

**INTERLOCAL COOPERATION AGREEMENT FOR NPDES  
PHASE II STORM WATER PUBLIC EDUCATION AND  
OUTREACH BEST MANAGEMENT PRACTICE COMPLIANCE**

THIS AGREEMENT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between PROVO, OREM, PLEASANT GROVE, AMERICAN FORK, SPRINGVILLE, SPANISH FORK, LEHI, PAYSON, UTAH COUNTY, LINDON, HIGHLAND, ALPINE, MAPLETON, SALEM, CEDAR HILLS, and EAGLE MOUNTAIN, political subdivisions of the State of Utah.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

**WHEREAS**, the parties desire to establish a joint undertaking to comply with National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Permit Coverage;

**NOW, THEREFORE**, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1.     EFFECTIVE DATE; DURATION**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by Resolution of the governing

bodies of each of the parties to this Agreement. Unless otherwise terminated as provided for herein, this Interlocal Cooperation Agreement shall be effective for a period of up to, but not exceeding, fifty (50) years. This Interlocal Cooperation Agreement shall not become effective until it has been approved by Resolution of all parties and reviewed as to proper form and compliance with applicable law by the attorney authorized to represent each of the parties hereto. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the official keeper of records of each of the parties hereto.

## **Section 2. ADMINISTRATION OF AGREEMENT**

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, UTAH COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by all parties to this Agreement, at reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Interlocal Agreement during this joint undertaking.

## **Section 3. PURPOSES**

This Interlocal Cooperation Agreement has been established and entered into between the parties, for the purpose of a joint undertaking to comply with NPDES Phase II Storm Water Permit Public Education and Outreach Best Management Practices.

#### **Section 4. MANNER OF FINANCING**

The parties agree that they shall provide the following resources and/or assistance for this joint undertaking:

- a. COUNTY shall act as the administrator of this Agreement, pursuant to the terms of Section 2 hereof, and shall :
  1. Schedule and conduct Utah County Storm Water Coalition meetings which are necessary to correlate activities, set proposed budgets, and provide training opportunities.
  2. Provide information regarding best management practices for preventing storm water pollution that can be placed in a newsletter or other form of communication as determined by each member agency to be distributed to the public as each agency deems appropriate.
  3. Maintain contract with approved Storm Water Educational Instructor and ensure proper teaching material is being presented. Maintain a master list of approved schools to be given to approved Storm Water Educational Instructor. Provide for each member agency a list of schools visited, the dates of all visits, an estimated number of attending students, and the number of classes taught.
  4. Become a central warehouse for storm water educational materials and provide on demand materials for distribution. These materials could include informational pamphlets, activity books, pencils, note pads, magnets, videos, etc.
  5. Maintain storage of display information for booths to be used for city and

county activities and other events.

6. Provide, maintain, and promote an information system to the public for the disposal of household materials and chemicals to include internet and phone services. Citizens will be able to call a local, countywide phone number or access a website where gathered information for disposal sites will be distributed.
- b. Each party to this agreement will pay to Utah County within 30 days of receipt of an annual invoice from Utah County, the sums listed in Exhibit A to this Agreement, said sums to be used solely for the NPDES Storm Water Phase II Public Education and Outreach Best Management Practices. The sums listed in Exhibit A shall be reviewed, approved, and modified by agency representatives on an annual basis, based on a combination of the percentage of the party's total population to the total population of the County as determined by the most recent Mountainland Association of Government figures and the percentage of the party's total number of schools to the total school count as submitted by the member agencies.

## **Section 5. METHOD OF TERMINATION**

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate its participation in and responsibilities under this Agreement at any time and for any reason by providing a sixty (60) day written notice of termination to the other parties. This Agreement may not be terminated in any event, if termination would cause a violation of the parties' NPDES Storm Water Permit.

## **Section 6. INDEMNIFICATION**

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement.

## **Section 7. ADDITION OF OTHER MEMBERS**

Other entities may become parties to this Interlocal Cooperation Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by resolution of the governing body of the entity to be added and the Addendum must be reviewed for proper form and compliance with applicable law by the attorney for the entity to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and any Addendum shall be filed with the official keeper of records of the entity being added to this Agreement.

## **Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Interlocal Cooperation Agreement shall be filed with the official keeper of records of all parties to this Agreement and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

## **Section 9. ADOPTION REQUIREMENTS**

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

## **Section 10.   LAWFUL AGREEMENT**

The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

## **Section 11.   AMENDMENTS**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

## **Section 12.   SEVERABILITY**

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

## **Section 13.   NO PRESUMPTION**

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being

acknowledged that all parties have participated in the preparation hereof.

#### **Section 14. BINDING AGREEMENT**

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

#### **Section 15. NOTICES**

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties' recorder or clerk/auditor as the case may be; or at such other addresses as may be designated by notice given hereunder.

#### **Section 16. ASSIGNMENT**

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

#### **Section 17. GOVERNING LAW**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

#### **Section 18. ENTIRE AGREEMENT**

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**UTAH COUNTY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

By: \_\_\_\_\_  
GARY J. ANDERSON, Chairman

ATTEST: Bryan Thompson  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:  
Jeff Buhman, Utah County Attorney

By: \_\_\_\_\_  
Deputy Utah County Attorney

**PROVO CITY STORM WATER SERVICE DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
TITLE

ATTEST: \_\_\_\_\_  
RECORDER FOR DISTRICT

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR DISTRICT



**CITY OF OREM**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF PLEASANT GROVE**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF AMERICAN FORK**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF SPRINGVILLE**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF SPANISH FORK**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF LEHI**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF PAYSON**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF LINDON**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF HIGHLAND**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF ALPINE**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF MAPLETON**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF SALEM**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF CEDAR HILLS**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY

**CITY OF EAGLE MOUNTAIN**

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
RECORDER FOR CITY

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAWS:

\_\_\_\_\_  
ATTORNEY FOR CITY