

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2023-01

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR THE 2022-2028 UPDES PUBLIC AWARENESS AND EDUCATION MEDIA CAMPAIGN

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, in connection with the Utah Pollutant Discharge Elimination System (“*UPDES*”), the County has proposed for the parties to cooperate with each other in funding a 2022-2028 multi-media public information and education campaign (the “*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 City desires to increase such public awareness; and

**WHEREAS**, the City and the County jointly desire to enter into an interlocal agreement (the “*Agreement*”) whereunder they each will contribute funding to the Campaign on the terms and conditions specified in the Agreement; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 3 January 2023 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement with the County be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City;

This Resolution, assigned no. 2023-01, shall take effect immediately upon passage.


PASSED AND APPROVED this 3<sup>rd</sup> day of January 2023.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By:   
Paula Melgar, Recorder



By:   
J. Scott Bracken, Mayor Pro Tempore

VOTING:

|                     |  |
|---------------------|--|
| Michael T. Weichers | Yea <u>absent</u> Nay <u>absent</u>                                  |
| Douglas Petersen    | Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> |
| J. Scott Bracken    | Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> |
| Shawn E. Newell     | Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> |
| Ellen Birrell       | Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> |

DEPOSITED in the office of the City Recorder this 3<sup>rd</sup> day of January 2023.

RECORDED this 4 day of January 2023.

County Contract No. \_\_\_\_\_

County Contract No. \_\_\_\_\_

D.A. No. \_\_\_\_\_

INTERLOCAL COOPERATION AGREEMENT BETWEEN  
COTTONWOOD HEIGHTS AND SALT LAKE COUNTY FOR  
2022-2028 UPDES MEDIA CAMPAIGN COST SHARING

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between COTTONWOOD HEIGHTS, 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 referenced 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 2022 through 2028 multimedia 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. Term. This Agreement shall be in effect from July 1, 2022 through June 30, 2028. The Parties shall meet and confer as needed during the term of this Agreement if the scope of work, budget, payment schedule, or other matters require modification.

3. Budget. The proposed budget for the campaign is 193,000.00 per year, and includes the components and funding shown on Appendix A which is incorporated as part of this agreement.

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

5. City Responsibilities. The City shall pay to the County the sum of \$5,112.48 per year for years 2022-2028. The first payment shall be made within thirty (30) days after receipt of an invoice. The first invoice will be sent by June 30, 2023. Thereafter, payments shall be made no later than September 15 for each year the Agreement remains in effect. 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." 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.

6. 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 11-13-2025

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.

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

8. 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.

9. 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.

10. 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 have subscribed their names hereon and caused this agreement to be duly executed on the date and year specified above.

[Signature Page to Follow]

2022-2028 UPDES MEDIA CAMPAIGN COST SHARING INTERLOCAL AGREEMENT  
SIGNATURE PAGE FOR THE COUNTY

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

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

Administrative Approval:

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

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

By: \_\_\_\_\_  
Kade Moncur,  
Division Director

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

Reviewed as to Form:

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

Digitally signed by  
Ryan W. Lambert  
Date: 2022.09.12  
13:02:58 -06'00'

2022-2028 UPDES MEDIA CAMPAIGN COST SHARING INTERLOCAL AGREEMENT SIGNATURE PAGE FOR THE CITY

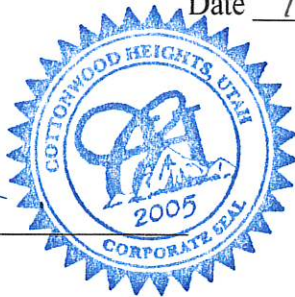
**COTTONWOOD HEIGHTS**

By   
Mayor or designee

Date 1-3-23

ATTEST:

By   
City Recorder



Date 1/3/2023

Reviewed as to Form and Legality:

By   
City Attorney

Date 12/15/22



2022-2028 UPDES MEDIA CAMPAIGN COST SHARING INTERLOCAL

Appendix A

Salt Lake County Stormwater Coalition 2023 Budget

Television Advertising  
Bus Advertising  
Public Opinion Poll  
Stormwater Quality Fair  
Water Science and Engineering Competition  
Design and Distribute Educational Materials  
Stormwater Coalition Website Updates and Maintenance  
Social Media Management  
Public Relations Consultant

Budget Total: \$194,194.93

Note: Some budget items will vary year to year based on permit cycle requirements