
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: September 1, 2006

SUBJECT: **Interlocal Agreement for Joint Funding of
Stormwater Education Media Campaign**

AFFECTED COUNCIL DISTRICTS: Citywide

STAFF REPORT BY: Gary Mumford

**ADMINISTRATIVE DEPT.
AND CONTACT PERSON:** Department of Public Services
Florence Reynolds

KEY ELEMENTS:

Salt Lake City has contributed \$13,000 during each of the past several years toward a joint stormwater pollution awareness campaign. Beside Salt Lake City, participants in this year's campaign are Salt Lake County, West Valley City, Sandy City, Murray City, Salt Lake Valley Health Department, Davis County, Weber County, and the Utah Department of Transportation.

MATTERS AT ISSUE:

Education of the public regarding the prevention of pollution in the stormwater system may help reduce the impacts of runoff on streams and on the Jordan River. Residents may unknowingly contribute to stormwater pollution. For example, a resident may use excessive amounts of fertilizer or weed spray, or may spread used oil along a fence line or bury oil not realizing that some of these pollutants may eventually make it into the stormwater system.

The County will be responsible for administering the \$120,000 education campaign. Contributions are proposed to be used this year as follows:

- \$97,500 television advertising
- \$ 5,000 movie theater advertising
- \$ 4,000 bilingual tabloid/activity book
- \$ 4,000 stormwater quality fair (including \$1,500 of first-year startup costs)
- \$ 1,500 leave behinds (handouts/flyers)
- \$ 500 direct mail advertising
- \$ 7,500 graphic artist

Participation by Salt Lake City in the County's media campaign will also help the City maintain a permit for discharging stormwater. Part of the permit process is to indicate steps that the City has taken to minimize water pollution. A budget for Salt Lake City's portion of the campaign is included in appropriations within the City's Stormwater enterprise fund.

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS C. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL

To: Rocky Fluhart, Chief Administrative Officer

Rocky

August 7, 2006

RE: Interlocal Cooperation Agreement between Salt Lake City Corporation and Salt Lake County for Cost Sharing on the 2006 UPDES Media Campaign

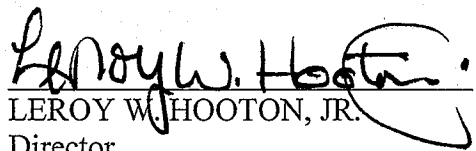
Recommendation: That the Council approve the attached agreement and forward to the Mayor for execution in behalf of the City.

Availability of Funds: 2006/2007 Budget.

Discussion: This agreement is for joint funding of the County's 2006 storm water education media campaign. The purpose of the campaign is to educate the public and increase their awareness about storm water pollution and prevention. The City will pay \$13,000 for their share of the campaign. This agreement will remain in force for one year from the date of execution.

Contact Person: Florence Reynolds at 483-6864.

Submitted By:


LEROY W. HOOTON, JR.
Director

lka

Attachments

cc: File

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS C. "ROCKY" ANDERSON
MAYOR

August 7, 2006

Mayor Ross C. Anderson
451 South State Street, Room 306
Salt Lake City, Utah 84111

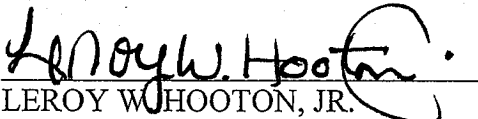
Dear Mayor Anderson:

Please find attached an interlocal cooperation agreement between the City and Salt Lake County.

The purpose of this agreement is for cost sharing in the 2006 UPDES media campaign for the purpose of increasing public awareness about storm water pollution and prevention. The City's share of the campaign will be \$13,000.00.

I recommend that this agreement be approved by you and the City Recorder in behalf of Salt Lake City Corporation and that all three (3) agreements be returned to this office for further processing.

Very truly yours,


LEROY W. HOOTON, JR.
Director

lka

Attachments

cc: File

RESOLUTION _____ OF 2006
AUTHORIZING THE APPROVAL OF THE
INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE CITY CORPORATION
AND
SALT LAKE COUNTY

WHEREAS, Title 11, Chapter 13, U.C.A., 1953, as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

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

1. It does hereby approve the form and substance of the attached agreement as follows:

Cost sharing in the 2006 UPDES media campaign for the purpose of increasing awareness about storm water pollution and prevention.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to any minor changes which do not materially affect the rights and obligations of the City thereunder.

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

SALT LAKE CITY COUNCIL

By _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

RLM:rc/lka

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 8/17/06
By Chris B. [Signature]

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE CITY AND SALT LAKE COUNTY
FOR
COST SHARING
2006 UPDES MEDIA CAMPAIGN**

THIS AGREEMENT is made this _____ day of _____, 2006, by and between SALT LAKE CITY CORPORATION, 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 UPDES permitting process, the parties desire to cooperate with each other in funding a 2006 multi-media 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 campaign, which will consist of an initial phase and possibly a later phase.

2. **Budget.** The proposed budget for the campaign is \$120,000.00, 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 \$13,000.00 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). Any real or personal property used in the parties' cooperative undertaking hereunder shall be acquired, held and disposed of as unanimously determined by the Board.

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 one year from the date of execution.

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.

13. ***Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees.*** The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former 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 the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly

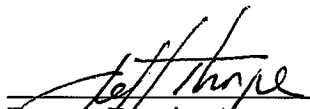
influenced, and hereby promises that it will not knowingly influence, a City officer or employee
~~or former City officer or employee to breach any of the ethical standards set forth in the City's~~
conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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

SALT LAKE COUNTY

By _____
Mayor or Designee

Approved as to form and legality



Deputy District Attorney
Date: 26 July 2006

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

On this _____ day of _____, 2006, 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

SALT LAKE CITY CORPORATION

ATTEST:

By _____
Mayor

City Recorder

Approved as to form and legality



City Attorney

Date: 8/17/06

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SALT LAKE COUNTY STORMWATER COALITION
2006 PROPOSED BUDGET

Television Advertising		\$97,500
Media Flight Schedule (Spring/Fall)	\$92,500	
Telemundo	\$5,000	
Movie Theatre Advertising (Spring/Summer)		\$5,000
Stormwater Quality Fair		\$1,500
Startup costs 1 st year		
Direct Mail Advertising-Postage		\$500
(Schools/Churches – Car Washes)		
Other		
Artist Contract		\$7,500
Design materials for Water Fair		
New activity book		
Design of leave behinds		
Printing of bilingual tabloid/activity book		\$4,000
Printing and/or Production		
of stormwater Quality Fair Materials		\$2,500
Leave Behinds		\$1,500
	TOTAL:	\$120,000