



BERKELEY COUNTY
SUPERVISOR'S OFFICE

William W. Peagler, III
SUPERVISOR

RECEIVED

NOV 16 2015

from Thomas 1:30pm
BY: SHONDA BAGGETT

October 20, 2015

Dennis Harmon, City Administrator
City of Goose Creek
PO Drawer 1768
Goose Creek, South Carolina 29445-1768

Dear Dennis,

Enclosed please find the Intergovernmental Agreement regarding the NPDES stormwater discharge and other stormwater related services.

We look forward to partnering with the City of Goose Creek in this program.

Sincerely,

William W. Peagler, III
County Supervisor

WWP, III/bwm

Encl: as stated

cc: John O Williams

Tom Lewis

✓ Clint Busby

RECEIVED

NOV 05 2015

BERKELEY COUNTY
ENGINEERING DEPARTMENT

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL
) AGREEMENT – NPDES STORMWATER
) DISCHARGE PERMIT COMPLIANCE
) AND OTHER STORMWATER RELATED
COUNTY OF BERKELEY) SERVICES

THIS AGREEMENT (Agreement) is made and entered into as of this 15th day of October, 2015, by and between the County of Berkeley, S.C. (the County) and the City of Goose Creek, S. C. (the City).

WHEREAS, the County and the City are required by law to establish a stormwater management program pursuant to a National Pollutant Discharge Elimination System (NPDES) Permit (SCR030000) (the Permit) issued by the South Carolina Department of Health and Environmental Control (DHEC), the purpose of which is to protect, maintain and enhance the environment of the County and City and the short-term and long-term public health, safety and general welfare of the citizens of the County and City by addressing discharges of pollutants to the stormwater drainage system; and

WHEREAS, the County has developed a Stormwater Management Program (the SWMP) for the unincorporated areas of the County; and

WHEREAS, the County has developed a Stormwater Management Utility for the purpose of implementing the Berkeley County SWMP and satisfying the regulatory requirements of the Permit; planning, designing, constructing, funding, and maintaining stormwater management, sediment control, and flood control programs, projects and facilities; and reviewing and approving stormwater management and sediment control plan for land disturbing activities; and providing for the administration and enforcement thereof; and

WHEREAS, the County and City believe it is in the best interest of their citizens to avoid duplication of services with respect to stormwater management by entering into an agreement for the County to administer and enforce a SWMP for the City in order to provide for the effective and efficient handling of stormwater in the City and within as much of the County as possible;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City hereby agree as follows:

A. Mutual Protections for the City and County

The City and County hereby mutually covenant and agree to take, use, provide and make, all proper necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries, or damages to any person or property in performing or failing to perform any actions under this Agreement, and to be responsible for and save harmless the other party from the payment of all sums of money by reason of all or any accidents, injuries, or damages that may occur in the progress of any work (or arising out of the alleged failure to perform work) performed under this Agreement and arising out of or in connection with intentional, willful, wanton, reckless, or negligent conduct of the responsible party. This payment obligation shall include, but not be limited to, losses

incurred under this Agreement for or by reason of the violation of any ordinance or regulation, or the laws of the State of South Carolina or of the United States. The City and County agree that the responsible party shall have the authority to control any litigation that arises from the responsible party's related activities under this section, provided that the parties are not adverse in such litigation.

B. Obligations of the City

1. The City authorizes the County to administer the SWMP within the municipal limits of the City. This agreement and the SWMP shall authorize enforcement by City and County representatives. The City agrees that Berkeley County shall utilize the Berkeley County Stormwater Design Standards Manual in the administration of the SWMP. All costs of defending the ordinances adopted by the City shall be borne by the City.
2. The City agrees to cooperate with the County to enable the County to implement the SWMP, the Manual, Permit, and stormwater utility fees within the City. The City agrees to educate its staff regarding the provisions of each, and will implement the operational measures necessary for compliance for City property and operations.
3. The City hereby delegates to the County the duties of development, implementation and enforcement of the SWMP, and the efforts of monitoring, recordkeeping and reporting which may be imposed by the Permit, subject to Section 4.4 thereof (as may be amended from time to time). The City shall make available to the County necessary documentation related to annual reporting associated with the Permit.
4. The City shall provide the County with documentation of easements and rights-of-way as needed to operate and maintain the drainage system. In those cases where easements or rights-of-way have not been obtained, but are needed, the City agrees to assist the County in obtaining an appropriate easement or right-of-way.

C. Obligations of the County

1. The County agrees to fulfill the responsibilities granted it by the City pursuant to this Agreement.
2. The County shall be responsible for the day to day operation and maintenance activities as well as the long-term management of the City's storm drainage system.
3. The methodology for determining fees or charges for this program shall be determined by the County. The County shall bill and collect stormwater management utility user fees from property owners, tenants, and other appropriate parties within the City using the same methods contained in the County's Stormwater Management Utility Ordinance.
4. The County shall implement and operate all six (6) of the minimum control measures as identified in the Permit, to include the Program Description of Elements, Measures and Services attached to this Agreement as Exhibit A and made part hereof by reference, within the City. While the County will be responsible for conducting and ensuring

compliance with the Permit, this does not exclude the City from assisting in these activities when deemed necessary or appropriate by the City and County.

5. The County hereby assumes the duties of development, implementation and enforcement of the SWMP, and the efforts of monitoring, recordkeeping and reporting which may be imposed by the Permit, subject to Section 4.4 thereof (as may be amended from time to time).
6. The City agrees to assist with information and non-legal advice regarding defense of any challenges to the County's Ordinances and program compliance.

D. Miscellaneous

1. This Agreement will become effective upon execution by authorized representatives of both parties.
2. This Agreement may not be revised or modified except by written mutual agreement of the City and the County.
3. The City and County reserve the right to challenge any of the terms, conditions, or provisions of the Permit, its enabling laws, rules and regulations and/or interpretations thereof by authorities asserting jurisdiction.
4. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such provision and such holding shall not affect the validity of the remaining portion of this Agreement.
5. Those rights and obligations under this Contract, which, by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.
6. The failure of either Party to enforce at any time any of the provisions of this Contract shall in no way be construed as a waiver of such provision nor in any way affect the right of either Party thereafter to enforce each and every provision of this Contract. There can be no assignment by either party of any rights or responsibilities hereunder without the consent of the other party.
7. All parties acknowledge that nothing under this agreement creates a right of action for any person or entity, and that this contract does not create or otherwise permit third party beneficiary rights or related causes of action. It is further acknowledged that the parties hereto are governmental entities providing these services in a governmental capacity. Accordingly, it is agreed that the parties are sovereigns that are, to the extent permitted by the South Carolina Tort Claims Act, and other applicable law, protected by sovereign immunity with respect to all acts and omissions related hereto.
8. The City and County agree to enact, follow and enforce such ordinances, rules, policies, and regulations as may be necessary to carry out the terms of this Agreement.

9. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or are deposited with the United States Postal Service, postage prepaid, and addressed as follows:

If to the County:

Attn: Stormwater Management Program, Berkeley County Engineering, PO Box 6122
Moncks Corner, SC 29461

If to the City:

Attn: Director of Public Works, City of Goose Creek, P.O. Drawer 1768, Goose Creek,
SC 29445

10. This agreement shall be effective as of the date listed above, and shall continue from year to year unless terminated. Either party may terminate this agreement by delivering 12 months' advance written notice of termination to the other Party's address listed above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by and through the undersigned agents, this 15th day of October, 2015.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Nepa K. Dix

J. L. Lee

Harold P. Harmon

John B. B...

BERKELEY COUNTY

By: [Signature]

Its: County Supervisor

THE CITY OF GOOSE CREEK

By: Michael J. Thigler

Its: Mayor

Exhibit A

Program Description of Elements, Measures and Services Berkeley County will provide to the City in association with the Intergovernmental Agreement (IGA) for NPDES Stormwater Discharge Permit Compliance and Other Stormwater Related Services.

Notice of Intent (NOI):

- The County will review and update the City's NOI for consistency with the County's NOI and update the NOI as necessary for compliance with SCDHEC NPDES MS4 Permit NOI submittal requirements.

Stormwater Management Program (SWMP):

- The County will review, update and manage the City's SWMP and all associated documents for consistency with the County's SWMP and for compliance with the NPDES MS4 Permit requirements.
- The County will provide necessary updates to the SWMP and all associated documents as required by the NPDES MS4 Permit requirements.
- The County will implement the City's SWMP.
- The County will review and update the City's Stormwater Management Ordinance for consistency with the County Stormwater Management Ordinance.

Enforcement Response Plan (ERP):

- The County will review and update the City's ERP for consistency with the County's ERP.
- The County will implement the ERP within the City.
- The County will perform all necessary stormwater inspections, generate inspection reports and initiate enforcement actions for all stormwater violations within the City.
- The County will notify and coordinate any and all enforcement actions taken within the City with appropriate City personnel.
- The County will maintain records of all inspections and enforcement actions performed within the City.

Discharges to Sensitive Waters:

- The County will assess the City's receiving water conditions and impacts.

- The County will determine whether the City's MS4 discharges to receiving waters within a TMDL watershed, to impaired waters from the most current 303d list of impaired waters or to other Source Water Protection Areas (SWPA).
- The County will develop and implement TMDL assessment and monitoring plans as required by the NPDES MS4 Permit for all discharges where a Wasteload Allocation (WLA) is assigned.
- The County will assess all City MS4 discharges to 303d waters for cause/contribution of Pollutants of Concern (POCs).
- The County will program and implement Best Management Practices (BMPs) as necessary to address TMDLs and discharges to impaired waters as required by the NPDES MS4 Permit.

Public Education and Outreach on Stormwater Impacts:

- The County will implement, manage and maintain the partnership and contract with Clemson's Carolina Clear program for the City as necessary to satisfy the NPDES MS4 Permit Public Education and Outreach requirements.
- The County will maintain the partnership with the Ashley Cooper Stormwater Education Consortium.
- The County will maintain the partnership with the South Carolina Stormwater Managers Association.

Public Involvement/Participation:

- The County will implement, manage and maintain the partnership and contract with Clemson's Carolina Clear program for the City as necessary to satisfy the NPDES MS4 Permit Public Involvement/Participation requirements.
- The County will maintain the partnership with the Ashley Cooper Stormwater Education Consortium.
- The County will maintain the partnership with the South Carolina Stormwater Managers Association.

Illicit Discharge Detection and Elimination (IDDE):

- The County will identify and map all City stormwater outfalls to receiving waters.
- The County will perform periodic dry weather screening/monitoring of all stormwater outfalls within the City for illicit discharges as required by the NPDES MS4 Permit.
- The County will initiate enforcement actions as necessary to eliminate illicit discharges in accordance with the ERP for all illicit discharges found during outfall dry weather screening.
- The County will inventory and update the City's stormwater system and establish a GIS map of the City's stormwater system.

- The County will perform periodic inspections of the City's stormwater system for illicit discharges and initiate enforcement actions for any illicit discharges found.
- The County will develop and perform illicit discharge training of all appropriate municipal staff as required by the NPDES MS4 Permit.
- The County will establish a hotline for citizens of the City to report illicit discharges.

Construction Site Stormwater Runoff Control:

- The County will review and update the City's Stormwater Construction Design Standards for consistency with the County Stormwater Design Standards.
- The County will review stormwater, erosion & sediment control, pollution prevention, site prep and grading plans for all residential, commercial, and industrial development and other construction projects within the City for compliance with County and state requirements as required by the NPDES MS4 Permit.
- The County will track all active construction projects within the City and maintain a database of all active construction projects.
- The County will perform stormwater and erosion and sediment control inspections of all residential, commercial and industrial construction projects within the City as required by the NPDES MS4 Permit.
- The County will track all active construction projects and maintain a database of all inspection reports from start of construction through construction completion and site stabilization.
- The County will initiate and manage enforcement actions for all non-compliant and deficient stormwater construction in accordance with the ERP.
- The County will provide staff training as required by the NPDES MS4 Permit.

Post-Construction Stormwater Management for New Development and Redevelopment:

- The County will review and update the City's Stormwater Post-Construction Design Standards for consistency with the County Stormwater Design Standards.
- The County will review stormwater plans for site performance post-construction stormwater control measures as required by the NPDES MS4 Permit.
- The County will review for and ensure long-term maintenance of post-construction stormwater control measures installed to meet site performance standards.
- The County will establish and maintain an inventory of all installed post-construction stormwater control measures.
- The County will inspect all post-construction stormwater control measures installed during construction, upon completion of construction and after construction as required by the NPDES MS4 Permit.
- The County will maintain a database of all post-construction inspection reports and enforcement actions in accordance with the NPDES Permit and ERP.

Pollution Prevention/Good Housekeeping for Municipal Operations:

- The County will establish and maintain an inventory of all municipally owned facilities within the City.
- The County will establish and maintain an inventory of all municipally owned stormwater controls within the City.
- The County will develop and perform Pollution Prevention/Good Housekeeping training of all appropriate municipal staff as required by the NPDES MS4 Permit.
- The County will perform a comprehensive assessment of all municipally owned facilities and maintain a database of assessment results.
- The County will identify all municipal High-Priority facilities within the City and perform facility specific inspections of all High Priority facilities as required by the NPDES MS4 Permit.
- The County will inventory and prioritize the municipally owned or operated stormwater system structures and catch basins within the City and implement a maintenance plan and schedule for the stormwater system structures and catch basins.
- The County will implement pollution prevention measures for all operation and maintenance activities performed within the City.
- The County will inspect and maintain all municipally owned or operated stormwater controls as required by the NPDES MS4 Permit.

Reviewing and Updating the SWMP:

- The County will perform an annual review of the City's SWMP.
- The County will update the City's SWMP as necessary to add or modify selected BMPs and comply with the NPDES MS4 Permit.

Monitoring, Record Keeping and Reporting:

- The County will maintain records of all outfall water quality screening, monitoring and testing data associated with TMDLs and discharges to impaired waters within the City.
- The County will maintain records of all illicit discharge inspection reports and enforcement actions within the City.
- The County will maintain records and track all active stormwater construction projects within the City.
- The County will maintain records of all stormwater construction inspections, post-construction inspections and enforcement actions associated with construction activity within the City.
- The County will maintain records of all post-construction BMPs and BMP inspections with the City.

- The County will maintain records of illicit discharge and good housekeeping training of municipal staff.
- The County will maintain records of all municipal facility assessments and high priority inspections within the City.
- The County will maintain records of all stormwater system maintenance, catch basin maintenance, stormwater control maintenance and street sweeping within the City.
- The County will prepare all annual reports to be submitted to SCDHEC in accordance with the NPDES MS4 Permit.

Stormwater Management Utility:

- The County will implement the Stormwater Management Utility Ordinance within the City.
- The County will manage the Stormwater Management Utility within the City.
- The County will bill and collect Stormwater Management Utility fees on parcels and users within the City.
- The County will perform, update and maintain impervious surface area calculation data within the City in association with the Stormwater Management Utility Rate Study.
- The County will incorporate parcels and users within the City in the Stormwater Management Utility Rate Study.
- The County will maintain records of all stormwater utility fees collected and stormwater utility revenues spent within the City.

Stormwater Capital Improvements:

- The County and the City will establish a Stormwater Advisory Board consisting of representatives of the both the County and City.
- The Stormwater Advisory Board will program, schedule and fund stormwater capital improvement projects and stormwater BMPs utilizing Stormwater Utility fees collected from parcels and users within the County and City.
- The County will implement, manage and construct stormwater capital improvement projects and stormwater BMPs under the oversight of the Stormwater Advisory Board and in accordance with the Stormwater Management Utility Ordinance.