

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)	
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Date of Request	January 24, 2018
Requesting Staff Member	Rick Graham
Requested Council Date	January 30, 2018
Topic/Discussion Title	Amended Interlocal Agreement Between the Greater Salt Lake Municipal Services District and SL County for General Manager Services
Description	The County and the MSD has previously entered into an Interlocal Agreement for General Manager services AND both agencies now desire to amend the Agreement to include two (2) non-merit employees; the General Manager of the MSD (existing), and the Administrative Assistant to the General Manager (new position created and authorized by the MSD Board of Trustees.)
Requested Action¹	Consent
Presenter(s)	Bart Barker and Rick Graham
Time Needed²	<5
Time Sensitive³	Not urgent, BUT no later than the February 13 th COW.
Specific Time(s)⁴	No
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.	

Mayor or Designee approval: _____



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

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

SALT LAKE COUNTY, UTAH

RESOLUTION NO. _____, 2018

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE GREATER SALT LAKE
MUNICIPAL SERVICES DISTRICT AND SALT LAKE COUNTY FOR
GENERAL MANAGER SERVICES.**

RECITALS

Salt Lake County (the “County”) and the Greater Salt Lake Municipal Services District (the “District”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

A. The County and the District now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”) wherein the Parties enter into this Interlocal Agreement to provide for General Manager Services for the District and to delineate the scope of their mutual cooperation and commitment

B. The County Council believes that the arrangement under the Interlocal Agreement will contribute to the prosperity, welfare, peace and comfort of residents in the District service area within Salt Lake County.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and the Greater Salt Lake Municipal Services District is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor or his designee is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2018.

Aimee Winder-Newton, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley
Council Member Bradshaw
Council Member Burdick
Council Member DeBry
Council Member Granato
Council Member Jensen
Council Member Newton
Council Member Snelgrove
Council Member Wilson

APPROVED AS TO FORM:

/s/ Kelly W. Wright 1/24/2018
Deputy District Attorney

ATTACHMENT A

**Interlocal Cooperation Agreement between The Greater Salt Lake Municipal
Services District and Salt Lake County for General Manager Services.**

AMENDED INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
For
GENERAL MANAGER SERVICES

This Interlocal Cooperation Agreement is entered into between SALT LAKE COUNTY, a body corporate and politic of the state of Utah ("County") and the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the State of Utah (the "MSD"), to be effective when all of the conditions identified in paragraph 14 have been satisfied. The 'MSD and County may be referred to collectively as the "Parties," and each is a "Party."

RECITALS

A. The Parties are "public agencies," and are therefore authorized by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to -532, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage.

B. On May 4, 2017, The County and MSD entered into an Interlocal Agreement ("Agreement #CA0¹⁰364") for General Manager Services to the MSD. The MSD now desires to amend Agreement #CA0¹⁰364 to include two County non-merit employees to serve as (1) the General Manager of the MSD; and (2) the Administrative Assistant to the General Manager, respectively, hereafter "General Manager Services."

NOW, THEREFORE, in consideration of the promises, mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **TERM & EXTENSION.** County agrees to provide human resources administration and General Manager Services, including a General Manager and an Administrative Assistant to the General Manager, to the MSD for a period of approximately one (1) year commencing immediately and through December 31, 2018. This Agreement may be renewed annually upon the same terms and conditions by mutual agreement of the Parties, with the exception of fees which may be adjusted to enable the County to charge the MSD the full cost of the services.
2. **SERVICE AND REQUIREMENTS.** County shall allow the MSD to appoint a County non-merit employee to serve as the MSD General Manager and a County non-merit employee to serve as the Administrative

Assistant to the General Manager. The two County employees shall have the following status under County Human Resources Policy 2-100: "appointed - non-merit (status 95)."

3. FEES AND PAYMENT.

- A. The MSD shall pay the full FTE cost of the County employee who serves as the MSD General Manager and the full FTE cost of the County employee who serves as Administrative Assistant to the MSD General Manager, including, but not limited to, salaries, benefits, and required employee retirement contributions. The MSD shall pay the full allocable cost of other County employee(s) for their actual time spent serving as support staff for the MSD General Manager and Administrative Assistant. The County shall quarterly calculate the FTE costs of the MSD General Manager and Administrative Assistant and properly allocate support staff costs and invoice the amount to the MSD, provided, however, that there shall be no duplication of costs or expenses that are billed to the MSD by the County under any other contract between the County and the MSD.
- B. The MSD shall pay the full cost (fair market value) of any space leased from County that is not covered by another contract between the Parties. If the MSD desires to lease space from the County, the Parties may enter into a separate lease agreement.

4. APPOINTMENT, SUPERVISION AND REMOVAL OF THE MSD GENERAL MANAGER AND ADMINISTRATIVE ASSISTANT. Subject to the statutory policy making and advice and consent power and authority of the MSD Board of Trustees, the MSD Executive Officer shall appoint, supervise, and remove the MSD General Manager and Administrative Assistant.

5. SUPERVISION BY THE MSD GENERAL MANAGER AND ADMINISTRATIVE ASSISTANT OF SUPPORT STAFF. In furtherance of the provision of General Manager Services to the MSD, the MSD General Manager may supervise and direct the work of County employee support staff.

6. INSURANCE. County shall maintain a self-insurance program against claims for damage or injury to persons or property arising out of its responsibilities pursuant to this Contract up to the limitation of judgment amounts set forth in the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904, to the extent applicable.

7. FORCE MAJEURE. Any prevention, delay or stoppage of performance of County's obligations hereunder due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental controls, governmental regulations, enemy or hostile government action, civil commotion, fire or other casualty, or any other cause beyond the reasonable control of County, shall not be deemed to be a breach of this Agreement or a violation of or failure to perform any covenants hereof, and County shall immediately after cessation of any such cause render any performance that was delayed thereby.

8. **TERMINATION.** Either party may terminate this Agreement for convenience by providing thirty (30) days advance written notice of intent to terminate. If this Agreement is terminated, the MSD shall pay County for all services performed up to the date of termination.
9. **INDEMNIFICATION.** The MSD and the County are government entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (the "Act"). Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act, nor does either Party waive any limits of liability currently provided by the Act. The Parties agree to defend, indemnify and hold each other harmless from and against any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their respective officers, employees, or agents involved in any matter pertaining to this Agreement. The Parties further agree to notify each other of any claim or other action under which one Party may be required hereunder to indemnify the other Party within thirty (30) days of receiving such claim or action.
10. **INDEPENDENT CONTRACTOR.** County is not an employee of the MSD for any purpose whatsoever. County is and will be an independent contractor at all times during the performance of the services specified herein. The Parties are not entering into a joint venture and, except as otherwise expressly provided in this Agreement, neither Party shall have the power or authority to act as the agent of or to bind the other Party.
11. **NO INTERLOCAL ENTITY.** Pursuant to Utah Code Ann. § 11-13-206(b), the Parties agree that this Agreement does not create an interlocal entity.
12. **ADMINISTRATION.** Pursuant to Utah Code Ann. § 11-13-207(1), the cooperative undertaking of this Interlocal Agreement will be administered by the County Division of Human Resources, which will have all necessary powers to carry out the terms of this Agreement. Pursuant to Utah Code Ann. § 11-13-206(l)(g), although it is not anticipated that voting will be necessary, to the extent that voting is required, voting will be based upon one vote per party, and not weighted.
13. **PROPERTY/BUDGETING.** Pursuant to Utah Code Ann. § 11-13-207(2), no property will be acquired, held or disposed of in the cooperative undertaking of this Interlocal Agreement. Each Party will be responsible for its own annual Budget.
14. **EFFECTIVE DATE.** This Agreement will not take effect until: (a) it has been approved by both Parties, as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted to an attorney authorized to represent each Party for review as to proper form and compliance with law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah

Code Ann. § 11-13-209.

15. **ASSIGNMENT**. This Contract cannot be assigned by either Party without the prior written consent of the other Party.
16. **NO THIRD PARTY RIGHTS**. County's obligations are solely to the MSD and the MSD's obligations are solely to County. This Agreement shall confer no third party rights whatsoever.
17. **GOVERNING LAW**. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties do execute this Agreement on the _____ day of _____, 2018

SALT LAKE COUNTY

By _____
Mayor or Designee

APPROVED AS TO FORM.

/s Kelly W. Wright
Attorney for Salt Lake County
Date: 1/24/2018

GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT

By _____
Title: _____

APPROVED AS TO FORM.

Attorney for Greater Salt Lake Municipal
Services District
Date: _____