
APPENDIX B

SLCo INTERLOCAL AGREEMENT

CITY OF HOLLADAY

RESOLUTION No. 2018-13

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF HOLLADAY AND SALT LAKE COUNTY FOR COST SHARING 2017-2022 UPDES MEDIA CAMPAIGN.

WHEREAS, Salt Lake County ("County") and the City of Holladay ("City") are public agencies and therefore authorized by the Utah Interlocal Cooperation Acts, U.C.A. §11-13-101, et seq. to make and enter into agreements to best utilize their resources; and

HEREAS, County and City wish to enter an Agreement for the division of costs related to the 2017-2022 Utah Pollutant Discharge Elimination System ("UPDES") Media Campaign for purposes of educating and increasing the awareness of the public; and

HEREAS, each party has reviewed the Agreement attached hereto as Exhibit "A" and are desirous to enter into said Agreement.

Now, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay that it approves the Interlocal Cooperation Agreement between the City of Holladay and Salt Lake County for Cost Sharing 2017-2022 UPDES Media Campaign.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute said Agreement attached hereto as Exhibit "A".

PASSED AND APPROVED this 17th day of May, 2018.

HOLLADAY CITY COUNCIL

By: [Signature]
Robert Dahle, Mayor



VOTING:

LynnH. Pace Yea X Nay MarkH. Stewart Yea X Nay Sabrina R. Petersen Yea X Nay StevenH. Gunn Yea X Nay Paul Fotheringham Yea X Nay RobertDahle Yea X Nay ___

ATTEST:

[Signature] N. Son MMC
City Recorder

DEPOSITED in the office of the City Recorder this 17th day of May, 2018.

RECORDED this 17th day of May, 2018.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
HOLLADAY CITY AND SALT LAKE COUNTY
FOR
COST SHARING
2017 -2022 UPDES MEDIA CAMPAIGN

THIS AGREEMENT is made this _____ day of June, 2017, by and between HOLLADAY CITY, a municipal corporation of the State of Utah, hereinafter "City," and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter "County." City and County may be referred to jointly as the "parties."

WITNESSETH:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, section 11-13-101, et seq., U.C.A., to enter into agreements with each other which will enable them to make the most efficient use of their powers; and,

WHEREAS, in connection with the Utah Pollutant Discharge Elimination System, hereinafter "UPDES", permitting process, the parties desire to cooperate with each other in funding a 2017 through 2022 multi-media public information and education campaign (hereinafter "Campaign") for the purpose of increasing public awareness about storm water pollution and educating the public about the prevention of storm water pollution in the City and the County; and,

WHEREAS, the parties desire to enter into an agreement whereby their respective responsibilities concerning the campaign are specifically set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. *Media Campaign Services.* The County will continue to retain the services of a consultant and has developed a plan for the public education and awareness campaign, which will consist of many phases of development for the benefit of all coalition participants.

2. *Budget.* The proposed budget for the campaign is One Hundred Ninety-Three Thousand Dollars (\$193,000.00) per year, and includes the components and funding shown on *Appendix A* which is incorporated as part of this agreement.

3. *County Responsibilities.* The County shall be responsible for all matters pertaining to administering the campaign and the consultant's contract.

4. *City Responsibilities.* The City shall pay to the County the sum of Five Thousand Dollars (\$5,000.00) per year as the City's share of the costs of finding of the Campaign. This amount may be increased by County each year by the lesser of three percent or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers. The first payment shall be made within thirty(30) days after execution of this agreement by the parties. For subsequent annual payments, the County shall submit to City an invoice with the total cost of such services no later than August 15 of each year, which invoice the City shall pay within thirty days.

5. *Interlocal Cooperation Act.* In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202,5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to

Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

b. Termination. Pursuant to Utah Code Ann. 11-13-206(a), the parties agree that this agreement may be terminated (with or without cause) by either party upon at least thirty (30) days prior written notice to the other party, in which event an accounting shall be made of all funds not spent or encumbered as of the date of termination.

7. *Term.* This agreement shall be effective on the date hereof and unless terminated as provided herein shall terminate 5 years from the date of execution.

8. *ARP!•Cable Law.* The provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. *integration.* This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

10. *Amendment* The parties may amend this agreement by a writing signed by the parties. The amendment shall not be effective if it is not in writing or if it is not signed by all the

11. *No Agency.* Agents, employees or representatives of each party shall not be deemed to be agents, employees or representatives of the other.

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JN WITNESS WHEREOF, the parties execute this agreement on the day and year first set forth above.

SALT LAKE COUNTY

By Kimberly Barnes
Mayor or Designee

Recommended for Approval:

Kade Moncur Digitally signed by Kade Moncur
Date: 2018.06.12 J2:46:04 -06'00'

Kade Moncur
Director

Date: 6/12/2018

Approved as to form and legality:

Angela Lane
Angela Lane
Deputy District Attorney

Date: 8/28/17

HOLLADAY CITY

By Bob Hall, Mayor
Mayor or Designee

ATTEST:

Stephanie A. Carlson
City Recorder

Approved as to form and legality

[Signature]
City Attorney

Date: July 17, 2018



IN WITNESS WHEREOF, the parties execute this agreement on the day and year first set forth above.

SALT LAKE COUNTY

By _____
Mayor or Designee

Recommended for Approval:

Kade MonGllr
Division Director

Date: _____

Approved as to form and legality:

Angela Lane
Angela Lane
Deputy District Attorney

Date: 8/28/17

HOLLADAY CITY

By [Signature]
Mayor or Designee

ATTEST:

[Signature]
City Recorder

Approved as to form and legality

[Signature]
City Attorney

Date: May 17, 2018





APPENDIX A

Salt Lake County Stormwater Coalition Budget

Appendix A

Salt Lake County Stormwater Coalition Budget 2018

TV Media Partnership

Movie Theatre Advertising

Stormwater Quality Fair

Public Opinion Poll

Design/Print Education Material

Concept to Production of Leave Behinds

Website Hosting and Maintenance

Social Media Management

Public Relations Consultant

Total: \$193,000.00

Note: Some of the budget items may vary from year to year depending on permit cycle requirements. For example, this year we are conducting a public opinion poll (required once per permit cycle) as part of the public involvement control measure. In other years, we may produce a new commercial and/or a social media outreach approach to public education.