

County Contract No. \_\_\_\_\_

District Attorney No. \_\_\_\_\_

## INTERLOCAL COOPERATION AGREEMENT

Between  
SALT LAKE COUNTY  
And  
CITY OF HOLLADAY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"), and CITY OF HOLLADAY, a municipal corporation of the State of Utah ("City"). The County and City are sometimes referred to as the "Parties".

### RECITALS

WHEREAS, County, for and on behalf of the County Surveyor's Office, and the City desire to enter into an Interlocal Cooperation Agreement providing for the City to purchase LiDAR data from the Salt Lake County Surveyor's Office; and

WHEREAS, County and City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et seq. to enter into agreements for the joint cooperation of the parties for the benefit of their residents;

NOW, THEREFORE, the County and City enter into the following Agreement:

1. Project. The City will purchase high-resolution LiDAR elevation data for the entire area defined in this Agreement. The data will be acquired by the County in the Fall of 2013. Pricing will be based on cost per square mile. City agrees that delays in acquiring the LiDAR data that are through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Finance. The City agrees to pay County the amount of \$1,746.40 for 8 square miles at a cost of \$218.30 per square mile for the services provided by the County Surveyor's Office, which payment will be made upon completion and delivery of the work described in paragraph 1 above. City agrees to tender payment in full no later than 30 days after delivery.

3. Ownership. County and the City will jointly own the LiDAR data. The City and the County may use the LiDAR data without restriction. The City will also have access to LiDAR data at no additional cost to those areas that border their City. The Parties understand that the State of Utah and USGS may use the LiDAR data without restriction.

4. Deliverables: The LiDAR data will be re-projected and tiled into State Plane Utah Central Zone Feet. The County will coordinate all deliverables and QA/QC with the Utah Automated Geographic Reference Center (AGRC)/ U.S. Geological Survey (USGS). The anticipated final delivery is April 2014. Final delivery may vary depending on weather conditions, flight times, and/or other technical issues.

5. Duration and Termination. This Agreement shall take effect upon execution of this Agreement and shall terminate on December 31, 2014 unless an extension is agreed to in writing. Either party may terminate this Agreement with thirty days notice as provided for in paragraph 7 of this Agreement.

6. Separate Legal Entity. This Agreement does not create a separate legal entity.

7. Liability and Indemnification. Both parties are governmental entities under the Utah Governmental Immunity Act, Title 63, Chapter 30, Utah Code Ann., 1953, as amended. Consistent with the terms of this 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 otherwise available under the Governmental Immunity Act.

8. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Mayor  
2001 South State Street, N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575

Salt Lake County Surveyor  
2001 South State Street, N1500  
PO Box 144575  
Salt Lake City, Utah 84114-4575

City: Stephanie Carlson, City Recorder  
Holladay City  
4580 South 2300 East  
Holladay, UT 84117

9. Miscellaneous Provisions. It is mutually agreed and understood by and between said Parties that:

A. Agents, employees, or representatives of each party shall not be deemed to be the agents, employees or representatives of the other;

B. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

C. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking.

D. The County designates Mark Miller as representative to assist in the management of this Agreement. The City designates Jonathon Teerlink as representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

APPROVED AND AGREED TO:  
SALT LAKE COUNTY SURVEYOR

By \_\_\_\_\_  
Reid J. Demman PLS, County Surveyor

Approved as to Form and Legality:

By \_\_\_\_\_  
Deputy District Attorney

Date \_\_\_\_\_

CITY OF HOLLADAY

By \_\_\_\_\_  
Mayor Dennis R. Webb or Designee

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to Form and Legality:

\_\_\_\_\_  
Attorney for \_\_\_\_\_

Date \_\_\_\_\_

CITY OF HOLLADAY

RESOLUTION No. 2014-No. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY, UTAH AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR THE PROVIDING OF LiDAR DATA FROM THE SALT LAKE COUNTY SURVEYORS OFFICE.

WHEREAS, the Salt Lake County Surveyor’s Office is presently updating LiDAR data for the use of governmental organizations; and

WHEREAS, such data can be beneficially utilized by various departments of the City of Holladay; and

WHEREAS, the proposed expense for such data is fair and reasonable based upon the square miles of the corporate limits of the City of Holladay; and

WHEREAS, the proposed expense of this Interlocal Agreement has been appropriated in Holladay City’s 2014 Fiscal Year Budget.

NOW THEREFORE be it resolved as follows:

Section 1. The Mayor is hereby authorized to sign the attached Interlocal Agreement which provides for the sharing of LiDAR data from the Salt Lake County Surveyor’s Office for Calendar Year 2014 for the cost of \$1,746.40.

Section 2. This Resolution shall take effect upon passing.

PASSED AND APPROVED this 9<sup>th</sup> day of January, 2014.

HOLLADAY CITY COUNCIL

By:

Robert Dahle, Mayor

[SEAL]

VOTING:

Lynn H. Pace	Yea _____	Nay _____
J. James Palmer, Jr.	Yea _____	Nay _____
Sabrina R. Petersen	Yea _____	Nay _____
Patricia Pignanelli	Yea _____	Nay _____
Steven H. Gunn	Yea _____	Nay _____
Robert Dahle	Yea _____	Nay _____

**ATTEST:**

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Stephanie N. Carlson, MMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this 9<sup>th</sup> day of January, 2014.

**RECORDED** this 9<sup>th</sup> day of January, 2014.

**NOTICE OF MEETING OF THE  
CITY OF HOLLADAY CITY COUNCIL  
THURSDAY, JANUARY 9, 2014**

**COUNCIL CHAMBERS  
4580 S 2300 E  
HOLLADAY, UTAH 84117**

**PUBLIC NOTICE IS HEREBY GIVEN** that the Holladay Municipal Council will hold a City Council meeting in the Council Chambers beginning at **7:30 p.m.** It is possible that a member of the Council will be participating by electronic means. The Council Chambers shall serve as the anchor location. *In an effort to conserve resources, the Council has gone paperless. Council Members will be using a variety of electronic devices during the meeting.*

**6:00 p.m. Swearing in of Elected Officials for 2014**

**7:30 p.m. Council Meeting**

**AGENDA**

- I. **Welcome** – Mayor Webb
- II. **Pledge of Allegiance**
- III. **Public Comments**  
*The public is invited to address the City Council on any subject for three minutes, five minutes for a group spokesperson, additional time allotted at the discretion of the Chair. Comments which cannot be made within these time limits should be submitted in writing to the City Recorder prior to noon the day before the meeting so they can be copied and distributed to the Council*
- IV. **Consideration of Resolution 2014-02 Appointing a Mayor Pro-tem**  
*(annual selection of a Mayor Pro-tem)*
- V. **Consideration of Resolution 2014-03 Authorizing Designated Individuals as Signatories on Various Financial Accounts** *(authorizes changes to who can sign checks)*
- VI. **Consideration of Resolution 2014-04 Authorizing the Mayor to Execute an Interlocal Agreement with Salt Lake County for the Providing of LiDar Data From the Salt Lake County Surveyors Office** *(allows city to purchase high-definition digital information from the County)*
- VII. **Consideration of Resolution 2014-05 Authorizing the Mayor to Execute an Interlocal Agreement with Salt Lake County for Participation as Co-Permittees in the UPDES Permit**
- VIII. **Motion to Authorize the Mayor to Sign a Declaration and Deed Consolidating Real Property at City Hall** *(This is housekeeping matter. The City is consolidating all the parcels in its name around City Hall)*
- IX. **Consent Agenda**
  - a. **Approval of Minutes** – November 14, December 5 & 12, 2013

- X. ***City Manager Report – Randy Fitts***
- XI. ***Council Reports***
- XII. ***Other Business***
- XIII. ***Adjourn City Council Meeting and Convene to a Council Work Meeting***
  - a. **Discussion on Proposed Panhandling Ordinance**
  - b. **Discussion on Proposed Non-Discrimination Ordinance**
  - c. **Discussion on Planning Commission appointments**
  - d. **Discussion on Conflict of Interest Disclosure Forms**
  - e. **Calendar – schedule of upcoming meetings**
    - Annual Planning Meeting – Jan. 11
    - Local Officials Day – Jan. 29
  - f. **Other Business – as may properly be introduced**
- XIV. ***Closed Session pursuant to Utah Code Section 52-4-204 & 205 to Discuss Personnel Issues, Potential Litigation and Property Acquisition and Disposition – (If needed)***
- XV. ***Adjourn Work Meeting***

**All details regarding the agenda may be found online at [www.cityofholladay.com](http://www.cityofholladay.com)**

On Monday, January 6, 2014 at 1:00 pm a copy of the foregoing notice was posted in conspicuous view in the front foyer of the City of Holladay City Hall, Holladay, Utah. A copy of this notice was faxed to the Salt Lake Tribune and Deseret News, newspapers of general circulation in the City by the Office of the City Recorder. A copy was also faxed or emailed to the Salt Lake County Council, Cottonwood Heights City and Murray City pursuant to Section 10-9-103.5 of the Utah Code. The agenda was also posted at City Hall, Holladay Library, City internet website at [www.cityofholladay.com](http://www.cityofholladay.com) and state noticing website at <http://pmn.utah.gov>.

*Reasonable accommodations for individuals with disabilities or those in need of language interpretation service can be provided upon request. For assistance, please call the City Recorder's office at 272-9450 at least three days in advance. TTY/TDD users should call 7-1-1.*

Dated this 6<sup>th</sup> day of January, 2014

Stephanie N. Carlson, MMC  
Holladay City Recorder



**HOLLADAY CITY**

**ORDINANCE NO. 2014-\_\_\_\_**

**AN ORDINANCE ENACTING TITLE \_\_\_\_, CHAPTERS \_\_\_\_ THROUGH \_\_\_\_ OF THE HOLLADAY CITY MUNICIPAL CODE IN ORDER TO ESTABLISH UNLAWFUL DISCRIMINATORY EMPLOYMENT AND HOUSING PRACTICES BASED ON SEXUAL ORIENTATION OR GENDER IDENTITY.**

**WHEREAS**, the Holladay City (the “*City*”) is a diverse community which is made up of a wide variety of groups, communities and individuals; and

**WHEREAS**, the City values this diversity among its citizens and visitors; and

**WHEREAS**, the City Council (the “*Council*”) has determined that discriminatory practices impede the social and economic progress of the City by preventing all people from contributing to or fully participating in the cultural, spiritual, social and commercial life of the community, which is essential to the growth and vitality of the City’s neighborhoods and businesses; and

**WHEREAS**, the Utah Antidiscrimination Act, Utah Code Section 34A-5-101 *et seq.* addresses employment-related discrimination based on race, color, religion, sex, pregnancy, childbirth or pregnancy-related conditions, national origin, age (if over 40 years of age), and disability, but does not address employment-related discrimination based on sexual orientation or gender identity; and

**WHEREAS**, the Council has determined that discrimination based on sexual orientation and gender identity are among the forms of discrimination that adversely affect the general welfare of the City and the vitality of its neighborhoods; and

**WHEREAS**, Utah Code Section 10-8-84(1) grants Salt Lake City the power to “provide for the safety” of and to “promote the prosperity . . . and comfort and convenience” of “the city and its inhabitants;” and

**WHEREAS**, the City Council of Holladay City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the residents of the City to adopt an ordinance prohibiting discrimination in employment and housing on the basis of sexual orientation and gender identity;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Holladay City, Utah, as follows:

**Section 1. Repealer.** Any provision of the Holladay City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

*Section 2. Enactment.* Title 26, Chapters 1 through 4 of the Holladay City Municipal Code are hereby enacted to read as follows:

**TITLE 26  
ANTI-DISCRIMINATION**

**Chapters:**

- 26-1 General Provisions.**
- 26-2 Employment Discrimination.**
- 26-3 Housing Discrimination.**
- 26-4 Offenses, Investigation and Enforcement.**

**TITLE 26-1  
GENERAL PROVISIONS**

**Sections:**

- 26-1-101. Purpose.**
- 26-1-102. Administration.**
- 26-1-103. Anti-Discrimination Board.**
- 26-1-104. No Private Right of Action; No Special Rights.**
- 26-1-105. Severability.**
- 26-1-106. Definitions.**

**26-1-101. PURPOSE.**

(1) Every individual in the City has the right to work and earn wages through gainful employment. Discriminatory employment practices are detrimental because they impede the social and economic progress of the City by preventing all of the City's citizens from contributing to or fully participating in the cultural, spiritual, social and commercial life of the community, which is essential to the growth and vitality of the City's neighborhoods and businesses. The Utah Antidiscrimination Act, Utah Code Section 34A-5-101 *et seq.*, addresses employment-related discrimination based on race, color, sex, pregnancy, childbirth or pregnancy-related conditions, religion, national origin, age (if 40 years of age or older), and disability, but does not address discrimination based on sexual orientation or gender identity.

(2) Every individual in the City has the right to seek housing. Discriminatory housing practices are detrimental because they impede the social and economic progress of the City by preventing all of the City's citizens from contributing to or fully participating in the cultural, spiritual, social and commercial life of the community, which is essential to the growth and vitality of the City's neighborhoods and businesses.

(3) The Utah Fair Housing Act, Utah Code Section 57-21-1 *et seq.*, addresses housing-related discrimination based on race, color, religion, sex, national origin, familial status, source of income, and disability, but does not address discrimination based on sexual orientation or gender identity.

The City has found that discrimination in employment and housing on the bases of sexual orientation and gender identity must be addressed. The denial or deprivation of employment rights and access to housing because of an individual's sexual orientation or gender identity is detrimental to the health, safety, and welfare of the City's citizens and damages the City's economic well-being. The purpose of this Title is to provide a clear and comprehensive mandate for the prevention and elimination of discrimination in employment and housing in the City against individuals based upon sexual orientation or gender identity and this Title shall be liberally construed to achieve that purpose.

**26-1-102. ADMINISTRATION.**

The City Manager is responsible for administering and implementing this chapter.

**26-1-103. ANTI-DISCRIMINATION BOARD.**

(1) The City Manager is authorized to establish the Anti-Discrimination Board and to appoint the three members of the Board.

(2) The term of each Board member shall be determined by the City Manager.

(3) Any member of the Board may be removed by the City Manager at any time. The City Manager shall select the chair of the Board.

(4) The Board may adopt rules of policy and procedure for the governing of meeting, its members, and the performance of its duties.

**26-1-104. NO PRIVATE RIGHT OF ACTION; NO SPECIAL RIGHTS.**

This Title does not create a private cause of action, nor does it create any right or remedy that is the same or substantially equivalent to the remedies provided under federal or state law. This Title does not create any special rights or privileges which would not be available to all of the City's citizens because every person has a sexual orientation and a gender identity.

**26-1-105. SEVERABILITY.**

If any section, sentence, paragraph, term, definition or provision of this Title is for any reason determined to be illegal, invalid, superseded by other authority or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, definition or provision of this chapter, all of which will remain in full force and effect.

**26-1-106. DEFINITIONS.**

In this Title:

(1) “*Anti-Discrimination Board*” or “*Board*” means the Board comprised of three persons appointed by the City Manager and operating as set forth in this Title.

(2) “*City*” means Holladay City, Utah.

(3) “*City Attorney*” means the duly appointed Holladay City Attorney and includes the City Attorney’s designated subordinate attorneys.

(4) “*City Manager*” means the duly appointed City Manager of Holladay City and includes the City Manager’s designated representatives.

(5) “*Complainant*” means a person, including the Board or a member of the Board, who files a complaint under this chapter.

(6) “*Conciliation*” means the attempted resolution of issues raised in a complaint filed under this chapter, or raised in the investigation of the complaint, through informal negotiations involving the Complainant, the Respondent, and the Board.

(7) “*Conciliation Agreement*” means a written agreement setting forth the resolution of issues by conciliation under this chapter.

(8) “*Discrimination*” means any direct or indirect exclusion, distinction, segregation, limitation, refusal, denial, or other differentiation in the treatment of a person because of a person’s actual or perceived sexual orientation or gender identity or because of a person’s association with any such person. Discrimination shall not be interpreted to require or to grant or accord preferential treatment to any person because of that person’s sexual orientation or gender identity.

(9) “*Dwelling*” means any building or structure, or a portion of a building or structure, occupied as, or designed or intended for occupancy as, a residence of one or more families inside the City and vacant land that is offered for sale or lease for the construction or location of a dwelling inside the City.

(10) “*Employee*” means any individual applying with or employed by an employer. The term does not include an elected official.

(11) “*Employer*” means any person employing fifteen (15) or more employees in the City for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year, and includes any agent of such a person.

(12) “*Employment Agency*” means any person, and any agent of a person, undertaking to procure employees or opportunities to work for any other person in the City or holding itself out to be equipped to procure employee or opportunities to work for any other person in the City.

(13) “*Gender Identity*” means a person’s actual or perceived gender identity, appearance, mannerisms, or other characteristics of an individual with or without regard to the person’s sex at birth.

(14) “*Labor Organization*” means any organization that exists for the purpose in whole or in part of collective dealing with Employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in connection with employment.

(15) “*Otherwise Qualified*” means a person who possesses the following required by an employer for any particular job, job classification, or position:

- (a) education;
- (b) training;
- (c) ability;
- (d) moral character;
- (e) integrity;
- (f) disposition to work;
- (g) adherence to reasonable rules and regulations; and
- (h) other job-related qualifications required by an employer.

(16) “*Person*” means one or more individuals, partnerships, associations, corporations, legal representatives, trusts or trustees, receivers and the City.

(17) “*Real Estate Broker or Salesperson*” means a principal real estate broker, an associate real estate broker, or a real estate sales agent as those terms are defined in Utah Code Section 61-2-2 or any successor provision.

(18) “*Religious Organization*” means a religious corporation, association, educational institution, society, trust or any entity or association which is a wholly owned or controlled subsidiary or agency of any religious corporation, association, society, trust or corporation sole.

(19) “*Rent*” means to lease, sublease, let, or otherwise grant for a consideration the right to occupy premises not owned by the occupant.

(20) “*Residential Real Estate Related Transaction*” means the making or purchasing loans or providing other financial assistance for purchasing, constructing, improving, repairing, or maintaining a dwelling; or secured by residential real estate; or selling, brokering, or appraising residential real property inside the City.

(21) “*Respondent*” means a person identified in a complaint as having committed an unlawful practice under this chapter.

(22) “*Sexual Orientation*” means a person’s actual or perceived orientation as heterosexual, homosexual, or bisexual.

(23) “*Unlawful Practice*” means a discriminatory act or practice relating to employment that is prohibited under this chapter.

## **CHAPTER 26-2 EMPLOYMENT DISCRIMINATION**

### **Sections:**

- 26-2-101. Unlawful Employment Practices.**
- 26-2-102. Exemptions.**
- 26-2-103. Unlawful Intimidation, Retaliation, and Coercion.**
- 26-2-104. Procedures for Filing Complaints.**

### **26-2-101. UNLAWFUL EMPLOYMENT PRACTICES.**

(1) *Employers.* An employer may not refuse to hire, promote, discharge, demote, or terminate any person, and may not retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against any person otherwise qualified because of a person’s sexual orientation or gender identity.

(2) *Employment agencies.* An employment agency may not refuse to list and properly classify for employment, or refuse to refer a person for employment, in a known available job for which the person is otherwise qualified because of a person’s sexual orientation or gender identity.

(3) *Labor organizations.* A labor organization may not exclude any person otherwise qualified from full membership rights in the labor organization, expel the person from membership in the labor organization, or otherwise discriminate against or harass any of the labor organization’s members in full employment of work opportunity, or representation, because of a person’s sexual orientation or gender identity.

(4) *Training programs.* An employer, labor organization, joint apprenticeship committee, or vocational school, providing, coordinating, or controlling apprenticeship programs, or providing, coordinating, or controlling on-the-job training programs, instruction, training, or retraining programs may not deny to, or withhold from, any qualified person, the right to be admitted to, or participate in any apprenticeship training program, on-the-job training program, or other occupational instruction, training or retraining program because of a person’s sexual orientation or gender identity.

(5) *Notices and advertisements.* Unless based upon a bona fide occupational qualification, or required by and given to an agency of government for security reasons, an employer, employment agency, or labor organization may not print, or circulate, or cause to be printed or circulated, any statement, advertisement, or publication, use any form of application for employment or membership, or make any inquiry in connection with prospective employment or membership that expresses, either directly or indirectly any limitation, specification, or discrimination because of a person's sexual orientation or gender identity.

(6) It is unlawful for a joint labor-management committee controlling apprenticeship or other training or retraining (including on-the-job training programs) to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification, or discrimination based on sexual orientation or gender identity.

(7) Nothing in this chapter prohibits a notice or advertisement from indicating a preference, limitation, specification, or discrimination based on sexual orientation or gender identity when sexual orientation or gender identity is a bona fide occupational qualification for employment.

(8) *No Preferential Treatment.* Nothing in this chapter shall be interpreted to require any employer, employment agency, labor organization, vocational school, joint labor-management committee, or apprenticeship program subject to this chapter to grant preferential treatment to any person because of the person's sexual orientation or gender identity on account of an imbalance which may exist with respect to the total number or percentage of persons of any sexual orientation or gender identity employed by any employer, referred or classified for employment by an employment agency or labor organization, admitted to membership or classified by any labor organization, or admitted to or employed in, any apprenticeship or other training program, in comparison with the total number or percentage of persons of that sexual orientation or gender identity available in the City's available work force.

**26-2-102. EXEMPTIONS.**

This chapter does not apply to:

- (1) a religious organization;
- (2) an expressive association whose employment of a person protected by this chapter would significantly burden the association's rights of expressive association under *Boy Scouts of America v. Dale*, 530 U.S. 640 (2000); the United States government, any of its departments or agencies, or any corporation wholly owned by it; or
- (3) the United States government, any of its departments or agencies, or any corporation wholly owned by it; or the State of Utah or any of its departments, agencies, or political subdivisions except for the City.

**26-2-103. UNLAWFUL INTIMIDATION, RETALIATION, AND COERCION.**

It is unlawful for any person to discriminate against, harass, threaten, harm, damage, or otherwise penalize another person for opposing an unlawful practice, for filing a complaint, or for testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing under this chapter.

**26-2-104. PROCEDURES FOR FILING COMPLAINTS.**

Any person who claims to have been injured by an unlawful employment practice subject to the City's jurisdiction under this Chapter may file a complaint in accordance with the provisions of Chapter 4 of this Title.

**CHAPTER 26-3  
HOUSING DISCRIMINATION**

**Sections:**

- 26-3-101. Unlawful Practices.**
- 26-3-102. Exemptions.**
- 26-3-103. Unlawful Intimidation, Retaliation, and Coercion.**
- 26-3-104. Procedures for Filing Complaints.**

**26-3-101. UNLAWFUL HOUSING PRACTICES.**

- (1) It is a discriminatory housing practice to do any of the following:
  - (a) refuse to sell or rent after the making of a bona fide offer, refuse to negotiate for the sale or rental, or otherwise deny or make unavailable any dwelling from any person because of the person's sexual orientation or gender identity;
  - (b) discriminate against any person in the terms, conditions, or privileges of the sale or rental of any dwelling or in providing facilities or services in connection with the dwelling because of the person's sexual orientation or gender identity;
  - (c) represent to any person that any dwelling is not available for inspection, sale, or rental when in fact the dwelling is available;
  - (d) to make a representation orally or in writing or make, print, circulate, publish, post, or cause to be made, printed, circulated, published, or posted any notice, statement, or advertisement, or to use any application form for the sale or rental of a dwelling, that directly or indirectly expresses any preference, limitation, or discrimination based on sexual orientation or gender identity, or expresses any intent to make any such preference, limitation, or discrimination;



(e) to induce or attempt to induce, for profit, any person to buy, sell, or rent any dwelling by making representations about the entry or prospective entry into the neighborhood of persons of a particular sexual orientation or gender identity;

(f) engage in any discriminatory housing practices because of sexual orientation or gender identity based upon a person's association with another person.

(2) It is a discriminatory housing practice for a real estate broker or salesperson to do any of the following because of a person's sexual orientation or gender identity:

(a) to discriminate against any person in making available a residential real estate transaction, or in the terms or conditions of the transaction, inside the City, because of a person's sexual orientation or gender identity;

(b) to deny any person access to, or membership or participation in, any multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings inside the City or to discriminate against any person in the terms or conditions of access, membership, or participation in the organization, service, or facility inside the City because of a person's sexual orientation or gender identity; or

(c) engage in any discriminatory housing practices inside the City because of sexual orientation or gender identity based upon a person's association with another person.

(3) *Exceptions.* This chapter does not apply to the following:

(a) The sale or rental of any single-family dwelling, if the owner:

(i) does not own an interest in or title to four or more single-family dwellings held for lease or sale at one time located inside the City;

(ii) has not sold two or more single-family dwellings inside the City in which the owner did not reside in the dwelling within the 24-month period preceding the sale or rental of the dwelling; and

(iii) does not use the services or facilities of any real estate broker, agent, or salesperson, or of any other person in the business of selling or renting dwellings, in connection with the sale or rental of the dwelling inside the City.

(b) The rental of a dwelling that is occupied or intended to be occupied by no more than four families living independently of each other, when the owner actually maintains and occupies part of the dwelling as a residence.

(c) Nothing in this section prohibits conduct against a person because of the person's conviction by a court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance under state or federal laws.

**26-3-102. EXEMPTIONS.**

(1) This chapter does not apply to a temporary or permanent residence facility operated by a nonprofit organization, a charitable organization, or a person in conjunction with a religious organization, association, or society, including any dormitory operated by a public or private educational institution, if the discrimination is based on sexual orientation or gender identity for reasons of personal modesty or privacy or in the furtherance of a religious organization's sincerely held religious beliefs.

(2) This chapter does not prohibit or restrict a religious organization or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization from limiting the sale, rental, or occupancy of dwellings it owns or operates for primarily noncommercial purposes to persons of the same religion, or from giving preference to such persons.

(3) This chapter does not prohibit distinctions based on a person's inability or failure to fulfill the terms and conditions, including financial obligations, of a lease, rental agreement, contract of purchase or sale, mortgage, trust deed, or other financing agreement.

(4) This chapter does not apply to: (1) the United States Government, any of its departments or agencies, or any corporation wholly owned by it; or (2) the government of the State of Utah or any of its departments, agencies, or political subdivision, except for the City.

**26-3-103. UNLAWFUL INTIMIDATION, RETALIATION, AND COERCION.**

It is unlawful for any person to discriminate against, harass, threaten, harm, damage, or otherwise penalize another person for opposing an unlawful practice, for filing a complaint, or for testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing under this chapter.

**26-3-104. PROCEDURES FOR FILING COMPLAINTS.**

Any person who claims to have been injured by an unlawful housing practice may file a complaint in accordance with the provision of Chapter 4 of this Title.

**CHAPTER 26-4**  
**OFFENSES, INVESTIGATION AND ENFORCEMENT**

**Sections:**

- 26-4-101. Offenses and Penalties.**
- 26-4-102. Complaint.**
- 26-4-103. Investigation.**
- 26-4-104. Conciliation.**
- 26-4-105. Enforcement.**

**26-4-101. OFFENSES AND PENALTIES.**

(1) A person commits an unlawful practice and violates this Title if the person intentionally or knowingly violates a provision of this Title or if the person intentionally or knowingly obstructs or prevents compliance with this Title.

(2) An unlawful practice committed under this Title by a Respondent owning or operating fifty (50) or fewer dwellings or employing fourteen (14) or fewer employees is punishable by a fine of not more than \$500.00.

(3) An unlawful practice committed under Title by a Respondent owning or operating fifty-one (51) or more dwellings or by a Real Estate Broker or Salesperson or employing fifteen (15) or more employees is punishable by a fine of not more than \$1,000.00.

**26-4-102. COMPLAINT.**

(1) Any person who claims to have been injured by an unlawful practice may file a complaint with the Board. A complaint may also be filed by the Board if the Board has reasonable cause to believe that a person has committed an unlawful practice under this Title. A complaint must be filed within 180 calendar days after an alleged unlawful practice has occurred.

(2) A complaint must be in writing on a form provided by the Board, made under oath or affirmation, and contain the following information:

- (a) the Complainant's name, address, and signature;
- (b) the date the alleged unlawful practice occurred;
- (c) a statement of the facts upon which the allegation of an unlawful practice are based; and
- (d) the Respondent's name and address.

(3) Promptly after the filing of a complaint, the Board shall:

(a) provide the Respondent named in the complaint written notice that a complaint alleging the commission of an unlawful practice has been filed against the Respondent;

(b) furnish a copy of the complaint to the Respondent; and

(c) advise the Respondent of the Respondent's procedural rights and obligations, including the right to file a written, signed, and verified informal answer to the complaint within 15 calendar days after service of notice of the complaint.

(4) Not later than the 15<sup>th</sup> day after service of the notice and copy of the complaint, a Respondent may file an answer to the complaint. The answer must be in writing, made under oath or affirmation, and contain the following information:

(a) the Respondent's name, address, telephone number, and signature of the Respondent or the Respondent's attorney, if any; and

(b) a concise statement of facts in response to the allegations in the complaint, including facts of any defense or exception.

**26-4-103. INVESTIGATION.**

(1) Upon the filing of a complaint, the Board shall commence an investigation to determine the facts behind the complaint and whether there is reasonable cause to believe the Respondent committed an unlawful practice, except that no investigation may commence if, after reviewing the allegations of the complaint, the Board determines that the complaint does not come within the scope of this chapter. Upon determining that a particular complaint does not come within the scope of this chapter, the Board shall dismiss the complaint, notify the Complainant and the Respondent and take no further action.

(2) In connection with any investigation of a complaint filed under this chapter, the board shall seek the voluntary cooperation of any person to:

(a) obtain access to premises, records, documents, individuals, and any other possible source of information;

(b) examine, record, and copy necessary materials; and

(c) take and record testimony or statements of any person reasonably necessary for the furtherance of the investigation.

(3) The Board may dismiss a complaint during the investigation and prior to referral to the City Attorney if the Board determines that:

- (a) the complaint was not filed within the required time period;
- (b) the location of the alleged unlawful practice is not within the City's jurisdiction;
- (c) the alleged unlawful practice is not a violation of this chapter;
- (d) the Complainant refuses to cooperate with the Board in the investigation of the complaint or enforcement of an executed conciliation agreement;
- (e) the Complainant cannot be located after the Board has performed a reasonable search; or
- (f) a conciliation agreement has been executed by the Complainant and Respondent.

**26-4-104. CONCILIATION.**

(1) During or after the investigation, but subsequent to the mailing of the notice of the complaint to the Respondent, the Board shall, if it appears that the Respondent has committed an unlawful practice, attempt to conciliate the complaint. In conciliating a complaint, the Chair of the Board, or a member of the Board designated by the Chair, shall try to achieve a just resolution and obtain assurances that the Respondent will satisfactorily remedy any violation of the Complainant's rights and take action to ensure the elimination of both present and future unlawful practices. A conciliation agreement may include: sensitivity training for the Respondent and/or the Respondent's employees; the Respondent's agreement to adopt and pursue a policy of non-discrimination in its practices; and the Respondent's agreement to not engage in discriminatory practices in the future.

(2) A conciliation agreement executed under this section must be in writing in a form approved by the City Attorney and must be signed and verified by the Respondent and the Complainant, subject to approval of the Chair of the Board who shall indicate approval by signing the agreement.

(3) If a Respondent voluntarily enters into a conciliation agreement, the Board shall immediately dismiss the complaint.

**26-4-105. ENFORCEMENT.**

(1) If, upon completion of an investigation of a complaint, the Board determines that an unlawful practice has occurred and is unable to secure an acceptable conciliation agreement from the Respondent, then the Board shall refer the case to the City Attorney.

(2) The Board shall refer the entire file to the City Attorney, who shall determine how best to pursue further action, if any, on the complaint.

(3) If the City Attorney determines that cause exists that an unlawful practice occurred and the facts are sufficient to warrant the initiation of an action through the Holladay City Administrative Code Enforcement Hearing Program set forth in Title 10 of this Code, then the City Attorney shall provide written notification to the Respondent and the Complainant that an action to enforce this Title will be initiated. The enforcement process and proceedings shall be in compliance with the rules and provisions set forth in Title 10 of this Code.

(4) If the City Attorney determines that there is no cause that an unlawful practice occurred or that the facts are insufficient to warrant the initiation of an action in justice court, the City Attorney shall provide written notification to the Respondent and the Complainant and notify the Board who shall then dismiss the complaint.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting in the manner required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**HOLLADAY CITY COUNCIL**

By:

\_\_\_\_\_  
Robert Dahle, Mayor

[SEAL]

**VOTING:**

Lynn H. Pace	Yea	_____	Nay	_____
J. James Palmer, Jr.	Yea	_____	Nay	_____
Sabrina R. Petersen	Yea	_____	Nay	_____
Patricia Pignanelli	Yea	_____	Nay	_____
Steven H. Gunn	Yea	_____	Nay	_____
Robert Dahle	Yea	_____	Nay	_____

**ATTEST:**

\_\_\_\_\_  
Stephanie N. Carlson, MMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this \_\_\_\_ day of \_\_\_\_\_, 2014.

**RECORDED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF HOLLADAY**

**RESOLUTION NO. 2014-**

**A RESOLUTION SELECTING A MAYOR *PRO TEMPORE* FOR THE CITY OF HOLLADAY.**

**WHEREAS**, the policies of the Municipal Council of Holladay provide for the annual selection of a Mayor *Pro Tempore*; and

**WHEREAS**, such selection shall occur at the first regular council meeting after the swearing in or first regular meeting of the calendar year; and

**WHEREAS**, the City Council has met in regular session to consider this selection.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Holladay that it\_\_\_\_\_. to serve as Mayor *Pro Tempore* during Calendar Year 2014 or until a successor is selected.

**PASSED AND APPROVED** this 9<sup>th</sup> day of January, 2014.

**HOLLADAY CITY COUNCIL**

By: \_\_\_\_\_  
Rob Dahle, Mayor

[SEAL]

**VOTING:**

Lynn Pace	Yea	___	Nay	___
J. James Palmer, Jr.	Yea	___	Nay	___
Sabrina Petersen	Yea	___	Nay	___
Patricia Pignanelli	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Rob Dahle	Yea	___	Nay	___

**ATTEST:**

---

Stephanie N. Carlson, CMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this 9<sup>th</sup> day of January, 2014.

**RECORDED** this 9<sup>th</sup> day of January, 2014.



**CITY OF HOLLADAY**

**ORDINANCE NO. 2014 - \_\_\_\_**

**AN ORDINANCE ENACTING CITY CODE SECTION \_\_\_\_\_  
PROHIBITING THE UNSAFE TRANSFER OF MONEY OR OTHER  
PERSONAL PROPERTY IN A ROADWAY.**

**WHEREAS**, there have been increasing incidents of individuals and groups entering the travel portion of a roadway and the entrances and exits of public parking lots to seek money and/or personal property from motorists; and

**WHEREAS**, the Holladay City Municipal Council finds that such incidents have the potential of distracting drivers and causing (i) accidents and injuries to pedestrians and motorists, and (ii) damage to property; and

**WHEREAS**, these incidents also have the potential to slow and interrupt the safe and orderly flow of traffic thereby causing (i) increased delay, (ii) vehicle idling and air pollution, and (iii) motorist frustration, annoyance, anxiety and aggressive behavior; and

**WHEREAS**, the City of Holladay desires to create a public atmosphere conducive to the cautious, efficient, and less disconcerting flow of both pedestrian and vehicular traffic in and near roadways, and desires to promote the public's health, safety and general welfare; and

**WHEREAS**, the Municipal Council finds that the transfer of money or other personal property to and/or from a person in a motor vehicle while that vehicle is in the travel portion of a roadway and at the entrances and exits of public parking lots impedes the flow of pedestrian and vehicular traffic, delays travel, and contributes to increased vehicle idling and air pollution;

**WHEREAS**, the Municipal Council finds that the transfer of money or other personal property between persons while a vehicle is not legally parked puts the health, safety, and general welfare of driver and pedestrian at greater risk; and

**WHEREAS**, on \_\_\_\_\_, the Municipal Council held a duly noticed public meeting to consider this matter; and

**WHEREAS**, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the provisions prohibiting the transfer of money and personal property in the roadway as set forth below should be adopted for the reasons set forth above-including promoting the orderly flow of traffic and reducing delay, vehicle idling and air pollution, and motorist frustration, annoyance and hostility; and (ii) such action reasonably furthers the health, safety and general welfare of the citizens of Holladay City.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Holladay, Utah as follows:

**PART I:**

Section \_\_\_\_\_ of the Municipal Code is hereby enacted as follows:

Section \_\_\_\_\_ Unlawful Transfer on a Roadway.

- (1) It is the intent of this Section to enhance the safety of pedestrians and motor vehicle occupants on public roadways and public parking lots within Holladay City limits; to assure the free, orderly, and undisrupted movement of motor vehicles on public roadways within Holladay City municipal limits; and to ensure that transactions between pedestrians and motorists within Holladay City limits are undertaken in an orderly manner and do not create motorist frustration, annoyance or hostility. This Section is intended to apply evenhandedly to all persons who engage in the activities proscribed regardless of their intent or any message they may be attempting to communicate incidental to the proscribed activity.
- (2) For purposes of this Section, the following definitions shall apply:
  - a. "Roadway" means the travel portion of: (i) streets and parking areas within the boundary of the pedestrian mall designated by Holladay City Code \_\_\_\_\_, (ii) highways owned and maintained by the State of Utah or Salt Lake County, and (iii) Holladay City streets designated as collector or arterial streets.
  - b. "Legally Parked" means a vehicle that is standing, stopped, or otherwise appropriately parked in an area designed or legally authorized for parking.
- (3) It shall be unlawful for a person:
  - a. while a pedestrian, to accept, take or otherwise obtain possession or control of any money or personal property from a person within a motor vehicle while that motor vehicle is within a Roadway or on publicly owned property used as an entrance or exit to a Roadway;
  - b. while a driver or passenger in a motor vehicle in a Roadway or on publicly owned property used as an entrance or exit to a Roadway, to give, hand over, or relinquish possession or control of any money or personal property to a pedestrian.
- (4) Notwithstanding anything to the contrary in this Section, the activities proscribed by this Section shall not be unlawful if: (i) such actions are required as the result of a traffic accident, medical emergency, or similar exigent circumstances; (ii) such actions are directed by a peace officer or authorized traffic control officer in the course of their

official duties, or (iii) the transaction is undertaken after the motor vehicle has been Legally Parked.

(5) Any person violating this subsection shall be guilty of a Class C Misdemeanor.

**PART II:**

- (1) If a provision of this Ordinance conflicts with a provision of a previously adopted ordinance, this Ordinance shall prevail.
- (2) This Ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder of the Ordinance shall not be affected thereby.
- (3) The Municipal Council hereby directs that the official copy of the Holladay City Code be updated to reflect the provisions enacted by this Ordinance.
- (4) This Ordinance shall take effect immediately after being posted or published as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Robert Dahle, Mayor

[SEAL]

**VOTING:**

Lynn H. Pace	Yea	_____	Nay	_____
J. James Palmer, Jr.	Yea	_____	Nay	_____
Sabrina R. Petersen	Yea	_____	Nay	_____
Patricia Pignanelli	Yea	_____	Nay	_____
Steven H. Gunn	Yea	_____	Nay	_____
Robert Dahle	Yea	_____	Nay	_____

**ATTEST:**

\_\_\_\_\_  
Stephanie N. Carlson, MMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this \_\_\_\_ day of \_\_\_\_\_, 2014.

**RECORDED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

**RESOLUTION NO. 2014-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING DESIGNATED INDIVIDUALS AS SIGNATORIES ON VARIOUS FINANCIAL ACCOUNTS.**

**WHEREAS**, the City of Holladay (the “City”) has financial accounts with various financial institutions within the State of Utah; and

**WHEREAS**, said institutions require that signatories on said accounts be approved by resolution of the governing body; and

**WHEREAS**, changes in the membership in the City Council require that a new Resolution be considered and reviewed.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Holladay that the following individuals be authorized to sign on behalf of the City for all accounts with Zions First National Bank:

Lynn H. Pace  
J. James Palmer, Jr.  
Sabrina R. Petersen  
Patricia Pignanelli

Steven H. Gunn  
Rob Dahle  
Randy G. Fitts  
Fred Wunderli

**PASSED AND APPROVED** this 9<sup>th</sup> day of January, 2014.

**HOLLADAY CITY COUNCIL**

By:

\_\_\_\_\_  
Rob Dahle, Mayor

[SEAL]

**VOTING:**

Lynn H. Pace	Yea ___	Nay ___
J. James Palmer, Jr.	Yea ___	Nay ___
Sabrina R. Petersen	Yea ___	Nay ___
Patricia Pignanelli	Yea ___	Nay ___
Steven H. Gunn	Yea ___	Nay ___
Rob Dahle	Yea ___	Nay ___

**ATTEST:**

---

Stephanie N. Carlson, MMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this 9<sup>th</sup> day of January, 2014.

**RECORDED** this 9<sup>th</sup> day of January, 2014.



# HOLLADAY CITY COUNCIL SUMMARY REPORT

**MEETING DATE:** January 9, 2014

**AGENDA ITEM:**

Consideration of Resolution 2014-\_\_\_\_ authorizing the mayor to execute an Interlocal Agreement between Salt Lake County and City of Holladay regarding sharing of LiDAR elevation data from the Salt Lake County Surveyor.

**SUBJECT:**

The Salt Lake County Surveyor's Office prepares electronic data for cities within the county known as high resolution LiDAR elevation data. This data is very useful for planning and zoning and engineering purposes within the city. The county charges a fee for this data based on the 8 square miles within the city. The cost for this data is a one time expense of \$1,746.40. The county and the city will jointly own the information.

**SUBMITTED BY:** Jon Teerlink/Craig Hall

**RECOMMENDATION:**

Planning and Zoning and the engineering departments of the city approve the proposal

**CONTACT PERSON:** Jonathan Teerlink.

**EXHIBITS:**

Proposed resolution and agreement

**FISCAL IMPACT:** One-time cost of \$1,746.40. Money is budgeted is the current year's budget.

**STAFF RECOMMENDATION (MOTION READY):**

I move that Resolution 2014-\_\_\_ be approved authorizing the mayor to execute an Interlocal Cooperative Agreement Between Salt Lake County and City of Holladay regarding LiDAR elevation data.

**CITY OF HOLLADAY**

**RESOLUTION NO. 2014-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY,  
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 City of Holladay (“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 9<sup>th</sup> day of January, 2014.

**HOLLADAY CITY COUNCIL**

By:

---

Rob Dahle, Mayor



[SEAL]

**VOTING:**

Lynn H. Pace	Yea	_____	Nay	_____
J. James Palmer, Jr.	Yea	_____	Nay	_____
Sabrina R. Petersen	Yea	_____	Nay	_____
Patricia Pignanelli	Yea	_____	Nay	_____
Steven H. Gunn	Yea	_____	Nay	_____
Rob Dahle	Yea	_____	Nay	_____

**ATTEST:**

\_\_\_\_\_  
Stephanie N. Carlson, MMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this 9<sup>th</sup> day of January, 2014.

**RECORDED** this 9<sup>th</sup> day of January, 2014.

**INTERLOCAL COOPERATION AGREEMENT**

**between**

**SALT LAKE COUNTY**

**and**

**HOLLADAY 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"), 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,” 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.

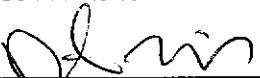
8. This Agreement embodies the entire agreement between the parties hereto and cannot be altered except in a written amendment signed by the parties.

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

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

Approved as to form:

  
\_\_\_\_\_  
Date: 17 Dec 2013

**HOLLADAY CITY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
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	x/x/2009	PV13158	PV11132C

<u>Municipality</u>	<u>Legal Jurisdiction</u>	<u>MS4 boundary</u>	<u>Date of Inclusion</u>	<u>CO#</u>	<u>Media#</u>
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	PV13161	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