MIDVALE CITY

RESOLUTION NO. 2014-R-12

A RESOLUTION OF THE CITY COUNCIL OF MIDVALE CITY, UTAH AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR THE PARTICIPATION AS A CO-PERMITTEE UNDER UPDES PERMIT NO. UTS000001 (JORDAN VALLEY MUNICIPALITIES)

WHEREAS, Salt Lake County ("County") and the Midvale City ("City") are public agencies and are authorized by the Utah Interlocal Cooperation Act to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency has published its "Final Rule" setting forth the National Pollutant Discharge Elimination Systems permit application rules and regulations for storm water discharges to municipal separate storm sewer systems; and

WHEREAS, the rules and regulations provide that where more than one public entity owns or operates a municipal separate storm sewer within a geographic area, such entities may be co-applicants to the same application and permit renewal; and

WHEREAS, County and City desire to sign on as co-permittees under the Permit and participate in the Jordan Valley Municipalities UPDES municipal storm water permit program under the terms and conditions set forth in the Permit and in this Agreement.

NOW THEREFORE, be it resolved as follows:

Section 1. The Mayor is hereby authorized to sign the attached Interlocal Agreement for the participation as a co-permittee under UPDES Permit No. UTS000001

Section 2. This Resolution shall take effect upon passing.

PASSED AND APPROVED this 14th day of February, 2014.

MIDVALE CITY COUNCIL

By: JoAnn B. Seghini, Mayor

VOTING:
Stephen Brown Aye  
Paul Glover Aye ✔  Nay 
Robert Hale Aye ✔  Nay 
Paul Hunt Aye ✔  Nay 
Wayne Sharp Aye ✔  Nay

Ron L. Andreason, MMC
City Recorder
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
MIDVALE CITY
for
Participation as Co-Permittees under
UPDES Permit No. UTS000001
(Jordan Valley Municipalities)

THIS AGREEMENT is entered into this 26 day of February 2014, by
and between SALT LAKE COUNTY (the “COUNTY”), a body corporate and politic of the
State of Utah; and MIDVALE CITY (the “CITY”), a municipal corporation of the State of Utah;

WITNESSETH:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah
Interlocal Cooperation Act, Section 11-13-1, et seq., Utah Code Ann., to enter into agreements
with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency has published its “Final Rule” setting
forth the National Pollutant Discharge Elimination Systems permit application rules and
regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality,
Division of Water Quality, has statutory rulemaking authority and authority to issue pollutant
discharge elimination system permits within the State of Utah pursuant to the rules and
regulations of the Utah Pollutant Discharge Elimination System (“UPDES”); and

WHEREAS, the rules and regulations provide that where more than one public entity
owns or operates a municipal separate storm sewer within a geographic area (including adjacent
or interconnected municipal separate storm sewer systems), such entities may be co-applicants to
the same application and permit renewal; and

WHEREAS, the State of Utah has issued a UPDES permit (Permit No. UTS000001, the
“Permit”) to the Jordan Valley Municipalities, including the COUNTY and the CITY. A copy of
the Permit is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, Section 1.5.1.2 of the Permit provides, in addition to the Jordan Valley
Municipalities including the COUNTY and the CITY, additional operators of small municipal
separate storm sewers within the boundaries of Salt Lake County which sign on during the
course of the permit cycle may also be co-permittees under the Permit; and

WHEREAS, the COUNTY and the CITY desire to sign on as co-permittees under the
Permit and participate in the Jordan Valley Municipalities UPDES municipal storm water permit
program under the terms and conditions set forth in the Permit and in this Agreement; and

WHEREAS, the parties now desire to enter into this Agreement setting forth their present
understanding as to their respective responsibilities with regard to their participation as co-
permittees under the Permit;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties
agree as follows:

AGREEMENT

1. The COUNTY and the CITY agree to be co-permittees under the existing Permit
for the geographic area, which includes all of the municipal separate storm water systems
belonging to and operated by the parties to this Agreement as described in Section 1.2.1 of the
Permit and in Exhibit “B,” attached hereto and incorporated herein.
2. As co-permittees, each party agrees to implement and enforce within its own jurisdiction its own responsibilities for complying with the Permit requirements including, but not limited to, those responsibilities and requirements listed in the Co-Permittee Accountability statement. The Co-Permittee Accountability statement is attached hereto as Exhibit “C” and incorporated herein.

3. Each party shall be responsible to pay the costs relating to its own stormwater systems. The parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit. Detailed services to be provided and reimbursement thereof is set forth in the interlocal media agreement, already in place, which is attached hereto as Exhibit “D” and incorporated herein.

4. To the maximum extent possible, the parties agree to assist each other in providing and sharing information, maps, data, drawings, plans and other resources necessary to comply with the Permit requirements. Co-permittees may also collaborate on projects, programs and control measures as may be required in Sections 1.6.1.2, 1.6.1.3 and 4.4 of the Permit. Exhibit “C” will be amended as necessary to include specific assignments.

5. The parties agree the duration of this Agreement shall commence upon entry and shall run concurrent with the duration of the Permit, which expires at midnight on September 4, 2018, at which time this Agreement shall terminate. The parties agree that this Agreement shall not apply to any subsequent permits or co-permits unless the parties agree in writing to extend this Agreement.

6. No separate entity is created by this Agreement; however, to the extent that any
administration of this Agreement becomes necessary, then the Public Works Director or City Engineer of each party, or their designees, shall constitute a joint board for such purpose.

7. In the event any property is jointly acquired and paid for by the parties for this undertaking, then it shall be divided as the parties’ representatives shall agree; or, if no agreement is reached, then it shall be divided according to their respective payments for property; or, if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties’ proportionate share of the purchase of the item of property. If property is purchased at one party’s sole expense in connection with this agreement, then the property so purchased shall be and remain the property of the party which purchased it.

8. This Agreement embodies the entire agreement between the parties hereto and cannot be altered except in a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the day and year first written above.

SALT LAKE COUNTY

Approved as to form:

Date: 17 Dec 2013

By: [Signature]
Mayor or Designee

MIDVALE CITY

Approved as to form:

Date: 2/12/14

By: [Signature]
Title: Mayor

Attest: [Signature]
City Recorder
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Draper City

Herriman City

Midvale City

Murray City

Sandy City

South Jordan City

Holladay City

Riverton City

Municipality
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EXHIBIT C

CO-PERMIT REQUIREMENT ACCOUNTABILITY (sections 1.5, 1.6, 4.4)

Salt Lake County accepts responsibility for Administering and the implementation of the following permit requirements of (NAME OF CITY) under UPDES Permit UTS000001 issued September 3, 2013, to be completed during the life of the permit and developed in detail in the Jordan Valley Municipalities Permit:

Task 1. County will prepare and administer the Co-Permittee Identification and Accountability document Exhibit ‘C’, the jurisdictional boundary document ‘Exhibit B’, and the co-permittee interlocal agreement document (identified in Part 1.5), at no direct cost to the City. City shall provide necessary information in a timely fashion to County for inclusion into these documents.

Task 2. County will develop and implement a core County-wide Public Education and Outreach program identified in’ Exhibit D’ at direct cost to the City as agreed to in the INTERLOCAL MEDIA agreement, already in place(reference or exhibit ‘XX”- the Inter-local Media agreement). The program will be coordinated through the Storm water Coalition, intended as part or all of Minimum Control Measures 1 and 2 in the permit.

Task 3. County will develop a portion of a public involvement/participation program identified in ‘EXHIBIT D’, at direct cost to the City as agreed to in the INTERLOCAL MEDIA agreement. This program will also be identified and intended as part or all of the Minimum Control measures 1 and 2 in the Permit. The program will be coordinated through the Storm water Coalition, and is also listed in ‘EXHIBIT D’.

Task 4. County will maintain and submit to the State the identified sections in Appendix I, which will include the City’s required information. If boundaries or jurisdictions change during the year, City shall provide necessary information for this submittal to the County, (the updated version), in a compatible electronic format as required. Information must be provided to the County at least 45 days prior to report submission of the annual report deadline (Section 5.6). If City fails to submit information to County as described, COUNTY shall not be liable.

Task 5. County will maintain a County wide storm water system map, and distribute to County wide agencies, to assist in Spills, Tracking, Emergency responses on behalf of all the County and city MS4. The distribution list will include The Salt Lake County Health Department, The Emergency agencies (VECC, Unified Fire and Police) and any other agency that may need help to track events affecting or using our storm drain systems.
MIDVALE CITY

RESOLUTION NO. 2014-R-12

A RESOLUTION OF THE CITY COUNCIL OF MIDVALE CITY, UTAH
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT
WITH SALT LAKE COUNTY FOR THE PARTICIPATION AS A CO-PERMITTEE
UNDER UPDES PERMIT NO. UTS000001 (JORDAN VALLEY
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Section 2. This Resolution shall take effect upon passing.

PASSED AND APPROVED this ___ day of February, 2014.

MIDVALE CITY COUNCIL

By: JoAnn B. Seghini, Mayor

VOTING:
Stephen Brown    Aye ✓    Nay ___
Paul Glover      Aye ✓    Nay ___
Robert Hale      Aye ✓    Nay ___
Paul Hunt        Aye ✓    Nay ___
Wayne Sharp      Aye ✓    Nay ___

Ron L. Andreasen, MMC
City Recorder