



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 7/31/2012

Report Type: Consent

Title: Agreement: Stormwater through National Pollutant Discharge Elimination System (NPDES) Permit Cost Sharing Memorandum of Understanding

Report ID: 2012-00592

Location: Citywide

Recommendation: Pass a motion authorizing the City Manager or the City Manager's designee to sign the Stormwater NPDES Permit Cost Sharing Memorandum of Understanding (MOU) with the County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova

Contact: Bill Busath, Interim Engineering Manager, (916) 808-1434; Sherill Huun, Supervising Engineer, (916) 808-1455 - Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Water Quality Engineering

Dept ID: 14001331

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A – Memorandum of Understanding

City Attorney Review

Approved as to Form
Joe Robinson
7/19/2012 11:08:39 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
7/2/2012 11:55:36 AM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 7/19/2012 9:16:23 AM



Description/Analysis

Issue: The City and six other local agencies are Permittees under the Sacramento Area-wide Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) Permit (Permit No. CAS082597) that requires the Permittees to revise and submit to the California Regional Water Quality Control Board (Regional Board) a cost sharing MOU.

Policy Considerations: The Sacramento Stormwater NPDES Permit and associated management program is a federally mandated program. The stormwater program and the cost sharing MOU support the City’s 2030 General Plan Environmental Resources Goal 1.1: Protect local watersheds, water bodies and groundwater resources, including creeks, reservoirs, the Sacramento and American rivers, and their shorelines.

Economic Impacts: None

Environmental Considerations: The City’s Environmental Services Planning Manager has reviewed the MOU and determined that it is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308. Authorization for the Department of Utilities to enter into the cost sharing MOU that defines the policies for meeting shared responsibilities and costs under the Sacramento Stormwater NPDES Permit is an action directed by the State to assure the maintenance, restoration and protection of the environment.

Sustainability: The Sacramento Stormwater NPDES Permit and associated management program are consistent with the City Sustainability Master Plan’s goals of: reducing the use of pesticides and other toxic materials; protecting and restoring the City’s urban creeks; and conserving the use and protection of sources of water.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The Sacramento Stormwater NPDES Permit requires the Permittees to revise and submit to the Regional Board a cost sharing MOU that defines the policies for meeting shared responsibilities and costs. City Council authorization is required for the City to enter into the required MOU.

Financial Considerations:

The cost sharing percentages are based on populations of the Permittees in the 2010 U.S. Census and are outlined in the MOU as follows:

	2010 Population ¹	Percent of Total Population (rounded to 0.1%)
Citrus Heights	83,301	5.9%
Elk Grove	153,015	10.9%
Folsom	72,203	5.2%
Galt	23,647	1.7%
Rancho Cordova	64,776	4.6%

City of Sacramento	466,488	33.3%
Unincorporated County ²	539,156	38.4%
Total ³	1,402,586	100.0%

Notes:

1. Source of population: U.S. Census Bureau - 2010 Census
2. Based on the 2010 census total for the Unincorporated County minus communities outside of the Urban Services Boundary:
555,358 - 16,202 = 539,156
3. Based on the 2010 census total for entire Sacramento County minus communities outside of the Urban Services Boundary:
1,418,788 - 16,202 = 1,402,586

This revised MOU changes the City's cost share percentage from 33.5% to 33.3%. The City's share will be paid from the Drainage Fund (Fund 6011). For FY13 there is sufficient funding for the costs associated with our NPDES Permit in the FY10-14 NPDES Stormwater Program (I14010200). Funding for future years will be established during the budget process.

Emerging Small Business Development (ESBD): All contracts and agreements entered into and administered by the City under this MOU will follow the established City ESBD guidelines.

Background

In September 2008, the California Regional Water Quality Control Board (Regional Board) issued an NPDES Permit (Permit No. CAS082597) to the County of Sacramento and the Cities of Sacramento, Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova (Permittees) regulating the discharge of stormwater to local receiving waters. The Sacramento Stormwater NPDES Permit requires the Permittees to revise and submit to the Regional Board a cost sharing MOU which at a minimum provides a structure for the following: designation of joint responsibilities, decision making, cost sharing, information management of data and reports, and any other collaborative arrangements required to comply with the permit.

In October 1992 the City first entered into a master cost sharing MOU with the County of Sacramento and the Cities of Folsom and Galt for work related to the NPDES Stormwater Management Program (Resolution 92-732). In April 2003 the City entered into a revised MOU (Resolution 2003-202) with the County of Sacramento and the cities of Folsom, Galt, Elk Grove and Citrus Heights to fulfill the requirements of the new permit. The attached MOU is a revision of the 2003 MOU in order to fulfill the requirements of the 2008 Sacramento Stormwater NPDES Permit and to update the cost share percentages to reflect the populations from the 2010 U.S. Census.

The Permittees regularly cost share many of the permit required activities such as monitoring activities, target pollutant control strategy development, BMP effectiveness studies and some public outreach and education activities.

Contracts or agreements falling under the MOU will be entered into and administered by either the City of Sacramento or the County of Sacramento and invoices for reimbursement will be sent to the other Permittees by the contract administrator. Authority for the City to enter into contracts or agreements or pay reimbursement invoices from the County will follow the normal City protocol.

Memorandum of Understanding Regarding Administrative Responsibilities and Apportionment of Costs between Permittees Under NPDES Permit No. CAS082597

This Memorandum of Understanding (“MOU”) regarding division of administrative responsibilities and apportionment of costs for the Sacramento Permittees under NPDES Permit No. CAS082597, is made and entered into this _____ day of _____, 2012 by the County of Sacramento (“County”), the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, and Sacramento (collectively, the “Permittees” and individually, a “Permittee”, also referred to as “parties to this MOU”).

RECITALS

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. Section 1342 (p)) to require the United States Environmental Protection Agency (“EPA”) to promulgate regulations (“Regulations”) permitting stormwater discharges; and

WHEREAS, the Regulations are designed to control pollutants associated with stormwater discharges through National Pollutant Discharge Elimination System (NPDES) permits which allow lawful discharges of stormwater into the waters of the United States; and

WHEREAS, the Regulations require issuance of NPDES permits and compliance therewith for discharges to receiving waters from municipal storm sewers on a system-wide or jurisdiction-wide basis; and

WHEREAS, the EPA has delegated to the State of California the authority to issue NPDES permits; and

WHEREAS, the California Regional Water Quality Control Board, Central Valley Region (“Regional Water Board”) has been charged by the California State Water Resources Control Board (“SWRCB”) with the responsibility to issue NPDES permits within the Central Valley Region; and

WHEREAS, the Permittees are situated within the Central Valley Region; and

WHEREAS, on September 11, 2008 the Regional Water Board issued an NPDES municipal separate storm sewer system permit, NPDES No. CAS082597, Order No. R5-2008-0142, (hereinafter referred to as “Permit”) for the County of Sacramento and the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento (hereinafter referred to collectively as the “Permittees” and individually as a “Permittee”); and

WHEREAS, the Permit is effective October 31, 2008 and expires on September 11, 2013; and

WHEREAS, the Permit requires the Permittees to monitor stormwater discharges and implement multiple programs to reduce the level of pollutants discharged into receiving waters; and

WHEREAS, the Permittees desire to develop a comprehensive stormwater management program with the objective of reducing to the maximum extent practicable (MEP) pollutant discharges into those receiving waters identified in the Permit including but not limited to, urban creeks, the Sacramento River, and the American River; and

WHEREAS, in order to comply with the Permit's requirements the Permittees will incur various costs relating to monitoring and/or implementing programs required by the Permit; and

WHEREAS, in order to comply with the requirements of their prior municipal separate storm sewer system permit, the Permittees previously entered into an MOU for the purpose of division of administrative responsibilities and apportionment of costs and they desire to continue that effort; and

WHEREAS, the Permit modifies former requirements and adds new requirements not found in the Permittees' prior municipal separate storm sewer system permit and therefore the Permittees desire to update the previous MOU between the Permittees; and

WHEREAS, the purpose of this MOU between the Permittees is to establish administrative responsibilities and apportionment of costs related to shared activities associated with Permit implementation.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Permittees agree as follows:

1. Purpose

The purpose of this MOU is to establish a comprehensive, uniform and coordinated regional process by which the Permittees comply with the Permit. This MOU formalizes the manner in which each Permittee shall collaborate with all other Permittees to address common issues, promote consistency among each Permittees' stormwater quality programs, coordinate resources in regional programs such as monitoring and public outreach, and plan and coordinate activities required to comply with the Permit.

This MOU describes:

- a. SSQP management structure,
- b. Term of the MOU,

- c. Permittee responsibilities,
- d. Primary contacts,
- e. Decision making processes,
- f. Designation of Mandatory and Additional Joint Activities,
- g. Cost sharing,
- h. Information management,
- i. Reporting, and
- j. Other collaborative arrangements for Permit compliance activities.

2. Previous MOU superseded

This MOU supersedes the following agreement previously existing between the Permittees:

- The “Memorandum of Understanding Regarding Administrative Responsibilities and Apportionment of Costs under NPDES Permit No. CAS082597” dated April 22, 2003.

This MOU does not affect, supersede, or modify any other agreements presently existing between any of the Permittees.

3. Permittees in MOU

The Permittees in this MOU include the County, and the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento.

4. Addition of new Permittees to MOU

Any newly incorporated city, or any other local jurisdiction that becomes a permittee under the Permit due to action by the Regional Water Board, may become a party to this MOU. To become a party to this MOU, the governing body of the new permittee must approve a separate addendum to this MOU making the new permittee bound by its terms and conditions as a Permittee. Addition of a new party to this MOU in this manner shall not require further modification of this MOU nor approval by the other parties to this MOU, except that Exhibit A shall be modified to reflect the addition of the new party and revised apportioned costs based thereon. A copy of any such addendum shall be made available to all the parties to this MOU.

5. Term of MOU

The provisions of this MOU shall commence upon approval of this MOU by all Permittees and shall terminate upon adoption of a successor MOU or in a manner consistent with Section 6 of this MOU.

6. Termination

Each Permittee shall have the right to withdraw from and terminate its responsibilities under this MOU, by serving a written notice of withdrawal upon all other Permittees. The effective date of such withdrawal shall be June 30, and any notice of withdrawal shall be served not later than sixty (60) calendar days prior to the June 30 effective date. The notice shall be deemed served for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed in accordance with the terms and provisions of this MOU. The hold harmless and indemnification provisions of Section 7 hereof shall survive such Permittee's withdrawal and shall remain applicable to the withdrawing Permittee and remain in full force as to acts or omissions occurring prior to the effective date of such withdrawal.

Any Permittee withdrawing from this MOU shall pay its proportionate share of any work performed under the MOU (including any previously approved Joint Authorization commitments) up to the effective date of said Permittee's withdrawal. This shall include unexpected expenses that were not known at the time of withdrawal, but are related to work or actions that occurred before the effective date of the withdrawal. The withdrawal of any Permittee shall not affect the terms and conditions of this MOU among and as applied to the remaining Permittees, except that the cost sharing proportions in Exhibit A shall be recalculated to reflect the changes caused by the withdrawal, except as otherwise agreed by the remaining Permittees pursuant to Section 9 of this MOU.

7. Indemnification and Claims

Notwithstanding any other provisions of this MOU, each Permittee shall indemnify, defend and hold harmless all other Permittees, their officers, agents, and employees from and against any and all claims, losses, liabilities or damages, including payment of reasonable attorney's fees and costs, arising out of the indemnifying Permittee's non-compliance with the Permit, or the negligence or other act or omission by the indemnifying Permittee, its officers, agents, employees, and/or contractors relating to the Permit or this MOU.

It is the intention of each Permittee that the provisions of this paragraph be interpreted to impose on each Permittee responsibility to the other Permittees for the acts and omissions of their respective officers, directors, agents, employees, and/or contractors. It is also the intention of each Permittee that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Permittee shall bear the proportionate cost of any damage attributable to the fault of that Permittee, its officers, directors, agents, employees, and/or contractors.

8. Insurance or Self-Insurance

Each Permittee, at its sole cost and expense, shall carry insurance for, or self-insure, its activities in connection with this Agreement, with coverage for general liability, workers compensation, property, professional liability, and business automobile liability with coverage limits that are adequate to cover its potential liabilities hereunder, subject to the reasonable approval of the other Permittees. Each Permittee agrees to provide the other Permittees thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages.

9. Amendments

With the exception of the process for adding new Permittees to this MOU described in Section 4 hereof and the process for withdrawal of a Permittee described in section 6 hereof, any modifications or amendments to this MOU must be approved in writing by each Permittee's governing body.

10. Responsibilities of Each Permittee

- a. Each Permittee understands and agrees that there is no express or implied agency relationship between the Permittees, except as expressly provided in the provisions of this MOU governing the designation of Contract Administrators and Lead Permittees. It is further understood and agreed by the Permittees that all persons employed by each Permittee shall be entirely and exclusively under the direction, supervision, and control of the employing Permittee.
- b. The Permittees are legal entities and have the authority to develop, administer, implement, and enforce stormwater management programs within their own jurisdictions. Notwithstanding this MOU, the individual Permittees are solely responsible for compliance with the Permit within their respective jurisdictions. The County is solely responsible for compliance with the Permit within the urbanized unincorporated areas of the County of Sacramento.
- c. Each Permittee is solely responsible for the retention and/or storage of its own data, documents, and reports or writings, for the length of time required by the Permit or until three years after the expiration of the Permit, whichever is greater.
- d. Each Permittee is responsible for complying with the provisions of the California Environmental Quality Act (CEQA, Public Resource Code Section 21000, et seq.) in connection with that Permittee's implementation of the terms, conditions, and requirements of the Permit and this MOU.

11. Separate Agreements between Permittees

Nothing in this MOU shall prevent individual Permittees from entering into agreements with each other or with others to obtain or to provide services related to

implementation of Permit or MOU obligations. Such service agreements do not relieve individual Permittees from their obligations under the Permit or this MOU, and obligations under this MOU will supersede any conflicting obligations of separate agreements.

12. Primary Contacts

As between the Permittees regarding Permit matters that are of interest to all Permittees, the County and City of Sacramento shall serve as the primary co-contacts with regulating agencies such as EPA, SWRCB, and the Regional Water Board. Permit matters that are specific to a particular jurisdiction should be addressed directly to and by that jurisdiction. The County and City of Sacramento shall transmit any correspondence relating to the Permit received from the Regional Water Board, SWRCB, or EPA to the other Permittees within five (5) business days of receipt. This designation of primary contacts is intended only as a convenience for the regulating agencies, and each Permittee understands and agrees that this provision does not relieve individual Permittees of any Permit obligations, nor impose any new Permit obligations on the County or City of Sacramento.

13. Information sharing

Except as provided in Section 22 of this MOU regarding Non-Participation in Joint Activities, if any Permittee submits any required documents, reports, or writings relating to stormwater discharges to the Regional Water Board, SWRCB, or EPA, said Permittee shall also send a copy thereof to each Permittee. At its discretion, the Permittee sending copies of documents may require reimbursement from the receiving Permittees for its actual copying costs, and Permittees receiving same agree to reimburse said Permittee.

Upon written request, each Permittee agrees to make available to the other Permittees in this MOU all non-confidential and non-privileged data, documents, reports, or writings that are public records relating to the Permit. At the discretion of the Permittee that is providing the copies, the Permittee requesting the information shall be responsible for actual costs incurred in connection with said request, including copying costs.

14. Steering Committee

The Permittees shall establish a Steering Committee consisting of one representative designated by each Permittee's governing body and authorized thereby to act on that Permittee's behalf as herein stated, subject to any limitations on such authority specified in the Permittee's governing charter and/or code. The Permittees also may designate one or more alternate representatives, if needed, provided that at any given time the Steering Committee shall include only one representative for each Permittee. The purpose of the Steering Committee is to make decisions on behalf of the Permittees relative to implementation of common activities required by the Permit and thereby subject to the terms of this MOU. The

responsibilities and activities of the Steering Committee include, but are not limited to, the following:

- Oversight of MOU implementation
- Resolution of issues and disputes between Permittees related to implementation of this MOU
- Management of Joint Activities defined in this MOU
- Designation and management of Additional Joint Activities not specified in this MOU
- Execution of Joint Authorizations which authorize scope, budget and cost apportionment for each Joint Activity
- Designation and approval of reimbursable staff support for Joint Activities
- Determination of reimbursement mechanisms

Any action by the Steering Committee requires the affirmative vote of a majority of all the Steering Committee members. The Steering Committee may conduct its business, including any official actions or approvals, in various reasonable manners as it sees fit, provided that a good faith effort is made to accommodate the preferences of all Permittees. Methods for conducting Steering Committee business may include but are not limited to the following: meetings conducted in-person, telephone, email, on-line discussions, routing of hard copy by courier or U.S. Mail, or any reasonable combination of methods.

Each Steering Committee member has one vote on Steering Committee decisions.

The governing body of any Permittee jurisdiction may delegate authority to the authorized representative of another Permittee to represent it on the Steering Committee, including the casting of its vote. This does not relieve each Permittee of the responsibility to obtain funding authority or any other authority necessary for participation in a Joint Activity.

15. Joint Activities

The terms and conditions of this MOU apply to “Joint Activities”, which are those activities related to compliance with the requirements of the Permit, and that provide work products, services, or other benefits that are of common benefit to all Permittees and are jointly funded by the Permittees.

Joint Authorizations will be used to document agreement to the scope, budget and cost share for each Joint Activity, as described in Section 26 hereof. For each Joint Activity designated by this MOU or by the Steering Committee, the Steering Committee, or the Permittee(s) acting as Lead Permittee(s) responsible for the implementation of the activity pursuant to Section 19 hereof, shall provide all Permittees with adequate documentation. This documentation shall include the following elements and any other documentation as determined by the Steering Committee:

- a. Description of the scope, budget and purpose of the activity;
- b. Copies of applicable contracts;
- c. Significant decisions regarding the management of the activity;

Any changes to the scope and purpose of a Joint Activity shall be in writing.

16. Joint Activities designated in MOU

Mandatory Joint Activities - The following activities are hereby designated as Mandatory Joint Activities and are projects specified in the Permit:

- 1) Regional Public Outreach Strategy Development
- 2) Regional Mixed Media Campaigns
- 3) Public Opinion Surveys
- 4) Regional School Outreach
- 5) Regional IPM Public Education Program
- 6) Target Pollutant Identification and Prioritization
- 7) Target Pollutant control strategy (including but not limited to the Sediment Erosion, Pathogen Indicator (Fecal Waste Reduction), Pesticide Plan, Mercury Plan, and Metals) updates
- 8) Contributions to the Brake Pad Partnership
- 9) Hydromodification Management Plan (HMP) preparation
- 10) Stormwater Quality Design Manual for the Sacramento and South Placer Regions (to include the HMP and LID requirements) update
- 11) Pilot Watershed - New Development BMP Effectiveness Evaluation
- 12) Proprietary Treatment BMP Effectiveness Evaluation
- 13) Annual Monitoring Report and Work Plan preparation
- 14) Urban Runoff (Discharge) Monitoring
- 15) River Monitoring
- 16) Water Column Toxicity Monitoring
- 17) Urban Tributary Monitoring
- 18) Additional Pesticide Monitoring
- 19) Bioassessment Monitoring
- 20) Sediment Monitoring
- 21) Additional Total Mercury and Methylmercury Analyses
- 22) Any monitoring required jointly of the Permittees by the Regional Water Board, such as pursuant to a 13267 letter or other legal mechanism
- 23) Wet Detention Basin Effectiveness Monitoring Study

All the signatories of this MOU agree to participate in cost sharing for completion of Mandatory Joint Activities.

17. Joint Activities not designated in MOU

Additional Joint Activities are not designated in this MOU but shall be designated by the Steering Committee as needed.

Additional Joint Activities are activities designated by the Steering Committee as necessary to comply with the Permit that were not anticipated at the time of execution of this MOU or are activities designated by the Steering Committee which are not specifically required by the Permit, but will provide mutual benefits to two or more Permittees related to Permit compliance.

Additional Joint Activities may be proposed by any member of the Steering Committee for consideration by the Steering Committee.

Joint Authorizations shall be executed by the Steering Committee to document the scope, budget and cost share for each Additional Joint Activity. All the Permittees agree to participate in cost sharing for completion of Additional Joint Activities. If a Permittee does not desire to participate in an Additional Joint Activity, that Permittee will not be included in the cost share formula for that activity, and will be considered a non-participant in that activity subject to the restrictions in Section 22, Non-Participation in Joint Activities.

18. Contract Administrator.

For each designated Joint Activity that requires contracted services, the Steering Committee shall designate in writing one Permittee that is willing to serve as the Contract Administrator. The Contract Administrator shall be responsible for the following activities for each contract:

- a. Establish a contract through its jurisdiction.
- b. Act as the fiscal agent for the contract and provide accounting of costs as needed.
- c. Provide on-going contract administration.
- d. Maintain records regarding decisions, agreements, and obligations related to the contract and the Joint Activity.
- e. Update other Permittees in a timely manner regarding implementation of the Joint Activity and the status of pertinent contracts.
- f. Distribute to other Permittees copies of studies, reports, and other work products prepared per the contract.

The Contract Administrator for a Joint Activity may be entitled to reimbursement of its administrative costs from the other Permittees, in accordance with Section 20 hereof.

The Contract Administrator shall be authorized to conduct day-to-day administration of the contract. However, no changes to the scope of services or the approved contract amount shall be made without the approval of the Steering Committee and an amendment to the executed Joint Authorization.

19. Lead Permittee

For each Joint Activity that does not require contracted services and for Permittees' tasks not directly associated with a particular Joint Activity, the Steering Committee

shall designate in writing one or more Permittees that are willing to serve as the Joint Activity's lead, referred to herein as the "Lead Permittee". The Lead Permittee(s) shall be responsible for the following:

- a. Provide on-going Joint Activity or Partnership task administration.
- b. Maintain records regarding decisions, agreements, and obligations related to the Joint Activity or Partnership task.
- c. Update other Permittees in a timely manner regarding implementation of the Joint Activity or Partnership task.
- d. Distribute to other Permittees copies of studies, reports, and other work products related to the Joint Activity or Partnership task.

The Lead Permittee(s) for a Joint Activity or Permittees' task may be entitled to reimbursement of costs from the other Permittees in accordance with Section 20.

20. Permittee Reimbursement

Permittees may be entitled to reimbursement of actual costs associated with serving as Contract Administrator or Lead Permittee on Joint Activities.

Requests to be reimbursed for costs shall be submitted to the Steering Committee for consideration. Such reimbursement may include staff time and other resources used to provide contract administration or serve as the Lead Permittee on Joint Activity work products on behalf of the other Permittees. Upon approval of a request for reimbursement by the Steering Committee representatives of all Permittees participating in cost sharing for the applicable Joint Activity, a Joint Authorization shall be executed pursuant to Section 26 and in accordance with the cost apportionment method described in Section 28.

21. Joint Submittals

All Permittees agree to cooperate to produce consolidated submittals (one submittal on behalf of the Permittees), for the Joint Activities designated in this MOU. To facilitate and coordinate these submittals, each year the Steering Committee shall designate a Lead Permittee(s) for each submittal. The Lead Permittee(s) will be responsible for overall coordination, completion, and delivery of the submittal. The Lead Permittee(s) shall deliver or mail to the Regional Water Board joint compliance documents, reports, or other writings.

The other Permittees agree to prepare and forward to the Lead Permittee(s) in a timely manner, any jurisdiction-specific sections that are necessary for a submittal. When the Permit requires submission of any joint compliance documents, reports, or other writings by a specific date, each Permittee shall ensure that the Lead Permittee(s) receives the document, report, or other writing to be filed at least thirty (30) business days prior to the specified due date unless a different time is otherwise agreed to in writing by the Permittees. In the event that a Permittee is unable to comply with this provision for any reason, said Permittee shall notify the other

Permittees in writing of the anticipated submission date and the reason for the delay, and shall provide a copy of the letter to the Regional Water Board.

22. Non-Participation in Joint Activities

Permittees must participate in the Mandatory Joint Activities designated in this MOU. Permittees may choose not to participate in Additional Joint Activities. A Permittee that chooses not to participate in Additional Joint Activities, fails to obtain proper authorization to fund any Joint Activity, or fails to pay its portion of costs, will be considered a non-participant and shall not be entitled to the consultant services or the use of work products resulting from the applicable Joint Activity. Additionally, non-participants for a given Joint Activity may not claim or imply participation in any public documents, including any reports to the Regional Water Board, such as Annual Reports or Annual Monitoring Reports. Any non-participant Permittee that fails to comply with any of these restrictions, thereby gaining the benefit of a particular Joint Activity, shall be liable to reimburse the other Permittees, according to the cost sharing provisions of this MOU, as though it had been a full participant in the Joint Activity.

23. Ownership of Work Product

All technical data, evaluations, plans, specifications, reports or other work products associated with a Joint Activity produced by a consultant or any Permittee to the Joint Activity shall become the mutual property of all Permittees participating in the Joint Activity in compliance with the provisions of this MOU, subject to Federal copyright laws and any limitations specified in the consultant contract.

24. Communication with Consultant

Each Permittee may communicate directly with a consultant, except as set forth below:

- a. Any communications relating to a change or modification in the scope of work to be performed by a consultant, or any communication which will increase or should reasonably be expected to increase the compensation due to a consultant, or affects the nature of the services provided or content or form of deliverables, may only be submitted to the consultant by the Contract Administrator after the Steering Committee approves the change or modification and the allocation of any resulting costs in writing.
- b. Any communications relating to a change or modification in the schedule of performance may only be submitted to the consultant by the Contract Administrator after the Steering Committee agrees to the change or modification.
- c. If any Permittee submits any document, reports or writing to a consultant, as provided herein, a copy of such document, report or

writing shall be submitted to all other Permittees, unless copies have previously been provided to other Permittees.

25. Permittee responsibilities for Joint Activities

Each Permittee is responsible for the following:

- a. Designation of a representative and alternate(s) (if needed) to the Steering Committee duly authorized by the Permittee's governing body to act on its behalf in undertaking the obligations and activities herein stated.
- b. Submission of accurate documentation of staff time and other resources for which Joint Activity cost share reimbursement is claimed.
- c. Obtaining any necessary legal and administrative authority to participate in each Joint Activity.
- d. Timely payment of all monetary obligations as a Permittee in the Joint Activity.

26. Joint Authorizations

Joint Activities shall be authorized by the Steering Committee by way of Joint Authorizations which will be used to document the scope, budget and cost apportionment for each Joint Activity. Joint Authorizations shall be documented by a Joint Authorization form (**Exhibit B** of this MOU) signed by each participating Permittee's Steering Committee representative.

The Joint Authorization form may be modified during the term of this MOU with approval of the Steering Committee.

27. Cost Apportionment for Joint Activities

- a. Each Permittee understands and acknowledges that the implementation of the terms, conditions, or requirements of the Permit by each Permittee may result in significant benefit to the other Permittees. It is the intent of the Permittees to fairly and equitably apportion the costs of such benefits. When a Permittee agrees to participate in a Joint Activity it agrees to share the costs of the Joint Activity as defined by this MOU and the executed Joint Authorization for said Joint Activity.
- b. Cost apportionment for Joint Activities shall apply to any costs associated with contracting under this MOU, including but not limited to, services, materials, and equipment.
- c. Cost apportionment for Joint Activities may include the following as specified and approved by the Steering Committee through executed Joint Authorizations:
 - 1) Contract administration by Permittee staff.

- 2) Significant Joint Activity support provided by specified Permittee staff.
 - 3) Any other expenses that provide a shared benefit to the Permittees.
- d. Each Permittee is responsible for obtaining the necessary authority from its governing body and to meet any other legal and administrative requirements of its jurisdiction to provide the funding for its participation in Joint Activities.

28. Cost Apportionment Method

All Permittees hereby agree that any compensation due to consultants or any reimbursement due to a Permittee under the terms and conditions of this MOU shall be apportioned among all Permittees participating in a given Joint Activity, in proportion to their respective populations determined based on the official 2010 national census data, as shown in **Exhibit A** of this MOU.

Proportions will be determined using the calculated mean populations of the Permittees rounded off to the nearest one tenth of one percent (0.1%).

The cost apportionment specified herein shall be adjusted using the calculated mean populations of participating Permittees for Joint Activities where one or more Permittees chose not to participate.

29. Annual Budget

Not later than August 31 of each year the Steering Committee shall designate a Lead Permittee(s) responsible for developing an annual budget for Joint Activities for the upcoming fiscal year. The Lead Permittee(s) shall submit a proposed budget which shall be presented to the Steering Committee by no later than January 15 of the following year.

30. Invoicing, Payment, and Notices

Each Permittee participating in a Joint Activity shall be responsible for its cost share of consultant services retained by the Contract Administrator to perform the Joint Activity. The Contract Administrator shall, upon receipt of an invoice from the consultant, or upon the computation of the charges for the work product, send a copy of said invoice or computation to all participating Permittees that request a copy.

The participating Permittees shall advise the Contract Administrator of any disputed amount in writing within ten (10) business days of the receipt of said invoice. The Contract Administrator shall thereafter submit invoices quarterly to the participating Permittees for their proportioned share of the undisputed amount. The participating Permittees shall pay to the Contract Administrator their invoiced share within sixty

(60) business days of receipt of the quarterly invoice. The Permittees agree to exercise good faith and diligence in the resolution of any disputed invoiced amounts.

Unless the persons or addresses are otherwise identified in the manner specified in this paragraph, all invoices, payments or notices or other writings authorized or required by this MOU shall be deposited in the United States mail, postage prepaid and addressed to the respective parties as follows:

County: Department of Water Resources County of Sacramento 827 7 th Street, Room 301 Sacramento, CA 95814 Attn: Stormwater Program Manager	City of Sacramento: Director Department of Utilities City of Sacramento 1395 35 th Ave Sacramento, CA 95822
Elk Grove: Public Works Director City of Elk Grove 8400 Laguna Palms Way Elk Grove, CA 95758	Folsom: Director Department of Public Works/City Engine City of Folsom 50 Natoma Street Folsom, CA 95630
Galt: Director Public Works Department City of Galt 495 Industrial Drive Galt, CA 95632	Citrus Heights: Director, General Services Department 6237 Fountain Square Drive Citrus Heights, CA 95621-5577
Rancho Cordova: Director Public Works Department City of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670	

31. Dispute resolution

Whenever any Permittee disagrees as to any matter covered under this MOU, this dispute resolution process shall govern. Until this dispute resolution process is concluded, all Permittees shall continue to perform pursuant to the terms of this MOU.

If a dispute arises concerning any controversy or claim arising out of or relating to this MOU or the breach thereof, or relating to its application or interpretation, the aggrieved Permittee will notify the Steering Committee of the dispute in writing within thirty days after such dispute arises. If the Steering Committee fails to resolve the dispute within thirty (30) days after delivery of such notice, the Department Directors of the Permittees involved in the dispute (or their designees) will meet at a mutually-agreed time and location to attempt to resolve

the dispute. The Permittees involved in the dispute agree to use their best efforts to reach a just and equitable solution satisfactory to all parties. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty days after the initial meeting of the Department Directors, the Permittees involved in the dispute will have no further obligations under this section. The time periods set forth in this section are subject to extension as agreed to by the Permittees involved in the dispute.

32. Entire MOU

Except as provided otherwise herein, this instrument and any attachments hereto constitute the entire MOU between the Permittees concerning the subject matter hereof.

33. Execution in Counterparts

This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

County of Sacramento

By: _____
Don Nottoli, Chair
Board of Supervisors

Attest

Clerk of the Board of Supervisors

Reviewed and Approved by County
Counsel's Office:

Deputy County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

City of Citrus Heights

By: _____
Henry Tingle
City Manager

Attest:

City Clerk

Reviewed and Approved:

City Attorney, City of Citrus Heights

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

City of Elk Grove

By: _____
James Cooper
Mayor

Attest:

City Clerk

Reviewed and Approved:

City Attorney, City of Elk Grove

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

City of Folsom

By: _____
Kerri Howell
Mayor

Attest:

City Clerk

Reviewed and Approved:

City Attorney, City of Folsom

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

City of Galt

By: _____
Barbara Payne
Mayor

Attest:

City Clerk

Reviewed and Approved:

City Attorney, City of Galt

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

City of Rancho Cordova

By: _____
Ted Gaebler
City Manager

Attest:

City Clerk

Reviewed and Approved:

City Attorney, City of Rancho Cordova

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first above written.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____
Dave Brent, P.E.
Interim Director of Utilities

For: John F. Shirey, City Manager

Attest:

City Clerk

Reviewed and Approved:

City Attorney

Exhibit A

Joint Authorization Cost Share Apportionment

	2010 Population ¹	Percent of Total Population (rounded to 0.1%)
Citrus Heights	83,301	5.9%
Elk Grove	153,015	10.9%
Folsom	72,203	5.2%
Galt	23,647	1.7%
Rancho Cordova	64,776	4.6%
Sacramento	466,488	33.3%
Unincorporated County ²	539,156	38.4%
Total ³	1,402,586	100.0%

Notes:

1. Source of population: U.S. Census Bureau - 2010 Census
2. Based on the 2010 census total for the Unincorporated County minus communities outside of the Urban Services Boundary
 $555,358 - 16,202 = 539,156$
3. Based on the 2010 census total for entire Sacramento County minus communities outside of the Urban Services Boundary
 $1,418,788 - 16,202 = 1,402,586$
4. Amended Exhibit A adjusting the City of Folsom cost allocation from 5.1% to 5.2%, as approved by Folsom City Council Resolution No. 9029 07/10/2012.

Exhibit B

Joint Authorization Form

Partnership Lead _____
 Authorization No. _____

**Sacramento Stormwater Quality Partnership
 JOINT AUTHORIZATION FORM***

Activity Information

TITLE	
SCOPE	
BUDGET	
PERMIT REQUIREMENT	<input type="checkbox"/> yes <input type="checkbox"/> no — Cite section:
TYPE	<input type="checkbox"/> Contract <input type="checkbox"/> Reimbursement for staff or other Permittee resources (related notes below):
CONTRACT ADMINISTRATOR	
SCHEDULE	Start date: Completion date: Applicable permit deadline date:

The undersigned members of the Steering Committee approve the Joint Activity Project under the conditions set forth in this document, in the amounts shown below:

Jurisdiction	%	Amount Authorized	Name	Signature	Date
Citrus Heights			Kevin Becker		
Elk Grove			Fernando Duenas		
Folsom			Sarah Staley		
Galt			Trung Trinh		
Rancho Cordova			Britton Snipes		
City of Sacramento			Sherill Huun		
Sacramento County			Cecilia Jensen		

**Refer to the SSQP MOU for guidance on appropriate use of this form*