



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

MCSTOPPP[Marin County STOrmwater Pollution Prevention Program] –
Consideration of a revised Joint Exercise of Powers Agreement.

RECOMMENDED MOTION:

Adopt a Resolution Authorizing the Mayor to execute a revised Joint Powers Agreement with Marin County Flood Control and Water Conservation District.

SUMMARY

The Federal Environmental Protection Agency established regulations to control pollution discharges from Stormwater in the late 1980's. These regulations were refined by the California State Water Resources Control Board and the San Francisco Regional Water Quality Control Board. Marin County communities responded to these regulations by forming McSTOPPP, the Marin County STOrmwater Pollution Prevention Program. McSTOPPP was formed in 1993.

In 2005 Marin communities determined that it was in the best interest of the member agencies and Marin County residents to formalize the administration of McSTOPPP. A joint a Joint Exercise of Power Agreement (JEPA) was prepared in 2005.

Changes have occurred within Marin County staff. There have been other changes in the way services are provided in Marin County that affect McSTOPPP administration. As a part of these changes, reviews of various JEPAs were made. The JEPA governing McSTOPPP was found to have some errors requiring revision. The purpose of this item is to discuss McSTOPPP and to seek approval of the revised JEPA.

Staff recommends the City Council adopt the attached resolution authorizing the Mayor to execute the revised JEPA relating to McSTOPPP.

BACKGROUND

The Marin County Stormwater Pollution Prevention Program (MCSTOPPP) was established in 1993 to provide collective stormwater pollution prevention management services to Marin's cities, towns and the County. These services were created to respond to and comply with Federal and State regulatory requirement prohibiting the non-storm water discharges (a.k.a. storm water pollution).

Until 2005, the Marin Streetlight Joint Powers Authority (now the Marin General Services Authority) administered this program and provided budgetary review and approval. In 2005, Marin's municipalities adopted a Joint Exercise of Powers Agreement (JEPA) between the Marin County Flood Control and Water Conservation District (District) and MCSTOPPP member agencies in order to shift governance of MCSTOPPP to the Marin County Board of Supervisors (which also serves as the Flood Control and Water Conservation District Board) and to establish the Marin General Services Authority as an advisory body to MCSTOPPP for review of the budget and other program elements.

The District has revised the JEPA because:

1. Clarify that the District's Board of Supervisors is MCSTOPPP's governing body,
2. to reflect that the Marin Streetlight JPA is now known as the Marin General Services Authority (MGSA).

Previously the JEPA simply referred to the Board of Supervisors. Other edits were made in order to correct or clarify language related to minor administrative details, such as the date by which the MGSA must recommend approval of the MCSTOPPP budget.

The JEPA directs the District to develop, implement and administer a storm water pollution prevention program to reduce the discharge of pollutants in storm water to the maximum extent practicable per the requirements of the State's General Permit for the Discharge of Storm water (WQ Order No. 2003-0005-DWQ) and subsequent permits.

MCSTOPPP conducts the Countywide Program activities for the benefit of all municipalities and the unincorporated areas of Marin County. Their activities include:

Coordinating the preparation of annual reports documenting compliance with State General Permit Requirements;

Administering creek restoration projects that protect human property from flood damage in a way that is beneficial to riparian ecosystems;

Coordinating the preparation of guidance information for business (fixed site, mobile and construction related), homeowners and students to educate people on limiting/preventing pollution discharges;

Operate a web site as a one-stop resource for storm water pollution prevention information;

Organize training workshops for Marin County agencies staff, businesses, interested volunteers;

Participate in marketing storm water pollution prevention advice at community events;

Holding bimonthly meetings with Marin Agencies to enable coordination of activities;

Holding bimonthly meetings with Marin environmental advocates regarding the implementation of watershed/creek restoration projects and improving services.

Monitoring and interacting with State and Regional Water Quality regulators on current and pending legislation and permit revisions.

The roles of the Countywide Program and Local Programs for each task are described in the MCSTOPPP stormwater management plan (Action Plan). The Action Plan may be amended from time to time in response to permitting requirements and can be viewed at www.mcstoppp.org.

An underline, strikeout version of the agreement is attached to identify proposed agreement edits.

ISSUES

McSTOPPP exists to relieve local agencies from having to dedicate significant resources for relatively specialized activities. The programs that they administer are best administered at a County-wide level eliminating much redundancy. Failure to comply with Federal and State Water Quality control regulations can result in significant fines and penalties to the local agencies as well as personal liability for decision makers disregarding the regulatory permit conditions.

McSTOPPP has been in operation since 1993 and has been quite effective in performing the duties it is tasked to do. The political interest in the program was very active in the early and middle 1990's. As the program got going and resolved outstanding administrative and regulatory concerns the political interest has diminished – until recently.

The current recession has hit several Marin cities hard forcing a review of expenditures. Novato, in particular, as well as San Rafael have questioned the need to continue McSTOPPP due to the expense of operating the program. The fee for the program is based upon a formula negotiated previously. The fee is determined in part by the

physical size (area) of the community and the population. Community area is factored in because the amount of rainfall runoff is related to the area that receives rainfall. The Marin Public Works Association, a committee of Marin County Public Works staff, in FY2007/2008 proposed an effort to review the fee formula. Alternatives developed were not perceived to be as fair and equitable as the current fee formula. The fee formula is not proposed to be changed with the JEPA revisions. City staff believes the existing formula and the charges that are incurred are reasonable for the services provided.

FISCAL IMPACT

The revised JEPA will not change current fiscal impacts. Marin County (operating as the Flood Control and Water Conservation District) will charge the City of Sausalito \$15,774 for McSTOPPP costs in FY 2009/2010. That is a \$6 increase over the previous fiscal year.

This cost is paid for by a City of Sausalito Stormwater Fee that is invoiced on property tax bills. The annual fee for a single family home is \$15 and has been in effect without change since 1999.

STAFF RECOMMENDATIONS

Adopt a resolution of the City Council of the City of Sausalito authorizing the Mayor to execute the revised JEPA relating to McSTOPPP.

ATTACHMENTS

Resolution
Underline/strikeout version of JEPA
Clean (Final) version of JEPA
MGSA Documents for FY2009/2010 McSTOPPP Budget
Ordinance 1111 establishing Stormwater Fee Formula
Resolution 4476 establishing \$15 per equivalent runoff unit

PREPARED BY:



Todd Teachout,
City Engineer

REVIEWED BY (Department Head):



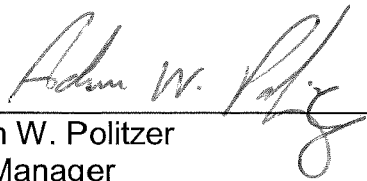
Jonathon Goldman,
Director of Public Works

REVIEWED BY:

Mary Wagner, City Attorney

Item #: 609
Meeting Date: September 15, 2009
Page #: 4

SUBMITTED BY:



Adam W. Politzer
City Manager

RESOLUTION No. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING
REVISED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MARIN COUNTY
STORMWATER POLLUTION PREVENTION PROGRAM AND AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.**

WHEREAS, the Marin County Flood Control and Water Conservation District and Marin Cities created the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) to provide County-wide services to Marin Cities, Marin County, its residents and business owners to minimize stormwater pollution discharges and to respond to State and Federal Environmental regulations, and

WHEREAS, the administration of MCSTOPP was formalized with the preparation of Joint Exercise of Powers Agreement; and

WHEREAS, a review of the agreement was made by Marin County Counsel recently and they recommended revisions to correct technical errors in the original agreement and to recognize some changes in oversight processes that have been made; and

WHEREAS, a revised agreement has been prepared; and

WHEREAS, the Marin County Flood Control and Water Conservation District which provides staff for MCSTOPP have requested that the City of Sausalito review and adopt the revised Joint Exercise of Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sausalito:

1. Approves of the Revised Joint Exercise of Powers Agreement relating to Marin County Stormwater Pollution Prevention Program.
2. Authorizes the Mayor to execute said agreement on behalf of the City.

AYES: Councilmembers:
NOES: Councilmembers:
ABSTAIN: Councilmembers:

Mayor, City of Sausalito

ATTEST:

City Clerk

Item #: 6F
Meeting Date: September 15, 2009
Page #: 87

Revised -
showing changes

JOINT EXERCISE OF POWERS AGREEMENT

Relating to the

**MARIN COUNTY STORMWATER
POLLUTION PREVENTION PROGRAM**

**MARIN COUNTY STORMWATER POLLUTION PREVENTION PROGRAM
JOINT EXERCISE OF POWERS AGREEMENT**

This Joint Exercise of Powers Agreement is dated as of _____, 2005~~2009~~, and is made by and among the Marin County Flood Control and Water Conservation District, the County of Marin, ~~the Marin County Flood Control and Water Conservation District~~, the Cities of Belvedere, Mill Valley, Novato, San Rafael and Sausalito, the Towns of Corte Madera, Fairfax, Larkspur, Ross, San Anselmo, Tiburon, and such other Local Agencies within the County of Marin as may hereafter become signatories hereto (the "Member Agencies").

RECITALS

A. The Joint Powers Act provides that public agencies by agreement may jointly exercise any power common to them.

B. The parties hereto are "public agencies" within the meaning of that term under Section 6502 of the Joint Powers Act and possess in common the power to develop and maintain mapping and other informational data to meet the informational needs of the public and each of the Member Agencies.

C. The parties desire to enter into this Agreement in furtherance of the Joint Powers Act.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions. As used herein, the following terms shall have the meaning ascribed thereto, unless the context requires otherwise.

"Agreement" means this Joint Exercise of Powers Agreement.

"County Board of Supervisors" means ~~the~~ Board of Supervisors of the Marin County of Marin Flood Control and Water Conservation District.

"District" means the Marin County Flood Control and Water Conservation District

"Joint Powers Act" means Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended from time to time.

"Local Agency" has the meaning set forth in Section 53600 of the Government Code of the State, as amended from time to time.

“Member Agency” means each of the original signatories to this Agreement and any Local Agency, which hereafter becomes a signatory to this Agreement pursuant to Section 6.12.

“MCSTOPPP” means the Marin County Stormwater Pollution Prevention Program.

“State” means the State of California.

“Steering Committee” means the committee established pursuant to Section 5.01.

ARTICLE II THE MCSTOPPP PROJECT

Section 2.01. Purpose of Agreement. The purpose of this Agreement is to develop, implement and administer a stormwater pollution control program to reduce the discharge of pollutants in stormwater to the maximum extent practicable per the requirements of the General Permit for the Discharge of Stormwater from Small MS4s (WQ Order No. 2003-0005-DWQ) and subsequent permits.

Section 2.02. Program Structure. Countywide Program activities are conducted for the benefit of all MCSTOPPP agencies. In addition to participating in Countywide Program planning activities, each MCSTOPPP agency must also implement a Local Program. The roles of the Countywide Program and Local Programs for each task are described in the MCSTOPPP stormwater management plan (Action Plan), attached as Exhibit A to this Agreement. Local Programs must also implement performance standards described in Appendix A of the action plan. The Action Plan may be amended from time to time in response to permitting requirements.

Section 2.03. Program Activity

(a) Caring for Our Creeks and Waterways

This activity describes watershed surveys, assessments, and monitoring to identify impacts to water quality and habitat, integral to MCSTOPPP's watershed approach. This activity also contains two important elements of Federally mandated municipal stormwater programs: activities to prevent pollutant discharge from municipal maintenance activities, and activities to effectively eliminate non-stormwater discharges.

(b) Building and Renewing

This activity describes good site planning and development review practices to ensure new projects are designed with watershed protection in

mind. This activity also describes control to minimize erosion and sedimentation from construction activities. An important element of this activity is continuing education for municipal staff, contractors, and engineers.

(c) Educating Ourselves at Work

This activity describes how MCSTOPPP controls pollutant discharges from business activities through inspection and outreach. Continuing education for municipal staff, business owners, and their customers is also an important element in this activity

(d) Educating Ourselves at Home and School

This activity describes general public education and information dissemination, as well as targeted education efforts to residential neighborhoods and schools.

(e) Protecting Our Future

This activity describes how MCSTOPPP will work with the regulatory community to obtain coverage under a municipal stormwater permit and influence other regulatory programs, such as Total Maximum Daily Load (TMDL) development and allocation.

ARTICLE III ADMINISTRATION OF THE AGREEMENT

Section 3.01. Marin County Flood Control and Water Conservation District (District) to Administer Agreement. The District shall administer this Agreement, and shall exercise in the manner herein provided the powers common to the Member Agencies and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.02.

Section 3.02. Restrictions on Exercise of Powers. Such powers shall be exercised in the manner provided in the Joint Powers Act and shall be subject (in accordance with Section 6509 of the Joint Powers Act) to the restrictions upon the manner of exercising such powers that are imposed upon the District in the exercise of similar powers.

Section 3.03 Specific Services. The Marin County Flood Control and Water Conservation District will oversee the implementation of the MCSTOPPP Program in accordance with Article II. The District has the authority to submit an annual report and 5-year stormwater management plans to the California Regional Water Quality Control Board on behalf of the member agencies.

Section 3.04. Compensation. In consideration for the services to be performed by

Marin County Flood Control and Water Conservation District an annual fee will be paid by each Member Agency to the District upon approval of this Agreement and on or before July 1 of each year thereafter while this Agreement is in effect. The fee shall be paid within 60 days of billing unless alternate arrangements are submitted to and authorized in writing by MCSTOPPP. The annual fee is in addition to any permit fees levied by the State.

The annual fee shall be based on the annual cost of the program as approved by the County Board of Supervisors and allocated to member agencies in accordance with a land and population pro rata as described below:

$$\text{County Share} = \frac{\text{Population within Marin County (unincorporated areas)}}{\text{Total population within Marin Co.}}$$

$$\text{Each Cities Share} = (1.00 - \text{County Share}) \frac{0.5 (\text{Area})}{\Sigma \text{City areas}} + \frac{0.5 (\text{Population})}{\Sigma \text{City population}}$$

ARTICLE IV MEMBERSHIP

Section 4.01. Benefits of Membership. By participating in the MCSTOPPP Project, a Member Agency receives the following benefits: MCSTOPPP provides assistance with implementation of the technical and regulatory aspects of the National Pollutant Discharge Eliminations System (NPDES) Phase II stormwater program. MCSTOPPP assists municipalities with the implementation of their local program tasks.

Section 4.02. Obligations of Member Agencies. Membership in the MCSTOPPP Project obligates Member Agencies to: Share costs of the Countywide Program through annual contributions as calculated in Section 3.04 .

Section 4.03. Member Qualifications. Member Agencies shall be limited to Local Agencies located within Marin County.

Section 4.04. Indemnification.

- (a) Each Member Agency shall be solely liable for the negligent acts or omissions of its officers, representatives, agents or employees occurring in the performance of this Agreement. If any Member Agency becomes liable for damages, attorneys fees or any other costs or liabilities caused by its officers, representatives, agents or employees, it shall pay such damages, fees or costs without contribution by the other Member Agencies.

**ARTICLE V
GOVERNING STRUCTURE**

Section 5.01. ~~The Marin Streetlight Acquisition JPA~~ General Services Authority.
The ~~Marin Streetlight Acquisition JPA~~ General Services Authority shall be advisory to
~~County~~ Board of Supervisors on the MCSTOPPP program.

Section 5.02. Powers of the Marin General Services Authority ~~Streetlight
Acquisition JPA~~.

- (a) The ~~Marin~~ General Services Authority ~~Streetlight Acquisition JPA~~ or its successor shall make recommendations to the Board of Supervisors on the annual MCSTOPPP stormwater management plan (Action Plan).
- (b) The ~~Marin~~ General Services Authority ~~Marin Streetlight Acquisition JPA~~ or its successor shall recommend to the Board of Supervisors an annual budget no later than May 15 of each year.

**ARTICLE VI
MISCELLANEOUS**

Section 6.01. Funding.

The Marin General Services Authority ~~Marin Streetlight Acquisition JPA~~ shall recommend an annual budget for adoption by the Board of Supervisors no later than May 15 of each succeeding year.

MCSTOPPP funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the Treasurer.

- (a) Funds may not be disbursed by the District on behalf of the MCSTOPPP project without adoption of the approved budget, and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the programs of the MCSTOPPP project and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by program. The Marin General Services Authority ~~Marin Streetlight Acquisition JPA~~ shall recommend and the Board of Supervisors shall allocate these costs for each program with the adoption of the annual budget.

Section 6.02. Treasurer. The Auditor-Controller of the County shall serve as the Treasurer for the MCSTOPPP project.

The Treasurer shall serve as the depository, have custody of all funds and establish and maintain such books, records, funds and accounts as may be required by reasonable accounting practices, and in compliance with California Government Code Section 6505. The books and records pertaining to the MCSTOPPP project shall be open to inspection at all reasonable times to the Member Agencies and the public.

The Treasurer shall prepare such financial reports as may be requested by the Marin General Services Authority ~~Streetlight Acquisition JPA~~ and/or as directed by the Board of Supervisors.

The Treasurer shall cause an independent annual audit of the accounts and records by a certified public accountant, in compliance with the requirements of Section 6505 of the California Government Code and generally accepted auditing standards.

MCSTOPPP funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the Treasurer.

Section 6.03. Debts and Liabilities. Except as otherwise provided by Section 6.05(c), no debt, liability or obligation of the MCSTOPPP project shall constitute a debt, liability or obligation of any Member Agency, and each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as

may be levied hereunder for services among the Member Agencies, or on a fee-for-service basis, or as the parties hereto may otherwise agree.

Section 6.04. Effective Date. This Agreement shall become effective when it has been executed by seven (7) Member Agencies.

Section 6.05. Termination. This Agreement may be terminated as follows:

- (a) By the Board of Supervisors upon thirty day written notice to the member agencies
- (b) By a majority of the Member agencies upon thirty day written notice to the Member agencies.
- (c) Upon termination, payment of the obligations and division of property of MCSTOPPP shall be made pursuant to Section 6.06

Section 6.06. Disposition of authority Funds Upon Termination.

- (a) In the event of termination of the MCSTOPPP project as organized and managed under this Agreement, all funds remaining after payment of all obligations of the MCSTOPPP project shall be transferred to any successor organization or agency designated by the Board of Supervisors to carry out the activities and operations of the MCSTOPPP project.
- (b) If there is no successor entity designated by the Board of Supervisors to carry on the activities of the MCSTOPPP project, or assume its obligations, all funds remaining after payment of all obligations shall be distributed to the Member Agencies in proportion to their contribution as approved by the Board of Supervisors after receiving the recommendation of the Marin Streetlight Acquisition JPA General Services Authority.
- (c) If a successor organization or agency undertakes some of the functions of the MCSTOPPP project, and assumes some of its obligations, all funds remaining after payment of all obligations shall be allocated by the Board of Supervisors between the successor organization or agency and Member Agencies after receiving the recommendation of the Marin General Services Authority ~~Marin Streetlight Acquisition JPA.~~
- (d) If the MCSTOPPP project is terminated due to circumstances falling within paragraph (b) or (c) above, the decisions of the Board of Supervisors shall be final.

Section 6.07. Amendments. This Agreement may be amended only upon the recommendation of a two-thirds affirmative vote of the Marin General Services Authority

Streetlight Acquisition JPA and subsequent approval by a majority of the Board of Supervisors.

Section 6.08. Withdrawal.

- (a) Any Member Agency may withdraw from the MCSTOPPP project effective July 1 of any year upon ninety (90) days written notice to the District.
- (b) If a Member Agency withdraws, its financial obligation shall be limited to its share of costs and liabilities incurred by the MCSTOPPP project prior to the date its written notice of withdrawal is effective as provided by Section 6.03.

Section 6.9. Default by Member Agency. Failure to adhere to the requirements of this Agreement may result in termination of Member Agency status effective July 1 of any year, upon ninety (90) days prior written notice to the defaulting Member Agency by the County Department of Public Works MCSTOPPP, with subsequent approval by the Board of Supervisors.

Section 6.10. Disputes and Arbitration.

- (a) The Member Agencies agree that any dispute which arises between or among them involving the interpretation or application of this Agreement, or the rights and remedies of the Member Agencies, which cannot be resolved through discussion shall be subject to mandatory binding arbitration pursuant to California Code of Civil Procedure Section 1280, and shall not be subject to judicial determination except as expressly provided by law.
- (b) If a Member Agency wishes to submit a dispute to arbitration, it shall serve a demand for arbitration, setting forth the issues to be arbitrated and the general contentions of the Member Agency on the other Member Agencies. All demands for arbitration shall be served within one year of the event giving rise to the dispute.
- (c) The Member Agencies may mutually agree upon an arbitrator. If the Member Agencies cannot agree upon an arbitrator, the Member Agency demanding arbitration shall request a list of arbitrators with prior experience in similar disputes from the San Francisco Office of the American Arbitration Association. Each Member Agency (commencing in alphabetical order) shall alternately strike a name from the list until only one name remains.

Section 6.11. Additional Member Agencies. In addition to the original signatories to this Agreement, any Local Agency within Marin County may become a

Member Agency. The addition of any new Member Agency shall become effective upon the execution on behalf of such Local Agency of a counterpart of this Agreement and the delivery of such executed counterpart to the County District.

Section 6.12. Notices. Any notice, request, or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto, or by facsimile transmission or other form of telecommunication. Unless otherwise provided herein, notice shall be effective either: (i) upon transmission by facsimile transmission or other form of telecommunication, provided a telephonic communication of such transmission is provided; (ii) forty-eight (48) hours after deposit in the United States mail, postage prepaid; or (iii) in the case of personal delivery to any person, upon actual receipt.

Section 6.13. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 6.14. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 6.15. Severability. Should any portion of this Agreement be held by any court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason whatsoever, the validity and enforceability of the remaining portions shall not be affected thereby.

Section 6.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6.17. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the respective dates shown below.

Date: _____, 2005

By: _____

COUNTY OF MARIN

By: _____
President of the Board of Supervisors

MARIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT

County of Marin

By: _____

____ President of the Board of Supervisors

CITY OF BELVEDERE

By: _____

Mayor

CITY OF MILL VALLEY

By: _____

Mayor

CITY OF NOVATO

By: _____

Mayor

CITY OF SAN RAFAEL

By: _____

Mayor

CITY OF SAUSALITO

By: _____

Mayor

TOWN OF CORTE MADERA

By: _____

Mayor

TOWN OF FAIRFAX

By: _____

Mayor

TOWN OF LARKSPUR

By: _____
Mayor

TOWN OF ROSS

By: _____
Mayor

TOWN OF SAN ANSELMO

By: _____
Mayor

TOWN OF TIBURON

By: _____
Mayor

"CLEAN
VERSION"

JOINT EXERCISE OF POWERS AGREEMENT

Relating to the

**MARIN COUNTY STORMWATER
POLLUTION PREVENTION PROGRAM**

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JOINT EXERCISE OF POWERS AGREEMENT**

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RECITALS

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- B. The parties hereto are "public agencies" within the meaning of that term under Section 6502 of the Joint Powers Act and possess in common the power to develop and maintain mapping and other informational data to meet the informational needs of the public and each of the Member Agencies.
- C. The parties desire to enter into this Agreement in furtherance of the Joint Powers Act.

NOW, THEREFORE, the parties hereto agree as follows:

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"District" means the Marin County Flood Control and Water Conservation District

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“State” means the State of California.

“Steering Committee” means the committee established pursuant to Section 5.01.

ARTICLE II THE MCSTOPPP PROJECT

Section 2.01. Purpose of Agreement. The purpose of this Agreement is to develop, implement and administer a stormwater pollution control program to reduce the discharge of pollutants in stormwater to the maximum extent practicable per the requirements of the General Permit for the Discharge of Stormwater from Small MS4s (WQ Order No. 2003-0005-DWQ) and subsequent permits.

Section 2.02. Program Structure. Countywide Program activities are conducted for the benefit of all MCSTOPPP agencies. In addition to participating in Countywide Program planning activities, each MCSTOPPP agency must also implement a Local Program. The roles of the Countywide Program and Local Programs for each task are described in the MCSTOPPP stormwater management plan (Action Plan), attached as Exhibit A to this Agreement. Local Programs must also implement performance standards described in Appendix A of the action plan. The Action Plan may be amended from time to time in response to permitting requirements.

Section 2.03. Program Activity

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This activity describes watershed surveys, assessments, and monitoring to identify impacts to water quality and habitat, integral to MCSTOPPP’s watershed approach. This activity also contains two important elements of Federally mandated municipal stormwater programs: activities to prevent pollutant discharge from municipal maintenance activities, and activities to effectively eliminate non-stormwater discharges.

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sedimentation from construction activities. An important element of this activity is continuing education for municipal staff, contractors, and engineers.

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(e) Protecting Our Future

This activity describes how MCSTOPPP will work with the regulatory community to obtain coverage under a municipal stormwater permit and influence other regulatory programs, such as Total Maximum Daily Load (TMDL) development and allocation.

**ARTICLE III
ADMINISTRATION OF THE AGREEMENT**

Section 3.01. Marin County Flood Control and Water Conservation District (District) to Administer Agreement. The District shall administer this Agreement, and shall exercise in the manner herein provided the powers common to the Member Agencies and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.02.

Section 3.02. Restrictions on Exercise of Powers. Such powers shall be exercised in the manner provided in the Joint Powers Act and shall be subject (in accordance with Section 6509 of the Joint Powers Act) to the restrictions upon the manner of exercising such powers that are imposed upon the District in the exercise of similar powers.

Section 3.03 Specific Services. The Marin County Flood Control and Water Conservation District will oversee the implementation of the MCSTOPPP Program in accordance with Article II. The District has the authority to submit an annual report and 5-year stormwater management plans to the California Regional Water Quality Control Board on behalf of the member agencies.

Section 3.04. Compensation. In consideration for the services to be performed by

Marin County Flood Control and Water Conservation District an annual fee will be paid by each Member Agency to the District upon approval of this Agreement and on or before July 1 of each year thereafter while this Agreement is in effect. The fee shall be paid within 60 days of billing unless alternate arrangements are submitted to and authorized in writing by MCSTOPPP. The annual fee is in addition to any permit fees levied by the State.

The annual fee shall be based on the annual cost of the program as approved by the Board of Supervisors and allocated to member agencies in accordance with a land and population pro rata as described below:

$$\text{County Share} = \frac{\text{Population within Marin County (unincorporated areas)}}{\text{Total population within Marin Co.}}$$

$$\text{Each Cities Share} = (1.00 - \text{County Share}) \frac{0.5 (\text{Area})}{\Sigma \text{City areas}} + \frac{0.5 (\text{Population})}{\Sigma \text{City population}}$$

ARTICLE IV MEMBERSHIP

Section 4.01. Benefits of Membership. By participating in the MCSTOPPP Project, a Member Agency receives the following benefits: MCSTOPPP provides assistance with implementation of the technical and regulatory aspects of the National Pollutant Discharge Eliminations System (NPDES) Phase II stormwater program. MCSTOPPP assists municipalities with the implementation of their local program tasks.

Section 4.02. Obligations of Member Agencies. Membership in the MCSTOPPP Project obligates Member Agencies to: Share costs of the Countywide Program through annual contributions as calculated in Section 3.04 .

Section 4.03. Member Qualifications. Member Agencies shall be limited to Local Agencies located within Marin County.

Section 4.04. Indemnification.

- (a) Each Member Agency shall be solely liable for the negligent acts or omissions of its officers, representatives, agents or employees occurring in the performance of this Agreement. If any Member Agency becomes liable for damages, attorneys fees or any other costs or liabilities caused by its officers, representatives, agents or employees, it shall pay such damages, fees or costs without contribution by the other Member Agencies.

**ARTICLE V
GOVERNING STRUCTURE**

Section 5.01. The Marin General Services Authority. The Marin General Services Authority shall be advisory to Board of Supervisors on the MCSTOPPP program.

Section 5.02. Powers of the Marin General Services Authority.

- (a) The Marin General Services Authority or its successor shall make recommendations to the Board of Supervisors on the annual MCSTOPPP stormwater management plan (Action Plan).
- (b) The Marin General Services Authority or its successor shall recommend to the Board of Supervisors an annual budget no later than May 15 of each year.

**ARTICLE VI
MISCELLANEOUS**

Section 6.01. Funding.

The Marin General Services Authority shall recommend an annual budget for adoption by the Board of Supervisors no later than May 15 of each succeeding year. MCSTOPPP funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the Treasurer.

- (a) Funds may not be disbursed by the District on behalf of the MCSTOPPP project without adoption of the approved budget, and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the programs of the MCSTOPPP project and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by program. The Marin General Services Authority shall recommend and the Board of Supervisors shall allocate these costs for each program with the adoption of the annual budget.

Section 6.02. Treasurer. The Auditor-Controller of the County shall serve as the Treasurer for the MCSTOPPP project.

The Treasurer shall serve as the depository, have custody of all funds and establish and maintain such books, records, funds and accounts as may be required by reasonable accounting practices, and in compliance with California Government Code Section 6505. The books and records pertaining to the MCSTOPPP project shall be open to inspection at all reasonable times to the Member Agencies and the public.

The Treasurer shall prepare such financial reports as may be requested by the Marin General Services Authority and/or as directed by the Board of Supervisors.

The Treasurer shall cause an independent annual audit of the accounts and records by a certified public accountant, in compliance with the requirements of Section 6505 of the California Government Code and generally accepted auditing standards.

MCSTOPPP funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the Treasurer.

Section 6.03. Debts and Liabilities. Except as otherwise provided by Section 6.05(c), no debt, liability or obligation of the MCSTOPPP project shall constitute a debt, liability or obligation of any Member Agency, and each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied hereunder for services among the Member Agencies, or on a fee-for-service basis, or as the parties hereto may otherwise agree.

Section 6.04. Effective Date. This Agreement shall become effective when it has been executed by seven (7) Member Agencies.

Section 6.05. Termination. This Agreement may be terminated as follows:

- (a) By the Board of Supervisors upon thirty day written notice to the member agencies
- (b) By a majority of the Member agencies upon thirty day written notice to the Member agencies.
- (c) Upon termination, payment of the obligations and division of property of MCSTOPPP shall be made pursuant to Section 6.06

Section 6.06. Disposition of authority Funds Upon Termination.

- (a) In the event of termination of the MCSTOPPP project as organized and managed under this Agreement, all funds remaining after payment of all obligations of the MCSTOPPP project shall be transferred to any successor organization or agency designated by the Board of Supervisors to carry out the activities and operations of the MCSTOPPP project.
- (b) If there is no successor entity designated by the Board of Supervisors to carry on the activities of the MCSTOPPP project, or assume its obligations, all funds remaining after payment of all obligations shall be distributed to the Member Agencies in proportion to their contribution as approved by the Board of Supervisors after receiving the recommendation of the Marin General Services Authority.
- (c) If a successor organization or agency undertakes some of the functions of the MCSTOPPP project, and assumes some of its obligations, all funds remaining after payment of all obligations shall be allocated by the Board of Supervisors between the successor organization or agency and Member Agencies after receiving the recommendation of the Marin General Services Authority.
- (d) If the MCSTOPPP project is terminated due to circumstances falling within paragraph (b) or (c) above, the decisions of the Board of Supervisors shall be final.

Section 6.07. Amendments. This Agreement may be amended only upon the recommendation of a two-thirds affirmative vote of the Marin General Services Authority and subsequent approval by a majority of the Board of Supervisors.

Section 6.08. Withdrawal.

- (a) Any Member Agency may withdraw from the MCSTOPPP project effective July 1 of any year upon ninety (90) days written notice to the District.
- (b) If a Member Agency withdraws, its financial obligation shall be limited to its share of costs and liabilities incurred by the MCSTOPPP project prior to the date its written notice of withdrawal is effective as provided by Section 6.03.

Section 6.9. Default by Member Agency. Failure to adhere to the requirements of this Agreement may result in termination of Member Agency status effective July 1 of any year, upon ninety (90) days prior written notice to the defaulting Member Agency by MCSTOPPP, with subsequent approval by the Board of Supervisors.

Section 6.10. Disputes and Arbitration.

- (a) The Member Agencies agree that any dispute which arises between or among them involving the interpretation or application of this Agreement, or the rights and remedies of the Member Agencies, which cannot be resolved through discussion shall be subject to mandatory binding arbitration pursuant to California Code of Civil Procedure Section 1280, and shall not be subject to judicial determination except as expressly provided by law.
- (b) If a Member Agency wishes to submit a dispute to arbitration, it shall serve a demand for arbitration, setting forth the issues to be arbitrated and the general contentions of the Member Agency on the other Member Agencies. All demands for arbitration shall be served within one year of the event giving rise to the dispute.
- (c) The Member Agencies may mutually agree upon an arbitrator. If the Member Agencies cannot agree upon an arbitrator, the Member Agency demanding arbitration shall request a list of arbitrators with prior experience in similar disputes from the San Francisco Office of the American Arbitration Association. Each Member Agency (commencing in alphabetical order) shall alternately strike a name from the list until only one name remains.

Section 6.11. Additional Member Agencies. In addition to the original signatories to this Agreement, any Local Agency within Marin County may become a Member Agency. The addition of any new Member Agency shall become effective upon the execution on behalf of such Local Agency of a counterpart of this Agreement and the delivery of such executed counterpart to the District.

Section 6.12. Notices. Any notice, request, or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled

thereto, or by facsimile transmission or other form of telecommunication. Unless otherwise provided herein, notice shall be effective either: (i) upon transmission by facsimile transmission or other form of telecommunication, provided a telephonic communication of such transmission is provided; (ii) forty-eight (48) hours after deposit in the United States mail, postage prepaid; or (iii) in the case of personal delivery to any person, upon actual receipt.

Section 6.13. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 6.14. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 6.15. Severability. Should any portion of this Agreement be held by any court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason whatsoever, the validity and enforceability of the remaining portions shall not be affected thereby.

Section 6.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6.17. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the respective dates shown below.

Date: _____, 2005

By: _____
President of the Board of Supervisors

MARIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT

County of Marin

By: _____

President of the Board of Supervisors

CITY OF BELVEDERE

By: _____

Mayor

CITY OF MILL VALLEY

By: _____

Mayor

CITY OF NOVATO

By: _____

Mayor

CITY OF SAN RAFAEL

By: _____

Mayor

CITY OF SAUSALITO

By: _____

Mayor

TOWN OF CORTE MADERA

By: _____

Mayor

TOWN OF FAIRFAX

By: _____

Mayor

TOWN OF LARKSPUR

By: _____

Mayor

TOWN OF ROSS

By: _____
Mayor

TOWN OF SAN ANSELMO

By: _____
Mayor

TOWN OF TIBURON

By: _____
Mayor

MARIN GENERAL SERVICES AUTHORITY

555 Northgate Drive, San Rafael, CA 94903

PHONE: (415) 448-0359

MEMORANDUM

DATE: May 14, 2009
TO: MGSA Board of Directors
FROM: Paul Berlant, Executive Officer
SUBJECT: AGENDA ITEM E: REVIEW AND RECOMMENDATION OF MCSTOPPP
2009-10 BUDGET

Recommendation: Review, comment and make a recommendation to the Board of Supervisors regarding the 2009-10 MCSTOPPP budget.

Background: Terri Fashing, the program manager for the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) has prepared and will present the 2009-10 MCSTOPPP budget on May 14th. Ms. Fashing presented a preliminary budget to the Board in March. In July 2005 the fiscal responsibility for MCSTOPPP was transferred from the MGSA's predecessor JPA to the Marin County Flood Control District, through a Joint Execution of Powers Agreement (JEPA) executed by each of the participating agencies. The MGSA continues to provide an advisory role to MCSTOPPP on budgetary issues, however, the Board of Supervisors is responsible for fiscal oversight under the JEPA.

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Marin County Department of Public Works
P.O. Box 4186 San Rafael, CA 94913-4186
Tel. (415) 499-6528 Fax (415) 499-3799
www.mcstoppp.org

Date: May 1, 2009

Member Agencies:

To: Marin General Services Authority (MGSA)

Belvedere

From: Terri Fashing, Program Manager

Corte Madera

RE: Marin County Stormwater Pollution Prevention Program (MCSTOPPP) 2009-2010 Budget

County of Marin

RECOMMENDATION: Recommend approval of the proposed MCSTOPPP 2009-2010 Budget

Fairfax

Enclosed please find the proposed 2009-2010 MCSTOPPP budget summary (see *Table 1*). Also enclosed is a detailed MCSTOPPP budget table (see *Table 2*). The detailed table shows the 08-09 MCSTOPPP budget, the projected end of fiscal year 08-09 revenue and expenditures, and the proposed 09-10 budget. Table 2 also shows the projected reserve amount available for the State Water Board's National Pollutant Discharge Elimination System (NPDES) Phase II stormwater permit reissue. This amount is included in the proposed MCSTOPPP 09-10 budget.

Larkspur

Mill Valley

Novato

Ross

The proposed 2009-2010 municipal contribution amount remains at \$600,300 (see *Table 3*). MCSTOPPP is primarily funded through the annual municipal contribution. Additional revenue is provided through the Used Oil Block Grant program administered by the California Integrated Waste Management Board and through collaborative projects between MCSTOPPP and other agencies such as Marin Municipal Water District, County of Marin Community Development Agency, Central Marin Sanitation Agency, and the Sewerage Agency of Southern Marin.

San Anselmo

San Rafael

Sausalito

Tiburon

The Joint Exercise of Powers Agreement (JEPA) between the Marin County Flood Control and Water Conservation District (District) and MCSTOPPP members requires the MGSA Board to recommend an annual MCSTOPPP budget to the District's Board of Supervisors. Thank you for your time to review and consider the proposed 2009-2010 MCSTOPPP budget.

Attachments, Proposed MCSTOPPP budget summary table, budget comparison table, and municipal contribution table

C: Farhad Mansourian, Director, Bob Beaumont, Chief Assistant Director of Public Works-County of Marin; Liz Lewis, Principal Planner-County of Marin; Tracy Clay, Principal Engineer-Marine County Flood Control and Water Conservation District; Marin Managers; Public Works Directors; Municipal Stormwater Coordinators

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TABLE 1: Marin County Stormwater Pollution Prevention Program Proposed 09-10 Budget Summary

MCSTOPPP PROPOSED BUDGET SUMMARY 2009-2010 - Updated 4-30-09					
REVENUE	09-10 MCSTOPPP Budget	09-10 UBG ⁵ Budget	Totals	Comments	
CITY CONTRIBUTION	\$600,300		\$600,300	City and County Contribution	
MISCELLANEOUS INCOME	\$10,000		\$10,000	ESTIMATED: Bay Friendly Partners, Calendar, Registrations	
INTEREST INCOME	\$17,000		\$17,000		
GRANTS					
UBG 13th & 14th Cycles ⁶		\$90,104	\$90,104	All UBG 13 & a portion of UBG 14 expenditures occurred in FY08-09	
TOTAL Revenue	\$627,300	\$90,104	\$717,404		
EXPENSE BUDGET	MCSTOPPP Expenses	UBG14⁶	Totals	Comments	Expense Detail
CELL PHONES	\$400		\$400		
SOFTWARE	\$500		\$500		
RENT	\$800		\$800		
PROFESSIONAL DEVELOPMENT	\$1,500		\$1,500		
MILEAGE	\$500		\$500		
MISCELLANEOUS SERVICES (includes document reproduction)	\$32,734	\$9,299	\$42,033	MCSTOPPP calendar and brochure printing	
OFFICE SUPPLIES	\$4,500	\$30	\$4,530		
MAINTENANCE & REPAIR (Restoration/Monitoring Supplies)	\$400		\$400		
MISC SUPPLIES	\$3,000	\$2,434	\$5,434	Stencils, monitoring, restorations, workshops	\$12,926
MEMBERSHIPS	\$90,063		\$90,063	BASMAA ¹	\$55,637
				Regional Monitoring Program (SFEI) ²	\$6,000
				NBWA ³	\$10,000
				Regional Ad Campaign (BASMAA)	\$5,500
				CASQA ⁴	
CONTRACT SERVICES	\$166,721	\$27,692	\$194,413	Additional Work: Action Plan 2010 update	\$20,000
				Stormwater consultant contract	\$65,000
				Direct MCSTOPPP program expenses	\$81,721
				UBG14 ⁶ estimated contract services	\$27,692
SALARIES & WAGES	\$314,182	\$2,260	\$316,442		
INDIRECT COUNTY OVERHEAD	\$12,000		\$12,000		
TOTAL Expenses	\$627,300	\$41,715	\$669,015		

NOTE: MCSTOPPP plans to apply for funds from the 15th Cycle of the Used Oil Block Grant (UBG 15). If a grant agreement is signed, funds will be appropriated into the MCSTOPPP budget (Fall 2009). We estimate a grant award of \$47,000. This is 40% less than in previous years (based on information from California Integrated Waste Management Board).

¹BASMAA: Bay Area Stormwater Management Agencies

²San Francisco Estuary Institute

³NBWA: North Bay Watershed Association

⁴California Stormwater Quality Association

⁵UBG: Used Oil Block Grant

⁶UBG13 and UBG14: 13th and 14th Cycle, respectively, of the California Integrated Waste Management Board Used Oil Block Grant

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TABLE 2: MCSTOPPP 2008-2009 and Proposed 2009-2010 Budget Comparison

MCSTOPPP and Used Oil Block Grant (UBG) 08-09 Budget & Actuals Proposed 09-10 Budget	Commitment Item	UBG 08-09 Budget	UBG End FY 08-09 Projected Actuals	UBG 9-10 Proposed Budget	MCSTOPPP 08-09 Budget	MCSTOPPP End FY 08-09 Projected Actuals	MCSTOPPP 09-10 Proposed Budget	Combined 08-09 Budget	Combined End FY 08-09 Projected Actuals	Combined 09-10 Proposed Budget
REVENUE BUDGET										
Interest on Pooled Investment	4410125				\$35,000	\$18,000	\$17,000	\$35,000	\$18,000	\$17,000
City Contribution	4640322				\$600,300	\$600,300	\$600,300	\$600,300	\$600,300	\$600,300
Misc Revenue - Other	4710642				\$12,000	\$34,500	\$10,000	\$12,000	\$34,500	\$10,000
State Grant	4530527	\$174,001	\$83,897	\$90,104			\$174,001	\$174,001	\$83,897	\$90,104
TOTAL REVENUE		\$174,001	\$83,897	\$90,104	\$647,300	\$652,800	\$627,300	\$821,301	\$736,697	\$717,404
EXPENSE BUDGET										
Professional Services	5210100	\$87,933	\$71,784	\$27,692	\$308,563	\$282,159	\$166,721	\$396,496	\$353,943	\$194,413
Communication Services	5210700				\$270	\$383	\$400	\$270	\$383	\$400
Maintenance & Repair Supplies					\$0	\$713	\$500	\$0	\$713	\$500
Maintenance & Repair Services						\$38				
Land & Building	5211100				\$800	\$800	\$800	\$800	\$800	\$800
Rent & Operating Leases	5211200									
Professional Development										
Expense	5211300				\$2,000	\$1,800	\$1,500	\$2,000	\$1,800	\$1,500
Travel	5211400				\$1,000	\$500	\$500	\$1,000	\$500	\$500
Miscellaneous Services	5211500	\$37,832	\$18,682	\$9,299	\$24,900	\$35,000	\$32,734	\$62,732	\$53,682	\$42,033
Dues and Memberships	5211600				\$84,250	\$96,716	\$90,063	\$84,250	\$96,716	\$90,063
Office Supplies	5220100	\$18	\$18	\$30	\$4,500	\$5,500	\$4,500	\$4,518	\$5,518	\$4,530
Maintenance & Repair Supplies										
Equipment	5220200					\$58	\$0	\$0	\$58	\$0
Maintenance & Repair Supplies					\$400	\$1,500	\$400	\$400	\$1,500	\$400
Land & Building	5220300				\$3,000	-\$2,699	\$3,000	\$25,734	-\$2,399	\$5,434
Miscellaneous supplies	5510700	\$22,734	\$300	\$2,434						
Inter-fund Expense										
Salaries & Benefits	5510260	\$4,240	\$2,740	\$2,260	\$278,196	\$278,196	\$314,182	\$282,436	\$280,936	\$316,442
Inter-fund Expense										
Special Cost	5510700				\$11,825	\$11,262	\$12,000	\$11,825	\$11,262	\$12,000
TOTAL EXPENDITURES		\$152,757	\$93,524	\$41,715	\$719,704	\$711,926	\$627,300	\$872,461	\$805,412	\$669,015
GENERAL CONTINGENCIES										
General Contingencies	9000010	\$16,279		\$73,193	\$576,171		\$548,375	\$592,450		\$621,568
TOTAL EXPENDITURES + CONTINGENCIES		\$169,036		\$114,908	\$1,295,875		\$1,175,675	\$1,464,911		\$1,290,583

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TABLE 3: Proposed 09-10 MCSTOPPP Municipal Contribution

	Contribution and Shares History	Total Contribution and Shares FY 2008-2009	Proposed Contribution and Shares FY 09-10
Municipality	FY 04-05 - 07-08	2.5% Increase	NO Increase*
TOTAL	\$585,666	\$600,300	\$600,300
Belvedere	\$4,018	\$4,085	\$4,084
Corte Madera	\$23,056	\$23,556	\$23,544
Fairfax	\$16,917	\$17,272	\$17,264
Larkspur	\$23,525	\$23,955	\$23,969
Mill Valley	\$30,407	\$31,124	\$31,149
Novato	\$140,406	\$147,718	\$147,705
Ross	\$7,078	\$7,261	\$7,261
San Anselmo	\$22,233	\$22,664	\$22,676
San Rafael	\$120,284	\$123,324	\$123,144
Sausalito	\$15,400	\$15,768	\$15,774
Tiburon	\$20,498	\$20,956	\$20,935
County	\$161,844	\$162,618	\$162,796
<p>*No increase in total contribution. Changes in individual municipal contributions are based on population numbers from the 2008 State of California Department of Finance figures, available: http://www.dof.ca.gov/research/demographic/reports/estimates/e-4_2001-07/documents/.</p> <p>CONTRIBUTION FORMULAS: County Share = Co POP/ sum POP City Share = (1.00-county share)[0.5*area/ sum city areas +0.5*pop/ sum city pop.]</p>			

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ORDINANCE NO. 1111**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAUSALITO
ADDING CHAPTER 11.18.000 TO THE SAUSALITO MUNICIPAL CODE, ADOPTING
A REGULATORY FEE TO FUND CLEAN STORMWATER ACTIVITIES**

WHEREAS, the 1987 Amendments to the Federal Clean Water Act, as implemented by Environmental Protection Agency regulations adopted November 16, 1990, require the adoption of plans and programs for storm water management meeting specified criteria; and

WHEREAS, the California Regional Water Quality Control Board, San Francisco Bay Region, has included in its Water Quality Control Plan for the San Francisco Bay Basin ("Basin Plan"), specifies urban runoff pollution prevention measures to be implemented by the City of Sausalito; and

WHEREAS, in order to implement the Federal regulatory requirements described above, the City of Sausalito participates in countywide urban runoff pollution prevention efforts through the Marin Street Light Acquisition Joint Powers Authority (MSLAJPA); and

WHEREAS, the MSLAJPA, acting on behalf of Marin County's municipalities, including the County of Marin, directed preparation of a Baseline Urban Runoff Control Plan, including specific measures to be implemented by the municipalities of Marin County; and

WHEREAS, the City Council of the City of Sausalito has implemented these specific regulations to prevent and control stormwater pollution by enacting Chapter 11.18.000 of the Sausalito Municipal Code, "Urban Runoff Pollution Prevention"; and

WHEREAS, the City of Sausalito desires to reduce the amount of pollution entering the stormwater drainage system; and further desires to comply with the mandates of federal and state requirements regulating stormwater quality, including the Marin County Stormwater Pollution Prevention Program and the Baseline Urban Runoff Control Program (BURCP) Basin Plan Permit; and

WHEREAS, to be effective, the implementation of pollution control measures and the enforcement of regulations and controls to reduce the amount of pollution entering the stormwater drainage system requires a funding source; and

WHEREAS, every owner of real property in the City of Sausalito makes use of and is served by the City's stormwater drainage system; and

WHEREAS, each real property owner's burden on and benefit from the City's stormwater drainage system is related to the impervious surface area of the owner's parcel of real property to the extent that it cannot absorb water; and

WHEREAS, each real property owner's said burden on and benefit from the City's stormwater drainage system contributes significantly more surface and stormwater to the stormwater drainage system than if the parcel had been left undeveloped and in its natural state; and

WHEREAS, the fees and charges imposed upon real property owners by this ordinance are solely for the purpose of raising income and revenue necessary to improve the quality of stormwater discharged into the City's stormwater drainage system; and

WHEREAS, the Council finds and declares that the provisions of this ordinance are for the purpose of maintenance operations, enforcement activities, and capital improvements to maintain service within existing service areas and are therefore exempt from the provisions of the California Environmental Quality Act (CEQA), Chapter 3 (commencing with Section 21000) of Division 13 of the Public Resources Code as provided in categorical exemption classes I, 4, 5, 7, 8, 9 and/or 21 of the CEQA Guidelines (Title 14, California Code of Regulations Sections 15301-15329); and

WHEREAS, this ordinance has been duly processed with proper public notice, public hearing, and applicable environmental review;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAUSALITO DOES ORDAIN AS FOLLOWS:

DIVISION 1: Chapter 11.18.000, entitled "REGULATORY FEE FOR CLEAN STORMWATER ACTIVITIES" is hereby adopted and added to Title 11 of the Municipal Code of the City of Sausalito, to read as follows:

CHAPTER 11.18.000
REGULATORY FEE FOR CLEAN STORMWATER ACTIVITIES

Section 11.18.010 - Title

This Chapter shall be known as the "City of Sausalito Clean Water Activity Fee" and may be so cited.

Section 11.18.020 - Purpose and Intent

The purpose of this Chapter is to ensure the future health, safety, and general welfare of the citizens of the City of Sausalito by establishing a funding source to provide enforcement of the City's Urban Runoff Pollution Prevention Ordinance, to provide maintenance and repair of the City's stormwater drainage facilities, to provide capital improvements to the City's storm drainage system, and to provide other clean stormwater activities.

The intent of this Chapter is to protect and enhance the water quality of the State's, and the nation's watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Clean Water Act. (33 U.S.C. Section 1251 et seq.)

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Section 11.18.030 - Definitions

1. Storm Drainage System: Includes but is not limited to those stormwater drainage conveyance facilities within the City by which storm water may be conveyed to waters of the United States, including any roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains, which are not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2. Storm drainage system also includes "storm drains" as defined in Section 11.17.040(B)(4).

2. Clean Stormwater Activities: Includes but is not limited to, all programs required by the Marin County Stormwater Pollution Prevention Program and the BURCP Basin Plan Permit, the operation and maintenance of the City's stormwater drainage system, any capital improvements to repair, rehabilitate, replace, or improve components of the stormwater drainage system, the enforcement of the Urban Runoff Pollution Prevention Ordinance (Chapter 11.17) and related regulations, the administration of the ordinance and Chapter 11.17, and any other activities related to the foregoing.

3. Land Use Category: That category of land use assigned to a parcel of real property as shown on the most current official assessment roll of the Marin County Assessor.

4. Parcel: A unit of real property in one ownership as shown on the most current assessment roll of the Marin County Assessor.

5. Parcel Site: The area of a unit of real property in one ownership as determined from records maintained by Marin County or the City of Sausalito.

6. Runoff Factor: The indicator of stormwater generation of a parcel; it is based upon the average ration of impervious area to total parcel area for a particular land use category.

7. Standard Runoff Unit ("RU"): The average estimated amount of impervious area of parcels in the single-family residential parcel size multiplied by the runoff factor for single-family residential land use category; it is the product of the average single-family residential parcels: 7,500 sq.ft. x .4 = 3,000 ft.

Section 11.18.040 - Establishment of Fee for Clean Stormwater Activities

Every person, corporation or entity which owns real property within the City of Sausalito shall pay an annual fee to the City of Sausalito for clean stormwater activities.

Section 11.18.050 - Calculation of Fee

1. Single Family Residential: The annual clean stormwater activity fee for owners of parcels in the single-family residential land use category shall be the rate per one Standard Runoff Unit (RU).

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2. All other Land Use Categories: The annual clean stormwater activity fee for owners of parcels in all other land use categories shall be calculated using the following formula: [(parcel size x runoff factor)]/(RU) x (rate per RU).

3. Runoff Factors: The runoff factors for various land use categories shall be those set forth in the following table:

<u>LAND USE CATEGORY</u>	<u>RUNOFF FACTOR</u>
Single-Family Residential	.4
Multi-Family Residential	.6
Commercial	.8
Industrial	.8
Vacant Land	.1

4. Rate per Runoff Unit: The rate per runoff unity shall be set by the City Council of the City of Sausalito, by Resolution; said rate may be adjusted from time to time, in accordance with City's procedures for adopting rates, fees and charges.

Section 11.18.060 - Clean Stormwater Fund Establishment

A Clean Stormwater Fund is hereby established in the City Treasury. All income and revenue collected from real property owners pursuant to this ordinance shall be paid into the Clean Stormwater Fund. Said income and revenue shall be expended only for clean stormwater activities, and shall not be expended for any other purposes.

Section 11.18.070 - Collection of Fee; Interest and Penalties

The City manager is authorized to have the fees imposed by this ordinance collected by the County of Marin in conjunction with the County of Marin's collection property tax revenues for the City of Sausalito. In the event that the County of Marin collects the fees imposed by this ordinance, the imposition of additional penalties, fees, charges and interest upon property owners who fail to pay the fee imposed by this ordinance, or who fail to pay any delinquent amount under this ordinance, shall be subject to and governed by the rules, regulations, and procedures utilized by the County of Marin in its collection of property taxes, charges and fees for the City of Sausalito, and its collection of this additional fee for the City of Sausalito. Every penalty imposed and such interest as accrues under the provisions of this ordinance shall become a part of the fee required by this ordinance.

Section 11.18.080 - Delinquent Fees

Delinquent fees are hereby made a lien upon the real property served by the stormwater drainage system. The amount of any fee, penalty, charge or interest imposed under the provisions of this ordinance shall be deemed a debt owed to the City of Sausalito.

Section 11.18.090 - Remedies

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The City may seek legal, injunctive, or other equitable relief to enforce this ordinance. In any such action the City shall be entitled to reasonable attorneys fees and costs. The remedies established in this ordinance are cumulative and in addition to any other remedies available to the City for the collection of the fees imposed by this ordinance.

DIVISION 2: If any section, subsection, sentence, clause or phrase or word of this ordinance is for any reason held to be unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Sausalito hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional.

DIVISION 3: A summary of this ordinance shall be published and a certified copy of the full text of this ordinance shall be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which it is adopted. This ordinance shall be in full force and effect thirty (30) days after its passage, and the summary of this ordinance shall be published within fifteen (15) days after the adoption, together with the names of the Councilmembers voting for or against the same, in a newspaper of general circulation published and circulated on the City of Sausalito, County of Marin, State of California. Within fifteen (15) days after adoption, the City Clerk shall also post in the office of the City Clerk, a certified copy of the full text of this ordinance along with the names of those Councilmembers voting for or against this ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 5th day of July 1995 by the following vote:

- AYES: Councilmembers: Belser, Miskel, Sweeny, Ziegler, Mayor Fancher
- NOES: Councilmembers: None
- ABSENT: Councilmembers: None



MAYOR OF THE CITY OF SAUSALITO

ATTEST:


DEPUTY CITY CLERK

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RESOLUTION NO. 4476

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO
ESTABLISHING A \$15 RATE PER RUNOFF UNIT FOR FY 1999-00 FOR PURPOSES
OF CALCULATING THE CLEAN STORMWATER FEE PURSUANT TO CHAPTER
11.18.0000 OF THE SAUSALITO MUNICIPAL CODE**

WHEREAS, the City Council of the City of Sausalito on July 5, 1995 adopted Ordinance No. 1111 creating Chapter 11.18.000, Regulatory Fee for Clean Storm Water Activities of the Sausalito Municipal Code and establishing a Clean Stormwater Activity Fee; and

WHEREAS, the purpose and intent of the Clean Stormwater Activity Fee is to ensure, in part, the future health, safety and general welfare of the citizens of the city by establishing a funding source to provide maintenance and repair of the city's storm drainage facilities, to provide capital improvements to the city's storm drainage system, and to provide other clean stormwater activities; and

WHEREAS, Section 11.18.050, Subsection 4, authorizes the City Council of the City of Sausalito to set by Resolution a rate per runoff unit for purposes of calculating the Clean Stormwater Activity Fee and to adjust said rate from time to time; and

WHEREAS, the City Council of the City of Sausalito on July 5, 1995 adopted Ordinance No. 1111 and established a rate of \$15 per runoff unit as recommended in the Baseline Urban Runoff Control Plan implemented by the municipalities of Marin County.

WHEREAS, the City Council of the City of Sausalito wishes to ensure the future health, safety and general welfare of the citizens of the city and to protect and enhance the water quality of the state's and nation's watercourses in a manner pursuant to and consistent with the Clean Water Act and the Basin Urban Runoff Plan; and

WHEREAS, the City Council finds that the enhancement and protection of the water quality of the state's and nation's watercourses, consistent with the Clean Water Act and the Basin Urban Runoff Plan, requires the City to undertake as promptly as reasonably possible to replace, repair and improve the drainage infrastructure as specified in the 1999-00 operating budget and the 1999-00 Capital Improvement Program.

IT IS FURTHERMORE RESOLVED that the repair of the city's storm drainage facilities and capital improvements to the city's storm drainage system will reduce the potential for erosion, and discharge of pollutants such as sedimentation into the Bay.

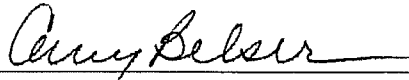
IT IS FURTHERMORE RESOLVED that these improvements ensure the future health, safety and general welfare of the citizens of the city by protecting and enhancing the water quality of the state's and nation's watercourses in a manner pursuant to and consistent with the Clean Water Act.

PASSED AND ADOPTED by the City Council of the City of Sausalito at a meeting held on the 6th of July , 1999 by the following vote:

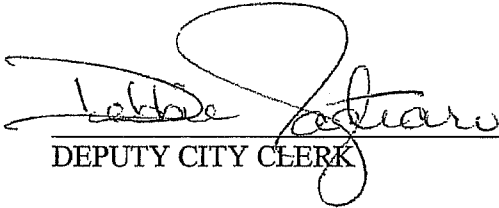
AYES: Councilmembers: Albritton, Bushmaker, Roberts, Stratigos, Mayor Belser

NOES: Councilmembers: None

ABSENT: Councilmembers: None


MAYOR OF THE CITY OF SAUSALITO

ATTEST:


DEPUTY CITY CLERK