

County Contract No. _____
D.A. No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT AND SALT LAKE COUNTY
FOR
COST SHARING
2024-2028 UPDES MEDIA CAMPAIGN

THIS AGREEMENT is made this _____ day _____ of 2024, by and between GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a political subdivision of the State of Utah, hereinafter "District," and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter "County." District 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 11-13-10 I, 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 2024 through 2028 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 District 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 \$194,194.93 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. *District Responsibilities.* The District shall pay to the County the sum of \$13,029.27 per year as the District's share of the costs of funding 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 District an invoice with the total cost of such services no later than August 15 of each year, which invoice the District 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 District 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.

6. *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 four (4) years from the date of execution.

8. *Applicable 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 parties.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this agreement to be duly executed as of the day and year first set forth above.

SALT LAKE COUNTY

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT**

By: _____
Mayor or Designee

By: _____

Print: _____

Title: _____

Recommended for Approval:

Approval as to Form:

By: _____
Scott Baird,
Department Director

By: _____

Print: _____

Date: _____

Date: _____

By: _____
Kade Moncur,
Division Director

Date: _____

Approval as to Form:

By: _____
Ryan W. Lambert,
Deputy District Attorney

Proposed 2024-2025 Salt Lake County Stormwater Coalition Funding

City	¹Population	weighted factor	Population Cost	Defecit	²\$5000 offset cost
Cottonwood Heights	33,617.00	2.83	\$5,112.48		\$5,112.48
Draper City	51,017.00	4.29	\$7,758.67		\$7,758.67
Holladay City	31,965.00	2.69	\$4,861.24	\$138.76	\$5,000.00
Murray City	50,637.00	4.26	\$7,700.88		\$7,700.88
Riverton City	45,285.00	3.81	\$6,886.95		\$6,886.95
Sandy City	96,904.00	8.15	\$14,737.17		\$14,737.17
West Jordan	116,961.00	9.84	\$17,787.44		\$17,787.44
West Valley	140,230.00	11.80	\$21,326.20		\$21,326.20
South Jordan	77,487.00	6.52	\$11,784.23		\$11,784.23
SLCPU	199,723.00	16.81	\$30,373.90		\$30,373.90
Bluffdale City	17,014.00	1.43	\$2,587.49	\$2,412.51	\$5,000.00
Herriman City	55,144.00	4.64	\$8,386.31		\$8,386.31
Midvale City	36,028.00	3.03	\$5,479.14		\$5,479.14
South Salt Lake	26,777.00	2.25	\$4,072.25	\$927.75	\$5,000.00
Taylorsville City	60,448.00	5.09	\$9,192.94		\$9,192.94
MSD	85,677.00	7.21	\$13,029.77		\$13,029.77
Millcreek	63,380.00	5.33	\$9,638.84		\$9,638.84
Totals	1,188,294.00	100	\$ 180,715.91	\$ 3,479.02	\$184,194.93

1) Per 2020 population and housing unit estimates by the United States Census Bureau

2) Divided equally among 11 entities

\$3,479.02/14 Cities over \$5k is \$ 248.50

Other sources of funding include the UDOT, and Salt Lake County Health Department \$ 10,000.00

Total Coalition Budget \$ 194,194.93