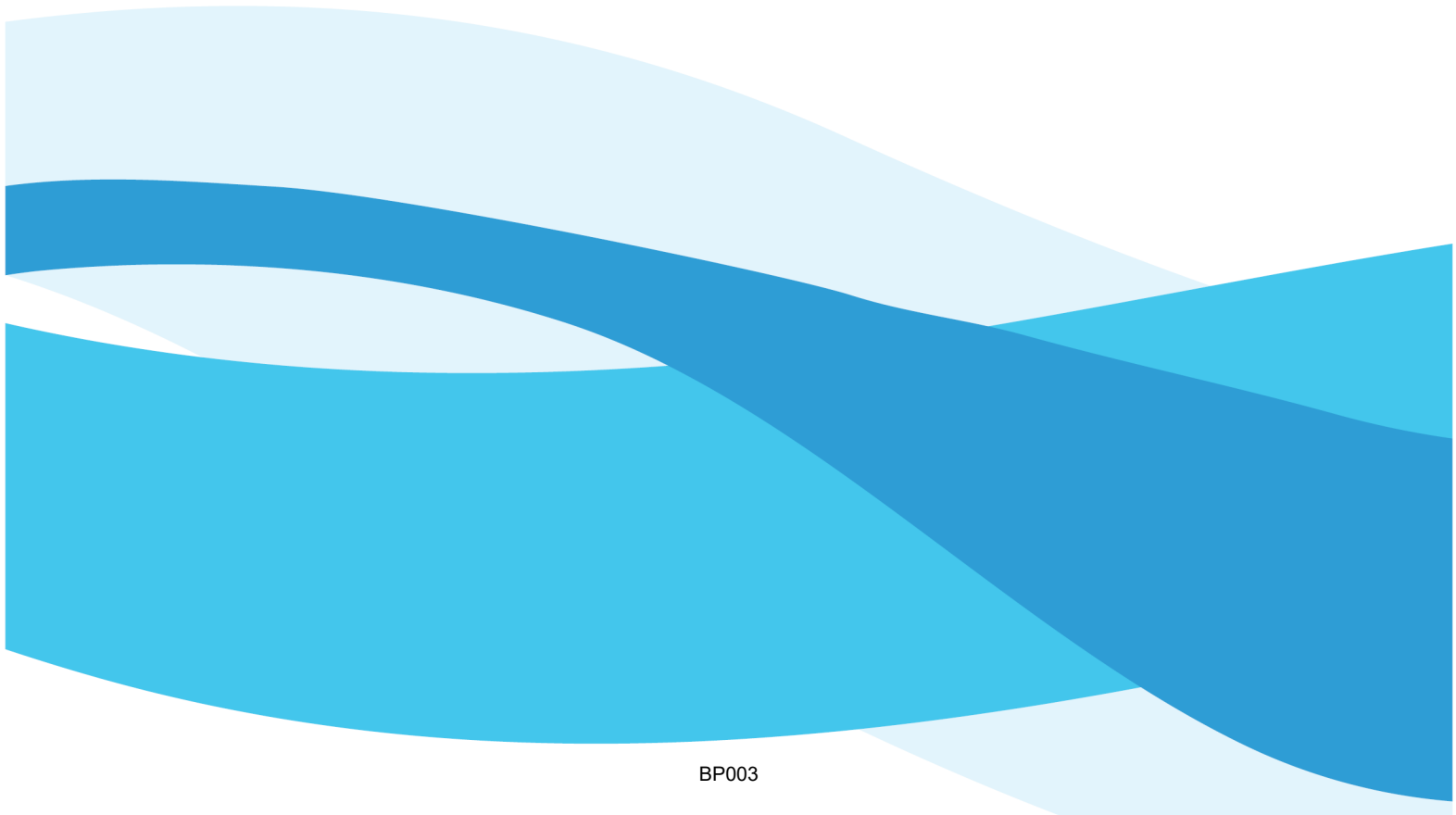


Tab 1

Environmental Committee Report





Consider approval Memorandum of Agreement for Statewide Conservation Media Campaign

Background: The Governor’s Water Conservation Team (GWCT) was established in 2000 and consists of representatives from the Utah Division of Water Resources and seven water districts in Utah. The 2019 GWCT Interlocal Agreement (ILA) was terminated in December 2024. Utah Water Ways replaced the GWCT. Established through HB 307 (2023 GS), Utah Water Ways is a 501(c)(3) public-private partnership to “encourage residents of the State of Utah to make changes to optimize the use of water and care for the state’s water supply by: providing public education and public awareness campaigns and helping consolidate campaigns about the state’s water; and providing residents of the state with tools to understand what can be done to optimize the use of water (UCA 79-2-408).” The website for Utah Water Ways is <https://utahwaterways.org/>

Metro Water recently participated in an RFP process to select a media consultant for the Statewide Conservation Media Campaign. The team selected Boncom and is currently working with the consultant to develop the 2025 “Designed for Utah” conservation campaign.

The current and proposed annual cost for Metro Water to participate in the media campaign as a funding member is \$36,400. The campaign proposal and cost will be evaluated annually. The term of the agreement is five years (February 17, 2025 - 2030) and can be extended for an additional five years. The attached memorandum of agreement replaces the GWCT ILA.

Committee Activity: The Environmental Committee discussed the agreement during the March 12, 2025 meeting and recommended approval by the full board

Recommendation: Approval of the memorandum of agreement for Statewide Conservation Media Campaign

Attachment

- Memorandum of Agreement for Statewide Conservation Media Campaign

Last Update: March 13, 2025

**MEMORANDUM OF AGREEMENT
FOR STATEWIDE CONSERVATION MEDIA CAMPAIGN**

THIS MEMORANDUM OF AGREEMENT is made and entered into effective this 17 day of February, 2025 (“Effective Date”), by and among the **UTAH WATER WAYS**, a nonprofit organization (“UWW”), **UTAH DIVISION OF WATER RESOURCES**, an agency of the State of Utah (“WRe”), **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“CUWCD”), **JORDAN VALLEY WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“JVWCD”), **WEBER BASIN WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“WBWCD”), **METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY**, a political subdivision of the State of Utah (“MWDSLS”), **WASHINGTON COUNTY WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“WCWCD”), **CACHE WATER DISTRICT**, a political subdivision of the State of Utah (“CWD”), and **BEAR RIVER WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (“BRWCD”), hereafter individually referred to as a “Party” or collectively referred to as the “Parties”.

RECITALS

A. WHEREAS, the Utah State Legislature has expressly declared that the conservation and development of water is essential for the public benefit and advantage of the people of the state of Utah [Utah Water Conservancy Act, 17B-2a-1001 *et seq.*, Utah Code Ann. 1953, as amended; and,

B. WHEREAS, the Utah State Legislature created UWW to, among other things, encourage residents of the State of Utah to make changes to optimize the use of water and

care for the state's water supply by: providing public education and public awareness campaigns and helping consolidate campaigns about the state's water; and providing residents of the state with tools to understand what can be done to optimize the use of water (UCA 79-2-408).

C. WHEREAS, wise use of water and water conservation are critical to an assured and sustained water supply for this State, its economy and its residents; and,

D. WHEREAS, UWW, the State of Utah, and various public water agencies desire to promote wise use of water and water conservation in Utah; and,

E. WHEREAS, the media has proven to be an effective tool in promoting wise use of water and water conservation; and,

F. WHEREAS, the Parties were established pursuant to statute to, among other things, acquire, develop, and conserve water resources identified as necessary to accomplish the respective purposes of the Parties; and,

G. WHEREAS, the Parties have been requested to provide certain funding to a common Water Conservation Media Campaign ("Media Campaign") designed to promote wise use of water and water conservation on a state-wide basis in coordination with the separate and more local efforts of the Parties individually; and,

H. WHEREAS, the Parties have each concluded that the contribution of funds and retaining a Media Consultant ("Consultant") in furtherance of the stated objectives is consistent with their authority and their respective missions, and each Party has specifically found and determined:

(i) that the contribution is specifically for and in support of the Media Campaign, to promote the wise and efficient use of water and water conservation on a state-wide basis, is a

long-term benefit of the State, its citizens, and those who are served by the respective Parties;
and,

(ii) that the contribution is in furtherance of the purposes and policies for which the Parties were respectively created by law; and,

(iii) that there are benefits to the Parties in return for the contribution resulting from the Media Campaign.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1 Incorporation of Recitals. The above Recitals are incorporated into this Agreement and made a part hereof as though expressly and fully stated herein.

2 Additional Parties. Upon a simple majority vote of the Parties, additional parties may be added to this Agreement, and they shall participate in funding obligations and other responsibilities as outlined in this Agreement.

3 Ex-officio Members. Upon a simple majority vote of the Parties, public or private entities interested in wise water use and water conservation may be invited to participate in discussions on an ad hoc basis with the Parties. Such participation shall be in a non-voting status.

4 Media Campaign.

(a) The scope of the Media Campaign shall be defined annually by the Parties in consultation with the Consultant and designed to promote a long-term water conservation ethic and achieve water conservation results within the State of Utah.

(b) The primary focus of the Media Campaign shall be determined annually and with the objective to reach the broadest coverage and exposure possible.

(c) Media Campaign materials shall be developed at a frequency to be

determined by the Parties.

(d) The Media Campaign shall be designed and implemented to provide conservation messaging to the public on a calendar-year basis (in order to coincide with seasonal hydrologic conditions).

(e) The scope or general direction of the Media Campaign for each calendar year shall be finalized by the Parties, in consultation with the Consultant, no later than March 1 of that year.

5 Oversight.

(a) The Parties hereby designate and authorize UWW, and UWW hereby agrees, to be the “Lead Entity” for the Media Campaign.

(b) The Lead Entity shall collect and administer funds, chair meetings, enter contractual relationships with consultants, and perform related activities for the Media Campaign as further detailed below.

(c) Each Party shall identify one person as its representative for meetings, activities, and other matters associated with the Media Campaign.

(d) Each Party shall have one vote.

(e) The Lead Entity shall inform and seek involvement and consent of the Parties prior to issuing any requests for proposals, bids, annual implementation plans, or similar activities.

(f) The Lead Entity shall hold personal property, if any, acquired as a part of the cooperative activities described in this Agreement, and, at termination of this Agreement, shall dispose of such property as determined by the Parties.

(g) The Parties shall coordinate the direction and scope of the Media

Campaign.

6 Consultant

(a) No later than September 30, 2029, and at least once every five (5) years, thereafter, the Lead Entity shall request proposals from qualified public relations or media firms (referred to herein as “Consultant”).

(b) Each Party shall have the opportunity to participate in the consultant selection process through their designated representative.

(c) The Lead Entity shall be the contracting agency with the Consultant and will provide contract management and oversight.

(d) The Lead Entity shall provide to the Parties an annual accounting of funding and expenditures.

7 Funding.

(a) The Parties shall share the annual cost of the Media Campaign as set forth in attached Exhibit A which is subject to subsection 7d.

(b) The funding level to implement the Media Campaign shall be determined annually based on need and campaign direction as outlined by the Parties and the Consultant. Exhibit A shall be updated and approved, by a two-thirds majority, annually by the Parties no later than January 31 of each year. A Party may not be required to increase its annual contribution from one year to the next without the Party’s consent.

(c) For parties who serve a specific geographic area within the state, cost sharing amounts are generally based on population served or represented.

(d) For parties with a statewide focus, cost sharing for the Media Campaign is reflected in Exhibit A and as the Parties mutually agree on an annual basis.

(e) Payment of funds for each year's Media Campaign shall be made to the Lead Entity prior to March 15 of each year.

(f) The Lead Entity shall make reasonable efforts to utilize the entire annual amount for a given calendar year.

(g) The Lead Entity shall manage funds for the Media Campaign in an interest-bearing account with interest earnings accruing to the Media Campaign.

(h) Unless otherwise agreed to by the Parties by March 15 of each calendar year, any funding that is left unspent at the end of each calendar year will be retained by the Lead Entity in an interest-bearing account to be used for the media campaign in subsequent years.

8 Intellectual Property.

(a) JWCD owns the rights to the "Slow the Flow" slogan and associated logo (as more clearly depicted on attached Exhibit "B"; the "Marks") and it hereby gives permission to the Parties to use the Marks without cost for all activities associated with the Media Campaign or other water conservation activities of the Parties, collectively or individually, as authorized by this Agreement. JWCD also hereby gives permission to the Parties to use, without cost, all existing Media Campaign materials and advertisements bearing the Marks. The Marks shall not be modified or altered in any way and the Marks, Media Campaign Materials and advertisements shall be used only for the purpose of the Media Campaign authorized by this Agreement and to advance the water conservation efforts and activities of the Parties, collectively or individually. Additional slogans and/or logos may be used by the Parties in the Media Campaign.

(b) It is the intention of the Parties to use the Marks in the Media

(c) Ex-officio Members desiring to utilize the Marks or existing Media Campaign materials and advertisements bearing the Marks will be required to make separate arrangements with JWCD.

(d) Any Party that terminates its involvement in this Agreement shall have the right to utilize Media Campaign materials and advertisements developed during the period that it was a Party to this Agreement, provided that the Party paid completely its cost sharing amount for those Media Campaign materials and advertisements, and provided that logos, slogans or other trademarks developed as a part of this Agreement shall not be modified or altered in any way and shall be used only to advance the individual water conservation efforts and activities of Parties, collectively or individually. Prior to using such Media Campaign advertisements, the withdrawing party shall first consult with the Lead Entity and shall pay any talent fees associated with such use.

9 Points of Contact.

(a) All notices and other communications required or otherwise allowed by this Agreement shall be given to the Parties as follows:

<p>Mr. Gene Shawcroft, P.E. General Manager Central Utah Water Conservancy District 1426 East 750 North Orem UT 84097</p> <p>(801) 226-7120 Telephone (801) 226-7107 Facsimile</p> <p>Signed: <u><i>Gene Shawcroft</i></u> Gene Shawcroft (Mar 6, 2025 07:12 MST)</p>	<p>Ms. Annalee Munsey General Manager Metropolitan Water District of Salt Lake & Sandy 3430 East Danish Road Cottonwood Heights, UT 84093</p> <p>(801) 942-9623 Telephone (801) 942-3674 Facsimile</p> <p>Signed: _____</p>	<p>Mr. Zachary Renstrom General Manager Washington County Water Conservancy District 136 North 100 East St. George UT 84770</p> <p>(435) 673-3617 Telephone (435) 673-4971 Facsimile</p> <p>Signed: _____</p>
<p>Mr. Scott Paxman, P.E. General Manager Weber Basin Water Conservancy District 2837 East Highway 193 Layton UT 84040-7199</p> <p>(801) 771-1677 Telephone (801) 544-0103 Facsimile</p> <p>Signed: <u><i>Scott Paxman</i></u></p>	<p>Ms. Candice Hasenyager Director Utah Division of Water Resources P.O. Box 146201 Salt Lake City UT 84114-6201</p> <p>(801) 538-7230 Telephone (801) 538-7279 Facsimile</p> <p>Signed: <u><i>C.C. Hasenyager</i></u></p>	<p>Mr. Allen E. Packard P.E. General Manager/CEO Jordan Valley Water Conservancy District 8215 South 1300 West West Jordan UT 84088-0070</p> <p>(801) 565-4300 Telephone (801) 565-4399 Facsimile</p> <p>Signed: _____</p>
<p>Mr. Nathan Daus, General Manager Cache Water District 199 Main St Logan UT 84321</p> <p>(435) 512-0832</p> <p>Signed: _____</p>	<p>Mr. Chance Baxter General Manager Bear River Water Conservancy District 102 West Forest Street Brigham City Utah 84302</p> <p>(435) 723-7034</p> <p>Signed: <u><i>Chance Baxter</i></u> Chance Baxter (Feb 20, 2025 08:37 MST)</p>	<p>Mr. Tage I Flint, P.E. Executive Director Utah Water Ways 170 So Main #735 Salt Lake City, Utah 84101</p> <p>(801) 510-6113 Telephone</p> <p>Signed: <u><i>Tage Flint</i></u> Tage Flint (Feb 20, 2025 12:33 EST)</p>

(b) All notices or communications shall be given by (i) hand delivery; (ii) email; (iii) facsimile; (iv) or United States mail sent “return receipt requested.” Each notice or communication shall be effective upon receipt.

10 Term.

(a) The term of this Agreement is five (5) years, beginning on the Effective Date.

(b) The term may be extended for additional five (5) year periods upon the agreement of the Parties.

(c) Funding commitment is intended to be ongoing, but each Party's financial contribution will be subject to appropriations by the Party's governing body.

(d) Any Party to this Agreement may terminate its participation for subsequent years by giving notice to the Lead Entity no later than October 15th of the then current calendar year.

11 Assignment. No Party shall assign its interest in this Agreement without the prior written consent of each other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

12 Resolution Adopted. For those Parties who are required to adopt a resolution, such Resolutions have been adopted by each party's Board of Trustees authorizing the Party to enter into this Agreement.

13 Entire Agreement: This Agreement constitutes the entire understanding and agreement by and between the Parties, and it supersedes all prior agreements, representations, or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

14 Governing Law. This Agreement and all matters relating hereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.

15 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

16 Inducement. The making and execution of this Agreement have not been induced by any representation, Statement, warranty, or agreement other than those herein expressed.

17 Business Relationship. This Agreement does not create any agency relationship, partnership, joint venture, or any other form of business relationship among the Parties. This Agreement is limited solely to the purposes and interests expressed herein.

18 Representation of Authority. Each individual executing this Agreement hereby represents that he/she has the requisite authority to execute this Agreement on behalf of their respective Party and that their respective Party has agreed to be and is bound hereby.

19 No Third-Party Beneficiaries. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party

20 Filing of Agreement. Each Party shall file a copy of this Agreement with the keeper of its records.

Exhibit A

**Memorandum of Agreement
For Statewide Water Conservation Media Campaign**

Entity	2025-2026 Funding	
UWW	\$	250,000
DWR _e	\$	75,000
CUWCD	\$	58,400
JVWCD	\$	52,400
WBWCD	\$	51,000
MWDSLS	\$	36,400
WCWCD	\$	12,500
CWD	\$	10,000
BRWCD	\$	4,300
Total	\$	550,000

Updated: November 2024

Exhibit B

