

Interlocal Cooperation Agreement – Line by Line

RECITALS

- 1) Utah Code 11-13-102 states that any 2 or more public agencies may enter an agreement for joint action
 - 2) SLCoHD is the first group (County)
 - 3) MSD is the second group (Community)
 - 4) County is responsible for enforcing state health laws
 - 5) County may enforce those laws into unincorporated and incorporated Salt Lake County areas
 - 6) County adopted regulations regarding IDDE
 - 7) County and Community join to make things more efficient
 - 8) The Agreement is entered without a bidding process
- 9) “Community Municipal Codes” mean the SLCo Code of Ordinances, 2001 unless specified otherwise
- 10) Health Regulation #13 is incorporated in the MSD Municipal Code
 - 11) Violations and Penalties, besides Brighton
 - 12) Class B or C Misdemeanor, besides Brighton
 - 13) County or DA can prosecute
- 14) Parties enter to work cooperatively within the MSD’s NOI

SLCoHD RESPONSIBILITIES

- 1.1) County assists the Community in investigations of spills, releases or discharges or pollutants and remediation
 - 1.2) County agrees to respond to MSD regarding spills, releases or discharges
 - 1.3) County will alert the MSD
- 1.4) County will provide the MSD with annual reports for the UPDES Annual Report requirements
 - 1.5) County will help determine the severity of enforcement of a violation
 - 1.6) County will initiate and assist the MSD in appropriate enforcement actions
 - 1.7) County will send courtesy copies of warning letters and NOV letters to the MSD

MSD RESPONSIBILITIES

- 2.1) MSD will report any incidents involving spills, releases or discharge of pollutants to the County
 - 2.2) Incidents within the MSD will be reported to the County hotline
- 2.3) MSD will participate with the County in investigations and enforcement, initiated by the County
- 2.4) Participation equals providing information regarding permits, stormwater systems, mapping, tracking, and recommendations
- 2.5) MSD will handle SWPPP approvals – MSD Planning and Development will follow-up on conditions identified during inspections that may lead to a stormwater violation – Follow-up reports will be sent to the County
- 2.6) MSD will manage construction and post-construction activities related to the UPDES – Activities include plan approvals, installation and post-construction inspections, and management and maintenance of engineered controls within the MSD

COORDINATION AND TRAINING

- 3.1) Representatives of the parties will investigate and enforce alleged violations of ordinances and the UPDES permit

GENERAL PROVISIONS

- 4.1) Agreement will be active after attorney review, signed, and filed with the keeper of records of each party – Agreement will last 50 years unless terminated earlier with 6 month written notice – Termination wouldn't breach contract
- 4.2) Agreement shall be binding – If Agreement fails, the Act takes precedence
- 4.3) Agreement may be modified, but only by writing by both parties
- 4.4) Headings are just headings
- 4.5) Representatives are listed
- 4.6) Representatives may change, but only by writing
- 4.7) Both parties will follow State regulations
- 4.8) Third Judicial District Court will be the appropriate venue for enforcing terms of the Agreement
- 4.9) Each party is responsible for their own finances in getting this Agreement finalized – No separate entity or facility or improvement is created with this Agreement
 - 4.9.1) No interlocal entity is created
 - 4.9.2) Representatives have 1 vote – Parties may develop another process in place of a Joint Board to administer this Agreement
 - 4.9.3) No finances are shared between parties
 - 4.9.4) Attorneys review the Agreement, both sides
 - 4.9.5) Original counterparts of this Agreement shall be filed with the record keeper
- 4.10) Nobody is paid off, nobody is financially benefiting, nobody is breaking ethical rules, nobody has been influenced
- 4.11) Both parties agree to be responsible and liable for their own wrongful acts – Both parties maintain all privileges and immunities granted by the Immunity Act and other applicable law
 - 4.12) Both parties agree to GRAMA requirements
 - 4.13) No partnership or agency relationship has been created
 - 4.14) Anything not in this Agreement isn't binding
- 4.15) All signed counterparts of the Agreement shall be deemed to be the original
 - 4.16) Provisions in the Agreement are severable
 - 4.17) Rights and remedies of the Parties are construed cumulatively
- 4.18) MSD agrees that the SLCo Mayor or designee by executive order can execute an amendment to the Agreement – MSD/County failure to insist upon strict performance of any term or provision of the Agreement doesn't equal a waiver, unless a written and signed amendment happens

PURPOSE OF THE AGREEMENT

The agreement serves multiple purposes with one main goal: water quality protections. Water does not understand or respect municipal boundaries, and agencies should be encouraged to work together. As outlined in the *Recitals* section, Utah Code 11-13-102 outlines 2 or more public agencies may enter an agreement for joint action. Additionally, as outlined in the Small MS4 Permit No. UTR090000 section 4.1.3.3, “Necessary agreements, contracts, and MOUs shall deal with coordination or clarification of the responsibilities associated with the detection and elimination of improper connections or illicit discharges to the MS4, BMP coordination or other coordinated programs or sensitive issues of unclear or overlapping responsibility.”

RECITALS – SUMMARY

This section outlines what each group is included in the Party, what ordinances and penalties are enforceable, and efficiency purposes.

SLCoHD RESPONSIBILITIES – SUMMARY

The County agrees to respond, investigate, alert and coordinate with the MSD in regard to spills, releases or discharges of pollutants and remediation. The County will help determine enforcement severity, initiate and assist in appropriate enforcement actions and provide the MSD with courtesy copies of warning letters and NOV letters. Additionally, the County agrees to submit annual reports to the MSD.

MSD RESPONSIBILITIES – SUMMARY

MSD will report any incidents involving spills, releases or discharge of pollutants to the County, through the County hotline, and participate in investigation and enforcement initiated by the County. The MSD agrees provide information such as permits, stormwater systems, mapping, tracking and recommendations to the County. The MSD will handle the SWPPP approvals process and manage the construction and post-construction activities related to the UPDES permit.

REPORTING AND RESPONSE FLOW CHART
Municipal Services District

