

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-01

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR PARTICIPATION AS CO-PERMITTEES UNDER UPDES PERMIT NO. UTS000001

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et seq.* (the “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, the city of Cottonwood Heights (the “City”) and Salt Lake County (the “County”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, the Environmental Protection Agency has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System 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 authority to issue pollutant discharge elimination system permits with the state of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (“UPDES”); and

WHEREAS, such rules and regulations provide that where more than one public entity owns or operates a municipal separate storm sewer system within a geographic area (including adjacent or interconnected municipal separate storm sewer systems), such operators 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”), which expires at midnight on 4 September 2018, to the “Jordan Valley Municipalities,” specifically including the County, the City and other named municipalities, as co-permittees; and

WHEREAS, the County has proposed that the City join with the County as co-permittees under the Permit, and has submitted to the City a proposed interlocal cooperation agreement (the “Agreement”) for that purpose; and

WHEREAS, the City’s governing body (the “Council”) met in regular session on 28 January 2014 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. 2014-01, shall take effect immediately upon passage.

PASSED AND APPROVED this 28th day of January 2014.

COTTONWOOD HEIGHTS CITY COUNCIL



ATTEST:

Kory Solonio
Kory Solonio, Recorder

By Kelvin H. Cullimore, Jr.
Kelvin H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 28th day of January 2014.

RECORDED this 30 day of January 2014.

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

COTTONWOOD HEIGHTS CITY

for

**Participation as Co-Permittees under
UPDES Permit No. UTS000001
(Jordan Valley Municipalities)**

THIS AGREEMENT is entered into this ____ day of _____ 2013, by and between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and the city of COTTONWOOD HEIGHTS (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:

A G R E E M E N T

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.”

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. 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.

9. Liability and Indemnification. The Parties are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. Section 63G-7, as amended (the "Immunity Act"). There are no indemnity obligations between these parties. Consistent with the terms of the Immunity Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

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

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved as to form:

Date: _____

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Kory Solorio, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

Approved as to form:

Wm. Shane Topham, City Attorney
Date: _____

EXHIBIT B

(Appendix I of the Permit)

UTS 000001 (section 1.6) List of Co-Permittees, Legal Jurisdiction, MS4 boundaries, date of inclusion in the permit and Contract numbers.

<u>Municipality</u>	<u>Legal Jurisdiction(1.2)</u>	<u>MS4 boundary</u>	<u>Date of Inclusion</u>	<u>CONTRACT#</u>	<u>Media #</u>
Salt Lake County	All area within the County Boundaries not incorporated Into municipalities and inter- Jurisdictional drainage systems County-wide identified in County ordinance Title 17.08.	County-wide various	7/1/1995	Administrators of both contracts and the permit itself	
<u>Municipality</u>	<u>Legal Jurisdiction</u>	<u>MS4 boundary</u>	<u>Date of Inclusion</u>	<u>CO#</u>	<u>Media#</u>
Bluffdale City	All areas within the incorporated boundary of the municipality	Coincides with the incorporated boundary of the municipality	10/14/2003	PV13157	PV12134C
Cottonwood Heights City	All areas within the incorporated boundary of the municipality	Coincides with the incorporated boundary of the municipality	1/27/2009	PV13158	PV11132C

Municipality	Legal Jurisdiction	MS4 boundary	Date of Inclusion	CO#	Media#
Draper City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13159	PV
Herriman City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	4/8/2003	PV13160	PV11138C
Holladay City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	4/8/2003	PV13160	PV11144C
Midvale City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13162	PV12153C
Murray City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13163	PV11133C
Riverton City	All areas within the incorporated boundary of the municipality	Coincides with the incorporated boundary of the municipality	4/8/2003	PV13164	PV11134C
Sandy City	All areas within the incorporated boundary of the municipality	Coincides with the incorporated boundary of the municipality	5/6/2003	PV13165	PV11135C
South Jordan City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13166	PV11136C

Municipality	Legal Jurisdiction	MS4 boundary	Date of Inclusion	CO#	Media#
South Salt Lake	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13167	PV11131C
Taylorsville City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13168	PV
West Jordan City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	8/26/2003	PV13169	PV11154C
West Valley City	All areas within the incorporated Boundary of the municipality	Coincides with the incorporated boundary of the municipality	3/11/2003	PV13170	PV11137C

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 (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 MSA. 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.