

**ARAPAHOE COUNTY AND SOUTHEAST METRO STORMWATER AUTHORITY
WATER QUALITY PARTNERSHIP
MEMORANDUM OF UNDERSTANDING**

WHEREAS, Arapahoe County (the County) was issued an MS4 Stormwater Quality Permit from the state, Permit # COR-080010, on March 10, 2003, with a permit term of 5 years, expiring March 9, 2008;

WHEREAS, The existing County Permit has been renewed with the State for a second 5 year permit term, for the period March 10, 2008 to March 9, 2013;

WHEREAS, The County will be the MS4 permit holder for the second 5 year permit term, and retains full liability for the permit requirements as specified by the State;

WHEREAS, The County must implement, enforce and administer the MS4 Permit six stormwater management Program Areas to meet permit requirements;

WHEREAS, The County is a member of the Cherry Creek Stewardship Partners, the Colorado Stormwater Council, the Cherry Creek Basin Water Quality Authority, and Stormwater Permittees for Local Awareness of Stream Health (SPLASH) who provide opportunities for Public Education and Outreach (Program 1) and Public Participation and Involvement (Program 2) activities for the purpose of meeting permit requirements for public education, outreach, and participation;

WHEREAS, The County has an approved Illicit Discharge, Detection, and Elimination (IDDE) Manual developed for MS4 Permit Program 3 activities, to provide a program for the purpose of controlling improper discharges;

WHEREAS, The County has an approved Grading, Erosion and Sediment Control (GESC) Manual, developed for MS4 Permit Program 4 activities, to provide a program for the purpose of controlling construction sediment runoff during development and CIP construction;

WHEREAS, The County has an approved Stormwater Management Manual, developed to include provisions for MS4 Permit Program 5 activities, to provide for construction and inspection, and for ensuring the functionality of water quality permanent Best Management Practices (BMPs) for the purpose of controlling post-construction sediment runoff, and to provide for long-term maintenance of these permanent BMPs;

WHEREAS, The County has an approved Good Housekeeping and Pollution Prevention (Municipal Operations) Procedures Manual developed for MS4 Permit Program 6 activities, to provide a program for the purpose of controlling polluted runoff during the performance of municipal operations;

WHEREAS, The County has an approved Land Development Code that provides the basis for an enforcement program for the purpose of ensuring that implementation and inspection actions can be enforced in order to control pollutants in runoff;

WHEREAS, These referenced Manuals and Code form a framework for implementation, administration and enforcement of permit activities by the County within the MS4 Permit area;

WHEREAS, The County retains the right to amend the Manuals and Code from time to time as permitted by law;

WHEREAS, The Southeast Metro Stormwater Authority (SEMSWA) was formed in September 2006 to provide stormwater management and water quality services in the unincorporated portions of the County;

WHEREAS, The County and SEMSWA have jointly developed eight implementing Standard Operating Procedure (SOP) documents for management of the six MS4 Permit program areas; and

WHEREAS, The County desires to utilize SEMSWA staff to implement and administer the County's MS4 Permit as more specifically set forth in those eight approved SOP documents.

WE THEREFORE RESOLVE TO:

1. Form a Partnership between SEMSWA and Arapahoe County in regard to stormwater activities related to the MS4 Permit held by the County.
2. Coordinate MS4 Permit activities such that SEMSWA would responsible for administrative issues as well as other responsibilities as more specifically set forth in the eight approved Standard Operating Procedures (SOP) documents described in Paragraph 4 below related to implementing the MS4 Permit programs and the County would be legally responsible for complying with and enforcing the requirements of the MS4 permit as more specifically set forth in those SOP documents.

3. To the extent permitted by law, SEMSWA shall defend, indemnify, save and hold the County harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever in connection with, or arising out of, or by any reason of SEMSWA providing incorrect guidance to the County in regard to the County's compliance with its MS4 Permit or in regard to SEMSWA's negligence in performing or failing to perform any other of its obligations under the SOP documents.

3.4. Likewise, to the extent permitted by law, the County shall defend, indemnify, save and hold SEMSWA harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever in connection with, or arising out of, or by any reason of the County failing to follow the guidance given to it by SEMSWA in regard to the County's compliance with its MS4 Permit or in regard to the County's negligence in performing or failing to perform any other of its obligations under the SOP documents.

4.5. Utilize the eight approved Standard Operating Procedure (SOP) documents that will provide the basis for implementation, enforcement, and administration of the permit

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requirements for the six Program Areas, including one SOP document each for MS4 Permit Programs 1, 2, 3 and 6, and two SOP documents each for Programs 4 and 5 (attached).

- | 5.6. Update the SOPs, by mutual agreement, at such time as revisions become necessary to adequately meet the intent of this MOU and appropriately implement, enforce, and administer the MS4 Permit.
- | 6.7. Jointly support a comprehensive and integrated approach to water quality protection in the MS4 Permit area.
- | 7.8. Agree on reasonable fees to be collected by SEMSWA for implementation and administration of MS4 Permit requirements for those specific programs with permit and review fees, including an analysis and evaluation of the respective fees to determine an equitable fee structure for review and permit efforts. Such reasonable fees shall be agreed upon and implemented by no later than July 1, 2009.
- | 8.9. Meet quarterly to review and advance cooperative efforts and coordinate funding activities toward these ends.
- | ~~9. This MOU in no way modifies the Intergovernmental Agreement with respect to capital projects and any other rights and obligations established therein and the County retains the right to amend the Manuals and Code, referred to above, from time to time as permitted by law.~~
- 10. This Memorandum of Understanding may be terminated by either party upon thirty (30) days advanced written notice to the other.

Signature Page – Arapahoe County and SEMSWA Water Quality Partnership Memorandum of Understanding

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners

Date _____

SOUTHEAST METRO STORMWATER AUTHORITY

By: _____
John A. McCarty
Executive Director

Date _____