

MIDVALE CITY, UTAH

RESOLUTION NO. 2014-R-47

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH WEST JORDAN CITY, MIDVALLEY
IMPROVEMET DISTRICT, SOUTHVALLEY SEWER DISTRICT, & SANDY SUBURBAN
IMPROVEMENT DISTRICT TO ADOPT AMENDMENT NO. 3 TO THE ORIGINAL
AGREEMENT CREATING THE SOUTH VALLEY WATER RECLEMATION FACILITY**

WHEREAS, Midvale City, along West Jordan City, Midvalley Improvement District, South Valley Sewer District, and Sandy Suburban Improvement District, collectively known as the "Parties", have previously entered into an interlocal agreement dated June 23, 1978, for the cooperative ownership, operation, and maintenance of the South Valley Water Reclamation Facility (SVWRF); and

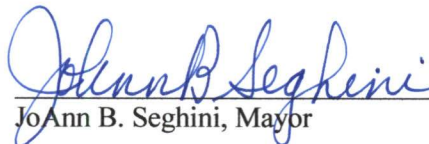
WHEREAS, the Parties desire to protect the SVWRF process from sudden or significant changes in load that will damage the SVWRF's process control and/or violate the SVWRF's UPDES permit; and

WHEREAS, the Parties desire to enter into the Amendment No. 3 in order to further clarify their respective responsibilities with regard to the use of SVWRF; and

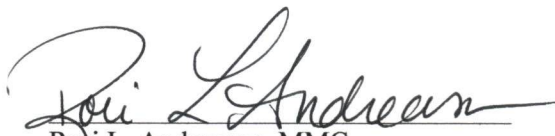
WHEREAS, pursuant to the Agreement and the Amendments each of the Parties currently has capacity rights to utilize the SVWRF;

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign this interlocal agreement with the 4 other above mentions entities creating Amendment No. 3 to the original SVWRF Interlocal Agreement.

APPROVED AND ADOPTED this 7th day of October, 2014.


JoAnn B. Seghini, Mayor

ATTEST:


Rori L. Andreason, MMC
City Recorder



Voting by the City Council	"Aye"	"Nay"
Stephen Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robert Hale	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Hunt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne Sharp	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**AMENDMENT NO. 3
TO SOUTH VALLEY WATER RECLAMATION FACILITY
INTERLOCAL AGREEMENT**

THIS AMENDMENT NO. 3 is made and entered into as of the 26th day of March, 2014, by and among **MIDVALE CITY**, a Utah municipal corporation, **WEST JORDAN CITY**, a Utah municipal corporation, **MIDVALLEY IMPROVEMENT DISTRICT**, fka Salt Lake City Suburban Sanitary District No. 2, **SOUTH VALLEY SEWER DISTRICT**, fka Salt Lake County Sewage Improvement District No. 1, and **SANDY SUBURBAN IMPROVEMENT DISTRICT**, collectively the "Parties" and individually "Party."

RECITALS

A. The Parties have previously entered into an Interlocal Agreement dated June 23, 1978 ("Agreement") for the cooperative ownership, operation and maintenance of the South Valley Water Reclamation Facility ("SVWRF") located in West Jordan City, Utah under the direction of the SVWRF Board which is comprised of one member from each of the Parties. A copy of the Agreement is attached hereto as Exhibit A and by this reference is made a part hereof.

B. Subsequently, the Parties entered into an Amendment to the Agreement dated December 21, 1984 and Amendment No. 2 to the Agreement dated 2003 (the "Amendments"). Copies of these Amendments are attached hereto as Exhibit B and C, respectively, and by this reference are made a part hereof.

C. Pursuant to the Agreement and the Amendments each of the Parties currently has capacity rights to utilize the SVWRF.

D. The Parties desire to protect the SVWRF process from sudden or significant changes in load that will damage the SVWRF's process control and/or violate the SVWRF's UPDES permit.

E. The Parties desire to enter into this Amendment No. 3 in order to further clarify their respective responsibilities with regard to use of the SVWRF.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and amend the Agreement as follows:

1. Amendments to Paragraph 10: Paragraph 10 of the Agreement is hereby amended to read in its entirety as follows:

-- (BEGIN Amended Paragraph 10) --

10. Each of the Parties will maintain ownership and control of their respective sewage collection systems. Each of the Parties hereby covenants and agrees that they will use and exercise due diligence in preventing surface and subsurface waters from entering into their respective sewage collection systems and that construction and maintenance of their respective sewage collection lines will be performed in such a manner as to resist infiltration into such lines.

The parties shall not introduce into the system any pollutant or discharge that:

(a) causes Pass Through or Interference (as proscribed by 40 CFR §403.5(a)(1) and defined by 40 CFR §403.3 (k) and (p));

(b) is specifically prohibited as defined in 40 CFR §403.5(b), including “slug loads” as referred to in 40 CFR 403.12(f);

(c) is a discharge at a flow rate or concentration which causes a violation of prohibited discharge standards under SVWRF’s UPDES permit; or

(d) is a discharge of a non-routine, episodic nature including, but not limited to, an accidental spill or a non-customary batch discharge which causes Pass Through or Interference, or that in any other way violates SVWRF’s UPDES permit.

Items (a) through (d), above, are collectively referred to herein as “Prohibited Discharge(s).”

In the event a Party introduces a Prohibited Discharge (the “Offending Party”) into the SVWRF that causes actual damage to the SVWRF, the Offending Party shall pay any actual damages incurred by the SVWRF which are caused by the Prohibited Discharge. If an Offending Party introduces a Prohibited Discharge that causes the SVWRF to violate its UPDES discharge permit that results in a fine being levied against the SVWRF, the Offending Party shall pay the fine, or, if SVWRF pays the fine as levied against it, the Offending Party shall reimburse SVWRF within thirty (30) days of notice from SVWRF that it has paid such fine. Each of the Parties hereto shall indemnify and hold harmless the other parties from any actual damages sustained by the SVWRF and/or fines which are levied against the SVWRF due to an Offending Party’s Prohibited Discharge delivered to the SVWRF.

Each of the Parties shall have the right to load the SVWRF with sewage from its sewage collection system in accordance with that Party’s current ownership capacity in the SVWRF. In the event any Party contemplates a planned change in load, that Party shall notify the SVWRF in writing of the estimated increase or decrease, where possible at least fourteen (14) days prior to commencement of the anticipated load change. The SVWRF shall promptly review the information contained in the notice and notify the Party of any concerns, problems or constraints in the SVWRF treating the increase or decrease in load.

-- (END Amended Paragraph 10) --

2. Conflict: In the event of a conflict between the terms of the Agreement, the Amendments and this Amendment No. 3, the terms of this Amendment No. 3 shall control.
3. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective officers, employees, representatives, successors, and assigns.
4. Severability: Should any portion of this Amendment No. 3 for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions which shall be deemed to be in full force and effect as if this Amendment No. 3 had been executed with the invalid portions eliminated.
5. Amendment No. 3 Effect: Except as expressly modified and amended herein, the Agreement and the Amendments shall remain in full force and effect and fully enforceable in accordance with their terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 by and through their respective, duly-authorized representatives as of the day and year first hereinabove written.

ATTEST:

Pore L. Anderson
Midvale City Recorder



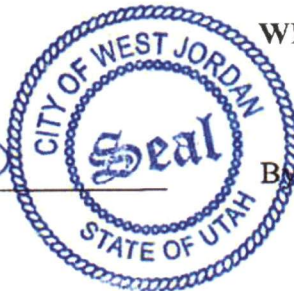
MIDVALE CITY

By: *John B. Seghini*

Mayor

ATTEST:

Melanie Seg
West Jordan City Recorder



WEST JORDAN CITY

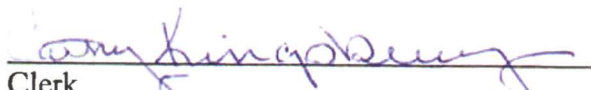
By: *Kim V. Rolfe*

Mayor

3/2/14

**MIDVALLEY IMPROVEMENT
DISTRICT**


ATTEST:

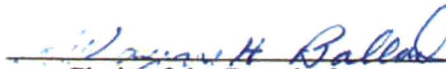

Clerk

By: 
Chair of the Board of Trustees

SOUTH VALLEY SEWER DISTRICT

ATTEST:

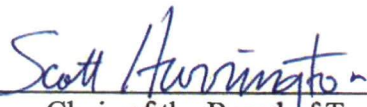

Clerk

By: 
Chair of the Board of Trustees

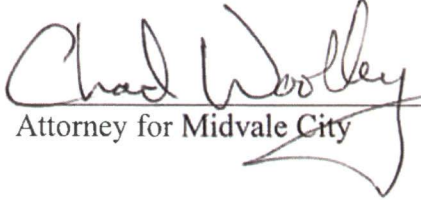
**SANDY SUBURBAN IMPROVEMENT
DISTRICT**

ATTEST:

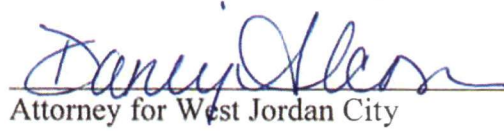

Clerk

By: 
Chair of the Board of Trustees

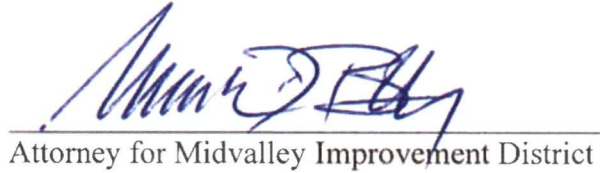
APPROVED AS TO FORM:



Attorney for Midvale City



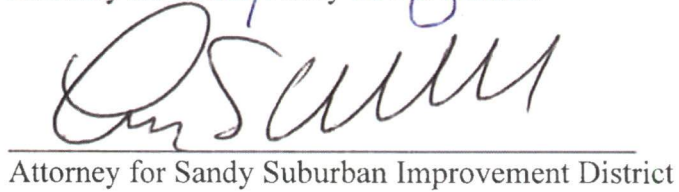
Attorney for West Jordan City



Attorney for Midvalley Improvement District



Attorney for South Valley Sewer District



Attorney for Sandy Suburban Improvement District