

**THE CITY OF GREELEY, COLORADO**  
**RESOLUTION 19, 2003**

A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH UNIVERSITY OF NORTHERN COLORADO FOR JOINT ENFORCEMENT AND COMPLIANCE OF STORMWATER MANAGEMENT PROGRAMS.

WHEREAS, one of the regulations under the Federal Clean Water Act ( 40 CFR 122.26) ("the Stormwater Regulation") requires that stormwater discharged from certain types of facilities be authorized under stormwater permits, and

WHEREAS, Phase I of the Stormwater Regulation covers urbanized areas over 100,000 population, and Phase II covers smaller urbanized areas, and

WHEREAS, pursuant to the Division's regulations, two or more Phase I and Phase II urbanized jurisdictions may submit a joint application for a stormwater permit that specifies which entity will perform which program areas or sections of programs, and

WHEREAS, City and University of Northern Colorado agree that it would be beneficial to both jurisdictions and their citizens to enter into this Intergovernmental Agreement so that the City will be responsible for and perform the six (6) stormwater programs specified above in the Designated Area, and

WHEREAS, such Agreements are authorized by C.R.S. §29-1-203 and Colorado Constitution Article XIV, §18(2)(1); and

WHEREAS, University of Northern Colorado and the City have agreed to the terms for joint enforcement and implementation of the stormwater management programs pursuant to that Intergovernmental Agreement attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the Mayor to enter into the Intergovernmental Agreement for joint enforcement and implementation of the Stormwater Management Programs with University of Northern Colorado in form and substance stated in Exhibit A attached hereto and incorporated herein by reference.

Section 2. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

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PASSED AND ADOPTED, SIGNED AND APPROVED THIS 4th day of  
March, 2003.

ATTEST:

Betsy A. Felder  
City Clerk

THE CITY OF GREELEY, COLORADO

J. Wones  
Jerry Wones, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR RESPONSIBILITY AND  
ENFORCEMENT OF STORMWATER MANAGEMENT PROGRAMS**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 4<sup>th</sup> day of March, 2003, by and between the City of Greeley, a municipal corporation of the state of Colorado, by and through its City Council, hereinafter referred to as "City", whose address is 1000 10<sup>th</sup> Street, Greeley, Colorado 80631 and the State of Colorado by and through the Board of Trustees of University of Northern Colorado, hereinafter referred to as "UNC", whose address is 501 Twentieth St., Greeley, Colorado 80639, for the purpose of granting the City the responsibility for and the enforcement of Stormwater Management Programs.

**WITNESSETH:**

WHEREAS, one of the regulations under the Federal Clean Water Act (40 CFR 122.26) ("the Stormwater Regulation") requires that stormwater discharged from certain types of facilities be authorized pursuant to stormwater permits, and

WHEREAS, the goal of the Stormwater Regulation is to reduce the amount of pollutants entering streams, lakes, and rivers of runoff from residential, commercial, and industrial areas, and,

WHEREAS, Phase I of the Stormwater Regulations covers urbanized areas over 100,000 population, and Phase II covers smaller urbanized areas, and

WHEREAS, in Colorado, stormwater discharge permits are issued by the Colorado Department of Public Health and Environment, Water Quality Division (the "Division"), and such permits are part of the Colorado Discharge Permit System ("CDPS"), under "Regulation 61", with the Phase II municipal separate storm sewer systems ("MS4") being covered under a general permit for discharges from MS4, and

WHEREAS, pursuant to the Division's regulations, the main requirement of this general permit will be for the MS4 operator to develop and implement six stormwater management programs, or minimum measures, those being the following:

- 1) Public education and outreach
- 2) Public participation/ involvement
- 3) Illicit discharge detection and elimination
- 4) Construction site stormwater runoff control
- 5) Post-construction stormwater management
- 6) Pollution prevention/good housekeeping for municipal operations, and

WHEREAS, pursuant to the Division's regulations, a MS4 permitted entity may assume permitting responsibility for a regulated non-standard entity's program, as long as the non-standard entity agrees to assist the permitted city in meeting measures as outlined in Stormwater Management Plan and the non-standard entity agrees that permitted city will have enforcement jurisdiction.

WHEREAS, City and UNC agree that it would be beneficial to both jurisdictions and the citizens to enter into this Intergovernmental Agreement so that the City will be responsible for and perform the six (6) stormwater programs specified in the Stormwater Management Plan ("SWMP"), and

WHEREAS, such Agreements are authorized by C.R.S. §29-1-203 and Colorado Constitution, Article XIV, §18 (2)(1).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE ADEQUACY OF WHICH IS ACKNOWLEDGED AND AGREED TO BY AND BETWEEN THE PARTIES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM

The term of this Intergovernmental Agreement shall be from the date first written above to and until a date one (1) year thereafter, with such Intergovernmental Agreement to continue automatically for successive one (1) year periods thereafter, unless sooner terminated by either party providing one-hundred eighty (180) days prior written notice to the other party of its desire to terminate this Intergovernmental Agreement. In the event the Division requires this Intergovernmental Agreement to be in effect until a certain expiration date of the permit, then that date shall supercede this above agreed upon expiration date between the two entities.

2. CITY AGREES.

- a. To be responsible for and perform for UNC all six (6) stormwater management programs specified in Stormwater Management Plan.
- b. To enact those stormwater regulations necessary to effectuate the six (6) stormwater management programs specified above within City's boundaries.
- c. To prepare and submit the application for the MS4 operations permit on behalf of both entities. Work on the permit application process shall commence upon signing of this Intergovernmental Agreement, and the City shall be responsible for meeting all required Division deadlines.
- d. That employees performing the duties of the City, as detailed herein, shall be considered employees of the City only and shall not be entitled to any salary or benefits from UNC. City agrees to provide Unemployment Insurance and Worker's Compensation Insurance for City employees while performing such duties. Said Unemployment Insurance and Worker's Compensation Insurance shall be in the amount of and of the type made necessary by statutory requirements pursuant to Colorado Revised Statutes.
- e. That all documents created as a result of the duties performed pursuant to this Intergovernmental Agreement shall be open for inspection in accordance with the requirements of the Colorado Open Records Act, C.R.S. §24-72-201, *et seq.*

3. **UNC AGREES**

- a. To cooperate in any way required to assist City in the preparation of the MS4 operations application.
- b. To cooperate in any way required to assist the City in meeting the required six (6) control measures as described in the City Of Greeley Stormwater Management Plan.
- c. To assist in the management and enforcement of the six (6) control measures as described in the City of Greeley Stormwater Management Plan so as to insure that the City is not in violation of State and Federal laws or regulations.
- d. That UNC will assist the City, to the extent provided by Colorado law, in the enforcement and management of the City adopted stormwater regulations for public right-of-ways in order to execute and implement the six (6) stormwater management programs within UNC property.

4. **HOLD HARMLESS, INDEMNIFY AND DEFEND.**

City hereby voluntarily agrees to hold harmless, indemnify and defend UNC, its employees and officers, from any and all claims and liability, past, present or future, for any injury or damage resulting from the acts or omissions of City occurring in the course of the work to be performed by City pursuant to this Intergovernmental Agreement. UNC hereby voluntarily agrees to hold harmless, indemnify and defend City, its employees and officers, from any and all claims and liability, past, present or future, for any injury or damage resulting from the acts or omissions of City occurring in the course of the work to be performed by UNC pursuant to this Intergovernmental Agreement.

5. **NOTICE**

The Public Works Director of the City Of Greeley and of UNC shall be the party's contact notice given and required for the purpose of this Intergovernmental Agreement.

6. **SEVERABILITY**

If any term or condition of this Intergovernmental Agreement shall be held to be invalid, illegal, or unenforceable, this Intergovernmental Agreement shall be construed and enforced without such provision to the extent that this Intergovernmental Agreement is then capable of execution within the original intent of the parties hereto.

7. **NO THIRD PARTY BENEFICIARY ENFORCEMENT**

It is expressly understood and agreed that the enforcement of the terms and conditions of this Intergovernmental Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Intergovernmental Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Intergovernmental Agreement. It is the express intention of the undersigned parties that any entity

other than the undersigned parties receiving services or benefits under this Intergovernmental Agreement shall be an incidental beneficiary only.

8. MODIFICATION AND BREACH

This Intergovernmental Agreement contains the entire agreement and understanding between the parties to this Intergovernmental Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Intergovernmental Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Intergovernmental Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of a breach by any party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have signed this Intergovernmental Agreement this 7<sup>th</sup> day of March, 2003.

THE CITY OF GREELEY, COLORADO

By: J. Wares  
Mayor

ATTEST:

By: Betsy A. Holden  
City Clerk

APPROVED AS TO SUBSTANCE:

By: [Signature]  
City Manager

APPROVED AS TO LEGAL FORM:

By: [Signature]  
City Attorney

AVAILABILITY OF FUNDS:

By: [Signature]  
Director of Finance

RECOMMENDED BY:

By: [Signature]  
Director of Public Works

STATE OF COLORADO

BILL OWENS, GOVERNOR

ACTING BY AND THROUGH THE BOARD OF  
TRUSTEES OF THE UNIVERSITY OF  
NORTHERN COLORADO

By: [Signature]  
Frances L. Schoneck  
Vice President for Administration  
Treasurer to the Board of Trustees

By: [Signature]  
Ronald J. Lambden  
General Counsel