

**GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
RESOLUTION ADOPTING AND APPROVING
AN INTERLOCAL COOPERATION AGREEMENT
WITH SALT LAKE COUNTY FOR ITS SALT LAKE COUNTY HEALTH
DEPARTMENT**

RESOLUTION NO. 2026-09-01

WHEREAS, the Greater Salt Lake Municipal Services District (the “District”) is a special district and political subdivision of the state of Utah and Salt Lake County (the “County”) is a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Health Department (“SLCoHD”), and both District and County are public agencies as defined in Title 11, Chapter 13 of the Utah Code (the “Interlocal Cooperation Act”);

WHEREAS, Section 11-13-202 of the Interlocal Cooperation Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, the District and the County, acting for SLCoHD, desire to enter into an Interlocal Agreement to set forth the obligations and responsibilities of each of the parties respecting prohibiting the discharge or release of pollutants or contaminants into storm sewers, drains, gutters or waters of the State and SLCoHD and MSD working cooperatively in the enforcement of the District’s UPDES Stormwater Discharge Permit UTR090101 as provided in the Agreement.

NOW, THEREFORE, be it resolved and enacted by the Board of Trustees of the Greater Salt Lake Municipal Services District as follows:

1. That the Interlocal Cooperation Agreement referenced in the foregoing recitals (the “Agreement”) be and is adopted and approved and that either Keith Zuspan, Board Chair, or Marla Howard, General Manager of the District, be and is authorized and instructed to execute and deliver the Agreement on behalf of the District.
2. That the keeper of the records of the District is authorized and instructed to keep an executed copy of the Interlocal Agreement as part of the District’s records.
3. That this Resolution has been placed on the agenda of an official meeting and this action has been taken by the Board of Trustees of the District during that meeting in compliance with the Utah Open and Public Meetings Act.
4. That this Resolution shall take effect immediately upon its passage, but the effective date of the Agreement shall be the date as determined by application of the Interlocal Cooperation Act, namely upon the completion of the following: (a) the approval of the Agreement by each party as provided in Utah Code Ann. § 11-13-202.5(1) and (2), (b) the submission of the Agreement to an attorney for each party who is authorized to represent said party for review as to proper form and compliance with applicable law, and (c) the filing of a signed original or copy of the Agreement with the keeper of records of each party.

Approved and adopted by the Board of Trustees of the Greater Salt Lake Municipal Services District on the 9th day of September, 2026.

Keith Zuspan, Chair

ATTEST:

Daniel Hoffman, Clerk

ATTACHMENT “A”

Interlocal Cooperation Agreement
Between Salt Lake County for its Salt Lake County Health Department
and
Greater Salt Lake Municipal Services District

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
For its Salt Lake County Health Department
and
THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Health Department ("SLCoHD"), and the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT ("MSD"), also a body corporate and politic of the State of Utah with its principal place of business address at 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123. The County and MSD may each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, UTAH CODE ANN. § 11-13-102 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, et seq.) (the "Act") provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, County, through SLCoHD, is a county health department created pursuant to Section 26A-1-103, Utah Code Ann., 1953 as amended, and Chapter 9.04 of the Salt Lake County Code of Ordinances; and

WHEREAS, MSD is a special district providing certain municipal services to communities in the Town of Brighton, Copperton, Emigration Canyon, City of Kearns, Magna City, White City and unincorporated Salt Lake County which, unless otherwise specified, will be referred to collectively and individually as the "Community; and

WHEREAS, SLCoHD is responsible for enforcing state laws, administrative rules, local ordinances, standards and regulations relating to public health, sanitation, safety and environmental quality as provided for in the Utah Local Health Department Act, Utah Code Ann. § 26A-1-114; and

WHEREAS, pursuant to Utah Code § 26A-1-114(1), SLCoHD may enforce state laws, local ordinances, department rules and local health department standards and regulations in all incorporated

and unincorporated areas of Salt Lake County; and

WHEREAS, SLCoHD has adopted health regulations including Regulation #1 and #13, prohibiting the discharge or release of pollutants or contaminants into storm sewers, drains, gutters or waters of the State; and

WHEREAS, the Parties are public agencies authorized by the Act, to enter into agreements with each other which will enable them to make the most efficient use of their powers; and

WHEREAS, this Agreement is entered without a competitive procurement pursuant to the Act and Salt Lake County Code of Ordinances Section 3.20.030(A)(4); and

WHEREAS, references in this Agreement to the "Community's Municipal Codes" shall include the cited Sections which are found in the Salt Lake County Code of Ordinances, 2001 and, except as otherwise specifically noted herein, shall include equivalent Sections in the Ordinances adopted by each municipality served by the MSD; and

WHEREAS, Health Regulation #13 is also incorporated in Section 9.32.010 of the Community's Municipal Codes; and

WHEREAS, the Community, except for the Town of Brighton, has enacted Section 17.08.020 of the Community's Municipal Codes, which provides for the safe disposal of natural storm waters and flood waters and which prohibits the interference, damage or use of any flood control, storm drainage or water quality facility without having first received written permission from the Division of Water Quality; and

WHEREAS, the Community, except for the Town of Brighton, has enacted Section 17.08.100 of the Community's Municipal Codes, which effectively incorporates by reference Chapter 17.32 of the Community's Municipal Codes, "Violations and Penalties", which makes it unlawful for any person to place or cause to be placed in a drain, channel, reservoir, detention basin or any other flood control facility any matter of any kind that may degrade the quality of the water without having first receiving written permission from the MSD Engineering Division; and

WHEREAS, Section 1.12.010 - Subsection B of the Community's Municipal Codes, excluding the Town of Brighton, provides that the violation of any provisions of an applicable county or municipal ordinance constitutes a class B or a class C misdemeanor as specified in the ordinance or an infraction if no other penalty is prescribed; and

WHEREAS, Section 26A-1-120(3)(a) of the Utah Local Health Department Act provides that the County or District Attorney having criminal jurisdiction "shall prosecute criminal violations of the

public health laws and rules of the Departments of Health and Human Services and Environmental Quality, the standards, regulations, orders, and notices of a local health department, and other laws and rules pertaining to health and sanitary matters”; and

WHEREAS, the Parties desire to enter into an agreement whereby SLCoHD and MSD will work cooperatively in the enforcement of the MSD UPDES Stormwater Discharge Permit UTR090101.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Salt Lake County Health Department Responsibilities:**

1.1 SLCoHD’s Environmental Health Division will assist the MSD and the Community in the investigation of incidents involving spills, releases or discharge of pollutants, contaminants, or waste into waterways and drainage systems. SLCoHD will work with the responsible party, the MSD and the Community to ensure that the spill or discharge is remediated as required by law, rule or regulation.

1.2 SLCoHD agrees to respond to any reports from the MSD regarding spills, releases or the discharge of pollutants, contaminants or waste in gutters, storm drains and flood control facilities.

1.3 SLCoHD will also report to the MSD any complaints received or violations discovered by SLCoHD personnel, during routine inspections or complaints at restaurants and other establishments, as applicable, which present a potential for a stormwater violation, discharge or spill in accordance with the UPDES UTR090101 Permit issued to the MSD as a small MS4.

1.4 SLCoHD will provide annual reports to the MSD that include the status of the complaints and actions taken in response to complaints in the Community, to resolve and finalize by documentation cases for the UPDES Permit annual report, and the Illicit Discharge Elimination (IDDE) control measures requirements.

1.5 SLCoHD agrees, through its regulations adopted by the Salt Lake County Board of Health pursuant to Section 9.04.060 of the County Code of Ordinances, which contains procedures for the enforcement of violations through civil, administrative or criminal proceedings depending on the severity of the violation, to help determine the severity of the enforcement of a violation.

1.6 SLCoHD will initiate and assist the MSD and the Community in appropriate enforcement actions to compel compliance and pursue sanctions for violations that coincide with the MSD’s UPDES Discharge Permit, UTR090101;

1.7 A courtesy copy of warning letters and Notice of Violation letters issued for stormwater discharges in the Community, will be provided electronically to the MSD Stormwater Program Coordinator.

2. **Greater Salt Lake Municipal Services District Responsibilities:**

2.1 The MSD will report to SLCoHD any incidents involving spills, releases or the discharge of pollutants, contaminants or wastes into the gutters and storm drains, including any evidence of spills discovered during routine Dry-Weather Screening within the Community covered by the permit.

2.2 Incidents within the Community will be reported immediately to the SLCoHD 24-Hour Hotline at (801) 580-6681 or to (385) 468-3862 during regular business hours.

2.3 The MSD shall participate with SLCoHD in investigating or any enforcement action within the Community initiated by SLCoHD.

2.4 Participation shall include but not be limited to providing information regarding permits, stormwater systems and mapping, tracking spills or storm drain systems, and recommendations for the extent of clean-up in the storm drain system within the Community.

2.5 The Greater Salt Lake Municipal Services District will handle Stormwater Pollution Prevention Permitting approvals and enforcement in accordance with the UPDES permit within the Community. The MSD Planning and Development Department will follow-up on conditions identified during restaurant and other applicable inspections that may lead to a stormwater violation. Follow-up reports will be sent to SLCoHD to document correction of the violations within the Community.

2.6 The MSD shall manage the construction and post construction activities related to stormwater and the UPDES Permit. Related activities include but are not limited to plan approvals, installation and post construction inspections, and management and maintenance of engineered controls within the Community.

3. **Coordination and Training:**

3.1 Representatives of the Parties will participate in the investigation and enforcement of alleged violations of Health Regulations and Rules in the Community's Ordinances designed to protect storm sewers and drains as required by the UPDES Stormwater Discharge Permit. In addition, the Parties shall confer to determine an appropriate legal remedy on a case-by-case basis, including administrative, civil and criminal actions.

4. **General Provisions:**

4.1 **Term and Termination.** The term of this Agreement shall commence upon the last to occur of: (a) each Party has approved the Agreement as provided in Utah Code Ann. § 11-13-202(2), (b) each Party has submitted the Agreement to an attorney for review as to proper form and compliance

with applicable law as provided in Utah Code Ann. § 11-13-202, 5(3), and (c) the signed Agreement has been filed with the keeper of records of each Party as provided in Utah Code Ann. § 11-13-209; and shall continue in effect for fifty (50) years unless earlier terminated by either Party giving six (6) months' written notice in advance to the other Party's designated representative. Such termination shall not be considered a breach of contract.

4.2 **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto. Should this Agreement fail, for any reason, to be effective under the Act it is nevertheless the intent of the Parties that, to the maximum extent allowed by law, this Agreement shall be effective and operative separate and apart from the Act.

4.3 **Amendment.** This Agreement may be modified, but only by an instrument in writing signed by the Parties hereto.

4.4 **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

4.5 **Representatives.** The Parties designate the following representatives to administer this Agreement and for the purpose of written notice:

COUNTY:

Ron Lund
rlund@saltlakecounty.gov
Substance Use Prevention Program Manager

Environmental Health Division

788 East Woodoak Lane
Murray, Utah 84107
Phone

With a copy to:
Emily Colvin, Division Contracts Admin
ecolvin@saltlakecounty.gov
385-468-4123

MSD:

Marla Howard
mahoward@msd.utah.gov
General Manager

Greater Salt Lake Municipal Services
District
860 Levoy Drive, Suite 300
Taylorsville, Utah 84123
(385)910-5600

4.6 **Notices.** Either Party may change its designated representative at any time by so notifying the other Party in writing. Any notice required hereunder shall be deemed sufficient if given in writing to the Parties' designated representatives identified in paragraph 4.5 herein or any subsequently identified designated representative.

4.7 **Compliance with Applicable Laws.** Each Party agrees to comply with all federal, state,

and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. MSD and County each certify that it is in compliance with Utah Code § 63G-27-201 and will remain in compliance for the duration of this Agreement. MSD is responsible, at its expense, to acquire, maintain, and renew during the Term any necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement. MSD and County are each subject to and shall fully comply with the Government Data Privacy Act, Utah Code §§ 63A-19-101 et seq., at MSD's or County's respective sole cost.

4.8 Governing Law. This Agreement shall be interpreted, construed, performed and enforced according to the substantive laws of the state of Utah. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

4.9 Interlocal Cooperation Act. The Parties agree that this Agreement will be entered into processed, approved, reviewed by an attorney as to legality, and filed in accordance with the provisions and requirements of the Interlocal Cooperation Act. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any budgeting and financing of such costs. No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

4.9.1 No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

4.9.2 Joint Board. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designated representative and the MSD's designated representative, with each having one (1) vote. The County and MSD may, by mutual written agreement, develop another process in place of a Joint Board to administer this Agreement

4.9.3 Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of a joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

4.9.4 Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and MSD in accordance with Utah Code Ann. § 11-13-202.5.

4.9.5 **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209.

4.10 **Ethical Standards.** The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria Ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in any applicable State statute or County Ordinance.

4.11 **Governmental Immunity and Indemnification.** The Parties are governmental entities as defined by the Governmental Immunity Act of Utah ("Immunity Act"), Utah Code Ann. §§ 63G-7-101 to -904. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts or omissions which are committed by it or by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Immunity Act or any other applicable law, nor does any Party waive any limits of liability currently provided by the Immunity Act. Both Parties maintain all privileges and immunities, and other rights granted by the Immunity Act and all other applicable law.

4.12 **Government Records Access Management Act.** MSD and the County each acknowledge that the other Party is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code §§ 63G-2-103 to -901. As a result, County and MSD are each required to disclose certain information and materials to the public, upon request. Each Party agrees to timely notify the other Party of requests for documents, materials, data and other records in its possession relating to this Agreement and its performance hereunder. Generally, any document submitted to County or to MSD is considered a "public record" under GRAMA. Any person who provides the County or the MSD a record that the person believes should be protected under Subsection 63G-2-305(1) or (2) of GRAMA shall provide both: (a) a written claim of

business confidentiality and (b) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

4.13 **Relationship of the Parties.** Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship between the Parties.

4.14 **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and no statements, promises, or inducements not contained in this Agreement shall be binding or valid.

4.15 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

4.16 **Severability.** The provisions of this Agreement are severable and, should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

4.17 **Cumulative Remedies.** The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

4.18 **Anti-Waiver Provision.** This Agreement may not be enlarged, modified, or altered, except by written amendment signed by the Parties. MSD understands that only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County or MSD to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates specified below.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

SALT LAKE COUNTY HEALTH DEPARTMENT

By: _____
Dorothy Adams
Executive Director

Date: _____

Division Director Initials: _____

SALT LAKE COUNTY HUMAN SERVICES

By: _____
Kelly Colopy
Director

Date: _____

REVIEWED AS TO FORM AND LEGALITY:

By: _____
Timothy J. Bywater
Deputy District Attorney

Date: _____

**GREATER SALT LAKE MUNICIPAL SERVICES
DISTRICT**

By: _____
Keith Zuspan, Board Chair

Date: _____

Attest:

Marla Howard, General Manager

Reviewed as to Form and Legality:

By: _____
Mark H. Anderson, Legal Counsel