

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON TERRACE AND WEBER COUNTY RELATING TO OBLIGATIONS REQUIRED FOR SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS UNDER UPDES PERMIT NO. UTR090000

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint or cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Weber County and Washington Terrace have negotiated an interlocal agreement for the purposes of providing storm water services in accordance with the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulations adopted pursuant to such acts for the City of Washington Terrace; and

WHEREAS, Weber County and Washington Terrace find that mutual benefit and cost effective government can be achieved through this interlocal agreement for services entailed in the agreement;

NOW THEREFORE, the Board of County Commissioners of Weber County hereby resolves to approve and adopt the attached interlocal agreement, and the Board hereby directs the Chair of the Board to execute the interlocal agreement for and on behalf of Weber County.

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

**Interlocal Agreement Relating to Obligations
Required for a Small MS4 General UPDES Permit No. UTR090000
For
Storm Water Management**

This Agreement made effective this ____ day of _____, ____ is entered into by and among the City of Washington Terrace (hereafter "City"), and Weber County (hereafter "County").

Recitals

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, the County is a body politic duly organized under the laws of Utah;

WHEREAS, the City is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, in accordance with the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulations adopted pursuant to such Acts, the County and the City, as operators of storm water systems, must reduce pollutants in storm water to the Maximum Extent Practicable (hereafter "MEP") to protect water quality;

WHEREAS, the Phase 2 NPDES and UPDES Storm Water Regulations (hereafter "Regulations") specify that compliance with the Regulations can be attained by developing, implementing and enforcing a storm water management plan which incorporates Best Management Practices addressing State of Utah Department of Environmental Quality Division of Water Quality Small MS4 General UPDES Permit, No. UTR090000 (MS4 Permit)

WHEREAS, pursuant to said MS4 Permit Section 4.3. Sharing Responsibility, the County and the City as Permittees may share with each other the implementation of the MS4 Permit Section 4.2. Minimum Control Measures; listed in Permit Articles:

- 4.2.1 Public Education and Outreach on Storm Water Impacts
- 4.2.2 Public Involvement /Participation
- 4.2.3. Illicit Discharge Detection and Elimination (IDDE)
- 4.2.4. Construction Storm Water Runoff Control
- 4.2.5. Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water management)

4.2.6. Pollution Prevention and Good Housekeeping for Municipal Operations;

through a written agreement with the obligations of said Permit to be maintained as part of each Permittee's Storm Water Management Plan or SWMP.

WHEREAS, the County and the City desire to work cooperatively in compliance with the MS4 Permit and subsequent renewals of the MS4 Permit with other relevant federal and state storm water Regulations as enacted within the time period of this agreement or through subsequent extensions to this agreement;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, the City and County do mutually agree and undertake as follows:

Section One

Scope of Agreement

Intent. The parties intend by this Agreement to co-permit with one another in compliance to and for the implementation of the State of Utah Department of Environmental Quality Division of Water Quality MS4 Permit.

Specifically, this Agreement addresses the obligations of the County and the City in relation to compliance with the Regulations which require developing, implementing and enforcing a storm water management plan (SWMP) incorporating Best Management Practices. Each party remains responsible for its own implementation of its Storm Water Management Plan.

1. County Storm Water Management. The County shall provide for Storm Water Management Administration in accordance with the relevant rules and regulations and laws imposed upon the County.
2. Golden Spike Stormwater Coalition Management. The County, after following its procurement process, shall select and provide a contracted entity or firm to serve as a Golden Spike Stormwater Coalition Manager to assist in the direction and management of the Golden Spike Stormwater Coalition. If allowed by the County's procurement law, the City and each other member of the Coalition shall have the right to provide input regarding the selection of the Coalition Manager. After the contract with the Manager is in place, the Coalition shall supervise the Manager. The agreement of a majority of all Coalition members shall be required for any decision of the Coalition to take effect. Each Coalition member shall have an equal vote in all decisions to be made by the Coalition.
3. Co-permitting. The County and the City mutually agree to jointly implement the current and subsequent MS4 Permit, which may be renewed on a 5 year basis, and shall provide one another with the relevant management plan, storm water information, and other necessary documentation relevant to said MS4 Permit, with applicable forms provided by the Department of Environmental Quality.

4. Services Provided. Each party shall be responsible for each of the following control measures within its own jurisdictional boundaries (i.e., in unincorporated areas for the County, and within the municipal boundaries for the City) but shall not be responsible for the control measures in other jurisdictions, except as noted below. However, upon request, a party may agree to work cooperatively with the other party on a control measure within the other party's jurisdictional boundaries.
 - a. Public Education and Outreach. The parties shall work with the Manager of the Golden Spike Stormwater Coalition to provide materials and coordinate educational activities within their jurisdictions, including but not limited to media and public relations, publications and advertisements, and school outreach programs. The Manager shall receive and respond to concerns from all Coalition members and relevant public committee recommendations. Coalition members may do additional public education and outreach at their discretion.
 - b. Public Involvement and Participation. The County shall participate actively with the City through the Golden Spike Stormwater Coalition for public involvement and participation for addressing storm water issues.
 - c. Illicit Discharge Detection and Elimination. In coordination with the Weber-Morgan Health Department, the County shall provide for this control measure as it relates to mapping and coordinating of discharges occurring in multiple jurisdictions, or otherwise crossing jurisdictional boundaries between the Coalition participants.
 - d. Construction Site Runoff Control.
 - e. Post Construction Storm Water Management.
 - f. Pollution Prevention and Good House Keeping.
5. Annual Fee. The County, through its participation in the Golden Spike Stormwater Coalition, may assess an annual fee to the City and other Coalition participants to reimburse the County for the costs of administering the contract, including the costs of compensation to the entity or firm serving as the Coalition Manager, copy costs, brochure and publication costs, community outreach program costs, etc. This fee will equal the City's share of the total of such costs, with each Coalition member paying an equal share. The City agrees to pay the fee assessed by the County, in a timely manner, upon receiving a written billing notice for the same from the Coalition or County. Each party will establish and maintain its own budget for income and expenses related to this agreement. Each party will be responsible for acquiring, holding, and disposing of all property to be used under this agreement, except as otherwise stated or implied in this agreement.
6. Limitations. Except as outlined by this Agreement or by agreement separate from this, neither party assumes any responsibility to inspect, install, operate or otherwise maintain the other party's storm water system, storm water program, or storm water utility. Further, this

Agreement does not impose on either party any duty regarding storm water management, fees, inspections, or any other types of activity outside the scope of this Agreement.

7. Designated Contacts. The City shall designate its contact with the County for any and all issues which may arise under this Agreement. The County designates the Weber County Engineer as its contact with the City for any and all issues which may arise under this Agreement. The County and the City contacts may also consult with each other from time to time on the status of mutual relations and the terms of this Agreement. To the extent that any administration of this Agreement becomes necessary, then the parties' contacts, or their successors, shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision that needs to be made.

Section Two

General Provisions

1. Term and Renewal. This Agreement shall automatically terminate upon the expiration of the term of the current MS4 permit. If the MS4 permit is renewed or extended, then the parties may renew this Agreement to match the term of the renewed MS4 permit.
2. Termination. This Agreement may be terminated by either party upon ninety (90) days written notice from the Mayor or County Commission provided either to the County Clerk or the City Recorder, as the case may dictate. Upon termination of the Agreement, each party shall retain all property that it has contributed to this joint effort and that remains in the possession of either party, unless the parties negotiate for the transfer of the property to the other party for adequate consideration.
3. Effective Date. This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
4. Amendment. This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the County and the City, along with being approved as to form by the County Attorney and City Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
5. Entire Agreement. This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
6. Indemnification. Each party agrees to indemnify, defend, and save and hold the other party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:

- a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying party, relating to this Agreement; and
 - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
7. Employee Status. It is understood and agreed by the parties that any and all personnel furnished by the parties shall remain employees of the respective parties and shall abide by the personnel policies of the respective parties.
 8. Hired Consultant Status. It is understood and agreed by the parties that any consultant including and not limited to the firm or entity serving as Coalition Manager as engaged by the County to provide management for the Coalition shall not be, and shall not represent themselves as, employees of the respective parties.
 9. Warranties. Each party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the parties that would adversely affect this Agreement.
 10. Documents on File. Executed copies of this Agreement shall be placed on file in the office of the County Clerk and the City Recorder and shall remain on file for public inspection for the duration of this Agreement.
 11. Governing Law. It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
 12. Non-transferable. This rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the parties.
 13. Rules of Construction and Severability. Standard rules of construction, as well as the context of this agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as

closely as possible, the original intent of the parties. It is thus the intention of the parties that each provision of this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

14. Additional Interlocal Cooperation Act provisions. In satisfaction of the requirements of the Interlocal Cooperation Act, the parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the parties.
- e. Immediately after execution of this Agreement by both parties, each party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

Interlocal Agreement Relating To Obligations
Required For a Small MS4 General UPDES Permit No. UTR090000
For
Storm Water Management

DATED this ____ Day of _____, ____

FOR WEBER COUNTY:

(Chair, Weber County Commission)

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:


County Clerk



County Attorney

DATED this ____ Day of _____, 2019

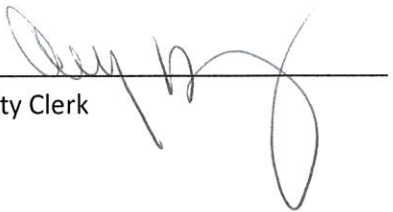
FOR the CITY OF WASHINGTON TERRACE _____:



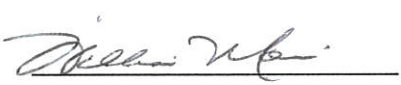
Mayor, Washington Terrace

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:



City Clerk



City Attorney