



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ADMINISTRATION

MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer

FROM: William R. Gray, P. E., Public Works Director

DATE: March 21, 2002

RE: **An Intergovernmental Cost-Sharing Agreement
for Consultant Services Respecting the Clean Water Act
Phase II, Storm Water Program Requirements**

INTRODUCTION

Federal regulations adopted under the Clean Water Act require the City to submit a Notice of Intent [NOI] and Action Plan for compliance with the Nationwide Pollution Discharge Elimination Permits [NPDES] by March 10, 2003. This permit is intended to control storm water pollution from “non-point” sources, specifically from storm water runoff from streets, parking lots, industrial sites, construction sites, and other developed areas. The City will be required to respond with an action plan addressing six items:

1. Public education and outreach on storm water impacts
2. Public involvement and participation
3. Illicit discharge detection and removal
4. Construction site storm water runoff control
5. Post construction storm water management in new development and redevelopment
6. Pollution prevention/good housekeeping for municipal operations

Since the entire Champaign Urbana area is required to respond, several months ago it was decided to ask all interested agencies to jointly pool resources and hire a consultant to help the respective agencies produce a “Notice of Intent.” The agencies participating are Champaign, Urbana, Rantoul, Savoy, University of Illinois, and Champaign County. A technical committee was formed and over the last several months has assembled an intergovernmental agreement (attached) for City Council consideration. Also, a Request for Proposal [RFP] for Consultant Services has been developed. This technical committee will select a consultant to perform the necessary services to allow each agency to respond to the Phase II permit requirements.

The attached Intergovernmental Agreement outlines consultant service fees in a not-to-exceed amount of \$60,000. The \$60,000 was distributed among the six agencies in a manner reflecting each community's benefit for the work to be performed. In the agreement the City of Champaign will be the lead agency and will contract with the selected consultant on behalf of all the parties. The parties agree to create a technical committee that will select the consultant, approve the final contract, interact with the consultant, and accept the deliverables.

BUDGET IMPACTS

The City of Urbana's share of this not-to-exceed \$60,000 study is not to exceed \$12,500. Money for Urbana's share is proposed in the FY 02/03 Budget.

RECOMMENDATION

It is recommended that an ordinance be prepared authorizing the Mayor and Clerk to sign AN INTERGOVERNMENTAL "COST-SHARING" AGREEMENT BETWEEN THE CITY OF CHAMPAIGN, THE CITY OF URBANA, THE VILLAGE OF RANTOUL, THE VILLAGE OF SAVOY, THE COUNTY OF CHAMPAIGN AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN TO PROCURE CONSULTANT SERVICES RESPECTING THE CLEAN WATER ACT, PHASE II, STORM WATER PROGRAM REQUIREMENTS.

WRG:kf
Attachments

AN INTERGOVERNMENTAL AGREEMENT
"COST-SHARING AGREEMENT"

BETWEEN THE CITY OF CHAMPAIGN, THE CITY OF URBANA, THE VILLAGE OF RANTOUL, THE VILLAGE OF SAVOY, THE COUNTY OF CHAMPAIGN AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN TO PROCURE CONSULTANT SERVICES RESPECTING THE CLEAN WATER ACT, PHASE II, STORM WATER PROGRAM REQUIREMENTS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of the date below the signature of the last entity to sign it ("effective date"), by and between the City of Champaign, Illinois, a municipal corporation ("Champaign"); the City of Urbana, Illinois, a municipal corporation ("Urbana"), the Village of Rantoul, Illinois, a municipal corporation ("Rantoul"); the Village of Savoy, Illinois, a municipal corporation ("Savoy"); the County of Champaign; and, the Board of Trustees of the University of Illinois, a body corporate and politic of the state of Illinois ("University"). The foregoing entities will hereafter be noted as "the parties."

WITNESSETH:

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.*, the parties to this contract are authorized to enter into an intergovernmental agreement;

WHEREAS, in 1999, the U.S. Environmental Protection Agency ("EPA") promulgated Storm Water Phase II Regulations ("Rules") 64 FR 68722 pursuant to the Clean Water Act ("Act"), (33 U.S.C. 1342). The Act and Rules extend coverage of the National Pollutant Discharge Elimination System ("NPDES") storm water program to small municipal separate storm sewer systems called "MS4" systems 40 CFR 122.26(b)(16);

WHEREAS, the parties fall under the definition of a Small MS4 system because each is a public body created pursuant to State law that owns or operates a separate storm sewer system.

WHEREAS the Small MS4 program requirements are designed to reduce the discharge of pollutants, protect water quality, and satisfy the water quality requirements of the Act and include six elements that must be implemented in order to satisfy the regulatory requirements. These six elements include: Public Education and Outreach; Public Participation/Involvement; Illicit Discharge Detection and Elimination; Construction Site Runoff Control; Post-Construction Runoff Control; and Pollution Prevention/Good Housekeeping;

WHEREAS, a small MS4 system must apply for an NPDES permit by submitting a Notice of Intent ("NOI") prior to March 10, 2003;

WHEREAS, the parties do not have sufficient expertise or personnel to independently develop a complete MS4 program and, given geographic proximity and the certainty of intermingled storm sewer systems, the parties desire to enter a cost sharing agreement for the purpose of procuring consultant services regarding requirements of the Act and its Regulations;

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs as provided in this Agreement;

WHEREAS, the maximum contribution required of each party is provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the other undertakings contained in this Agreement, the parties agree as follows:

Section 1. Definitions.

Unless the context requires otherwise, the terms below shall have the meanings assigned to them as follows:

- (A) "Party or Parties" means the City of Champaign, the City of Urbana, the Village of Rantoul, the Village of Savoy, the County of Champaign, and/or the University of Illinois at Urbana-Champaign (UIUC).
- (B) "Deliverables" means a completed NPDES Phase II Storm water permit application package including the requisite Notice of Intent (NOI) form for each party, and, a written plan that details the components of a Phase II Storm water program for each party.
- (C) "Timely Manner" means within two calendar weeks from date of request.

Section 2. Purpose.

This Agreement outlines a cost-sharing arrangement and contract management scheme between the parties for the purpose of procuring consultant services regarding Storm Water Phase II requirements.

Section 3. Scope & Duration.

This Agreement is limited to acquiring consultant services for the purpose of advising and developing Phase II Storm water programs for each party that satisfy applicable regulatory requirements. All Parties agree to reasonably cooperate to allow the consultant to commence work by April 2002, and complete said work within 11 months of the start of the services. This Agreement will terminate upon the completion of the project which shall occur when the parties accept the prescribed deliverables from the consultant.

Section 4. Responsibilities.

Each party is responsible for contributing the amount of money specified in *Section 5. Cost-Sharing and Contract Management Scheme* of this Agreement. Each party is also responsible for coordinating information requests from the other parties and/or the consultant in a timely manner.

Section 5. Cost-Sharing and Contract Management Scheme.

5.1 Consultant Selection.

The parties shall select a consultant to develop Phase II storm water permits and programs that satisfy applicable regulatory requirements. The parties agree that the City of Champaign will contract with the selected consultant on behalf of all the parties, manage the contract, and will bear primary responsibility for paying consultant invoices. The contract shall provide that the consultant shall consult with all parties to an equal extent with regard to the content of the services and approval of final deliverables.

5.2 Project Funding.

Equally Shared	Cost	Champaign	Urbana	UIUC	County	Rantoul	Savoy
Public Education	\$30,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Public Participation							
Pollution Prevention							
Proportionally Shared	\$30,000	\$7,500	\$7,500	\$7,500	\$2,500	\$2,500	\$2,500
Construction Runoff							
Post-Construction Illicit Discharge							
"Total Costs"	\$60,000	\$12,500	\$12,500	\$12,500	\$7,500	\$7,500	\$7,500

The parties agree that the Total Costs and individual Total Costs shall not exceed the amount set forth above.

5.3 Invoices and Payments.

Each party agrees to pay the City of Champaign its respective proportional costs either in advance, or, upon receipt of an invoice from the City of Champaign. The City of Champaign shall provide to all parties reasonable documentation regarding, and an invoice for, the actual cost of the work as costs are incurred. If, during the course of the contract, a party desires the consultant to perform additional work for that party beyond the scope of work and which exceeds that party's individual costs specified above, the parties agree that such party may then arrange for the additional services and supplemental payment through the City of Champaign.

Section 6. Intergovernmental Technical Committee.

The parties agree to create an Intergovernmental Technical Committee consisting of representatives from each of the parties for the purpose of implementing this Agreement. The committee will be responsible for approving a request for proposal (RFP) to procure consultant services, interviewing potential consultants, selection of final consultant, accepting deliverables from the consultant, and, any changes in the work program. The parties agree that the committee will make decisions by consensus. If a consensus cannot be reached, the parties will decide by majority vote with each party having only one vote.

Section 7. Prior Agreement.

The parties agree that this Agreement between the parties supersedes all other agreements relating to the subject matter of this Agreement.

Section 8. Miscellaneous Provisions.

If state legislation changes the powers or responsibilities of the parties relative to this Agreement, the parties shall renegotiate this Agreement in good faith.

Section 9. Action Contrary to Law.

Nothing contained herein shall require the parties to take any action that would be a violation of law or would cause a default on any obligation or debt instrument.

Section 10. Notices.

Notice hereunder shall be considered delivered when delivered personally or sent by certified mail, postage prepaid to:

City of Champaign

Mr. Steven C. Carter, City Manager
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

City of Urbana

Mr. Tod Satterthwaite, Mayor
City of Urbana
400 S. Vine
Urbana, Illinois 61801

Village of Rantoul

Mr. Neil Williams, President
Village of Rantoul
333 S. Tanner
Rantoul, Illinois 61866

Village of Savoy

Mr. Robert C. McLeary, President
Village of Savoy
114 W. Church
Savoy, Illinois 61874

University of Illinois

Dr. Irene Cooke, Director
Division of Environmental Health & Safety
101 S. Gregory St.
Urbana, Illinois 61801

County of Champaign

Patricia Avery, Chair
Champaign County Board
1776 E. Washington Street
Urbana, Illinois 61802

Section 11. Approvals.

All parties hereby agree to take any official action necessary to accomplish their respective obligations as set forth in this Agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation or budgeting of money, and any and all other undertakings set forth in this Agreement. When a provision in this Agreement requires the agreement or approval of one or all of the parties, such agreement or approval shall be evidenced in writing and signed by the City Manager for the City of Champaign, the Mayor of the City of Urbana, the Mayor of the Village of Rantoul, the President of the Village of Savoy, the Chair of the Champaign County Board and the Vice-Chancellor for Administration and Human Resources of the University.

Section 12. Binding Agreement.

This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

CITY OF CHAMPAIGN, ILLINOIS

By: _____
City Manager

Attest: _____
City Clerk

Date: _____

APPROVED AS TO FORM FOR CITY:

City Attorney

CITY OF URBANA, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

APPROVED AS TO FORM FOR CITY:

City Attorney

VILLAGE OF RANTOUL, ILLINOIS

By: _____
President

Attest: _____
Village Clerk

Date: _____

APPROVED AS TO FORM FOR VILLAGE:

Attorney

VILLAGE OF SAVOY, ILLINOIS

By: _____
President

Attest: _____
Village Clerk

Date: _____

APPROVED AS TO FORM FOR VILLAGE:

Attorney

COUNTY OF CHAMPAIGN, ILLINOIS

By: _____
County Board Chair

Attest: _____
County Clerk

Date: _____

APPROVED AS TO FORM FOR COUNTY:

States Attorney

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

By: _____
Craig S. Bazzani, Comptroller

Attest: _____
Michele M. Thompson, Secretary

APPROVED:

Charles C. Colbert, Vice Chancellor for
Administration and Human Resources, UIUC

Irene Cooke, Director
Division of Environmental Health and Safety

David B. Wilcoxon, Acting Assistant Director
Environmental Compliance Section
Division of Environmental Health and Safety

APPROVED AS TO FORM:

For the Office of University Counsel

Date: _____

ORDINANCE NO. 2002-03-027

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT "COST-SHARING AGREEMENT"

(CONSULTING SERVICES RESPECTING CLEAN WATER ACT)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That An Intergovernmental Agreement "Cost-Sharing Agreement" Between the City of Champaign, the City of Urbana, The Village of Rantoul, the Village of Savoy, the County of Champaign and the Board of Trustees of the University of Illinois at Urbana-Champaign to Procure Consultant Services Respecting the Clean Water Act, Phase II, Storm Water Program Requirements, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____, 2002.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2002.

Tod Satterthwaite, Mayor