
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: April 14, 2006

SUBJECT: **Funding Fifth Year of Agreement with Forest Service
for Protection of Watershed**

AFFECTED COUNCIL DISTRICTS: Citywide

STAFF REPORT BY: Lehua Weaver

**ADMINISTRATIVE DEPT.
AND CONTACT PERSON:** Public Utilities
LeRoy Hooton

Each year, for the past several years, the Department of Public Utilities has contracted with the Forest Service for patrol of the backcountry in Big and Little Cottonwood Canyons. The Forest Service also provides watershed education and protection in the Silver Lake area. On June 4, 2002, the City signed a 5-year contract to continue this effort. The Forest Service requires a separate funding agreement each year to authorize the Forest Service to collect the City's payments. This is the final year of the original 5-year contract, although the City will likely pursue an extension.

KEY ELEMENTS:

The backcountry portion of the agreement provides for two rangers to patrol the City's watershed during the period May 28 through September 5 for a cost of \$15,000. The contracted services at Silver Lake are for an Interpretive Specialist at the Silver Lake Conservation Education Center in Big Cottonwood Canyon who will conduct classes and workshops for the general public and for scheduled groups from May 28, 2006 through September 5, 2006. Interpretive programs will contain watershed protection and conservation messages. The Specialist will also enforce watershed regulations in the Silver Lake area. The cost to the City for this portion of the agreement is \$7,300. A balance of \$627 from the 2004-05 season will also be used for operations at Silver Lake Information Center. These funds will be used to run the Center on weekends in September and to hold classes for school field trips during the weekdays.

The funding, in the amount of \$22,300, is appropriated within the Public Utilities Department. Funds come from water fees; not from the General Fund. The balance of \$627 is remaining in the account from previous seasons. The total funding the Forest Service will use during 2006 is \$22,927.

A Council resolution is required for this interlocal agreement because it meets one of the seven criteria (agreement with an out-of-state agency). Under amendments made by the 2003 Legislation to the Interlocal Cooperative Act, City Council action is not required except when the interlocal agreement includes any of the following:

- Acquires or transfers real property
- Construction of a facility or improvements to real property
- Bonding
- Sharing taxes or other revenue
- Agreements that includes an out-of-state public agency
- Agreements that require budget adjustments to the City's current or future budgets
- Creation of an interlocal agency

APR 11 2006

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS D. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL

TO: Rocky Fluhart, Chief Administrative Officer

March 15, 2006

RE: 2006 Financial Plan for the Collection Agreement between the USDA Forest Service, Wasatch-Cache National Forest and Salt Lake City Corporation

Recommendation: That the Council approve the attached financial plan and forward to the Mayor for execution in behalf of the City.

Availability of Funds: 2005/2006 Budget.

Discussion: On June 4, 2002, the City signed a 5-year Collection Agreement with the USDA Forest Service, Wasatch-Cache National Forest for the protection of City watersheds in the backcountry portion of National Forest Lands in Big and Little Cottonwood Canyons. The agreement requires approval of a yearly financial plan based on available budget. The City will contribute to the forest service \$22,300.00 for the year 2006. Fifteen thousand dollars will be used for the backcountry areas and \$7,300.00 for watershed education and protection in the Silver Lake area. In addition, \$627.00 balance from 2004/2005 season is to be for operations at Silver Lake Information Center.

Contact Person: Florence Reynolds at 801-483-6864.

Submitted By:


LEROY W. HOOTON, JR.
Director

lka

Attachments

cc: File

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS G. "ROCKY" ANDERSON
MAYOR

March 15, 2006

Mayor Ross C. Anderson
451 South State Street, Room 306
Salt Lake City, Utah 84111

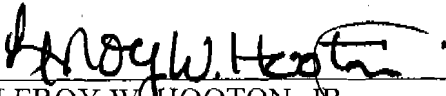
Dear Mayor Anderson:

Please find attached a 2006 Financial Plan for the Collection Agreement between the USDA Forest Service, Wasatch-Cache National Forest and Salt Lake City Corporation.

The City will contribute \$22,300 for watershed protection and education on National Forest lands within the City watershed during the 2006 summer season. It includes enforcement in backcountry areas and watershed education and protection in the Silver Lake area. In addition, \$627.00 balance from 2004/2005 season is to be used for operations at Silver Lake Information Center.

I recommend that the financial plan be approved and that all four (4) agreements be returned to this office for further processing.

Very truly yours,



LEROY W. HOOTON, JR.
Director

lka

Attachments

cc: File

RESOLUTION _____ OF 2006
AUTHORIZING THE APPROVAL OF THE
2006 FINANCIAL PLAN FOR THE COLLECTION AGREEMENT
BETWEEN SALT LAKE CITY CORPORATION
AND
THE USDA FOREST SERVICE, WASATCH-CACHE NATIONAL FOREST

WHEREAS, Title 11, Chapter 13, U.C.A., 1953, as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby approve the form and substance of the attached agreement as follows:

Protection of City watersheds in the backcountry portion of National Forest Lands in Big and Little Cottonwood Canyons, education and protection in the Silver Lake area and operations at Silver Lake Information Center.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to any any minor changes which do not materially affect the rights and obligations of the City thereunder.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2006.

SALT LAKE CITY COUNCIL

By _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

RLM:rc/lka

FS Agreement No. 02-CO-11041901-011
Cooperator Tax ID No. 876000279
Cooperator Agreement No.
Financial Plan Expiration Date: December 31, 2006

YEAR 2006 FINANCIAL PLAN Watershed Protection & Education

For Year 2006, Salt Lake City Corporation shall contribute to the Forest Service **\$22,300.00**. Of the total, \$15,000.00 will be used for City watershed protection in the backcountry areas and \$7,300.00 for watershed education and protection in the Silver Lake area during the summer, 2006 season. Exact operating season is dependent upon snow levels.

This Financial Plan funds 2 Backcountry Rangers and 1 Interpretive Specialist at Silver Lake. Grade level and financed days may vary slightly dependent upon who is hired for positions.

Item	Approximate Dates	Financed days	Salary total	Supplies & field per diem (overnight)	TOTAL
GS-5 Backcountry Ranger	May 28 – Sept 5	60	\$7,913	\$72	\$7,985
GS-4 Backcountry Ranger	May 28 – Sept 5	60	\$6,945	\$70	\$7,015
GS-4 Interpretive Specialist	May 28 – Sept 5	66	\$7,300	\$0	\$7,300
					\$22,300

In addition, this Agreement authorizes the expenditure **\$627.00** remaining in this account from the 2005 season to be used for operations at Silver Lake Information Center during September. These funds will be used to open the center to the public on weekends during September and to conduct watershed education classes for area schools on weekdays.

Item	Approximate Dates	Financed days	Salary total	Supplies & field per diem (overnight)	TOTAL
GS-4 Interp. Specialist	Sept 5 – Sept 30	5	\$627	\$0	\$627

ROSS C. ANDERSON
Mayor
Salt Lake City

Date

FAYE KRUEGER
Forest Supervisor
Wasatch-Cache National Forest

Date

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT
HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE
Marcia Braden 2/24/2006

AGREEMENTS COORDINATOR DATE

FS Agreement No.	02- -11041901-011
Cooperator tax ID No.	876000279
Cooperator Agreement No.	
Agreement Expiration Date	December 31, 2007

COLLECTION AGREEMENT
between
USDA FOREST SERVICE,
WASATCH-CACHE NATIONAL FOREST
and
SALT LAKE CITY CORPORATION

RECORDED
JUN 04 2002
CITY RECORDER

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Wasatch-Cache National Forest, hereinafter referred to as the Forest Service, and Salt Lake City Corporation, hereinafter referred to as the City, under the provisions of the Cooperative Funds Act of June 30, 1914 (16 USC 498).

A. PURPOSE:

The purpose of this agreement is to provide watershed protection on National Forest System lands within the designated City watershed. The agreement will fund Backcountry Rangers who will complete resource protection projects, educate visitors, and enforce City watershed regulations in Big and Little Cottonwood Canyons. The number of Backcountry Rangers will be shown on the annual Financial Plan.

The agreement will also fund an Interpretive Specialist at Silver Lake Conservation Education Center in Big Cottonwood Canyon who will conduct classes and workshops for the general public and for scheduled groups such as area schools. Interpretive programs will contain watershed protection and conservation messages. The Interpretive Specialist will also enforce watershed regulations in the Silver Lake area.

B. FOREST SERVICE SHALL:

1. Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs for the specific payment period. Overhead will not be assessed.

Billings shall be sent to:

Florence Reynolds, Water Quality Administrator
Salt Lake City Public Utilities
1530 South West Temple
Salt Lake City, UT 84115

2. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed.

FS Agreement No.	02 D-11041901-011
Cooperator tax ID No.	876000279
Cooperator Agreement No.	
Agreement Expiration Date	December 31, 2007

3. Hire, train, and supervise personnel. Provide transportation and equipment needed for water protection projects and visitor education.
4. Complete a final report of project accomplishments by the termination of this agreement.
5. Keep financial records to validate work performed and disposition of funds.

C. THE CITY SHALL:

1. Contribute to the Forest Service annually to assist the Forest Service in providing watershed protection on National Forest System lands within the designated City watershed. Amount will be identified in an annual Financial Plan.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
2. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

The Forest Service is not obligated to fund any changes not properly approved in advance.
4. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator and approved by the Forest Service.

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5. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

6. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.

8. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through December 31, 2007 at which time it will expire unless extended.

9. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

10. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact

Carol Majeske
Recreation Manager
USDA Forest Service
6944 South 3000 East
Salt Lake City, UT 84121
Phone: (801) 733-2662
FAX: (801) 733-2684
E-Mail: cmajeske@fs.fed.us

Cooperator Project Contact

Florence Reynolds
Water Quality Administrator
Salt Lake City Public Utilities
1530 South West Temple
Salt Lake City, UT 84115
Phone: (801) 483-6864
FAX: (801) 483-6818
E-Mail: florence.reynolds@ci.slcc.ut.us

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Forest Service Administrative Contact

Deanna Calvert
Accountant
Wasatch-Cache National Forest
8236 Federal Building
125 South State Street
Salt Lake City, UT 84138
Phone: (801) 524-3917
FAX: 524-3172
E-Mail: dcalvert@fs.fed.us

Cooperator Administrative Contact

Linda Allred
Construction Contracts Coordinator
Salt Lake City Public Utilities
1530 South West Temple
Salt Lake City UT 84115
Phone: (801) 483-6763
FAX: (801) 483-6847
E-Mail: linda.allred@ci.sl.c.ut.us

11. **ENDORSEMENT.** Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.



RECORDED

JUN 04 2002

Rocky Anderson
ROCKY ANDERSON *Flu har* ATTEST
Acting Mayor

6/14/02
Date CITY REC(

Christina Neeker
DEPUTY CITY RECORDER

Loren M. Kroenke
LOREN KROENKE
District Ranger, Salt Lake Ranger District

6/14/02
Date

Forest Service Use

Job Code: _____

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE	
<u>Walter Smith</u>	<u>3/31/2002</u>
AGREEMENTS COORDINATOR	DATE

FS Agreement No.	J2 7-11041901-011
Cooperator tax ID No.	876000279
Cooperator Agreement No.	
Agreement Expiration Date	December 31, 2007

Salt Lake City Agreement Supplement

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

The Forest Service represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that they will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.