be served by the execution of the attached Cooperation Agreement and by participating as required therein.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Cooperation Agreement is approved; and the Mayor is authorized to execute said agreement, a copy of which is attached as Exhibit 1 and by this reference made a part of this Resolution.

APPROVED and ADOPTED this 12 day of June, 2018.

SALT LAKE COUNTY COUNCIL:

By: Aimee Winder-Newton
Aimee Winder-Newton, Chair

Date: June 12, 2018

ATTEST:

Sherrie Swensen
Sherrie Swensen

Salt Lake County Clerk

APPROVED AS TO FORM:

Ryan Lambert

Digitally signed by Ryan Lambert
DN: dc=org, dc=slcounty, ou=Departments,
ou=District Attorney, ou=Users, ou=GC,
cn=Ryan Lambert, email=RLambert@slco.org
Date: 2018.05.21 12:13:12 -06'00'

Ryan W. Lambert
Deputy District Attorney

Date: May 21, 2018

Council Member Bradley voting	<u>"Aye"</u>
Council Member Bradshaw voting	<u>"Aye"</u>
Council Member Burdick voting	<u>"Aye"</u>
Council Member DeBry voting	<u>"Aye"</u>
Council Member Jensen voting	<u>"Aye"</u>
Council Member Newton voting	<u>"Aye"</u>
Council Member Snelgrove voting	<u>"Aye"</u>
Council Member Wilson voting	<u>"Aye"</u>
Council Member Granato voting	<u>"Aye"</u>

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:

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

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]

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.

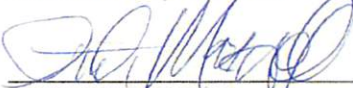
CITY:

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



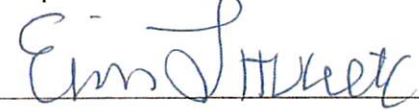
APPROVED AS TO FORM:
Salt Lake City Attorney's Office



Deputy City Attorney
Date 4/30/18

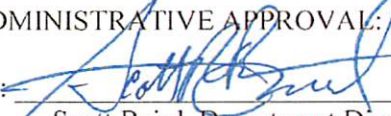
COUNTY:

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

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.