



September 19, 2018

Bart Barker  
MSD General Manager

**Ben McAdams**  
Mayor

**Rick Graham**  
Deputy Mayor of Operations

**Scott R. Baird, P.E.**  
Director, Public Works  
and Municipal Services

**Kade D. Moncur, P.E., CFM**  
Director, Public  
Works Engineering

**PUBLIC WORKS  
ENGINEERING DIVISION**

Government Center  
2001 South State Street  
Suite N3-600  
Salt Lake City, Utah 84190  
T 385-468-6600  
F 385-468-6603

**RE: Salt Lake County Stormwater Coalition Funding**

Dear Bart,

Since 1994, the Salt Lake County Stormwater Coalition has worked together to successfully implement a public education and outreach program for increasing the public's awareness and knowledge of the importance of keeping stormwater clean before entering our creeks and lakes. Public Opinion polls conducted in 2010 showed that 77% knew and recognized this campaign compared to virtually no recognition in 2000. In doing so, the Greater Salt Lake Municipal Services District has also met the requirements of its UPDES Stormwater permit.

For the past year, you have contracted with the County to participate in the Salt Lake County Stormwater Coalition. Although previous payments to the Stormwater Coalition have been deposited through JV's, the structure must be changed to represent the current configuration of the MSD and County relationship. Thus the County is proposing a new contract with the MSD to account for these jurisdictional changes in the County and to get all the Coalition Cities on the same contract cycle. Attached you will find this new contract for participation in the Coalition from 2018 through 2022.

The formula to calculate MSD participation in the Stormwater Coalition mirrors the formula used to calculate participation from all municipalities in the Coalition at approximately \$0.15 per resident per year. This includes offsetting a fair portion (based upon population) of the total cost of the Public Relations (PR) Consultant (a total cost of \$45,000 per year). The County will continue to administer this contract and program on behalf of the Coalition.

Based on the latest 2016 population and housing unit estimates by the United States Census Bureau, the MSD has a population of 79,463 people. With a 2018 proposed budget of \$193,000, this amounts to the City's cost share of **\$11,438.26** including paying for a portion of the PR Consultant's contract. This amount was calculated based on a weighted average. A minimum contribution is set at \$5,000 for Cities with smaller populations.

Attached is the proposed agreement that includes the invoice for the 2017/2018 UPDES media campaign. **For this year, there will be no change in your contribution amount.** A funding increase will go in to effect in the 2018/2019 fiscal year with a cost of inflation factored in annually for the remaining years of

the five year contract. This will allow the Coalition to continue to operate at the same level in compliance with its UPDES Stormwater Permit. We look forward to continuing this program by working together and combining resources to successfully implement the program.

Why continue the PR consultant contract?

- Provides expertise in public outreach and education to optimize effectiveness and reach of message.
- Acts as a liaison between TV networks, movie theatre and Coalition.
- Coordinates and organizes the annual water fair.
- Manages the Coalition website and other social media outlets.
- Provide public education outreach updates at meetings.
- Obtains quotes and bids for promotional items.
- Prepares RFPs for and develops new commercial productions.
- Gives presentations to stakeholder groups and interviews to Media.
- Represents the Coalition at other public outreach events.

Moving forward, it is in the best interest of the Coalition to continue to market the “We All Live Downstream” slogan and Droplet branding to increase the public’s knowledge of stormwater pollution and to change behaviors toward activities that keep stormwater clean. In addition, having a unified message and working together is significantly less expensive than each City having their own public outreach program specifically as it relates to reaching a wider and more diverse audience.

The County looks forward to coordinating and supporting the public outreach and education efforts in the Coalition in this new capacity. Please sign and return the attached agreement to my attention and contact me at 385-468-6642 with any questions.

Respectfully,

*Robert B. Thompson*

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Robert B. Thompson, PG  
Stormwater Program Manager

Attachment: MSD Interlocal AATF



County Contract No. \_\_\_\_\_  
D.A. No. \_\_\_\_\_

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT AND SALT LAKE COUNTY  
FOR  
COST SHARING  
2018-2023 UPDES MEDIA CAMPAIGN

THIS AGREEMENT is made this \_\_\_\_\_ day \_\_\_\_\_ of 2018, by and between 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 2018 through 2023 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 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. *District Responsibilities.* The District shall pay to the County the sum of Eleven Thousand Four Hundred Thirty Eight Dollars and Twenty-Six Cents (\$11,438.26) 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 11-1.3-209 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 five (5) 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 Ben McAdams or Designee

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_



Recommended for Approval:

Approval as to Form:

By: \_\_\_\_\_  
Scott Baird,  
Division Director

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approval as to Form:

By: **Ryan Lambert**  
Ryan W. Lambert,  
Deputy District Attorney

Digitally signed by Ryan Lambert  
DN: dc=org, dc=saltlakecounty, ou=Departments,  
ou=District Attorney, ou=Users, ou=GC,  
cn=Ryan Lambert, email=RLambert@slco.org  
Date: 2018.08.01 11:11:05 -06'00'

Date: August 1, 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.