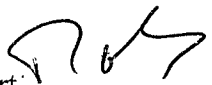


COUNCIL TRANSMITTAL

TO: Rocky Fluhart  **DATE:** August 18, 2006

FROM: Christopher E. Bramhall
Senior City Attorney

SUBJECT: Interlocal Cooperation Agreements between Salt Lake City and various other cities

ATTACHMENTS: (i) Interlocal Agreement (Water Use Efficiency Study) between Salt Lake City and Eugene Water and Electric Board

(ii) Approving Resolution

DISCUSSION: Salt Lake City has applied for and received a federal grant to conduct a project to compile empirical data on the water use patterns of residential households served by large water utilities, and to evaluate the effects of advanced technologies on water use patterns. Eight other public agencies, plus Salt Lake City, are participating in the project. Salt Lake City is the administrator of the project. Salt Lake will hire the private contractor for the project, collect matching funds from each of the participants, and expend the grant proceeds and matching funds for the project.

It is necessary to enter into interlocal agreements with each of the participants to document the responsibilities of the parties relating to the project and the collection and expenditure of funds. Council approval for these interlocals is required because the participating public agencies are all located outside of Utah. The attached form approving Resolution approves the interlocal agreement with Eugene Water and Electric Board, and authorizes substantially identical interlocal agreements with each of the following additional potential participants; provided that one of the listed participants will be excluded, as there is room in the program for only nine participants:

City of Roseville
Southern Nevada Water Authority
Tampa Bay Water
City of Phoenix
City of Aurora
Water Authority of Volusia
City and County of Denver
St. Johns River Water Management District

**CONTACT
PERSON:**

Stephanie Duer	483-6860
Chris Bramhall	535-7683

RESOLUTION NO. _____ OF 2006
AUTHORIZING THE APPROVAL OF
INTERLOCAL COOPERATION AGREEMENTS
BETWEEN SALT LAKE CITY CORPORATION AND
UP TO EIGHT ADDITIONAL PUBLIC ENTITIES

* * *

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement between Salt Lake City Corporation and the Eugene Water and Electric Board has been prepared to accomplish said purposes; and

WHEREAS, the City Council desires to approve the execution of substantially identical interlocal agreements with up to seven (7) additional public entities;

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

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE CITY CORPORATION AND EUGENE WATER AND ELECTRIC BOARD, RELATING TO A FEDERAL GRANT PROJECT TO COLLECT EMPIRICAL DATA ON THE WATER USE PATTERNS OF RESIDENTIAL HOUSEHOLDS, AND TO EVALUATE THE EFFECTS OF ADVANCED TECHNOLOGIES ON WATER USE PATTERNS; AND RELATED MATTERS.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve and execute said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

3. Ross C. Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve and execute substantially similar interlocal agreements with any seven (7) of the following public entities, as determined by the Mayor:

City of Roseville, California
Southern Nevada Water Authority
Tampa Bay Water
City of Phoenix, Arizona
City of Aurora, Colorado
Water Authority of Volusia

City and County of Denver
St. Johns River Water Management District

4. The effective date of each agreement shall be the date it is signed by all parties to the agreement.

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

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR SALT LAKE CITY ATTORNEY

RESOLUTION Interlocal Water Benchmarking Project

INTERLOCAL COOPERATION AGREEMENT
(WATER USE EFFICIENCY STUDY)

* * *

THIS INTERLOCAL COOPERATION AGREEMENT (WATER USE EFFICIENCY STUDY), dated as of _____, 2006 (this "Agreement"), by and between SALT LAKE CITY, UTAH ("Salt Lake City"), and EUGENE WATER & ELECTRIC BOARD (sometimes referred to herein as the "Participant"),

WITNESSETH:

WHEREAS, Salt Lake City, Utah ("Salt Lake City") has applied for and secured from the Office of Wastewater Management, U. S. Environmental Protection Agency (the "Grant Agency"), a federal grant entitled "Water Efficiency Benchmarking for New Single Family Homes" (the "Grant"); and

WHEREAS, the purpose of the Grant is to assist in the funding of a project (the "Project") to collect empirical data on the water use patterns of residential households served by large water utilities, and to evaluate the effects of advanced technologies on water use patterns, all as more particularly described in the application for the Grant submitted by Salt Lake City (the "Grant Application"); and

WHEREAS, in addition to the Grant funds, the Participant has agreed to contribute \$20,000 toward the cost of the Project; and

WHEREAS, Salt Lake City has agreed to administer the Project, and to engage the services of a private contractor to conduct the Project; and

WHEREAS, the City and the Participant desires to document their mutual understanding in connection with the Project, and the funding and administration thereof; and

WHEREAS, Salt Lake City is authorized to enter into this Agreement pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 23, Utah Code Annotated (the "Act"), and the Participant has the requisite authority pursuant to the laws of Oregon to enter into this Agreement,

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

Section 1. Description and Scope of Project. The nature and scope of the Project are set forth in detail in the Grant Application, a copy of which is attached hereto as Exhibit A. Each party agrees to perform its duties and obligations in connection with the Project as outlined in the Grant Application, except as may otherwise be provided herein.

Section 2. Grant Application; Termination. Salt Lake City has submitted the Grant Application to the Grant Agency. As of the dated date of this Agreement, the Grant Agency has not awarded or funded the Grant. This Agreement is entered into in anticipation of both the awarding and funding of the Grant. The parties acknowledge that their mutual contributions toward the Project, as provided herein, are contingent upon the receipt of Grant Funds from the Grant Agency. In the event the Grant is either not awarded, or not funded in full, this Agreement, and all rights and duties of the parties hereto, shall be subject to termination by written notice of either party to the other, and upon such termination the rights, duties and obligations of each party hereunder shall be null and void; provided, however, that prior to such termination, the parties shall in good faith consider mutually acceptable modifications to the Project.

Section 3. Administration of Project. Salt Lake City, acting by and through the Director of the Salt Lake City Department of Public Utilities, shall be solely responsible for administering the Project. Salt Lake City shall (i) engage the services of Aquacraft, Inc. (the "Contractor") to perform all services related to the Project, (ii) receive and account for all Grant funds and contributions by participating agencies, (iii) pay all costs and expenses of the Project, from the Project budget, and (iv) make all administrative decisions necessary in connection with the reasonable and proper administration of the Project. In connection with the foregoing, Salt Lake City shall comply with all terms and conditions of the Grant and any accompanying documentation. Salt Lake City shall also comply with all standard Salt Lake City procurement rules and procedures (including insurance requirements); provided, however, that the contract with the Contractor shall not be competitively bid, but shall be awarded on a sole source basis.

Section 4. Project Sites. The Grant Application anticipates a maximum of nine (9) public water agencies being included in the Project. A list of potential participants, including Salt Lake City, the Participant, and eight other public agencies proposing to participate in the Project, is attached hereto as Exhibit B. Only nine (9) of the ten (10) listed entities shall participate in the Project, and Salt Lake City reserves the right to substitute any of the proposed public agencies with replacement participants in the event one or more of the proposed public agencies withdraws or is removed from the Project. The Participant agrees to cooperate with the City and the Contractor in making available such sites, customer information and water use data as shall be necessary to conduct the Project, all in accordance with the Grant Application. Inasmuch as the Project will be conducted in part with federal Grant funds, the Participant agrees to comply, as appropriate, with the provisions of all applicable rules and regulations, circulars, guidelines, directives and other requirements of the departments and offices of the federal government that pertain to the conduct of EPA projects and activities.

Section 5. Project Budget. (a) The total estimated cost of the Project is \$530,000. It is anticipated that Grant funds shall be available in the amount of \$350,000. The remaining \$180,000 shall be funded by the participating agencies, through contributions in the amount of \$20,000 each. The Participant shall fund its contribution as provided on Exhibit C attached hereto.

(b) The Participant agrees to pay to Salt Lake City its pro-rata share of any Project cost overruns. In the event total Project costs are less than the estimated budget of \$530,000, Salt Lake City shall refund to the Participant its pro-rata share of any savings.

Section 6. Project Results. Salt Lake City shall deliver to the Participant a copy of the final Project report prepared by the Contractor.

Section 7. Prior Appropriation. It is not the intention of Salt Lake City to create a "debt" within the meaning of Article XIV of the Utah Constitution, or of the Participant to create a debt within the meaning of any statutory or constitutional provision to which the Participant is subject. Accordingly, any obligations of Salt Lake City or the Participant provided for herein which require the expenditure of funds beyond the current fiscal year of such parties shall be subject to annual appropriation.

Section 9. Governmental Immunity. Each party hereto is a governmental entity, and is entitled to certain levels of governmental immunity under that laws to which they are subject. The parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials or employees; provided, however, that neither party waives any defenses or limits of liability otherwise available under the any applicable governmental immunity laws, and both parties maintain all privileges, immunities and other rights granted by such laws.

Section 10. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Utah Interlocal Cooperation Act., Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act") and in connection with this Agreement, the parties agree as follows:

- (a) This Agreement shall be authorized by resolution or ordinance of the legislative body of each party, pursuant to Section 11-13-202.5(1)(b) of the Act.
- (b) The resolution or ordinance of a party's legislative body approving this Agreement shall specify the effective date of this Agreement, pursuant to Section 11-13-202.5(2) of the Act.
- (c) In satisfaction of Section 11-13-206(1)(a) of the Act, the parties agree that this Agreement shall be in effect for a period of six (6)

years from its effective date, unless earlier terminated in accordance with Section 2 hereof.

- (d) In satisfaction of Section 11-13-206(1)(e) of the Act, the permissible method or methods of accomplishing the partial or complete termination of this Agreement are set forth in Section 2 hereof. The disposition of real or personal property upon such partial or complete termination shall be governed by provisions of applicable law.
- (e) In satisfaction of Section 11-13-207(1), the joint undertaking provided contemplated by this Agreement shall be administered by the Salt Lake City, as provided in Section 3 hereof.
- (f) In satisfaction of Section 11-13-207(2), the acquisition, holding, and disposition of real and personal property used in the joint undertaking shall be governed by the provisions of applicable law.
- (g) This Agreement shall be submitted to the attorney authorized to represent the party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5(3) of the Act.
- (h) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to Section 11-13-209 of the Act.

Section 9. Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees. The Participant represents that it has not (1) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake 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 Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

Section 11. Assignment. This Agreement may not be assigned by either party without the written consent of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers, effective as of the date first above written.

SALT LAKE CITY CORPORATION

By: _____
ROSS C. ANDERSON, MAYOR

Attest and Countersign:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 8/18/06
By [Signature]

EUGENE WATER & ELECTRIC BOARD

By: _____
STEPHEN WEST
Water Management Service
Superintendent

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the _____ day of _____, 2006, personally appeared before me ROSS C. ANDERSON, who, being by me duly sworn, did say that he is the Mayor of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

STATE OF Oregon)

: ss.

County of _____)

On the _____ day of _____, 2006, personally appeared before me STEPHEN WEST who, being by me duly sworn, did say that he is the Water Management Service Superintendent of EUGENE WATER & ELECTRIC BOARD, and said person acknowledged to me that said agency executed the same.

NOTARY PUBLIC, residing in

My Commission Expires:

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EXHIBIT A

EXHIBIT B

Salt Lake City Corporation
Eugene Water and Electric Board
City of Roseville, California
Southern Nevada Water Authority
Tampa Bay Water
City of Phoenix, Arizona
City of Aurora, Colorado
Water Authority of Volusia
City and County of Denver
St. Johns River Water Management District

EXHIBIT C

[Each Participant shall fund its \$20,000 contribution over a two year period as agreed between the Participant and Salt Lake City.]