

DELEGATION AGREEMENT

**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
FREMONT COUNTY**

Article I. Authority

1. Pursuant to the authority of W.S. 35-11-304(a), the State of Wyoming, acting through the Administrator of the Water Quality Division, hereafter "WQD", and the Director of the Department of Environmental Quality, hereafter "DEQ", and Fremont County, a local governmental entity, hereafter "Entity", enter into the following Delegation Agreement, hereafter "Agreement".

Article II. Introduction and Purpose

2. This Agreement is authorized by W.S. 35-11-304, which provides that, to the extent requested by a municipality, the water and sewer district or county, the Administrator of the Water Quality Division, with the approval of the Director of the Department of Environmental Quality, shall delegate the authority to enforce and administer the provisions of W.S. 35-11-301(a)(iii) to local governmental entities, subject to certain conditions.

This Agreement provides for local assumption of such authority and for promulgation of local regulations consistent with the standards and provisions of the Wyoming Environmental Quality Act (Act) and applicable standards and regulations promulgated pursuant to the Act.

3. The purpose of this Agreement is to foster state-local cooperation and conformity in the regulation of small wastewater facilities and to provide uniform and effective application of the provisions of the Wyoming Environmental Quality Act relating to the construction and operation of these facilities.
4. Under this Agreement, the enforcement and administration of permitting and inspection of small wastewater facilities are delegated to qualifying local governmental entities that have complied with the requirements of W.S. 35-11-304, applicable Wyoming Water Quality Rules and Regulations, and the terms of the Wyoming Administrative Procedure Act, W.S. 16-3-101, et.seq.

Article III. Requirements for the Agreement

5. The State, by the WQD Administrator, and the Entity, by the Fremont County Board of Commissioners, affirm that they will comply with all of the provisions of this Agreement, all applicable standards and Wyoming Water Quality Rules and Regulations, regulations

promulgated by the entity, and that they will continue to meet all the conditions and requirements specified in this Agreement.

- (a) The WQD Administrator shall be responsible for administering this Agreement on behalf of the State of Wyoming. The Delegated Local Official shall administer this Agreement on behalf of the Entity, in accordance with W.S. 35-11-304(a)(ii).
- (b) WQD has and shall continue to have authority to carry out this Agreement, and shall expend sufficient funds to effectively implement the delegation and oversight activities contemplated in W.S. 35-11-304(a).

Article IV. Terms of the Agreement

6. By execution of this Agreement, WQD delegates and the Entity accepts the authority and responsibility to enforce and administer the provisions of W.S. 35-11-301(a)(iii) for small wastewater facilities, as defined in W.S. 35-11-103(c)(ix). This delegation includes the authority to develop necessary rules, regulations, standards, and permit systems, to review and approve construction plans, conduct inspections, issue permits, to enforce against violations, and to develop rules governing the review and appeal of any decision made by the Entity.

This Agreement does not include authority or responsibility to enforce and administer any other provisions of W.S. 35-11-302(a)(iii), including wastewater systems with design flows greater than two thousand (2,000) gallons of domestic sewage per day or any system that discharges non-domestic wastewater.

To determine if a proposed small wastewater system exceeds the authority delegated to the Entity, refer to Attachment G.

- (a) The Entity agrees to enforce and administer the permit program for the facilities identified above, for the areas within its boundaries. The boundaries are identified on the map included in Attachment A, incorporated into this Agreement by this reference.
- (b) The Entity hereby designates the Director of Planning as the "Delegated Local Official" who is authorized to enforce and administer the permitting program delegated herein. The authorizing resolution from the Entity is included in Attachment B, incorporated into this Agreement by this reference.
- (c) The names of the individual(s) authorized to issue permits and their qualifications are included in Attachment C, incorporated into this Agreement by this reference.
- (d) The Entity has established rules, regulations, and standards for the issuance of permits required under W.S. 35-11-301(a)(iii), that are at least as stringent as those promulgated by the State under W.S. 35-11-302(a)(iii). The local rules include the process by which an aggrieved party may seek a review of the Entity's action. Such standards and rules, as promulgated, are found in Attachment D, incorporated into this Agreement by this reference.



- (e) The local Entity has developed and adopted permitting procedures consistent with those established in current rules and regulations of the State. The procedures, as adopted by the Entity are also included in Attachment D incorporated into this Agreement by this reference.
- (f) The Delegated Local Official shall establish and maintain an adequate system of records and information for each project permit, inspection, and enforcement action. The records and information system to be used by the local agency is described in Attachment E, incorporated into this Agreement by this reference.
- (g) The Entity agrees to submit status reports to the Administrator annually, no later than February 1st of the next calendar year. The Administrator will review the status report and may conduct an on-site program evaluation of the local program to assess the Entity's compliance with the terms of this agreement. Upon request and reasonable notice, the Administrator may during business hours inspect the records and procedures of the Entity with regard to the review, issuance, inspection and enforcement of the permit program.
- (h) When an applicant's septic system falls under the regulatory authority of the WQD Underground Injection Control (UIC) Class V Well Program, the entity shall instruct the applicant to submit a completed WQD UIC application to the WQD UIC Program for review and approval.

If the Entity wishes to do so, the Entity may request a concurrent review of the application from the WQD UIC program. Any comments on the application or material generated from the application may be submitted to the WQD UIC program for review and consideration up until the end of the state required public comment period (for Class V Individual permits only).

- (i) Sovereign Immunity. The DEQ and the WQD do not waive sovereign immunity by entering into this Agreement and the Entity does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to W.S. §1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

Article V. Other Conditions of the Delegation

- 7. No permit shall be issued for any facility that would result in non-compliance with an approved Water Quality Management Plan prepared under Sections 208 or 201 of the Federal Clean Water Act.

8. Upon approval of this Agreement, the Entity will promptly proceed to assume the responsibility to implement this Agreement and to hire, train and organize personnel as necessary. WQD will provide technical and other assistance as requested in order to ensure a smooth transition period.
9. The Entity will commence performing the functions delegated by this Agreement upon the date of execution and continue until such time as the delegation is suspended or revoked or until the Entity provides ninety (90) days' notice of intent to terminate the Agreement.
10. This Agreement may be amended at any time by the written agreement of both parties.

Article VI. Changes in State or Entity Standards

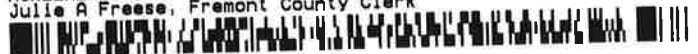
11. The State may from time to time revise and promulgate new or revised construction and/or operation standards and administrative procedures. If necessary in order to meet the requirements of W.S. 35-11-304(a), the Entity shall make such changes as may be accomplished by rule-making within six (6) months of notice by the State. Such changes shall be made in conformity with the requirements of W.S. 16-3-101, et.seq.
12. The State and Entity shall provide such other with copies of any changes to their respective laws, rules, and regulations and standards that pertain to the administration and enforcement of this agreement.

Article VII. Inspection

13. The Delegated Local Official shall provide for the inspection of all facilities during construction to ensure the facilities have been constructed according to approved plans and specifications. The Delegated Local Official may also conduct periodic operation inspections of facilities permitted under the authority of this Agreement and may implement procedures for inspection and the reporting of inspection in conformity with W.S. 35-11-109(a)(vi). The Delegated Local Official will be the point of contact and inspection authority in dealing with permittees concerning operations and compliance with the permitting and operation standards covered by this Agreement.
14. For oversight purposes, the WQD may designate authorized representatives to enter and inspect the construction and/or operation of the facilities described in this Agreement. Said inspections shall be conducted in conformity with W.S. 35-11-109 (a)(vi). The Entity shall receive reasonable notice of such inspection and may participate in this inspection.

Article VIII. Enforcement

15. The Entity shall be the primary enforcement authority concerning local compliance with the requirements of the construction and permitting management activities delegated by this Agreement. A legal opinion or a copy of local regulations demonstrating that the Entity has necessary authority to enforce compliance at the local level is attached, Attachment F.




- (a) Should the local governmental entity and the State fail to agree regarding the propriety of any enforcement action or inaction, the WQD may take any action necessary to comply with the terms of the Wyoming Environmental Quality Act and applicable standards and regulations. The Agreement does not limit the State's authority to enforcement against other violations of State law.
- (b) Through periodic reports, the local governmental entity shall notify the WQD of all violations of applicable laws, regulations or orders and all actions taken with respect to such violations.

Article IX. Revocation, Suspension or Termination

- 16. This Agreement may be voluntarily terminated by the Entity upon ninety (90) days written notice. Additionally, the administrator, with the approval of the director, may revoke or temporarily suspend this Delegation Agreement if the Entity fails to perform its delegated duties or has otherwise violated the terms of this Agreement. The administrator shall immediately notify the Delegated Local Official in writing of any revocation or suspension of the permitting authority. Such administrative action is subject to review by the Environmental Quality Council if the Entity so requests within twenty (20) days or notice of the State's action. Unless a revocation or suspension is appealed to the Council, it becomes effective twenty (20) days after the receipt of such notice.
- 17. The Entity may not assign any of its functions or authority delegated by this Agreement without prior written consent of the administrator.
- 18. The parties to this Agreement have read and understand all of its provision. This Agreement is effective upon execution this 5th day of April, 201~~8~~⁹ and shall remain in effect until terminated as provided above.


Department of Environmental Quality



 Todd Parfitt
 Director, Department of Environmental Quality

4/5/2019

 Date




 Kevin Frederick
 Administrator, Water Quality Division

3-29-19

 Date

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 Julie A Freese, Fremont County Clerk



Local Governmental Entity



Travis Becker
Chairman, Fremont County Commissioners

2-13-18

Date



Julie Freese
Fremont County Clerk



2-13-18


Date



Steve Baumann
Director, Fremont County Planning and Rural Addressing

2-13-18

Date


Jodi Darrough
Chief Civil Deputy, Fremont County Attorney

2-14-18

Date

2019-1409460

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Julie A Freese, Fremont County Clerk

