
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: May 6, 2008
SUBJECT: **Funding of Agreement with Forest Service for Protection of Watershed**
STAFF REPORT BY: Lehua Weaver
ADMINISTRATIVE DEPT. Public Utilities
AND CONTACT PERSON: Florence Reynolds

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, including a front-country patrol.

The contracts with the Forest Service are five-year terms, but the Forest Service requires a separate funding agreement each year to authorize the Forest Service to collect the City's payments. This is a continuation of the previous years' agreements, and is structured identically.

KEY ELEMENTS:

The total amount of the agreement is \$35,427, which is appropriated within the Public Utilities Department. Funds come from water fees; not from the General Fund.

\$27,229 of the contact amount pays for three rangers to patrol the City's watershed for an estimated 75 days between May and September. (Specific dates depend on the weather conditions at the beginning and end of the season.) \$1,144 pays for vehicle costs for the ranger use.

The agreement also provides for contracted services at Silver Lake, in the amount of \$7,054. This is 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. Interpretive programs will contain watershed protection and conservation messages. The Specialist will also enforce watershed regulations in the Silver Lake area. These funds will be used to run the Center on weekends in September and to hold classes for school field trips during the weekdays.

Last year's agreement cost \$35,168. The \$259 increase is due to salary adjustments for the rangers as well as some additional fuel costs.

A Council resolution is required for this interlocal agreement because it meets one of the seven criteria (agreement with an out-of-state agency).

BACKGROUND:

Year	Amount	Notes
2008 (current)	\$35,427	Continuation of existing services / Renewal of Contract with 5-year term.
2007	\$35,168	Addition of a ranger for Front-Country patrol. Last of the 5-year contract; will seek extension.
2006	\$22,300	Also used \$627 carryover from 2005.
2005	\$22,300	Also used \$2,700 carryover from 2004.
Prior Years	\$22,800	

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

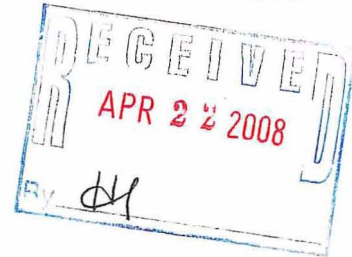
CC: David Everitt, Esther Hunter, Jeff Niermeyer, Florence Reynolds, Linda Allred

JEFFRY T. NIERMEYER
DIRECTOR

SALT LAKE CITY CORPORATION

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

RALPH BECKER
MAYOR



COUNCIL TRANSMITTAL

To: David Everitt, Chief of Staff

A handwritten signature in blue ink, appearing to be "DE", written over the name David Everitt.

April 14, 2008

RE: Collection Agreement between USDA Forest Service, Uinta-Wasatch-Cache National Forest, Salt Lake Ranger District, and Salt Lake City Corporation.

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

Availability of Funds: 2007/2008 Budget.

Discussion: The purpose of this agreement is to provide watershed protection on National Forest System lands within the Salt Lake City culinary watershed boundaries and educational programs for a 5-year period. The Agreement requires approval of an Annual Financial Plan which provides funding for four (4) watershed rangers who will educate visitors, patrol and enforce watershed regulations, and complete resource protection projects in the front and backcountry areas of Big and Little Cottonwood Canyons. Salt Lake City Corporation will contribute \$35,427.00 for the year 2008.

Contact Person: Florence Reynolds at 483-6864.

Submitted By:

A handwritten signature in blue ink, appearing to be "J. Niermeyer", written over the name Jeffrey T. Niermeyer.

Jeffrey T. Niermeyer
Director

lka

Attachments

cc: File

JEFFRY T. NIERMEYER
DIRECTOR

SALT LAKE CITY CORPORATION

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

RALPH BECKER
MAYOR

April 14, 2008

Mayor Ralph Becker
451 South State, Room 306
Salt Lake City, Utah 84111


Dear Mayor Becker:

Please find attached a Collection Agreement between the USDA Forest Service, Uinta-Wasatch-Cache National Forest, Salt Lake Ranger District, and Salt Lake City Corporation.

The City will contribute \$35,427.00 for watershed protection on National Forest System lands within the City watershed and education during the 2008 summer season. It includes enforcement in the front and backcountry areas of Big and Little Cottonwood Canyons and educational programs at Silver Lake Conservation Education Center.

I recommend the agreement be approved by you and the City Recorder in behalf of Salt Lake City Corporation and that all three (3) copies of the agreement be returned to this office for further processing.

Very truly yours,



Jeffrey T. Niermeyer
Director

lka

Attachments

cc: File

RESOLUTION _____ OF 2008
AUTHORIZING THE APPROVAL OF THE
COLLECTION AGREEMENT
BETWEEN USDA FOREST SERVICE,
UINTA-WASATCH-CACHE NATIONAL FOREST,
SALT LAKE RANGER DISTRICT
AND
SALT LAKE CITY CORPORATION

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 front and backcountry portion of National Forest System lands in Big and Little Cottonwood Canyons and educational programs at Silver Lake Conservation Education Center.

2. Ralph Becker, 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 _____, 2008.

SALT LAKE CITY COUNCIL

By _____
CHAIRPERSON

ATTEST:

ACTING CITY RECORDER

FS Agreement No.	08-CO-11041901-021
City Tax ID No.	876000279
City Agreement No.	
Agreement Expiration Date	September 30, 2012

COLLECTION AGREEMENT

between

**USDA FOREST SERVICE
UINTA-WASATCH-CACHE NATIONAL FOREST
SALT LAKE RANGER DISTRICT**

and

**SALT LAKE CITY CORPORATION
DEPARTMENT OF PUBLIC UTILITIES
(Watershed Protection and Education)**

This COLLECTION AGREEMENT is hereby entered into by and between the **USDA Forest Service, Uinta-Wasatch-Cache National Forest, Salt Lake Ranger District**, hereinafter referred to as the **Forest Service**, and **Salt Lake City Corporation, Department of Public Utilities**, hereinafter referred to as the **City**, under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498, as amended by Pub. L. 104-127). (The Uinta and Wasatch-Cache National Forests officially became one National Forest, called the Uinta-Wasatch-Cache, on March 14, 2008.)

A. PURPOSE:

The purpose of this Agreement is to provide watershed protection on National Forest System (NFS) lands within the designated City watershed. The Agreement will fund Watershed Rangers and Interpretive Specialists who will educate visitors, patrol and enforce watershed regulations, and complete resource protection projects in the front and backcountry areas of Big and Little Cottonwood Canyons and other City protected watershed areas on NFS lands.

The Agreement also includes interpretation and educational programs and watershed regulation enforcement at Silver Lake Conservation Education Center in Big Cottonwood Canyon. Interpretive programs will contain watershed protection and conservation messages. The number of Watershed Rangers and Interpretive Specialists will be shown in the Annual Financial Plan.

It is the intent and agreement of the parties that this Collection Agreement shall, upon signing and execution, replace and supersede the prior Collection Agreement, #02-CO-11041901-011, between the parties. Any remaining funds previously collected under Collection Agreement, #02-CO-11041901-011 may be move to this Agreement.

FS Agreement No.	08-CO-11041901-021
City Tax ID No.	876000279
City Agreement No.	
Agreement Expiration Date	September 30, 2012

B. STATEMENT OF MUTUAL INTEREST AND BENEFITS:

The 2003 Revised Wasatch-Cache National Forest, Forest Plan identifies the value of the City watershed and the challenges of managing the area to provide for a balanced diversity of recreational opportunities that are designed to serve a large and growing urban population while maintaining stable watersheds, water quality, and the ecological integrity of the land. Watershed maintenance, protection, and enhancement will be a primary consideration in all management decisions. The Wasatch-Cache National Forest also entered into a Memorandum of Understanding (MOU) with the City in 1981 that recognized the City's extraterritorial jurisdiction in the watershed and the need to protect the water supplies in the City's municipal watersheds. Based on the MOU and the Forest Plan direction, it is the Forest Service's responsibility to hire and provide the necessary training to funded positions to be able to successfully educate the public about watershed issues, to ensure regulation compliance, and to protect and improve the quality of NFS lands.

The City has congressionally mandated extraterritorial jurisdiction of the watersheds and has implemented state statutory ordinances to provide for the protection of Salt Lake City's municipal water supply. The City's 1999 Watershed Management Plan established the desired future condition to maintain excellent water quality and prioritizes water quality first and multiple use of the watershed second. Based on this authority and direction, the City has chosen to provide the funding for Watershed Rangers and Interpretive Specialists for Big and Little Cottonwood Canyons to help meet those ends.

Protected watershed areas on NFS lands and within Designated Wilderness Areas (Lone Peak, Twin Peaks, and Mount Olympus) in Salt Lake County, including Big and Little Cottonwood Canyons, are vital resources to the Salt Lake valley, not only as watershed but also as recreation areas for the valley's rapidly expanding urban population. Due to the ease of access into the canyons from Salt Lake City, pressure from public recreational use will continue to increase. Maintenance of the quality of the Salt Lake City watershed and preservation of the Designated Wilderness Areas are dependent upon the continued coordination of planning and activities between Salt Lake Public Utilities and the Uinta-Wasatch-Cache National Forest.

In consideration of the above premises, the parties agree as follows:

C. THE FOREST SERVICE SHALL:

1. **REIMBURSABLE BILLING.** Bill the City, lump sum, for funds sufficient to cover the costs for the specific payment period. **All reimbursement billing shall be completed within the same fiscal year as Forest Service expenditures.**

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Overhead will not be assessed on either Salt Lake City Corporation or Forest Service funds as there is mutual benefit between the parties and purposes are consistent with agency mission and annual appropriations. (Reference: Forest Service Handbook FSH 1909.13, Chapter 40.)

Billings shall be sent to:

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

If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

2. Deposit all cash funds received under the terms of this Agreement to a Forest Service reimbursable account to be used for the purpose for which contributed, excluding overhead expenses.
3. Prepare an annual program of work that includes goals, objectives, staffing needs, and season of work. Allow the City to review and authorize the annual program of work.
4. Hire, train, and supervise personnel.
5. Provide transportation and equipment needed for water protection projects and visitor education.
6. Prepare an annual Watershed Ranger Report that documents the accomplishments for each field season by the end of each calendar year. Send a copy to the City.
7. Keep financial records to validate work performed and disposition of funds.

D. THE CITY SHALL:

1. Based on the Annual Financial Plan, contribute funding to the Forest Service to assist the Forest Service in providing watershed protection on National Forest System lands within the designated City watershed.
2. Review and authorize annual program of work.

FS Agreement No.	08-CO-11041901-021
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Agreement Expiration Date	September 30, 2012

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

1. TAXPAYER IDENTIFICATION NUMBER. The City 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 City or authorized for use for new projects by the City and approved by the Forest Service.

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 City 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 City 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 **September 30, 2012** at which time it will expire unless extended.

FS Agreement No.	08-CO-11041901-021
City Tax ID No.	876000279
City Agreement No.	
Agreement Expiration Date	September 30, 2012

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 CONTACTS.** The principal contacts for this instrument are:

Forest Service Project Contact	City Project Contact
Steve Scheid	Florence Reynolds
Environmental Coordinator	Water Quality Administrator
Uinta Wasatch-Cache National Forest Salt Lake Ranger District	Salt Lake City Corporation Department of Public Utilities
6944 South 3000 East	1530 South West Temple
Salt Lake City, Utah 84121	Salt Lake City, Utah 84115
Phone: (801) 733-2689	Phone: (801) 483-6864
FAX: (801) 733-2684	FAX: (801) 483-6818
E-Mail: sscheid@fs.fed.us	E-Mail: florence.reynolds@slcgov.com

Forest Service Administrative Contact	City Administrative Contact
Marci Bodell	Linda Allred
Grants and Agreements Specialist	Construction Contracts Coordinator
Uinta-Wasatch-Cache National Forest	Salt Lake City Corporation Department of Public Utilities
8236 Federal Building 125 South State Street	1530 South West Temple
Salt Lake City, Utah 84138	Salt Lake City, Utah 84115
Phone: (801) 236-3416	Phone: (801) 483-6763
FAX: (801) 524-3172	FAX: (801) 483-6894
E-Mail: mbodell@fs.fed.us	E-Mail: linda.allred@slcgov.com

Forest Service Financial Contact	City Financial Contact
Tammy Petersen	Jim Lewis
Budget Officer	Finance Administrator
Uinta-Wasatch-Cache National Forest	Salt Lake City Corporation Department of Public Utilities
8236 Federal Building 125 South State Street	1530 South West Temple
Salt Lake City, Utah 84138	Salt Lake City, Utah 84115
Phone: (801) 236-3418	Phone: (801) 483-6773
FAX: (801) 524-3172	FAX: (801) 483-6818
E-Mail: tpetersen@fs.fed.us	E-Mail: jim.lewis@slcgov.com

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

12. AUTHORIZED REPRESENTATIVES. By signature below, the City certifies that the individuals listed in this document as representatives of the City are authorized to act in their respective areas for matters related to this Agreement.

13. BUDGET AUTHORITY APPROVAL. The Forest Service's performance under this instrument is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of the instrument may commence. Budget Authority is limited to the Fiscal Year (October 1 through September 30). Amounts authorized but not obligated or expended will expire on September 30 of the Fiscal Year in which the Budget Authority was obtained. No further obligations or charges may occur under the instrument until the Forest Service obtains Budget Authority Approval for subsequent Fiscal Years.

14. 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, or 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.

 RALPH BECKER
 Mayor
 Salt Lake City

 BRIAN FEREBEE
 Acting Forest Supervisor
 Uinta-Wasatch-Cache National Forest

Date: _____

Date: _____

Forest Service Use

Job Code: _____

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT
 HAVE BEEN REVIEWED AND APPROVED FOR SIGNATURE
 _____ 4/8/2008
 AGREEMENTS COORDINATOR DATE

FS Agreement No. 08-CO-11041901-021
 City Tax ID No. 876000279
 City Agreement No.

**YEAR 2008 FINANCIAL PLAN
 (Watershed Protection & Education)**

For Year 2008, Salt Lake City Corporation shall contribute to the Forest Service \$35,427 for watershed protection and education on National Forest System lands within the Salt Lake City culinary watershed boundary. The Forest Service has a new 5-year Collection Agreement, #08-CO-11041901-021, with Salt Lake City for this program. The Agreement requires approval of an Annual Financial Plan. This season's Annual Financial Plan provides funding for 4 Watershed Rangers who will patrol the backcountry, frontcountry, and provide watershed interpretive and educational program management at the Silver Lake Information Center. Starting and ending dates are dependent upon snow and weather conditions at the beginning and end of the season.

WATERSHED RANGER PROGRAM 2008		SALT LAKE CITY	
Item	Approximate Dates	Financed Days	Cost
GS-4 Interpretive Specialist (Silver Lake)	May – September 30	65	\$7,054
GS-5 Watershed Ranger	May – Sept. 30	75	\$9,407
GS-5 Watershed Ranger	May – Sept. 30	75	\$9,408
GS-4 Watershed Ranger	May – Sept. 30	75	\$8,414
Subtotal, Salaries			\$34,283
Vehicle for Watershed Ranger			\$1,144
TOTAL			\$35,427

Overhead will not be assessed on either Salt Lake City Corporation or Forest Service funds per direction in Forest Service Handbook 1909.13, Chapter 40. The Forest Service receives funds from Salt Lake City Corporation for purposes consistent with agency mission and annual appropriations. There is mutual benefit between the parties.

This Financial Plan and the personnel costs shown are estimates based on the best information available at this time. Actual staffing decisions will be made when the Wasatch-Cache National Forest's fiscal year 2008 budget is finalized. The Forest Service is committed to performing the identified work within the budget shown in this Annual Financial Plan, regardless of the individuals ultimately serving in these positions or their pay level.

 RALPH BECKER
 Mayor
 Salt Lake City

 BRIAN FEREBEE
 Acting Forest Supervisor
 Uinta-Wasatch-Cache National Forest

Date: _____

Date: _____

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT
 HAVE BEEN REVIEWED AND APPROVED FOR SIGNATURE
 _____ 4/8/2008
 AGREEMENTS COORDINATOR DATE