

C.A.S.H. Fall Conference  
October 15, 2003

Workshop Handout

Placer Regional Stormwater Coordinators Group  
Memorandum of Understanding

Presented by:

Cathy Allen, Director, Facilities & Operations  
Placer County Office of Education

A MEMORANDUM OF UNDERSTANDING  
FOR COST SHARING OF CERTAIN PORTIONS OF THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
MUNICIPAL SMALL SEPARATE STORM SEWER SYSTEM  
PHASE II PROGRAM

**THIS AGREEMENT**, is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the following undersigned public agencies, all which are referred to individually as Party and collectively as the Parties.

Placer County, a political subdivision of the State of California;  
City of Roseville, a municipal corporation of the State of California;  
Town of Loomis, a municipal corporation of the State of California;  
City of Lincoln, a municipal corporation of the State of California;  
City of Auburn, a municipal corporation of the State of California;  
City of Rocklin, a municipal corporation of the State of California.  
City of Colfax, a municipal corporation of the State of California  
Placer County Office of Education

**RECITALS**

**WHEREAS**, regulations promulgated under the Federal Clean Water Act for Phase II of the U.S. Environmental Protection Agency's (EPA) Storm Water Program requires small municipal separate storm sewer systems (MS4s) obtain National Pollutant Discharge Elimination System (NPDES) permits to regulate discharges to surface waters.

**WHEREAS**, regulations governing the small MS4 stormwater program were published in the Federal Register on December 8, 1999; and

**WHEREAS**, the EPA has delegated enforcement authority to the State of California and State Regional Water Quality Control Boards; and

**WHEREAS**, on April 30<sup>th</sup>, 2003, the State Water Resources Control Board adopted NPDES general permit number (number) CA order # (number); and

**WHEREAS**, each of the Parties has expressed intent to individually adhere to the conditions of the State's general permit by applying for a separate NPDES permit to cover their jurisdiction or special district; and

**WHEREAS**, the Parties wish to enter into an Agreement in order to share programs and costs to implement their respective NPDES permits, where practical, so that collectively all Parties might reduce program costs and increase service levels through cost sharing; and

**WHEREAS**, it is the intent of the Parties to define the conditions and procedures for cost sharing through this MOU.

**NOW THEREFORE**, the Parties hereto agree as follows:

1. **Steering Committee:** The Parties who have executed this MOU, hereinafter referred to as the Participants, shall establish a Steering Committee consisting of one representative from each Participant. Such representative shall be authorized to conduct the business of the committee. Representatives named may, from time to time, designate an individual to act on the representative's behalf. The purpose of the committee is to provide an official forum for making decisions and providing guidance to the Participants relative to the implementation of the activities subject to this MOU. The responsibilities and activities of the Steering Committee include, but are not necessarily limited to, the following:

- Oversight of MOU implementation
- Resolution of issues and disputes regarding this MOU
- Management and designation of activities subject to this MOU
- Determination of reimbursement mechanisms

2. **Decisions of the Steering Committee:**

The Participants expect and intend that decisions of the Steering Committee will be made by consensus. In the event of a disagreement over any decision, the representatives will vote to resolve the disagreement, with each Participant having one vote, and the vote of the majority of the represented Participants will be the decision of the committee. A Participant may delegate authority to another Participant to represent it on the Steering Committee, including casting of votes.

3. **Cost Sharing:** The following table indicates the percent for cost sharing for each of the Parties. For all but Placer County Office of Education (PCOE), the basis for cost sharing, is the population of the Parties' NPDES permit areas, as determined using the 2000 Local Census Data for the Phase II Permit Areas less a pro-rata share of the cost share percentage for PCOE. Only population within the area covered by a permit is considered.

<b>PARTY</b>	<b>2000 CENSUS</b>	<b>% OF TOTAL</b>	<b>% SHARE FOR PCOE</b>	<b>% CREDIT OF PCOE</b>	<b>COST SHARE PERCENTAGE</b>
Auburn	12,462	5.6		.56	5.04
Colfax	1,496	0.7		.07	0.63
Lincoln	11,205	5.0		.5	4.5
Loomis	6,260	2.8		.28	2.52
Rocklin	36,330	16.3		1.63	14.67
Roseville	79,921	35.8		3.58	32.22
Placer County	75,262	33.8		3.38	30.42
PCOE	NA	NA	10		10.00
<b>TOTAL</b>	<b>222,936</b>	<b>100.0</b>		<b>10</b>	<b>100.00</b>

A. All costs shall be shared based on the Cost Share Percentages as depicted in the table above. In the event a Participant (s) does not elect to participate in a shared item, the

Participant(s) electing not to be included in the cost share of any item shall not be responsible for any costs associated with that item and shall be removed from the percentage calculations with respect to that item, and new percentages for responsible participants shall be established for that item. All participants electing to be included in the cost share of an item shall come to consensus on the revised percentages for that cost share item.

B. Typical items related to implementation of the Participants' respective stormwater management program that may be eligible for cost sharing include, but are not limited to:

1. Consultant Services
2. Shared Equipment
3. Special Programs or Events
4. Workshops and Training
5. Development and Printing Costs for Public Information and Outreach Materials Including School Curriculum

C. Each item proposed for shared cost shall be presented to all Participants in a written proposal to include the following:

1. A not-to-exceed or per item cost estimate.
2. Definition of the lead agency, including responsibility for financial management.
3. The proposed cost share break down, including basis for any deviation from the population percentages in section B.
4. A signature page for acceptance.

With the exception of the City of Roseville and the Placer County Office of Education, each Participant's Director of Public Works shall be the authorized signatory for each proposal. Each Participant reserve the rights to accept, reject, or propose modification to each proposal. The authorized signator for the City of Roseville shall be the Director of Environmental Utilities, and the authorized signator for the Placer County Office of Education shall be the Director of Facilities. No proposal for cost sharing shall be considered valid unless and until signed by the authorized signator.

D. The lead agency, as established in Section 3.C. above, will bill the other Participants for the shared cost and provide the following information:

1. Original invoice for the shared costs.
2. Copies of all relevant invoices from vendors or consultants.
3. Copies of contracts, proposals, agreements or other documents setting forth the conditions or specifications for the item of work, or product delivered.

E. All Participants agree that bills shall be paid to the lead agency within 60 days of receipt unless a notice of dispute is filed with the lead agency as determined in C.2 above.

F. Disputed bills will be resolved between Participants by the individuals authorized to sign proposals as outlined in Section 3.C. above.

G. Each Participant understands and agrees that any internal, in-house or administrative costs or expenses incurred by a Participant related to the Participant's obligations under this MOU shall be the sole responsibility of the Participant incurring said costs and expenses, unless otherwise approved by the Steering Committee.

4. **Additional Parties:** Should Parties beyond those initial Parties included in the introductory preamble and listed in the cost sharing recital be added after this MOU is executed, the percent share of costs shall be reapportioned among all Parties using the same methodology used herein or a revised methodology as agreed to by all Parties.

5. **Execution:** This MOU may be executed by the Parties in separate counterparts, each of which when so executed and delivered to the City of Roseville shall be an original, but all such counterparts shall together constitute by one and the same instrument. The City of Roseville will, in turn, provide each signatory with copies of said executed counterparts. Each Party shall endeavor to execute the MOU by \_\_\_\_\_ (to be filled in once all have agreed to the MOU language). In the event a Party fails to execute the agreement within said time frame, such Party shall be deemed not a Party to this Agreement and the cost allocation table in Section 3 shall be revised based on the methodology included herein to include only those Parties that have executed the MOU. A copy of the final cost share table will be provided to each signatory to this Agreement.

6. **Amendments:** This MOU may be modified or amended in writing if executed by all Participants.

7. **Term; Termination:** This agreement shall have a term of five (5) years beginning on the above date. Any Participant may terminate their participation by giving thirty (30) days written notice to all Participants. Each Participant shall be responsible for its share of costs incurred through the final termination date. Should a Participant terminate participation the cost share table shall be revised using the same methodology used herein.

8. **Indemnification:** It is understood and agreed that, each Participant shall, to the extent permitted by law, indemnify, defend and hold harmless every other Participant, and its officers and employees in connection with any claims, losses, liabilities, imposition of penalties, or any enforcement or other actions whatsoever, including, but not limited to, those brought by Federal, State, or local agencies having regulatory jurisdiction over the subject matter of this agreement, which arises as a result of any Participants' failure to comply with the provisions set forth herein.

9. **General Provisions:**

A. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective Participants. This Agreement shall inure to the benefit of and be binding upon the Participants hereto and their respective successors and assigns.

B. Each Participant understands and agrees that there is no agency relationship between the Participants. It is further understood and agreed by the Participants that any persons

employed by each Participant shall be entirely and exclusively under the direction, supervision, and control of the employing Participant, and that the individual Participants are solely responsible for compliance with the individual permit within their respective jurisdiction.

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Its: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**COUNTY OF PLACER**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**CITY OF ROCKLIN**

By: \_\_\_\_\_  
Its: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**CITY OF LINCOLN**

By: \_\_\_\_\_  
Its: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**TOWN OF LOOMIS**

By: \_\_\_\_\_  
Its: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**CITY OF AUBURN**

By: \_\_\_\_\_  
Its: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**CITY OF COLFAX**

By: \_\_\_\_\_  
Its: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney

**PLACER COUNTY OFFICE OF EDUCATION**

By: \_\_\_\_\_  
Its: Chairman of the Board

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: Attorney