

Meeting Date: 8/11/2015

Report Type: Consent

Report ID: 2015-00680

Title: Agreement: Stormwater Ordinance Compliance Inspections

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute an Agreement with Sacramento County for the Sacramento County Environmental Management Department (EMD) to continue to perform stormwater ordinance compliance inspections at industrial and commercial facilities in the City.

Contact: Dan Sherry, Engineering & Water Resources Manager (916) 808-1419; Sherill Huun, Supervising Engineer (916) 808-1455, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Environmental & Regulatory Com

Dept ID: 14001331

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form

Joe Robinson

7/29/2015 11:29:31 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 7/24/2015 1:56:14 PM

Description/Analysis

Issue Detail: In 2011, the City of Sacramento and County of Sacramento entered into a cooperative agreement (Agreement No. 2011-0102) for the County's Environmental Management Department (EMD) to perform industrial and commercial facility inspections, within the City, for stormwater ordinance compliance. Such inspections are required by the terms of the National Pollutant Discharge Elimination System (NPDES) permit (Permit No. CAS082597) that governs the City's stormwater system. The term of the prior agreement has expired and City and County staff have negotiated a new agreement for the County EMD to continue these inspections.

Policy Considerations: Approval of this agreement is in accordance with the City's 2030 General Plan:

1. Protect local watersheds, water bodies and groundwater resources, including creeks, reservoirs.

Economic Impacts: None

Environmental Considerations: The Community Development Department, Environmental Planning Services, has reviewed the proposed agreement and has determined that this is an ongoing administrative activity and is not a project under the provisions of California Environmental Quality Act (CEQA), CEQA Guidelines Section 15378.

Sustainability: Performance of industrial and commercial facility inspections within the City for stormwater ordinance compliance is consistent with the City's Sustainability Master Plan in advancing the goals of conserving the use and protecting sources of water.

Commission/Committee Action: Not applicable

Rationale for Recommendation: EMD's continued enforcement of the City's stormwater ordinance by inspecting industrial and commercial facilities will allow the City to remain in compliance with its NPDES permit in the most cost effective manner.

Financial Considerations: The recommended action to approve the new agreement will not have a financial impact to the City. The cost for EMD's stormwater inspection program is covered by fees charged by EMD to the businesses and industrial facilities that EMD inspects.

Local Business Enterprise (LBE): Not applicable

Background

On December 6, 2002, the Regional Water Quality Control Board - Central Valley Region reissued a National Pollutant Discharge Elimination System (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 into local water bodies. (The City of Rancho Cordova incorporated in 2003 and soon thereafter became a Permittee to the NPDES Permit. Before that, the unincorporated area within the present City limits was covered under the County of Sacramento in the NPDES Permit.) The 2002 Permit and subsequent permits, up to current NPDES permit (Order No. R5-2015-0023), in an effort to reduce the discharge of pollutants generated by these industries into local water bodies, required the development and implementation of an inspection program for industrial and commercial facilities. Thus, City and County entered into a cooperative agreement during fiscal year 2003/2004 to develop and implement an inspection program for commercial and industrial facilities within the City boundaries, to be managed and administered by the County of Sacramento Environmental Management Department (EMD). This agreement was renewed in 2011 (Agreement No. 2011-0102) and recently expired as of June 30, 2015.

A provision in the current NPDES permit requires that stormwater ordinance compliance inspections be conducted at industrial and commercial facilities that pose a significant threat to water quality, which include: auto repair and body shops, retail gasoline outlets, restaurants, kennels, equipment rentals, nurseries, auto dealers, and facilities covered under the State's General Industrial Permit.

Activities at each facility must be evaluated for compliance with City stormwater regulations. The Sacramento County's Environmental Management Department (EMD), as both the State designated Certified Unified Program Agency (CUPA) and Environmental Health Agency for Sacramento County, is conducting and tracking inspections, and otherwise regulating the majority of the commercial and industrial facilities that are listed in this provision of the NPDES permit. Therefore utilizing EMD's existing staff, which is already in the field for other inspection activities, is more cost effective than the creation of a separate inspection program administered by the City. The business community also benefits by avoiding the need for another single purpose regulatory inspection.

EMD has been very effective at enforcing the City's Stormwater Ordinance and ensuring that the commercial and industrial facilities within the City of Sacramento stay in compliance with the NPDES permit. Thus, it is necessary that this mutual agreement between the County and City continue for the next five year term.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2015, between the COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGEMENT DEPARTMENT, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the CITY OF SACRAMENTO, a charter municipal corporation (hereinafter referred to as "CITY").

RECITALS

WHEREAS, in 1987 Congress amended Section 402 of the Federal Clean Water Act to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permits for stormwater discharges; and

WHEREAS, the regulations are designed to control pollutants associated with stormwater discharges through the use of the National Pollutant Discharge Elimination System ("NPDES") permit system which allows the lawful discharge of stormwater into the waters of the United States; 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 Board") has been charged by the California State Water Resources Control Board with the responsibility to issue NPDES permits within the Central Valley Region; and

WHEREAS, on April 17, 2015, the Regional Board adopted a NPDES stormwater permit No. CAS082597, Order No. R5-2015-023, (hereinafter referred to as "Permit") for the County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento (PERMITTEES); and

WHEREAS, references in this AGREEMENT to the Permit shall be construed as including applicable sections of the PERMITTEES' Stormwater Quality Improvement Plan (SQIP), and any valid order or instrument issued by the Regional Board regarding implementation of the Permit; and

WHEREAS, PERMITTEES must comply with the Permit, its successor Permit(s), and other stormwater compliance documents subject to modification by the Regional Board; and

WHEREAS, CITY is responsible for overseeing regulatory compliance with the Permit for areas within its jurisdiction; and

WHEREAS, CITY has adopted a Stormwater Ordinance set forth at Chapter 13.16 of the Sacramento City Code to prohibit the discharge of pollutants to CITY's municipal stormwater conveyance system; and

WHEREAS, Provision D.9 of the Permit includes the requirement to track, inspect and ensure compliance with the Stormwater Ordinance at industrial and commercial facilities; and

WHEREAS, COUNTY, as both the State-designated Certified Unified Program Agency (CUPA) and Environmental Health Agency for Sacramento County, is currently tracking, conducting inspections and otherwise regulating, pursuant to Division 20, Chapter 6.11, and Division 104, Part 7 of the Health and Safety Code, the majority of the commercial and industrial facilities that are subject to compliance with the Stormwater Ordinance; and

WHEREAS, CITY has determined that the cost to track, inspect and ensure stormwater compliance at commercial and industrial facilities is such that it would be more economical, feasible, and appropriate to utilize the services of COUNTY to fulfill the commercial/industrial stormwater program requirements of the Permit; and

WHEREAS, Article 11, section 8, of the California Constitution provides that a county may agree with a city within its borders to perform specified municipal functions, if provided by their respective charters, and CITY and COUNTY Charters allow CITY, City Council and COUNTY Board of Supervisors, respectively, to enter into agreements for the performance of municipal functions by COUNTY; and

WHEREAS, pursuant to Sacramento City Code Section 13.16.150, CITY may enter into agreements with COUNTY and its authorized officials and employees to administer and enforce the CITY Stormwater Ordinance with respect to commercial and industrial facilities in the CITY by including these facilities in COUNTY's commercial and industrial compliance program; and

WHEREAS, pursuant to Sacramento City Code Section 13.16.180(C), if CITY and COUNTY enter into such an agreement, any administrative or civil enforcement by COUNTY of the CITY Stormwater Ordinance with respect to such commercial and industrial facilities shall be governed by and conducted pursuant to the COUNTY's own stormwater ordinance; and

WHEREAS, COUNTY and CITY desire to enter into the terms and conditions set forth herein.

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

I. SCOPE OF SERVICES

COUNTY shall provide services in the amount, type, and manner described in Exhibit "A", which is attached hereto and incorporated herein.

CITY shall provide services in the amount, type, and manner described in Exhibit "B", which is attached hereto and incorporated herein.

II. COST SHARE

Each party shall be responsible for the costs of implementing their respective services as described in Exhibits "A" and "B."

III. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2020, unless sooner terminated as provided herein.

IV. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed as follows:

TO COUNTY

Val Siebel, Director
Sacramento of County
Environmental Management Department
10590 Armstrong Avenue
Sacramento, CA 95655

TO CITY

William O. Busath, Director
Department of Utilities
City of Sacramento
1395 35th Avenue
Sacramento, CA 95822

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

V. COMPLIANCE WITH LAWS

CITY and COUNTY and their respective officers and employees shall observe and comply with all applicable Federal, State, County and City laws, regulations and ordinances, including but not limited to laws, regulations and ordinances governing conflict of interest.

VI. EMPLOYMENT STATUS OF PERSONNEL

1. Any persons employed by COUNTY for the performance of services pursuant to this Agreement shall remain employees of COUNTY, shall at all times be under the direction and control of COUNTY, and shall not be considered employees of CITY. All persons employed by COUNTY to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges afforded to COUNTY employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to CITY employees.
2. For the purpose of performing the services provided for in this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of the CITY while performing such services for CITY, provided that such services are within the scope of this Agreement, are purely municipal functions and are performed as authorized by the Sacramento City Code. Notwithstanding the agency relationship established by this subsection, the CITY shall not be liable for any act or omission of any COUNTY officer or employee.

3. CITY shall not be liable for the payment of any salaries, wages, compensation or other benefits to any COUNTY employee performing services pursuant to this Agreement, or for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment with the COUNTY and providing services pursuant to this Agreement.
4. COUNTY hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

VII. SHARE OF LIABILITIES

Notwithstanding any provision hereof to the contrary, if the Regional Board or other regulatory agency imposes penalties on the CITY, or any third party files a lawsuit against the CITY, based on any violation of the Permit by CITY, and such violation is related to any activities performed by either party under this Agreement, each party shall be responsible for the costs of such penalties or third party lawsuits to the extent that such penalties or lawsuits arise from activities performed or required to be performed by that party, its officers, directors, agents, employees, and volunteers, under this Agreement.

VIII. INDEMNIFICATION

CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY officers, directors, agents, and employees (including its volunteers and students).

COUNTY shall defend, indemnify, and hold harmless CITY, its City Council, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, and employees (including its volunteers and students).

It is the intention of COUNTY and CITY that the provisions of this SECTION be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers and students, COUNTY's Board of Supervisors, and CITY's City Council. It is also the intention of COUNTY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers and students, COUNTY's Board of Supervisors and CITY's City Council.

IX. SUBCONTRACTS AND ASSIGNMENT

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XII. TERMINATION

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

XIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

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

COUNTY OF SACRAMENTO, a political subdivision of the State of California

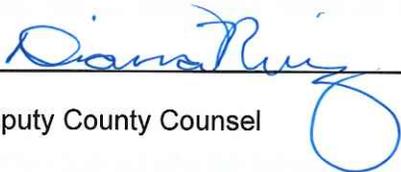
By:



Date: 7/20/15

Director
Environmental Management Department

Reviewed and approved by County Counsel:



Date: 7/20/15

Deputy County Counsel

COUNTY OF SACRAMENTO

AGREEMENT NO. _____

CITY OF SACRAMENTO

a charter municipal corporation of the State of California

By:

Date: _____

Print Name / Title:

For: John F. Shirey, City Manager

Attest:

Date: _____

City Clerk

Approved as to form:

Date: _____

City Attorney

**EXHIBIT A to Agreement between the COUNTY OF SACRAMENTO
ENVIRONMENTAL MANAGEMENT DEPARTMENT,
hereafter referred to as "COUNTY," and
the CITY OF SACRAMENTO, hereafter referred to as "CITY"**

I. SCOPE OF SERVICES

COUNTY DESCRIPTION OF SERVICES

COUNTY will work within a cooperative relationship with CITY and provide the following services:

- 1. Administer and enforce CITY's Stormwater Ordinance with respect to commercial and industrial facilities within the CITY.**
 - A. COUNTY will administer and enforce CITY's Stormwater Ordinance with respect to commercial and industrial facilities within the incorporated CITY area, to the extent that COUNTY administration and enforcement is authorized by the Stormwater Ordinance or any amendments thereto adopted by the SACRAMENTO City Council.

- 2. Provide inspections at commercial and industrial facilities within the incorporated CITY area as required by the Permit and the current California Regional Water Quality Control Board Order in effect during the contract period consistent with applicable provisions of the Stormwater Ordinance.**
 - A. COUNTY will complete a stormwater compliance inspection at each eligible commercial and industrial facility at least once every three years.
 - B. As necessary to comply with provisions of the Permit, categories may be proposed by the City for addition to or deletion from the Commercial and Industrial Stormwater Compliance Program (CISCP).
 - C. COUNTY will, in coordination with CITY, maintain and update inspection form(s) to be used by COUNTY personnel.
 - D. COUNTY will maintain and update the required area survey activities to ensure that new facilities are incorporated into the stormwater inspection and enforcement program and will provide, at a minimum, annual updates of database.
 - E. COUNTY will distribute at the time of inspection any educational materials provided by CITY for such distribution.
 - F. As necessary to comply with provisions of the permit, at the request of CITY, COUNTY will incorporate procedures to evaluate mitigation measures for target pollutant sources at commercial and industrial facilities that are identified by CITY. Inspection procedures will be designed to provide reasonable assurance that pollutant sources and their associated mitigation measures are adequately managed to reduce pollutant discharge, while

making efforts to minimize the amount of additional time and resources needed to do so, by coordinating such procedures with existing inspection procedures.

3. Provide follow-up inspection and enforcement actions consistent with the requirements of the Permit and applicable provisions of the Stormwater Ordinance.

- A. In coordination with CITY, COUNTY will update follow-up inspection protocols and a progressive enforcement policy document for submittal to the Regional Board as part of the Stormwater Quality Improvement Plan (SQIP).
- B. COUNTY will provide enforcement assistance, as requested, by the Regional Board.

4. Provide a funding mechanism for commercial and industrial facility stormwater compliance Inspection program.

- A. COUNTY will quantify necessary COUNTY resources required to achieve compliance with the Permit as it applies to inspection, enforcement, and other related activities for commercial and industrial facilities, as agreed to in this Agreement.
- B. COUNTY will develop and present to the COUNTY Board of Supervisors a proposed ordinance that authorizes COUNTY to recover program costs resulting from the expenditure of resources required for program implementation. Such an ordinance will include a fee schedule detailing annual fees for all facilities included in the commercial and industrial stormwater compliance program.

5. Provide support for presentations before the SACRAMENTO City Council and other groups or Individuals.

If requested, COUNTY will assist in the presentation of stormwater related issues before the City Council and any other groups or individuals.

6. Provide Adequate Industry Notification.

COUNTY, along with CITY, will conduct workshops and other outreach efforts to inform the regulated community of pending fee changes, significant compliance issues, and changes to program.

7. Provide for additional staff and training.

- A. COUNTY will review current level of staffing and will develop a work plan documenting additional staff required for the commercial and industrial stormwater compliance program implementation.
- B. COUNTY will arrange for and secure staff training as needed.

8. Maintain adequate record-keeping and notification system.

- A. COUNTY will review and update recordkeeping and notification requirements required by the Permit and incorporate these requirements into its existing record keeping and outside agency reporting protocols.
- B. COUNTY will make additions and/or adjustments to its existing database to comply with data management requirements contained in Permit.
- C. County will maintain CISCSP records for a minimum of five (5) years.

9. Appointment of a Senior Level Manager as liaison to CITY for coordination with the commercial and industrial stormwater compliance program.

COUNTY will designate a senior level position to oversee all stormwater program activities and act as the primary liaison with CITY.

10. Provide for complaint response.

- A. COUNTY will maintain and update as needed the methodology that outlines how complaints should be categorized and the appropriate level of response required as to complaints for those industries within COUNTY's inspection jurisdiction.
- B. COUNTY, along with CITY, will work directly with the Regional Board to develop and modify this proposed methodology, to ensure Permit compliance.
- C. Respond to complaints received regarding facilities not currently inventoried as a CISCSP facility, but for which there is credible information indicating a reasonable likelihood that it is a CISCSP facility. Based on its investigation of the facility, COUNTY will determine whether or not it is a CISCSP facility. COUNTY will be responsible for investigation and enforcement of complaints at facilities it determines to be CISCSP facilities, and will refer complaints regarding non-CISCSP facilities to CITY. Referrals to CITY of non-CISCSP facility discharges will be provided within one business day to the extent practicable.

11. Provide for reporting and documentation.

Not later than August 31 of each year, COUNTY will provide CITY any inspection, enforcement, complaint data or documentation needed by CITY to achieve compliance with reporting requirements contained in the Permit. This will include at a minimum:

- Number of businesses/facilities inspected;
- Number of enforcement actions taken, including the amount of fines or monies assessed and collected;
- Number of complaints referred to COUNTY by the Regional Board;
- Total number of complaint responses by COUNTY;

- Enforcement assistance provided to the Regional Board;
- Inspection or complaint response records for specific facilities requested by CITY on an as-needed basis.
- Program effectiveness evaluation data.

12. Provide for progress evaluation.

- A. COUNTY and CITY shall meet on a quarterly basis for program updates and coordination purposes. COUNTY and CITY will meet semi-annually to evaluate program effectiveness.
- B. COUNTY and CITY will develop methodology for conducting CISCSP program effectiveness evaluations to be completed by the COUNTY and reported as a part of item 11 above.
- C. As with its other regulatory programs, COUNTY will prepare required records or documentation relating to the stormwater program for the purpose of a financial review or analysis by CITY and COUNTY Auditor(s).

13. Mitigation of Pollutant Sources

- A. If COUNTY discovers during an inspection or in response to a complaint that pollutants from a CISCSP facility pose an imminent threat of entering CITY's storm drain system or natural surface water, and causing an exceedance of a receiving water limitation, COUNTY will take reasonable action to ensure that timely measures are taken to mitigate the pollutant source. COUNTY will either:
 - i. Ensure that the responsible party has acted to effectively mitigate the pollutant source; or
 - ii. Promptly notify the appropriate agencies that have the authority to abate the discharge in lieu of the responsible party.
- B. COUNTY will establish, maintain, and provide its staff with proper procedures and a current list of contacts for making appropriate notifications to other agencies for timely pollutant mitigation.
- C. COUNTY will not be financially responsible for pollutant mitigation.

EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGEMENT
DEPARTMENT,
hereafter referred to as "COUNTY," and
the CITY OF SACRAMENTO, hereafter referred to as "CITY"

I. CITY DESCRIPTION OF SERVICES

Consistent with applicable provisions of the SACRAMENTO City Charter and City Code, CITY will work within a cooperative relationship with COUNTY and provide the following services:

1. Assist in the specification of the commercial and industrial facilities to be inspected, as defined by the Permit.

CITY will work with COUNTY to continue to maintain and update an inclusive inventory of commercial and industrial facilities that are subject to inspections, enforcement, and other associated activities, as defined by the Permit.

2. Provide support for presentations before COUNTY Board of Supervisors and other groups or individuals.

If requested by COUNTY, CITY will assist in the presentation of stormwater related issues before COUNTY Board of Supervisors and any other groups or individuals.

3. Modification of Local Stormwater Ordinance.

If necessary, CITY staff will develop and present to the City Council proposed amendments to CITY's existing Stormwater Ordinance to ensure ongoing authorization is provided to COUNTY to implement the stormwater compliance program for commercial and industrial facilities consistently County-wide.

4. Provide Adequate Industry Notification.

CITY will continue to maintain and update industry notification and educational materials and, when requested by the COUNTY, will participate with COUNTY in workshops and other outreach efforts to inform the regulated community of pending fee changes, significant compliance issues and changes to the compliance program.

5. Assist in staff training.

If requested by COUNTY, CITY will provide assistance in developing staff training modules and materials. CITY will also assist, if requested, in the development of a work plan documenting additional staff required for the implementation of the commercial and industrial stormwater compliance program.

6. Appointment of a Senior Level Manager, or a Senior Level Manager's designated representative, as liaison to COUNTY for coordination with the commercial and industrial stormwater compliance program.

CITY will appoint a senior level manager or identify a senior level manager designee to oversee the commercial and industrial facility stormwater program activities and to act as the primary liaison with COUNTY.

7. Provide for complaint response.

CITY will be responsible for complaint response for those industries in the CITY that are not specified by the Permit or the Regional Board to be included in the commercial and industrial inspection program.

8. Reporting and documentation requirements.

CITY will work with COUNTY to develop specific report format(s) including data elements needed to comply with reporting requirements contained in the Permit.

9. Other Additional Services.

CITY may develop and provide to COUNTY educational outreach materials to be distributed during commercial and industrial inspections.

... ..
... ..
... ..

... ..

... ..
... ..
... ..

... ..

... ..
... ..

... ..

... ..
... ..