

REQUEST FOR COUNCIL ACTION

SUBJECT: Interlocal Stormwater Co-Permittee Cooperation Agreement between the City of West Jordan and Salt Lake County.

SUMMARY: The State of Utah Department of Environmental Quality issued a new stormwater discharge permit to the "Jordan Valley Municipalities," located within the boundaries of Salt Lake County. The permit became effective on September 5, 2013. The Interlocal Cooperation Agreement with Salt Lake County assists the City to administer, implement, and comply with the permit.

FISCAL

IMPACT: Funding for the State Permit, County Interlocal Agreement, and administration and implementation of the City's stormwater program are allocated from stormwater utility fee revenues.

STAFF RECOMMENDATION:

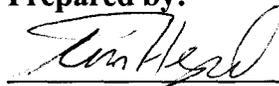
Staff recommends the City Council approve attached Resolution No. 14-15 authorizing the Mayor to execute two original copies of the Interlocal Cooperation Agreement between West Jordan City and Salt Lake County for Participation as Co-Permittee under UPDES Permit No. UTS000001 (Jordan Valley Municipalities).

MOTION RECOMMENDED:

"I move to adopt Resolution No. 14-15 authorizing the Mayor to execute two original copies of the Interlocal Cooperation Agreement between West Jordan City and Salt Lake County for Participation as Co-Permittee under UPDES Permit No. UTS000001 (Jordan Valley Municipalities).

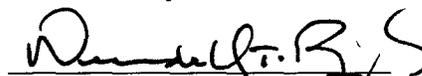
Roll Call vote required

Prepared by:



Tim Heyrend, P.E.
Utilities Engineer

Reviewed by:



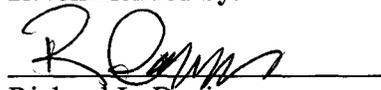
Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:



Jeffery Robinson
City Attorney

Recommended by:



Richard L. Davis
City Manager

Description

The State of Utah Department of Environmental Quality issued a new stormwater discharge permit UTS000001 to the “Jordan Valley Municipalities,” located within the boundaries of Salt Lake County. The permit became effective on September 5, 2013, and allows the City to discharge stormwater to the Jordan River and other water bodies of the State with stipulations. The permit establishes many requirements that must be met in order for the City to discharge including public education, annual report submittals, community involvement, storm system maintenance and upgrades, construction best management practices, post-construction structures to control runoff and improve water quality, municipal good housekeeping and best management practices, and training and educating contractors, businesses, and staff.

Some of the State permit requirements are more effectively handled through the County with an Interlocal Cooperation Agreement. A previous permit and Interlocal Agreement with the County has been in place since 2003. The Interlocal Cooperation Agreement helps the City to fulfill the requirements of the State permit by sharing responsibilities with the County through its stormwater program.

Some of the responsibilities of the County, under the Interlocal Cooperation Agreement, are 1) permit administration; 2) a core County-wide public education and outreach program for media advertising, 3) educational material for elementary school children and City fairs, 4) a stormwater website <http://www.stormwatercoalition.org/>, with facts, information, and educational commercials, 5) social media platforms on facebook and twitter; 6) a public involvement and participation program; 7) a county-wide storm system map to assist in spills tracking and with emergency response through the health department. The cost to the City for the services listed above is \$10,000 a year, or about 10 cents per resident. The City Council has already approved this funding through 2016 from the stormwater utility fund.

By combining staff resources and revenues together with other Cities through the Interlocal Agreement, the permit administration is more manageable, a stormwater coalition is created to achieve permit compliance and increased representation with the State, and the education and media campaign reaches more people and costs less than if West Jordan were to do this on its own.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation
RESOLUTION NO. 14-15

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST JORDAN CITY AND SALT LAKE COUNTY FOR PARTICIPATION AS STORMWATER DISCHARGE CO-PERMITTEES UNDER UPDES PERMIT NO. UTS000001 (JORDAN VALLEY MUNICIPALITIES)

Whereas, the City Council of the City of West Jordan has reviewed the Interlocal Cooperation Agreement Between West Jordan City and Salt Lake County for Participation as Stormwater Discharge Co-Permittees under UPDES Permit No. UTS000001 (Jordan Valley Municipalities), (a copy of which is attached hereto); and

Whereas, the City Council of the City of West Jordan desires that the aforementioned Agreement be executed by the Mayor; and

Whereas, the Mayor is authorized to execute this agreement.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form by the West Jordan City Attorney, the Mayor is hereby authorized and directed to execute two original copies of the Interlocal Cooperation Agreement between West Jordan City and Salt Lake County for Participation as Stormwater Discharge Co-Permittees under UPDES Permit No. UTS000001 (Jordan Valley Municipalities).

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 29th day of January 2014.

CITY OF WEST JORDAN

ATTEST:

By: _____
Mayor Kim V. Rolfe

MELANIE BRIGGS
City Recorder

Voting by the City Council

Jeff Haaga
Judy Hansen
Chris McConnehey
Chad Nichols
Ben Southworth
Justin D. Stoker
Mayor Kim V. Rolfe

"AYE"

"NAY"

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

WEST JORDAN 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;

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

A G R E E M E N T

1. The COUNTY and the CITY agree to be co-permittees under the existing Permit for the geographic area, which includes all of the municipal separate storm water systems

belonging to and operated by the parties to this Agreement as described in Section 1.2.1 of the Permit and in “Exhibit B.”

2. As co-permittees, each party agrees to implement and enforce within its own jurisdiction its own responsibilities for complying with the Permit requirements including, but not limited to, those responsibilities and requirements listed in the Co-Permittee Accountability statement. The Co-Permittee Accountability statement is attached hereto as Exhibit “C” and incorporated herein.

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

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

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

6. No separate entity is created by this Agreement; however, to the extent that any

administration of this Agreement becomes necessary, then the Public Works Director or City Engineer of each party, or their designees, shall constitute a joint board for such purpose.

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

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

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

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

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved as to form:

Date: _____

_____ **CITY**

By: _____
Title: _____

Approved as to form:

Daniel Olson

Date: 1/22/14

EXHIBIT B

(Appendix I of the Permit)

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

<u>Municipality</u>	<u>Legal Jurisdiction(1.2)</u>	<u>MS4 boundary</u>	<u>Date of inclusion</u>	<u>CONTRACT#</u>	<u>Media #</u>
Salt Lake County	All area within the County Boundaries not incorporated Into municipalities and inter- Jurisdictional drainage systems County-wide identified in County ordinance Title 17.08.	County-wide various	7/1/1995	Administrators of both contracts and the permit itself	

<u>Municipality</u>	<u>Legal Jurisdiction</u>	<u>MS4 boundary</u>	<u>Date of Inclusion</u>	<u>CO#</u>	<u>Media#</u>
Bluffdale City	All areas within the incorporated boundary of the municipality	Coincides with the incorporated boundary of the municipality	10/14/2003	PV13157	PV12134C
Cottonwood Heights City	All areas within the incorporated boundary of the municipality	Coincides with the incorporated boundary of the municipality	1/27/2009	PV13158	PV11132C

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

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

EXHIBIT C

CO-PERMIT REQUIREMENT ACCOUNTABILITY (sections 1.5, 1.6, 4. 4)

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

- Task 1. County will prepare and administer the Co-Permittee Identification and Accountability document Exhibit 'B' (this document), the jurisdictional boundary document 'Exhibit C', and the co-permittee interlocal agreement document (identified in Part 1.5), at no direct cost to the City. City shall provide necessary information in a timely fashion to County for inclusion into these documents.
- Task 2. County will develop and implement a core County-wide Public Education and Outreach program identified in 'Exhibit D' at direct cost to the City as agreed to in the INTERLOCAL MEDIA agreement, already in place (reference or exhibit 'XX'-the Inter-local Media agreement). The program will be coordinated through the Storm water Coalition, intended as part or all of Minimum Control Measures 1 and 2 in the permit.
- Task 3. County will develop a portion of a public involvement/participation program identified in 'EXHIBIT D', at direct cost to the City as agreed to in the INTERLOCAL MEDIA agreement. This program will also be identified and intended as part or all of the Minimum Control measures 1 and 2 in the Permit.. The program will be coordinated through the Storm water Coalition, and is also listed in 'EXHIBIT D'.
- Task 4. County will maintain and submit to the State the identified sections in Appendix I, which will include the City's required information. If boundaries or jurisdictions change during the year, City shall provide necessary information for this submittal to the County, (the updated version), in a compatible electronic format as required. Information must be provided to the County at least 45 days prior to report submission of the annual report deadline (Section 5.6). If City fails to submit information to County as described, COUNTY shall not be liable.
- Task 5. County will maintain a County wide storm water system map, and distribute to County wide agencies, to assist in Spills, Tracking, Emergency responses on behalf of all the County and city MS4. The distribution list will include The Salt Lake County Health Department, The Emergency agencies (VECC, Unified Fire and Police) and any other agency that may need help to track events affecting or using our storm drain systems.

Exhibit D

SALT LAKE County Contract No. PV11154C
D.A. No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEST JORDAN CITY AND SALT LAKE COUNTY
FOR
COST SHARING
2011 -2016 UPDES MEDIA CAMPAIGN

THIS AGREEMENT is made this 26 day of October, 2011, by and between WEST JORDAN City, a municipal corporation of the State of Utah, hereinafter "City," and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter "County."

WITNESSETH:

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, section 11-13-101, et seq., U.C.A., to enter into agreements with each other which will enable them to make the most efficient use of their powers; and,

WHEREAS, in connection with the Utah Pollutant Discharge Elimination System, hereinafter "UPDES", permitting process, the parties desire to cooperate with each other in funding a 2011 through 2016 multi-media public information and education campaign, hereinafter "campaign," for the purpose of increasing public awareness about storm water pollution and educating the public about the prevention of storm water pollution in the *City* and the County; and,

WHEREAS, the parties desire to enter into an agreement whereby their respective responsibilities concerning the campaign are specifically set forth;

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

1. **Media Campaign Services.** The County has obtained the services of a consultant and has developed a plan for the public education and awareness campaign, which will consist of many phases of development for the benefit of all coalition participants.

2. **Budget.** The proposed budget for the campaign is \$ 178,000 per year, and includes the components and funding shown on *Appendix A* which is incorporated as part of this agreement.

3. **County Responsibilities.** The County shall be responsible for all matters pertaining to administering the campaign and the consultant's contract, and shall further be responsible for providing all funds necessary to complete the campaign over and above the sum to be provided by the City as set forth in paragraph 5 below.

4. **City Responsibilities.** The City shall pay to the County the sum of \$10,000 per year as the City's share of the costs of funding the initial phase of the campaign. Such payment shall be made within thirty (30) days after execution of this agreement by the parties.

5. **No Interlocal Entity.** Pursuant to Utah Code Annotated 11-13-206(b), the parties agree that they do not by this agreement create an interlocal entity.

6. **Joint Board.** Pursuant to Utah Code Ann. 11-13-207, the parties agree that the cooperative undertakings under this agreement shall be administered by a joint board, the "Board" consisting of the City's mayor (or designee) and the County's Public Works Director (or designee). No real or personal property shall be acquired, held and disposed of by this agreement.

7. **Termination.** Pursuant to Utah Code Ann. 11-13-206(a), the parties agree that this agreement may be terminated (with or without cause) by either party upon at least thirty (30) days prior written notice to the other party, in which event an accounting shall be made of all funds not spent or encumbered as of the date of termination.

8. *Term.* This agreement shall be effective on the date hereof and unless terminated as provided herein shall terminate 5 years from the date of execution, renewable yearly, provided funding and budgets allow.

9. *Applicable Law.* The provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Utah.

10. *Integration.* This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

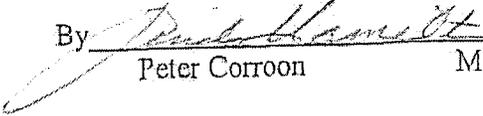
11. *Amendment.* The parties may amend this agreement by a writing signed by the parties. The amendment shall not be effective if it is not in writing or if it is not signed by all the parties.

12. *No Agency.* Agents, employees or representatives of each party shall not be deemed to be agents, employees or representatives of the other.

IN WITNESS WHEREOF, the parties execute this agreement on the day and year first set forth above.

SALT LAKE COUNTY

By


Peter Corroon

Mayor or Designee

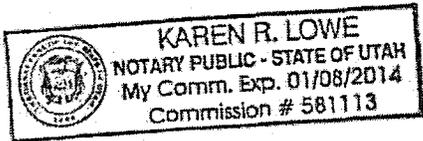
Approved as to form and legality

[Signature]
Deputy District Attorney
Date: 17 Oct 2011
STATE OF UTAH)

: ss.
County of Salt Lake)

On this 26 day of October, 2011, personally appeared before me Linda Hamilton, who being duly sworn, did say that (s)he is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]



[Signature]
NOTARY PUBLIC
Residing in Salt Lake County, Utah

WEST JORDAN CITY

By [Signature] Mayor

ATTEST:

[Signature]
City Recorder

Approved as to form and legality

City Attorney
Date: _____
H:\NPDES\DOCS\permit\media\interlocal\UPDES



Appendix A

Salt Lake County Stormwater Coalition Budget 2011

TV Media Partnership

Movie Theatre Advertising

Stormwater Quality Fair

TV Commercial – Concept to Finished Spot

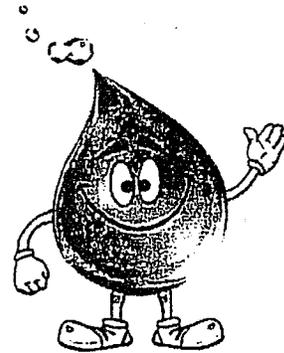
Design/Print of Education Material

Concept to Production of Leave Behinds

Website Design, Hosting and Maintenance

Social Media Management

TOTAL: \$178,000



We All Live Downstream
stormwatercoalition.org