

APPENDIX

F

STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF WATER QUALITY

Authorization to Discharge Under the Utah Pollutant Discharge Elimination System (UPDES) General
Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s)

UPDES PERMIT NUMBER UTR090000

<https://deq.utah.gov/water-quality/municipal-separate-storm-sewer-system-ms4s-permits-updes-permits>

MS4 NOI

Refer to CDX website for SSLC NOI <https://cdx.epa.gov/>

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: PT20119C Version: 1 Desc: PWE Co-Permittees UPDES
Supplier Name: SOUTH SALT LAKE CITY
Comments: PWE-Exempt Interlocal - Participation as Co-Permittees under UPDES Permit # UTS000001 (Jordan Valley Municipalities). Each party to implement and enforce within its own jurisdiction its own responsibilities for complying with the permit requirements. Each party to pay its own costs relating to its own stormwater systems; parties shall reimburse each other for expenses incurred in providing services for each other. See Exhibits A-C. Term through the duration of the Permit to 02/25/2025
Contract Amount: \$1.00
Agency Name: PW-Permits & Regulatory
Period Performance from 5/28/2020 to 2/25/2025
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: XGao

County Contract No. PT20119C

D.A. No. _____

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

THE CITY OF SOUTH SALT LAKE

for

Participation as Co-Permittees under UPDES Permit No. UTS000001

(Jordan Valley Municipalities)

THIS AGREEMENT is entered into this ____ day of _____ 20____, by

and between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of

the State of Utah; and THE CITY OF SOUTH SALT LAKE (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 for 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 rule making 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 regarding their participation as co-permittees under the Permit;

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

///

AGREEMENT

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 1.2.1.2.2 of the Permit in "Exhibit A."

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 B" 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 C" 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.

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 February 25, 2025. The parties agree that this Agreement shall not apply to any subsequent permits or co-permittees 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 municipalities 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.

[Signatures on Following Page]

IN WITNESS THERE OF, the parties here to execute this Agreement effective
as of the day and year first written above.

SALT LAKE COUNTY

By: [Signature]
Mayor or Designee

Departmental Approval: Digitally signed by Scott Baird
By: Scott Baird Baird
Date: 2020.05.27 16:22:02
-06'00'
Scott Baird, Public Works
Director

Date: _____

Division Approval:

By: Kade Moncur Digitally signed by Kade Moncur
Date: 2020.05.27 11:11:45 -06'00'
Kade Moncur, Division Director

Date: 05/27/2020

THE CITY OF SOUTH SALT LAKE

By: Cherie Wood
Mayor or Designee

ATTEST:
By: [Signature]
City of South Salt Lake Recorder - Deputy

Date: 4-29-2020

Approved as to Form:

By: Ryan W. Lambert
Deputy District Attorney

Date: 4/16/2020

Approved as to Form:

By: J. Collins
Deputy South Salt Lake City Attorney

Date: 4/28/2020

Exhibit A

UPDES Permit No. UTS000001

STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER QUALITY

Authorization to Discharge Municipal Storm Water Under the
Utah Pollutant Discharge Elimination System (UPDES)

UPDES PERMIT NUMBER UTS000001

This Permit is issued in compliance with the provisions of the Utah Water Quality Act, Utah Code Title 19, Chapter 5, (the "Act"), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq., as amended to date), and the rules and regulations made pursuant to those statutes, to the

JORDAN VALLEY MUNICIPALITIES, specifically,

SALT LAKE COUNTY, BLUFFDALE CITY, COTTONWOOD HEIGHTS, DRAPER CITY, GREATER SALT LAKE MUNICIPAL SERVICE DISTRICT, HERRIMAN CITY, HOLLADAY CITY, MIDVALE CITY, MILLCREEK, MURRAY CITY, RIVERTON CITY, SANDY CITY, SOUTH JORDAN CITY, SOUTH SALT LAKE CITY, TAYLORSVILLE CITY, WEST JORDAN CITY, AND WEST VALLEY CITY

This Permit shall become effective on **February 26, 2020**.

This Permit and the authorization to discharge shall expire at midnight, **February 25, 2025**, except as described in Part 6.3 of this Permit.

Signed this 26th day of February, 2020.



Erica Brown Gaddis, PhD
Director

DWQ-2020-005244

Exhibit B
Co-Permittee Accountability Statement

CO-PERMIT REQUIREMENT ACCOUNTABILITY

Salt Lake County accepts responsibility for implementation of the following permit requirements of Jordan Valley Municipalities under UPDES Permit UTS000001, to be completed during the life of the permit and developed in detail in the municipalities Stormwater Management Plan.

1. County will prepare the Co-Permittee Identification and Accountability document identified in Part 1.5 at no direct cost to the City. The municipalities shall provide necessary information in a timely fashion to County for inclusion into document.
2. County will develop and implement a core County-wide Public Education and Outreach program identified in Part 4.2.1 as a part of the Stormwater Coalition. Individual Municipal members must identify targets, distribute, track and record progress with this program as described in Parts 4.2.1.1 through 4.2.1.7. The municipalities shall provide necessary information in a timely fashion to County for inclusion into Annual Report documents. The Public Education and Outreach program will be coordinated through the Stormwater Coalition.
3. County will develop a portion of a public Involvement/participation program identified in Part 4.2.2 at no direct cost to the municipality. Individual Municipalities must prepare their own SWMP Documents, post them to their own websites and maintain their own websites. The portion of the public Involvement/participation program undertaken by the County will be coordinated through the Stormwater Coalition.
4. County will compile and submit to the State the portion of the annual report identified in 5.6.1 which details activities in Parts 4.2.1 and 4.2.2 which will include the municipalities required information. The municipality shall provide necessary information for this submittal to the County in a compatible electronic format as either word processing or spreadsheet as required. Information must be provided to the County at least 45 days prior to report submission deadline. If the municipality fails to submit information to County as described, the municipality shall be liable for State sanctions and penalties.

Exhibit C
Interlocal Media Agreement

County Contract No. PT17123R
D.A. No. 17-08823

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SOUTH SALT LAKE CITY AND SALT LAKE COUNTY
FOR
COST SHARING
2017 -2022 UPDES MEDIA CAMPAIGN

THIS AGREEMENT is made this 1 day of July, 2017, by and between SOUTH SALT LAKE 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." City and County may be referred to jointly as the "parties."

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 2017 through 2022 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.

AGREEMENT:

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

1. *Media Campaign Services.* The County will continue to retain 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 One Hundred Ninety-Three Thousand Dollars (\$193,000.00) 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.
4. *City Responsibilities.* The City shall pay to the County the sum of Five Thousand Dollars (\$5,000.00) per year as the City's share of the costs of funding of the Campaign. This amount may be increased by County each year by the lesser of three percent or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers. The first payment shall be made within thirty (30) days after execution of this agreement by the parties. For subsequent annual payments, the County shall submit to City an invoice with the total cost of such services no later than August 15 of each year, which invoice the City shall pay within thirty days.
5. *Interlocal Cooperation Act.* In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:
 - (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

(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 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

6. *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.

7. *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.

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

9. *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.

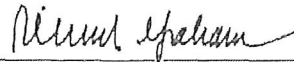
10. *Amendment.* The parties may amend this agreement by a writing signed by the parties. The amendment shall not be effective if it is not in writing or if it is not signed by all the parties.

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

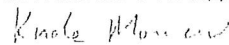
[Signature Page to Follow]

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

SALT LAKE COUNTY

By 
Mayor or Designee

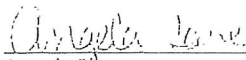
Recommended for Approval:

 Digitally signed by Kade Moncur
Date: 2017.11.21 13:07:45 -07'00'

Kade Moncur
Division Director

Date: 11/21/2017

Approved as to form and legality:

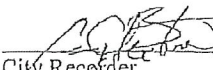

Angela Lane
Deputy District Attorney

Date: 11/21/17


SOUTH SALT LAKE CITY

By 
Mayor or Designee

ATTEST:


City Recorder

Approved as to form and legality


City Attorney

Date: 30 OCT 2017

APPENDIX A

Salt Lake County Stormwater Coalition Budget

Appendix A

Salt Lake County Stormwater Coalition Budget 2018

TV Media Partnership
Movie Theatre Advertising
Stormwater Quality Fair
Public Opinion Poll
Design/Print Education Material
Concept to Production of Leave Behinds
Website Hosting and Maintenance
Social Media Management
Public Relations Consultant

Total: \$193,000.00

Note: Some of the budget items may vary from year to year depending on permit cycle requirements. For example, this year we are conducting a public opinion poll (required once per permit cycle) as part of the public involvement control measure. In other years, we may produce a new commercial and/or a social media outreach approach to public education.