

RESOLUTION NO. 12-37

A RESOLUTION APPROVING THE ADOPTION OF INTERLOCAL AGREEMENT BETWEEN DRAPER CITY AND SALT LAKE COUNTY FOR COST SHARING 2011-2016 UPDES MEDIA CAMPAIGN

WHEREAS, Draper City and Salt Lake County are local governmental units under the laws of the State of Utah; and

WHEREAS, they are authorized, by the Utah Interlocal Cooperation Act, Sections 11-13-101, et seq., U.C.A., 1953 as amended, to enter into agreement with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources;

WHEREAS, such an agreement has been prepared which pertains to the sharing of costs of the 2011 through 2016 UPDES media campaign; and

WHEREAS, said agreement will benefit the citizens of Draper City and allow Draper City to make a more efficient use of its resources;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Interlocal Cooperation Agreement Approved. The Draper City Council hereby approves that certain Interlocal Cooperation Agreement for cost sharing between Draper City and Salt Lake County, which Agreement is attached hereto as Exhibit "A" and incorporated herein by reference. The Mayor of Draper City is hereby authorized to sign the agreement on behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of the Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

County Contract No. _____
District Attorney No. _____
Draper City Resolution No. 12 - 37

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS 4th DAY OF Sept, 2012.

ATTEST:



Tracy Brown
CITY RECORDER

DRAPER CITY

Darrell Smith
DARRELL SMITH, MAYOR

County Contract No. _____

D.A. No. _____

Draper No: 12-101

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
DRAPER CITY AND SALT LAKE COUNTY
FOR
COST SHARING
2011 -2016 UPDES MEDIA CAMPAIGN**

THIS AGREEMENT is made this 4th day of September, 2012, by and between DRAPER 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."

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 2011 through 2016 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;

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

1. **Media Campaign Services.** The County has obtained 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 \$178,000 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, and shall further be responsible for providing all funds necessary to complete the campaign over and above the sum to be provided by the City as set forth in paragraph 5 below.

4. **City Responsibilities.** The City shall pay to the County the sum of \$5000 per year as the City's share of the costs of funding the initial phase of the campaign. Such payment shall be made within thirty (30) days after execution of this agreement by the parties.

5. **No Interlocal Entity.** Pursuant to Utah Code Annotated 11-13-206(b), the parties agree that they do not by this agreement create an interlocal entity.

6. **Joint Board.** Pursuant to Utah Code Ann. 11-13-207, the parties agree that the cooperative undertakings under this agreement shall be administered by a joint board, the "Board" consisting of the City's mayor (or designee) and the County's Public Works Director (or designee). No real or personal property shall be acquired, held and disposed of by this agreement.

7. **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.

8. **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, renewable yearly, provided funding and budgets allow.

9. **Applicable Law.** The provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Utah.

10. **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.

11. **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 parties.

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

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

SALT LAKE COUNTY

By _____
Peter Corroon Mayor or Designee

Approved as to form and legality

Deputy District Attorney

Date: _____

STATE OF UTAH)

: ss.

County of Salt Lake)

On this _____ day of _____, 2011, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County, Utah



DRAPER CITY

By *Russell Smith* Mayor

ATTEST:

Tracy Brown
City Recorder

Approved as to form and legality

Wanda J. Altstetter
City Attorney

Date: 8/16/2012

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**SALT LAKE COUNTY COUNCIL
RESOLUTION**

RESOLUTION NO. _____

DATE _____

**INTERLOCAL AGREEMENT
DRAPER CITY
(2011 UPDES MEDIA CAMPAIGN)**

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Salt Lake County and Draper City are local governmental units under the laws of the State of Utah; and

WHEREAS, they are authorized, by the Utah Interlocal Cooperation Act, Sections 11-13-101, et seq., U.C.A., 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, such an agreement has been prepared which pertains to the sharing of costs of the 2011 through 2016 UPDES media campaign; and

WHEREAS, said agreement will benefit the citizens of Salt Lake County and allow Salt Lake County to make a more efficient use of its resources;

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that the aforementioned agreement be approved and the Mayor is hereby authorized to execute the same.

APPROVED and ADOPTED this _____ day of _____, 2011.

SALT LAKE COUNTY COUNCIL

ATTEST:

By _____
Max Burdick Chairman

Salt Lake County Clerk
Approved as to form and legality

Deputy District Attorney

Date: _____

Voting:

Council Member Bradley

Council Member Bradshaw

Council Member Burdick

Council Member DeBry

Council Member Horiuchi

Council Member Iwamoto

Council Member Jensen

Council Member Snelgrove

Council Member Wilde

Appendix A

Salt Lake County Stormwater Coalition Budget 2011

TV Media Partnership

Movie Theatre Advertising

Stormwater Quality Fair

TV Commercial – Concept to Finished Spot

Design/Print of Education Material

Concept to Production of Leave Behinds

Website Design, Hosting and Maintenance

Social Media Management

TOTAL: \$178,000



SALT LAKE COUNTY STORMWATER COALITON

The Salt Lake County Stormwater Coalition was created 17 years ago as a partnership between Salt Lake County and the Cities within the County to join forces in educating Salt Lake County residents about keeping stormwater clean. Public education is an important element of the County and City UPDES Phase Two permits. The objective is to take the less expensive and more effective approach of keeping stormwater clean rather than spend an exorbitant amount that would be necessary to treat stormwater to maintain the quality required by the EPA.

The collaborative effort of the contributing Stormwater Coalition Members during the past ten years has been very successful in creating a brand, an identity and slogan that residents County-wide recognize as relating to clean stormwater. In 2000 the stormwater program had virtually non-existent name recognition with Salt Lake County residents. By 2010, when the Coalition commissioned a Dan Jones poll to assess the effectiveness of their joint branding identity of the "*spokes character – Droplet*" – and the slogan "*We All Live Downstream.*" The results showed that 77% of Salt Lake County residents knew and recognized these key elements of the Coalition campaign. 84% remembered seeing our television ads – which speaks to the quality of the ads and their strategic positioning as opposed to the relatively small quantity we were able to afford. Given the changing demographics of the County, the limited but targeted advertising and promotional budget, these results achieved in the last decade are remarkable – and would not have been achievable without the Coalition members banding together to make it happen.

By joining together, the Coalition successfully negotiated media partnerships with KSL, KUTV and KSTU the top rated TV stations serving the County market. All of our media partners have consistently matched at least dollar-for-dollar our media budget and worked with us to place bonus airtime spots. This media-partnership has enabled us to realize an advertising presence equal to more than double our investment of \$850,000. In addition the Coalition has been featured on local TV programs, news stories and individual station sponsored events.

The Coalition has also created an annual two-day, County-wide, free of charge Water Quality Fair at Utah's Hogle Zoo for county 4th Graders. In the six years this yearly event has been sponsored, staffed and managed by Coalition members, almost 2,000 Salt Lake County fourth graders have attended an exciting, educational and fun day at the zoo – EACH YEAR!

The joint website managed by the Coalition has provided County residents one easy place to go to for more detailed information and education about stormwater, as well as an easy way to contact their individual City through the links page. The Coalition pays to host and maintain the site.

In 2010 the Coalition had a budget of \$200,000 for public education. That's an expenditure of less than nineteen cents per citizen per year. For the past 10 years Salt Lake County has been the heaviest contributor to the Coalition budget providing 65% of the current budget or twelve cents per resident. The remaining 35% of the budget is split between the cities that contribute financially.

What does it mean to those Cities that become a financially contributing member of the Salt Lake County Stormwater Coalition?

1. The Coalition has a proven track record of success over the past ten years
2. The City will reach and educate its constituents for as little as seven cents per resident.
3. As a team the Coalition is stronger and more effective in reaching Salt Lake County residents through TV advertising, media coverage, their website, social media, The Water Quality Fair and public events.

(over)

4. **The Coalition manages and maintains the fastest growing avenue of information gathering - social media sites, including our own interactive Facebook page, a Twitter handle and a YouTube channel. All of these communication elements work in unison with our website to help each City reach their residents and teach them about the value to us all of clean stormwater. In addition each City can provide specifics about their own events to the Coalition staff and we will do the rest to publicize them!**
5. **The Coalition maintains and keeps current our website, a new version of which is set to go online in mid-June. This site will be complete with activities throughout the County, contain effectively produced important tips for interested residents and will be a great way for the Coalition to drive traffic to each City with information about the appropriate City contact and links back to City websites.**

The Stormwater Coalition public education program is the ONLY way for each Salt Lake County City to go – a proven track record for a minimal financial annual investment. The EPA required educational program is a condition of UPDES Permits and the Coalition provides an inexpensive, effectively managed Public Information Campaign that reaches your residents more often and will make a difference in your City's Stormwater quality protection.