

MIDVALE CITY, UTAH

RESOLUTION NO. 2022-R-44

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR THE 2022-2028 UPDES MEDIA CAMPAIGN AND COST SHARING

WHEREAS, Midvale City is required to follow the conditions of Phase 2 of the Clean Water act which, among other things, requires the City to prepare and follow a Storm Water Management Plan; and

WHEREAS, a section of that Storm Water Management Plan involves public education and outreach by providing the citizens with information regarding storm water issues and ways to prevent storm water pollution; and

WHEREAS, the City has participated in the past with Salt Lake County and the County Storm Water Coalition in producing messages to be broadcast over the media and wishes to continue with that participation; and

WHEREAS, the City needs to enter into a new interlocal agreement with Salt Lake County for that continued participation and cost sharing; and

WHEREAS, Salt Lake County has prepared and provided to the City an Interlocal Agreement which has been reviewed and approved by the City’s legal department.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the Interlocal Agreement with Salt Lake County for the 2022-2028 UPDES Media Campaign and Cost Sharing.

APPROVED AND ADOPTED this 4th day of October, 2022.

Marcus Stevenson
Marcus Stevenson, Mayor

Voting by the City Council: "Aye" "Nay"
Quinn Sperry
Paul Glover
Heidi Robinson
Bryant Brown
Dustin Gettel

ATTEST:

Rori L. Andreason, MMC
City Recorder



County Contract No. _____

D.A. No. _____

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

THIS AGREEMENT is made this _____ day of _____, 2022, by and between MIDVALE, 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 \$5,479.14 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