

MEMORANDUM OF UNDERSTANDING
between
SALT LAKE COUNTY,
on behalf of its Salt Lake County Health Department,
and
DRAPER CITY

This Memorandum of Understanding ("MOU") is entered by and between Salt Lake County ("County"), on behalf of its Salt Lake County Health Department (hereinafter "Health Department" and Draper City (hereinafter "Public Works Division"). The Health Department and Draper City are sometimes jointly referred to hereinafter as the "Parties." The purpose of the MOU is to memorialize, clarify, define and describe the responsibilities of the Parties in the enforcement of Salt Lake County's UPDES storm water discharge permit (#UTS000001).

WITNESSETH:

Whereas, the Parties are both governmental entities as defined under the Utah Interlocal Cooperation Act, (the "Act") Utah Code Ann.§§ 11-13-101 et seq. and are authorized under the Act to enter into this MOU; and

WHEREAS, the Salt Lake County Health Department is organized as a "county" health department and exists pursuant to Utah Code Ann. §26A-1-103, and Chapter 9.04 of the Salt Lake County Code of Ordinances; and

WHEREAS, the Health Department is responsible for enforcing state laws, administrative rules, local ordinances, standards and regulations relating to public health, sanitation, safety, and environmental quality as provided for in the Utah Local Health Department Act, Utah Code Ann. §26A-1-114; and

WHEREAS, pursuant to §26A-1-114(1), the Health Department may enforce state laws, local ordinances, department rules and local health department standards and regulations in all incorporated and unincorporated areas of Salt Lake County; and

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WHEREAS, the Health Department has adopted health regulations including regulation #13, prohibiting the discharge or release of pollutants or contaminants into storm sewers, drains, gutters or waters of the state; and

WHEREAS, Health regulation #13 is incorporated in Section 9.32.010 of the Salt Lake County Code of Ordinances; and

WHEREAS, Utah Code Ann. §17-8-5 provides that the county legislative body may promulgate regulations to protect channels, storm sewers, and drains, and may provide for the enforcement of those regulations; and

WHEREAS, Draper City has enacted Title 16 – Chapter 2 Stormwater Utility which provides for the safe disposal of natural storm waters and flood waters and which prohibits the interference, damage or use of any flood control, storm drainage or water quality control facility; and

WHEREAS, Draper City has adopted Title 16 – Chapter 2 – Section 130 of the Draper City Stormwater Utility Ordinance which makes it unlawful for any person to place or cause to be places in a drain, channel, reservoir, detention basin or any other flood control facility any matter of any kind that may degrade the quality of the water; and

WHEREAS, Title 16 Section 16-2-170 of the Draper City Ordinance provides that the violation of any provision of an ordinance may result in civil or criminal actions in the district court; and

WHEREAS, §26A-1-120(3)(a) of the Utah Local Health Department Act provides that the district attorney shall prosecute criminal violations of the public health laws and rules of the departments of health and environmental quality; and

WHEREAS, the Parties wish to enter into this MOU to formalize the procedure for the enforcement of the applicable statutes, ordinances and health regulations to protect water quality.

NOW, THEREFORE, in consideration of the following mutual promises, terms and conditions, it is agreed by the Parties as follows:

1. Responsibilities of the Health Department.

- 1.1 The Health Department's Environmental Health Division is responsible for investigating incidents involving spills, releases or the discharge of pollutants, contaminants, or wastes into waterways and drainage systems. The Health Department will work with the responsible party to ensure the spill and/or discharge are remedied as required.**
- 1.2 The Health Department will respond to any reports from Draper City Public Works Department regarding spills, releases or the discharge of pollutants, contaminants or wastes in gutters, storm drains and flood control facilities. The Health Department will also report to Draper City Public Works Department any complaints received or violations discovered by the Health Department's personnel.**
- 1.3 The Health Department will provide a yearly report to the Draper City Public Works Department that includes the status of the complaints and actions taken in response to complaints in Draper City.**
- 1.4 The health regulations adopted by the Salt Lake County Board of Health, pursuant to Section 9.04.060 of the Salt Lake County Code of Ordinances, contain procedures to enforce violations through civil administrative or criminal proceedings depending upon the severity of the violation.**
- 1.5 Based on the foregoing legal authority, the Health Department will initiate appropriate enforcement actions to compel compliance with the regulations or pursue sanctions for violations as required by the City's UPDES storm water discharge permit.**
- 1.6 Warning Letters and Notices of Violations issued for stormwater discharges in Draper City will be carbon copied to the Draper City Stormwater Engineer at 1020 East Pioneer Road, Draper, UT 84020.**

1.7 The Health Department provides household hazardous waste facilities to all citizens of incorporated and unincorporated Salt Lake County. The household hazardous waste program allows for the public to dispose of waste as specified in the UPDES permit. Services may also include mailers, ads, and collection events. Businesses are allowed to dispose of certain hazardous wastes at these facilities for a fee.

2. Responsibility of Draper City Public Works:

- 2.1 Draper City Public Works Department will report to the Health Department any incidents involving spills, releases or the discharge of pollutants, contaminants, or wastes into gutters and storm drains covered by the UPDES storm water permit. Incidents will be reported immediately to the Health Department 24-hour hotline ((801) 580-6681) or during business hours to Bureau of Water Quality office ((385) 468-3862).
- 2.2 Draper City Public Works Department shall cooperate with the Health Department in any investigation or enforcement action initiated by Health Department. Cooperation that Draper City Public Works Department may provide include, but is not limited to, information regarding permits, storm water system maps, dye testing, and recommendations for the extent of clean-up in the storm water system.
- 2.3 Draper City Public Works Department will handle Storm Water Pollution Prevention Permit approvals and enforcement related to violations of the approved permit. The Health Department will investigate illicit discharges entering the storm drain system.
- 2.4 Draper City Public Works Department will carry out the construction and post construction regulatory activities related to storm water engineering controls. Activities related to this include, but not limited to, plan approvals, installation inspections, post construction inspections, management -expectations and maintenance of required engineered controls.

2.5 Draper City Public Works Department shall report sample results for dry weather and wet weather screening on a routine basis. Samples that indicate that spills, releases or the discharge of pollutants, contaminants, or wastes into waterways and drainage systems will be reported immediately.

3. Coordination. Representatives of the Parties will participate in the investigation and enforcement of alleged violations of health regulations, rules and ordinances to protect storm sewers and drains as required by the City's UPDES storm water discharge permit. In addition, the Parties shall confer to determine an appropriate legal remedy on a case-by-case basis, including administrative, civil and criminal actions.

4. Training. The Parties agree to pursue training resources with the goal of improving water quality, environmental enforcement, public awareness, and compliance.

5. Representatives. The following representatives of the Parties shall be responsible for the implementation of this MOU:

Health Department:

Gary L. Edwards, Director
Salt Lake County Health Department
2001 South State Street #S2500
Salt Lake City, Utah 84190
(385) 468-4117

Draper City Public Works:

Glade Robbins
Public Works Director
1020 East Pioneer Road
Draper, Utah 84020

6. Effective Date. The effective date shall be the date the Salt Lake County Mayor signs the MOU and shall continue in effect until terminated by either party giving six (6) months written notice in advance to the other party's designated representative.

7. Notices. Any notice required hereunder shall be deemed given, if in writing to the Parties designated representatives identified in paragraph 5 herein.

8. Amendment. The parties may amend this MOU by a writing executed by the parties. No amendment shall be effective if it is not in writing or if it is not executed by all the Parties.

9. Entire Agreement. This MOU contains the entire agreement between the Parties and no statements, promises or inducements not contained in this MOU shall be binding or valid.
10. No Agency. The Officers, employees, representatives or agents of each Party shall not be deemed to be the agents of the other Party.
11. Governmental Immunity. County and City are both governmental entities subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as -amended). Consistent with the waivers and retentions of immunity found in the Act which apply to all functions of government, no matter how labeled, the parties agree that each party is responsible for, and shall indemnify the other party from, its own acts which it commits or which are committed by its own officers, employees or agents. By entering into this MOU, neither party waives any defenses otherwise available under the provisions of the Act.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding this 19th
day of February, 2016.

SALT LAKE COUNTY:

By: [Signature]
Mayor or Designee
Dated: 2/18/16

DRAPER CITY:

By: [Signature]
Mayor or Designee
Dated: 2.2.16

APPROVED BY:

By: [Signature]
Gary L. Edwards, Executive Director
Salt Lake County Health Department
Dated: 1/12/16

APPROVED BY:

[Signature]
Glade Robbins, Public Works Director
Draper Public Works Department
Dated: 1/27/16

APPROVED AS TO FORM:

By: [Signature]
Angela D. Lane
Deputy District Attorney
Dated: 01/11/2016

ATTEST:

[Signature]
City Recorder



