

Mayor's Office: Council Agenda Item Request Form

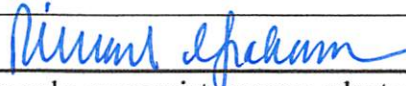
This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)	
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Date of Request	May 14, 2018
Requesting Staff Member	Alison Weyher
Requested Council Date	Next available
Topic/Discussion Title	Resolution approving execution of Interlocal Agreement with Jordan River Commission for donation of stream gauging equipment.
Description	<p>This Resolution authorizes an Interlocal Agreement with the Jordan River Commission wherein the Commission will donate approximately \$72,000 stream gauging equipment to Salt Lake County.</p> <p>In coordination with the Jordan River Commission, Salt Lake County Watershed will use the equipment to install three new stream gauges in the tributaries in the lower Jordan River system; specifically, one gauge will be installed on lower Emigration creek, one on lower Parley's Creek and one gauge on the Jordan River above the 2100 S diversion.</p> <p>A detailed list of the equipment to be donated is attached to the Interlocal Agreement.</p> <p>A budget adjustment, acknowledging the donation will be included in the June budget adjustment process.</p>
Requested Action¹	Approve Resolution authorizing an Interlocal agreement between the Jordan River Commission and Salt Lake County for the donation of \$72,000 of stream gauging equipment..
Presenter(s)	Robert Thompson, Watershed Section Manager Flood Control and Engineering
Time Needed²	Five minutes
Time Sensitive³	No
Specific Time(s)⁴	No
Will You Be Providing a PowerPoint	<input type="checkbox"/> Yes <input 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</small>	<input type="checkbox"/> Yes <input type="checkbox"/> No see attached

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.

RESOLUTION NO. _____, 2018

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
JORDAN RIVER COMMISSION FOR STREAM GAUGING EQUIPMENT.**

W I T N E S S E T H

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 County and the Jordan River Commission desire to cooperate in undertaking a riparian restoration project on the Jordan River, including revegetation and weed control in the riparian zone using streambank bioengineering techniques; and

WHEREAS, as part of this cooperative effort, the Jordan River Commission will provide County with certain equipment as set forth in the attached Interlocal Cooperation Agreement; and

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

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Council of Salt Lake County that the attached Interlocal 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 ____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL:

By: _____
Aimee Winder-Newton, Chair

Date: _____

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

Angela Lane

Angela Lane
Deputy District Attorney

Date: 4/6/18

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

EXHIBIT 1
INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

JORDAN RIVER COMMISSION

for

Donation of Stream Gauging Equipment

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made this ____ day of _____, 2017, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "County"); and the JORDAN RIVER COMMISSION, a body corporate and politic of the State of Utah (the "JRC"). The County and the JRC are sometimes referred to herein as the "Parties."

RECITALS:

WHEREAS, the Parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -314 (2012), to enter into agreements with each other which will enable them to make the most efficient use of their powers; and

WHEREAS, the County and the JRC desire to cooperate in undertaking a riparian restoration project on the Jordan River. Included in these activities is revegetation and weed control in the riparian zone using streambank bioengineering techniques (the "Project");

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
RESTORATION SCOPE OF WORK**

The County hereby agrees to accept stream gauging equipment donated by the JRC. See Exhibit A for detailed inventory of equipment to be donated. Total amount expended by the JRC under this agreement will be \$72,000.00 or less.

**ARTICLE 2
TERM**

This Agreement shall take effect upon execution and terminate on December 31, 2018.

**ARTICLE 3
GENERAL PROVISIONS**

The following provisions are also integral parts of this Agreement:

(a) The parties acknowledge that this Agreement is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage, and archive this Agreement in accordance with the provisions of that Act.

(b) This Agreement does not create a separate interlocal entity. No real property will be acquired, held, or disposed of in this cooperative undertaking.

(c) Both parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2012), 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 JRC shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the JRC 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.

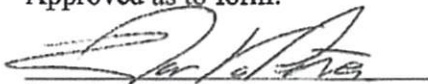
(d) This Agreement may be terminated by either party upon ten (10)-days written notice to the other.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this agreement to be duly executed as of the day and year first set forth above.

SALT LAKE COUNTY

Approved as to form:



Deputy District Attorney,
Salt Lake County

Date: 12/20/17

By _____
Mayor or Designee

JORDAN RIVER COMMISSION

Approved as to form:



Attorney for the JRC

Date: 3/12/2018

By  _____
Title Soren Simonsen, Executive Director

Equipment to Build Stream Gauges

Gauging Components	Cost Estimate (\$)	Quantity	Part #	Possible Vendor	Description of need/Units	ACCOUNT
weatherproof shelter 36"x24"x18"	\$1,000.00	3			houses and protects the sensor and transmitter	623005
Amazon Bubbler with 600 CF Descendant	\$4,800.00	3			continuously reads and computes river stage and communicates with transmitter	615035
High Sierra Transmitter	\$2,500.00	3	150-1-00-0.15	YSI	continuously reads and computes river stage and communicates with transmitter	615035
antenna cable, plugs	\$3.00	300	3316	High Sierra Electronic	sends signal from bubbler to homebase at Government Center	615035
lightning protectors	\$125.00	12			connects transmitter to antenna	615035
antenna	\$150.00	3			protects instrumentation if antenna is struck by lightning	615035
solar panel	\$400.00	3			sends transmission	615035
Stormlink IQ Field Decoder	\$1,165.67	3			charges marine cell battery	615035
IN-Situ Aqua Tred 600 WQ Sonde	\$5,000.00	4			troubleshooting alert/alert2 data signals at gauge sites; configuring transmitters	615035
voltage regulator	\$100.00	3		Frontier Precision Sh	regulates voltage from solar panel	615035
deep cycle marine cell battery	\$200.00	3			powers bubbler	615035
stiff gauge: Style C, Range 0-3.33'	\$35.00	3	113484	Ben Meadows	https://www.benmeadows.com/ben-meadows-staff-and-stream-gauges_318016388/7soart	615035
Rugged Laptop W/ docking station	\$3,500.00	1	Latitude Rugged 14 Extreme	Dell	http://www.dell.com/en-us/work/shop/cv/pdcl/psd/latitude-14-7414-laptop	615025
Waterproof Drill	\$385.00	1	PSV2-18V-3LI-5 2-1	Nemo Power Tools	https://nemopowertools.com/product/nemo-v2-pool-spa-sucker/	615035
Waterproof Impact Driver	\$790.00	1	ID-18V-3LI-50 2-1	Nemo Power Tools	https://nemopowertools.com/product/nemo-impact-driver-socket/	615035
Total Cost	\$70,330.01					