### 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	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 Action <sup>1</sup>	Consent
Presenter(s)	Bart Barker and Rick Graham
Time Needed <sup>2</sup>	<5
Time Sensitive <sup>3</sup>	Not urgent, BUT no later than the February 13 <sup>th</sup> COW.
Specific Time(s) <sup>4</sup>	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:

oval: Und epuhan

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

<sup>&</sup>lt;sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>&</sup>lt;sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>&</sup>lt;sup>4</sup> 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	n Salt Lake City, Salt Lake County, Utah, this
day of, 2018.	
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	Aimee Winder-Newton, Chairperson
ATTEST:	
Sherrie Swensen	
Salt Lake County Clerk	Votinge
	Voting:
x ·	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
AP	
APPROVED AS TO FORM:	
/s Kelly W. Wright 2/7/2018	
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 #CA0<sup>10</sup>364") for General Manager Services to the MSD. The MSD now desires to amend Agreement #CA0<sup>10</sup>364 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.
- 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 County employee serving as the MSD General Manager shall have the following status under County Human Resources Policy 2-100: "appointed - non-merit (status 95)." The County employee serving as the Administrative Assistant to the MSD General Manager shall have the following status under County Human Resources Policy 2-100 (II)(H): "Time Limited Appointment."

### 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 Patlies. 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. <u>SUPERVISION BY THE MSD GENERAL MANAGER AND ADMINISTRATIVE</u>

  <u>ASSISTANT OF SUPPORT STAFF</u>. 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. <u>INSURANCE</u>. 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. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>ADMINISTRATION</u>. 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(1)(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 Atm.§ 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. ASSIGNM ENT. 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.
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17. GOVERNING LAW. This Agreem Utah both as to interpretation and pe	nent shall be governed by the laws of the State of
IN WITNESS WHEREOF, the Parties of	lo execute this Agreement on the day of
	SALT LAKE COUNTY
	By Mayor or Designee
	Mayor or Designee
APPROVED AS TO FORM.	ğ.
/s Kelly W. Wright	
Attorney for Salt Lake County	
Date:2/7/2018	
	GREATER SALT LAKE MUNICIPAL
8	SERVICES DISTRICT
	By
	Title:
APPROVED AS TO FORM.	
Attorney for Greater Salt Lake Municipal	
Services District	

### SL COUNTY BUDGET REQUEST / ADJUSTMENT FORM

Executive Summary		
Reference No: 101500IA01	For Fiscal Yea	r: 2018
Requesting Organization: 10150000 COMMUNITY DE	VELOP Date of Reques	t: 7-Feb-18
Budget Adjust Type(s): New FTE	Ongoing (Y or N	l): Y
Revenue Adjustment	If Yes, next year's CF impac	<b>:t:</b> \$0
Technical	Net FTE Change	<b>e:</b> 2.00
Description and Justification:	_	

FTE's for the GM and AA of the GSLMSD: In the 2018 budget process the Board of the Greater Salt Lake Municipal Services District (GSLMSD) approved funding for an Administrative Assistant (AA) for the General

Manager(GM). Budget appropriations for the GM and AA positions were approved by the GSLMSD Board and are detailed in subsequent Interlocal Agreements in process to address the personnel, budgeting, and accounting costs required to accompdate this request. For purposes of coordination, the County Council, if agreeable to the concept, would need to approve 2 FTE's in 1015000000, 1 under Appointed non-Merit Status 95 for the GM and 1 under a Time Limited Appointment status for the AA. The Interlocal Agreement for the positions would then be executed to authorize the reimbursement for the positions through billings invoiced to the GSLMSD from organization 1015000000. Funding of the positions is direct from the GSLMSD budget in 1017000000 and would only flow through County budgets as reimbursement for the related salary, benefits and operational costs services of the GM and AA per the specific Interlocal Agreement and Master Interlocal Agreement.

### **Fund Impact**

SUMMARY OF FUND IMPACT BY FUND		
FUND:	735 PUBLIC WORKS AND OTHER SERVICES 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
1015000000 COMMUNITY DEV AND ENGMT SERVICES	235,710	235,710	0	0
TOTALS	235,710	235,710	0	0

Approvals				
Division Director:		Date:		
Dept. or Elected Fiscal Mgr:	fayor le	Date: 2 8 8		
Dept. Dir. or Elected Official	John Son	Date: 8 Feb 2018		
Facilities Division Director: (Capital Projects Only)		Date:		
Chief Financial Officer:	Approved For Distriction	Date: 2/8/18		
Mayor or Designee:	Eun Hrack	Date: 018/18		

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County budgets as reimbursement for the related salary, benefits and operational costs services of the GM and AA per the specific interlocal Agreement.

(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.

### **Position Management Information**

INSTRUCTIONS: Complete one section for each position. To facilitate efficient execution of HR actions, please complete ALL fields as requested. TO fields are required for all position actions while FROM fields only need to be entered for position transfers. Print pages for completed sections and attach to the budget adjustment form.

attach to the budget adjustment form.				
Position 1				
Position Number (For changes to existing positions)	GM for the GSLMSD			
Existing/Proposed Job Start Date	Already employed			
Existing/Proposed Job Code	General manager			
Existing/Proposed Job Title	General Manager			
Position Type: Full-Time (FT), Part-Time (PT)	FT			
Time Limited? Yes / No	No			
If Time Limited, expected expiration date				
Location Code (four digit number)	1215			
Fund	To: 1015000000 From:			
PS/BRASS Sub Department Id	To: From:			
Reports To Position Number	Mayor			
Reports To Job Title	Mayor			
FTE (Example: .50 / .75 / 1.0)	To: 1 From:			
Action Type: (New position (N), New TL (TL), Reclassification (R), Transfer (T), FTE Change/Re-Allocation (RA), Abolish (A), Other (O))	RA			
Position 2				
Position Number (For changes to existing positions)	Administrative Assistant to the GM			
Existing/Proposed Job Start Date	1-Jan-18			
Existing/Proposed Job Code	Administrative Assistant to the GM			
Existing/Proposed Job Title	Administrative Assistant to the GM			
Position Type: Full-Time (FT), Part-Time (PT)	FT			
Time Limited? Yes / No	Yes			
If Time Limited , expected expiration date	1215			
Location Code (four digit number)				
Fund	To: 1015000000 From:			
PS/BRASS Sub Department Id	To: From:			
Reports To Position Number	GM of the GSLMSD			
Reports To Job Title	GM of the GSLMSD			
FTE (Example: .50 / .75 / 1.0)	To: 1 From:			
Action Type: (New position (N), New TL (TL), Reclassification (R), Transfer (T), FTE Change/Re-Allocation (RA), Abolish (A), Other (O))	TL			
Position 3	71			
Position Number (For changes to existing positions)				
Existing/Proposed Job Start Date				
Existing/Proposed Job Code				
Existing/Proposed Job Title				
Position Type: Full-Time (FT), Part-Time (PT)				
Time Limited? Yes / No				
If Time Limited, expected expiration date				
Location Code (four digit number)				
Fund	To: From:			
PS/BRASS Sub Department Id	To: From:			
Reports To Position Number				
Reports To Job Title				
FTE (Example: .50 / .75 / 1.0)	To: From:			
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Total No. of New FTEs;	0			
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Total No. of Transferred FTEs:	0			
Total No. of Other Actions:	1			
(a) Totals will transfer to the "Adi Dequeet" table ETE coction				

(a) Totals will transfer to the "Adj Request" tab's FTE section.

Council Approval section below to be completed only by Council Staff and to be submitted to HR for final processing.					
Council Approved:	Yes:	No:	Date:	Signature:	

et Year:	2018		* Requesting De	epartment:	0170000 GSL MUNICIPAL SERVIC	ES DISTRICT
-	re-June Interim	* Req Item No:		* Adjustment Title:	: Request for clarification of fun	ding FTE's
tment Type(s):	New FTE	-1	New FTE	114	- New FTE	
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Fund Balance T	ranafara			No. of Other F	TEs: 0.00	(2)
From Fund	From Dept ID	To Fund	To Dept ID	Amount		
	1					

Description and justification: (Attach additional pages as needed.)\*

In the 2018 budget process the Board of the Greater Salt Lake Municipal Services District (GSLMSD) approved funding for an Administrative Assistant (AA) for the General Manager(GM). Budget appropriations for the GM and AA positions were approved by the GSLMSD Board and are detailed in subsequent Interlocal Agreements in process to address the personnel, budgeting, and accounting costs required to accompdate this request. For purposes of coordination, the County Council, if agreeable to the concept, would need to approve 2 FTE's in 1015000000, 1 under Appointed non-Merit Status 95 for the GM and 1 under a Time Limited Appointment status for the AA. The Interlocal Agreement for the positions would then be executed to authorize the reimbursement for the positions through billings invoiced to the GSLMSD from organization 1015000000. Funding of the positions is direct from the GSLMSD budget in 1017000000 and would only flow through County budgets as reimbursement for the related salary, benefits and operational costs services of the GM and AA per the specific Interlocal Agreement and Master Interlocal Agreement.

(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.

	jet Year:	2018		* Requesting Department: 10170		0000 GSL MUNICIPAL SERVICES DISTRICT	
Expense Budget String(s):    FUND   SUB-DEPTID   EXPENSE ACCOUNT   PROGRACT ID (OPT)   PROJECT ID (CAP)   AMOUNT	jet Period:	Pre-June interim	* Req Item No:	101700IA01	* Adjustment Title:	Request for clarification of fundi	ing FTE's
FUND   SUB-DEPT ID   EXPENSE ACCOUNT   PROGRACT ID (OPT)   PROJECT ID (CAP)   AMOUNT	stment Type(s	): New FTE	3	New FTE		New FTE	
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#### Description and justification: (Attach additional pages as needed.)\*

In the 2018 budget process the Board of the Greater Salt Lake Municipal Services District (GSLMSD) approved funding for an Administrative Assistant (AA) for the General Manager(GM). Budget appropriations for the GM and AA positions were approved by the GSLMSD Board and are detailed in subsequent Interlocal Agreements in process to address the personnel, budgeting, and accounting costs required to accommodate this request. For purposes of coordination, the County Council, if agreeable to the concept, would need to approve 2 FTE's in 1015000000, 1 under Appointed non-Merit Status 95 for the GM and 1 under a Time Limited Appointment status for the AA. The Interlocal Agreement for the positions would then be executed to authorize the reimbursement for the positions through billings invoiced to the GSLMSD from organization 1015000000. Funding of the positions is direct from the GSLMSD budget in 1017000000 and would only flow through County budgets as reimbursement for the related salary, benefits and operational costs services of the GM and AA per the specific Interlocal Agreement and Master Interlocal Agreement.

(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.