

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AGREEMENT NO. _____**

NAPA COUNTY AGREEMENT NO. _____

CITY OF NAPA AGREEMENT NO. _____

CITY OF ST. HELENA AGREEMENT NO. _____

CITY OF CALISTOGA AGREEMENT NO. _____

CITY OF AMERICAN CANYON AGREEMENT NO. _____

TOWN OF YOUNTVILLE AGREEMENT NO. _____

**COOPERATIVE JOINT POWERS AGREEMENT TO FUND AND
ADMINISTER
THE NAPA COUNTYWIDE STORMWATER MANAGEMENT PROGRAM
(NAPA COUNTYWIDE STORMWATER
POLLUTION PREVENTION PROGRAM)**

THIS COOPERATIVE JOINT POWERS AGREEMENT (“Agreement”), is entered into as of this ____ day of _____ 2015 by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California, (“DISTRICT”), the City of American Canyon, the City of Napa, the City of St. Helena, the City of Calistoga (collectively, “CITIES”), and the Town of Yountville (“TOWN”), and the Napa County, a political subdivision of the State of California, (“COUNTY”). DISTRICT, CITIES, TOWN, and COUNTY are also referred to herein as “Party” individually and “Parties” collectively.

RECITALS

WHEREAS, as public agencies, COUNTY, CITIES, TOWN, and DISTRICT are authorized by Government Code section 6500, *et seq.*, to enter into a joint exercise of powers agreement for the funding and performance of functions within each other’s jurisdictions which each agency is individually authorized to conduct within its own jurisdiction; and

WHEREAS, the Federal Clean Water Act requires COUNTY, CITIES, and TOWN (hereinafter also referred to as “Permittees”) to comply with the National Pollutant Discharge Elimination System (“NPDES”) General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (General MS4 Permit) as ordered by the United States Environmental Protection Agency; and

WHEREAS, COUNTY, CITIES, and TOWN are all required to operate as a Permittees under the State of California’s General MS4 Permit; and

WHEREAS, COUNTY, CITIES, and TOWN filed a Notice of Intent to comply with the terms of the General MS4 Permit; and

WHEREAS, DISTRICT has sponsored and developed the Napa Countywide Stormwater Management Program, commonly referred to as the Napa Countywide Stormwater Pollution Prevention Program (“NCSPPP”), to facilitate compliance by COUNTY, CITIES, and TOWN with the General MS4 Permit requirements; and

WHEREAS, COUNTY, CITIES, and TOWN each agree to reimburse the DISTRICT for a proportional percentage of the costs for the DISTRICT’S administration of the NCSPPP; and

WHEREAS, the Parties acknowledge that the NCSPPP responsibilities, yearly budget, and the calculation of the Parties’ proportional cost reimbursement and Party-specific stormwater program implementation responsibilities may change each year; and

WHEREAS, the State issued a new General MS4 Permit in 2013 which includes increases in cost of compliance for Permittees and the Parties agree to certain increases in the scope of responsibilities to be undertaken by the NCSPPP in support of the Permittees’ compliance activities; and

WHEREAS, the Parties agree to extend the term of this Agreement through fiscal year 2017-2018 and in light of the increased costs and responsibilities of the new General MS4 Permit, the Parties acknowledge that their proportional cost reimbursement will reflect the cost of services provided by the DISTRICT that are attributable to each Party; and

WHEREAS, the General MS4 Permit is effective through June 30, 2018 and may be administratively extended by the State Water Resources Control Board; and

WHEREAS, the Parties may in the future wish to extend the term of this Agreement in response to such an administrative extension by the State Water Resources Control Board; and,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

TERMS

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2015 or after this Agreement is signed by DISTRICT, CITIES, TOWN, and COUNTY whichever is later, and shall terminate on June 30, 2018. The term of this Agreement shall remain in force unless any of the Parties gives the other Parties written notice of intention to terminate in accordance with the provisions set forth in Paragraph 7(a) or 7(b).

2. **The Parties’ Obligations.** DISTRICT shall administer certain necessary actions in connection with the NCSPPP to facilitate the Parties’ compliance with the General MS4 Permit requirements on behalf of CITIES, TOWN and COUNTY, as more particularly described in

Exhibits A and A-1, attached hereto and incorporated by this reference. CITIES, TOWN, and COUNTY shall be responsible for those tasks specifically required of them to comply with the General MS4 Permit requirements on the local level as more particularly described in Exhibit A-1, attached hereto and hereby incorporated by reference.

3. CITIES', TOWN's, AND COUNTY's Proportional Cost Reimbursement Obligations.

The Parties shall establish an estimated amount (the "Estimated Amount") each fiscal year for the provision of services hereunder. For the period commencing on the Effective Date and ending June 30, 2016, the Estimated Amount is Five Hundred Eighteen Thousand and Fifty-Five Dollars (\$518,055). The Estimated Amount for each subsequent fiscal year will be submitted by the DISTRICT's Stormwater Program Manager to all Parties by March 1st of each year, commencing March 1, 2016. The updated Estimated Amount will be developed in conjunction with the services described in Exhibits A and A-1. The Parties shall use reasonable efforts to have the Estimated Amount approved by their respective governing bodies or by designee authorized by the Party by July 1st of each year commencing July 1, 2016. In the event of any delay in the adoption of the Estimated Amount pursuant to this provision, DISTRICT is authorized to continue providing services in accordance with Exhibits A and A-1. CITIES and TOWN shall continue to pay DISTRICT all direct and indirect costs for services rendered pursuant to this Agreement.

(a) **Fiscal Year 2015 – 2018.** During the term of this Agreement (Fiscal Year 2015 – 2018), CITIES, TOWN, and COUNTY shall reimburse DISTRICT for the proportional costs of administering the NCSPPP to comply with the General MS4 Permit requirements in accordance with the method described in Exhibit B, attached hereto and hereby incorporated by reference. The Parties have agreed upon a methodology for payment of the cost of services provided by the DISTRICT that are attributable to each Party for the following:

(1) **Program Administration.** Services to be provided by DISTRICT, also herein referred to as Category 1 items, which will constitute a baseline of program costs to be shared amongst all of the CITIES, DISTRICT, TOWN, and COUNTY.

(2) **Permit Implementation Services.** Services to be provided by DISTRICT, also herein referred to as Category 2 items, which will be an additional cost beyond the baseline and will be shared amongst all of the CITIES, TOWN, and COUNTY.

(3) **Optional Permit Implementation Services.** Services to be provided by DISTRICT at the request of one or more of the CITIES, TOWN, and/or COUNTY, also herein referred to as Category 3 items, which will be an additional cost beyond the baseline Program Administration to be borne only by those Permittees who expressly request in writing such services.

4. Method and Timing of Reimbursement. DISTRICT shall provide for strict accountability of all funds and report all receipts and disbursements, upon a Party's request. Each Party to this Agreement shall be invoiced regularly by the DISTRICT for the proportional costs described in Paragraph 3 hereof. Payment by each Party of the invoice shall be made and received in DISTRICT's administrative offices on or before the close of business within 45 days of the date of invoice. The due date shown on the invoice shall not be less than 30 calendar days after the date of issuance of the invoice.

5. **Insurance.**

(a) **Liability Insurance.** Each Party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) **General Liability.** Each Party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to the other Party's risk manager or employee designated by that Party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that Party under this Agreement except for acts or omissions performed in strict compliance with express direction of the other Parties' governing boards, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Comprehensive Automobile Liability Insurance.** Each Party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that Party's activities under this Agreement of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(b) **Certificates of Coverage.** Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other Parties), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the DISTRICT's Secretary or Clerk prior to payment for performance of any of the Parties' duties under this Agreement; shall name the other Parties, their officers, employees, and agents as additional insureds; shall be kept current during the term of this Agreement; and shall provide that the other Parties shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change. Upon written request by the other Parties, the Party shall provide or arrange for the insurer to provide the other Parties with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

6. **Hold Harmless/Defense/Indemnification.** Upon written demand, each Party shall defend, release, indemnify, and hold harmless each other Party as well as their respective officers, agents, and employees from any claim, loss, liability penalty, demand, or expense including without limitation, those for personal injury (including death), damage to property or for costs of remediation or other actions needed to correct or abate any violation of federal, state, or local law, regulation, or permit provision arising out of, or connected with, any acts or omissions of that Party or its officers, agents, or employees when performing any obligations or exercising any rights under this Agreement, the NCSPPP or General Permit.

7. **Termination for Cause and Non-Appropriation.**

(a) **Termination for Cause.** If any Party shall fail to fulfill in a timely and proper

manner that Party's obligations under this Agreement, including each Party's Proportional Cost Reimbursement Obligation, that Party's obligations under the NCSPPP or General MS4 Permit or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other Party describing the nature of the failure or breach, any of the non-defaulting Parties may, in addition to any other remedies it may have, terminate this Agreement as to the defaulting Party by giving thirty (30) days written notice to the defaulting Party in the manner set forth in Paragraph 9 (Notices).

(b) **Termination for Non-Appropriation.** This Agreement may be terminated by any of the CITIES, TOWN, or by COUNTY as to that Party only if despite that Party's best efforts, that Party is unable to appropriate sufficient funds in any fiscal year to meet its financial obligations under this Agreement. Termination under this paragraph shall be effective only after the terminating Party has given no less than thirty (30) days written notice of such termination to all other Parties specifying the effective date thereof. Upon termination by any Party, that Party's share of any administrative costs borne by DISTRICT shall be shared by the remaining Parties pursuant to the formula described in Exhibit B and terminating Party shall only be responsible for payment of administrative costs already previously appropriated by terminating Party.

8. **No Waiver.** The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that any Party desires to give the other Parties shall be addressed to the other Parties at the address set forth below. Any Party may change its address by notifying the other Parties in writing of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

<u>COUNTY</u>	<u>CITIES</u>
David Morrison, Director Napa County Department of Planning, Building & Environmental Services 1195 Third Street, Room 210 Napa, CA 94559	Dana Shigley City Manager City of American Canyon 4381 Broadway, Suite 201 American Canyon, CA 94503

<u>DISTRICT</u>	
Richard Thomasser Operations Manager Napa County Flood Control and Water Conservation District 804 First Street Napa, CA 94559	Jacques LaRochelle Public Works Director City of Napa Department of Public Works P.O. Box 660 Napa, CA 94559
<u>TOWN</u>	
Joe Tagliaboschi Director of Public Works Town of Yountville Town Hall 6550 Yount Street Yountville, CA 94599-1271	Steve Palmer Public Works Director/City Engineer City of St. Helena Department of Public Works 1480 Main Street St. Helena, CA 94574
	Michael Kirn Public Works Director/City Engineer City of Calistoga 414 Washington Street Calistoga, CA 94515

10. Independent Entities.

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code section 6500 *et seq.*, DISTRICT, CITIES, TOWN and COUNTY are independent entities, and DISTRICT, CITIES, TOWN and COUNTY and the respective officers, agents and employees of DISTRICT, CITIES, TOWN and COUNTY are not, and shall not be deemed, employees of the other Parties for any purpose including but not limited to worker’s compensation and employee benefits.

11. Privileges, Immunities and other Benefits.

In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, worker’s compensation, and other benefits that apply to the activity of the trustees, officers, employees or agents of the Parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

12. Interpretation; Venue.

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of

Napa, a unified court. The venue for any legal action in federal court filed by a Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate a Party to submit to mediation or arbitration any dispute arising under this Agreement.

13. **Authority to Contract.** Each Party warrants hereby that it is legally permitted and otherwise has the authority to enter into and perform pursuant to this Agreement.

14. **Conflict of Interest.** Each Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Each Party further covenants that in the performance of its services pursuant to this Agreement, no person having any such interest shall be employed.

15. **Non-Solicitation of Employees.** Except with the written permission of the other affected Parties, each Party agrees not to solicit for employment the employees of the other Parties who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement. Nothing in this paragraph shall preclude any Party from publishing or otherwise distributing applications and information regarding the Party's job openings where such publication or distribution is directed to the general public.

16. **Mutual Agreement to Terminate Prior Joint Powers Agreement.** By executing this Agreement, the Parties hereby terminate their prior Joint Powers Agreement entitled "Agreement to Fund and Administer the Napa County Stormwater Management Program" (the "2014 Joint Powers Agreement"), approved by the Parties and which became effective on July 1, 2014 (Napa County Flood Control and Water Conservation District Agreement No. 450(FC), County of Napa Agreement No. 8178, City of Napa Agreement No. C2014160, City of St. Helena Agreement No. 2014-36, City of Calistoga Agreement No. 581, City of American Canyon Agreement No. 2014-146, Town of Yountville Agreement No. 2014-421). Notwithstanding the termination of the 2014 Joint Powers Agreement, the obligations of the Parties under Paragraphs 5 (Insurance) and 6 (Indemnification) of 2014 Joint Powers Agreement shall continue in full force and effect after said termination in relation to acts or omissions occurring prior to this termination of the 2014 Joint Powers Agreement.

17. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third Parties and the Parties do not intend to create such third-party rights.

18. **Attorney's Fees.** In the event that a Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

19. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision

shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

21. **Execution by Counterparts.** This Agreement may be executed on behalf of the respective Parties in one or more counterparts all of which collectively shall constitute one document and agreement.

[Signature Pages Follows]

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY

By: _____
DIANE DILLON, Chair of the
Board of Supervisors
"COUNTY"

ATTEST: GLADYS I. COIL
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

County Counsel

By: _____
Date: _____

CITY OF NAPA

By: _____
JILL TECHEL, Mayor
"CITY"

ATTEST: DOROTHY ROBERTS
City Clerk

By: _____

COUNTERSIGNED:
DESIREE BRUN, City Auditor

By: _____

APPROVED AS TO FORM:
MICHAEL BARRETT, City Attorney

By: _____

CITY OF ST. HELENA

By: _____
ALAN GALBRAITH, Mayor
"CITY"

ATTEST: CINDY BLACK
Interim City Clerk

By: _____

APPROVED AS TO FORM:
THOMAS B. BROWN,
City Attorney

By: _____

CITY OF CALISTOGA

By: _____
CHRIS CANNING, Mayor
"CITY"

ATTEST: KATHY FLAMSON,
City Clerk

By: _____

APPROVED AS TO FORM:
MICHELLE KENYON,
City Attorney

By: _____

CITY OF AMERICAN CANYON

By: _____
LEON GARCIA, Mayor
"CITY"

ATTEST: TARESA MURPHY
Interim Deputy City Clerk

By: _____

APPROVED AS TO FORM:
WILLIAM D. ROSS,
City Attorney

By: _____

TOWN OF YOUNTVILLE

By: _____
JOHN F. DUNBAR, Mayor
"TOWN"

ATTEST: MICHELLE DAHME,
Town Clerk

By: _____

APPROVED AS TO FORM:
MICHAEL COBDEN, Town Attorney

By: _____

NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, as
special district of the State of California

By: _____
BRAD WAGENKNECHT,
Chairperson of the Board of Directors
“DISTRICT”

ATTEST: GLADYS I COIL
Secretary of the District Board

By: _____

APPROVED AS TO FORM:
Counsel for Napa County Flood Control and
Water Conservation District

By: Robert C. Martin (By E-Sign.)
Date: July 27, 2015

APPROVED BY THE NAPA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

Date: _____
Processed by:

Deputy Secretary of the District Board

EXHIBIT A

Napa Countywide Stormwater Pollution Prevention Program

ADMINISTRATION, PLANNING, AND FUNDING

Napa Countywide Stormwater Pollution Prevention Program (NCSPPP) refers to the Countywide and Local Programs implemented by Napa County; Cities of American Canyon, Napa, Calistoga and St. Helena; and the Town of Yountville (collectively, the “NCSPPP Agencies” or “NCSPPP Agency”). Each NCSPPP Agency is implementing a Local Program and contributes financial and in-kind support to the Countywide Program. The NCSPPP Agencies use an existing institutional arrangement, the Napa County Flood Control and Water Conservation District (“DISTRICT”), to make decisions regarding the Countywide Program. NCSPPP Agencies have entered into a Joint Powers Agreement (JPA) to fund the Countywide Program based on the NCSPPP Agency’s population size/assessed value.

COUNTYWIDE PROGRAM

Program Administration

The DISTRICT will be the lead agency responsible for administering the NCSPPP. Administrative duties include fostering continued implementation of the permit-required stormwater management plan (SMP), annual reports provided by the Parties, coordinating meetings with local programs, and managing the financing of NCSPPP activities and contracts with outside agencies and organizations.

DISTRICT Staffing

The DISTRICT has a Stormwater Program Manager on staff to administer and coordinate the Countywide Program. The Stormwater Program Manager will also implement many Countywide Program activities.

DISTRICT Staff Duties

Specific administrative and planning functions of the Countywide Program are more particularly described in Exhibit C and include the following:

- Act as General MS4 permit implementation lead for countywide activities.

- Coordinate with other city, county, regional, and state agencies to stay abreast of stormwater technology and the development of stormwater regulations. Examples include the San Francisco Regional Water Board, California State Water Resource Control Board, Bay Area Stormwater Management Agencies Association, and the California Association of Stormwater Quality Agencies. Develop Implementation Plan annually consisting of permit compliance plans and projects for consideration and approval by cities.
- Implement Countywide Program measurable goals.
- Coordinate with Local Programs through the Management Committee. The Management Committee includes representatives from all NCSPPP Agencies who meet monthly to discuss common issues and identify solutions.
- Coordinate meetings between Local Program and Regional Water Board staff.
- Compile and organize the Annual Report.

Municipal Stormwater Coordinator Staff Duties

Specific roles and responsibilities of individual municipal Stormwater Coordinators are more particularly described in Exhibit C and include the following:

- Act as General MS4 permit implementation lead for municipal activities.
- Act as primary point of contact between municipality and the Stormwater Program Manager on stormwater-related matters.
- Be knowledgeable of the functions and activities of any and all municipal departments whose activities affect stormwater. Determine how the General MS4 permit will affect those departments and initiate and foster communication with departments in order to comply with permit requirements.
- Participate in monthly Management Committee meetings and cast votes on behalf of their respective municipality on action items.

Countywide Program Structure

The Countywide Program shall be responsible for facilitating compliance with the General MS4 Permit requirements on the countywide level as more particularly described in Exhibit A-1.

CITIES, TOWN, and COUNTY shall be responsible for implementing those tasks specifically required of them to comply with the General MS4 Permit requirements on the local level as more particularly described in Exhibit A-1.

Exhibit A-1

**NCSPPP Implementation Plan for Fiscal Year 2015/2018, dated, December 10, 2014
(attached hereto)**

EXHIBIT B

COST REIMBURSEMENT

CATEGORY 1 PROGRAM ADMINISTRATION COSTS

WATERSHED ASSESSMENT COST-SHARE DISTRICT shall contribute 50% of the actual costs of Category 1, Program Administration costs, from its Maintenance and Watershed Programs Project No. 96-1 fund. The City of American Canyon will in turn contribute 7.57% of the DISTRICT contribution to compensate for its share of assessments not collected for Maintenance and Watershed Programs Project No. 96-1. American Canyon's share toward the assessment fund is based upon its percentage of Benefit Assessment Units (BAUs) in Napa County.

COST-SHARE FOR REMAINING BALANCE

CITIES, TOWN, and COUNTY shall each reimburse DISTRICT an equal share of the remaining Category 1, Program Administration, costs for DISTRICT'S administration of the NCSPPP based upon the following formula:

Cost Share = (Total Category 1 items – Total Share of Assessment Fund)/6.

CATEGORY 2 PROPORTIONAL PERMIT IMPLEMENTATION ACTIVITIES

CITIES, TOWN, and COUNTY shall each reimburse DISTRICT for a proportional percentage of the Category 2, Permit Implementation Activities, costs for DISTRICT'S administration of the NCSPPP based upon the following formula:

Cost share = (Total Cost of Category 2 Items)(Combined % population and BAU).

CATEGORY 3 OPTIONAL SERVICES

CITIES, TOWN, and COUNTY shall each reimburse DISTRICT for the actual costs of the Category 3, Optional Permit Implementation Services expressly requested in writing by a Party. Due to the unpredictable nature of outfall sampling and other permit provisions, actual costs of Category 3 items may be more or less than the figures shown in the table "Cost Share Toward Remaining Balance".

EXHIBIT C

ROLES AND RESPONSIBILITIES FOR STORMWATER PROGRAM MANAGER AND MUNICIPAL STORMWATER COORDINATORS

Stormwater Program Manager (SPM)

Overarching Roles:

- **Collaboration Lead** – Collaboration at the local, regional and statewide scales is the primary means municipalities have to save time and money implementing the General MS4 permit (permit). Collaboration involves working with NCSPPP permittees and stormwater agencies around the state to jointly implement certain permit provisions and leverage work of others to streamline and simplify permit implementation for municipalities. Collaboration requires one central person to act as liaison between the internal organization (municipal stormwater coordinators, Public Works’ Directors and staff) and external organizations (BASMAA and CASQA). The SPM fills this role and serves as the hub through which information from outside the NCSPPP is filtered, condensed and disseminated to the internal organization.
- **Permit Implementation Lead for Countywide Activities** – SPM lays out a roadmap for implementation of the General MS4 permit with input and guidance from municipal stormwater coordinators. The roadmap consists of specific plans and projects designed to achieve compliance with the General MS4 permit. Municipal stormwater coordinators are in turn responsible for implementing items identified in the roadmap and for compliance on an internal municipal level. SPM will provide guidance and assistance as requested to meet this objective.
- **Permit Interpreter** – despite prescriptive nature of the new permit there remain many places where the requirements are unclear. This requires frequent, detailed communication between SPM and Water Board staff to translate written permit requirements into actionable items for permittees.

Specific Responsibilities:

- Develop and manage the Joint Powers Agreement including a scope of work describing tasks to be performed at a countywide level by the NCSPPP program vs. tasks to be performed on individual municipal level
- Develop and manage annual budgets and multi-year budget forecasts for work performed at the NCSPPP level

- Develop supporting scopes of work for activities performed at the countywide level by the NCSPPP
- Develop Implementation Plan (aka roadmap) consisting of permit compliance plans and projects for consideration and approval by cities
- Develop contracts for activities performed at the countywide level by outside contractors and consultants. Oversee contractors; facilitate review of deliverables by permittees; approve final deliverables; review and approve invoices
- Track NCSPPP expenditures throughout the year and provide mid-year and end of year actual expenditures' accounting
- Facilitate communication within the NCSPPP
- Facilitate NCSPPP meetings (Management Committee, Municipal Operations/New Development Focus Teams), prepare agendas and minutes
- Assist with preparation of Annual Reports and transmit to Water Board
- Coordinate responses to comments from Water Board
- Attend hearings on Water Board issues affecting permittees, e.g. State Water Board Trash Policy. Prepare and deliver written and oral testimony and prepare comment letters on behalf of the NCSPPP
- Negotiate permit requirements such as TMDLs
- Website maintenance and upkeep
- On-call consultant for individual municipal stormwater issues, e.g. construction site inspections, Water Board consultations and audits, as requested by municipal stormwater coordinators
- Make presentations to municipal city councils, as requested by municipal stormwater coordinators

BASMAA - Bay Area Stormwater Management Agencies Association
 CASQA – California Stormwater Quality Association

Municipal Stormwater Coordinator Roles and Responsibilities

Overarching Role:

- **Permit Implementation Lead for Municipal Activities** – Municipal stormwater coordinators are responsible for implementation of the General MS4 permit (permit) on an internal municipal level. NCSPPP Stormwater Program Manager will provide guidance and assistance to meet this objective.

Specific Responsibilities:

- Act as primary point of contact between the municipality and the NCSPPP on stormwater- related matters

- Be knowledgeable of the functions and activities of any and all municipal departments whose activities affect stormwater. Determine how regulations in the permit will affect different municipal departments. Initiate and foster communication with those departments in order to determine a means by which compliance with permit requirements can be achieved.
- Implement requirements in the existing Stormwater Management Plan (SWMP) and Implementation Plan.
- Participate in monthly NCSPPP Management Committee and Municipal Operations/New Development Focus Team meetings. Collaborate with the Stormwater Program Manager towards the development and implementation of plans and projects that address stormwater permit requirements in order to comply with the permit.
- Facilitate and ensure municipal implementation of plans and projects developed at the countywide level by the NCSPPP. For example, the NCSPPP will develop a Spill Response Plan (SRP) with input from the stormwater coordinators. Once complete, stormwater coordinators will ensure all affected parties within the city are aware of and follow the SRP.
- Be prepared to cast votes on behalf of their municipality on action items on the Management Committee agenda. For any particular item the Coordinator does not feel comfortable casting a vote, pro-actively seek the approval from appropriate personnel that can act on behalf of the city.
- For any items requiring approval of city council (e.g., Program Agreements), develop supporting staff reports and ensure that items are placed on council agendas in a timely fashion.
- Disseminate information (e.g., training or workshop announcements) and materials (e.g., BMP brochures) developed at the countywide level to any and all affected departments within the city.