

3A Sample Memorandum of Understanding

AGREEMENT

PROVIDING FOR IMPLEMENTATION OF THE
ALAMEDA COUNTY URBAN RUNOFF CLEAN WATER PROGRAM

THIS AGREEMENT is made and entered into this day of ,
1991 by and between the following undersigned public agencies, all
which are referred to collectively as the Parties.

THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a local public agency of the State of California;
Zone 7 of ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT, a local public agency of the State of California;
COUNTY OF ALAMEDA, a subdivision of the State of California;
CITY OF ALAMEDA, a municipal corporation of the State of California;
CITY OF ALBANY, a municipal corporation of the State of California;
CITY OF BERKELEY, a municipal corporation of the State of California;
CITY OF DUBLIN, a municipal corporation of the State of California;
CITY OF EMERYVILLE, a municipal corporation of the State of
California;
CITY OF FREMONT, a municipal corporation of the State of California;
CITY OF HAYWARD, a municipal corporation of the State of California;
CITY OF LIVERMORE, a municipal corporation of the State of California;
CITY OF NEWARK, a municipal corporation of the State of California;
CITY OF OAKLAND, a municipal corporation of the State of California;
CITY OF PIEDMONT, a municipal corporation of the State of California;

CITY OF PLEASANTON, a municipal corporation of the State of California;

CITY OF SAN LEANDRO, a municipal corporation of the State of California;

and CITY OF UNION CITY, a municipal corporation of the State of California.

RECITALS

A. The 1986 Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan), adopted by the Regional Water Quality Control Board in implementation of the Federal Clean Water Act, requires that the PARTIES develop a Program to control the discharge of pollutants from urban runoff.

B. In furtherance of their responsibilities pursuant to the Basin Plan, the PARTIES have previously entered into a series of agreements to jointly fund the cost of preparing an action plan to evaluate nonpoint source pollutants, monitor identified pollutants and develop control measures to mitigate or reduce nonpoint sources of pollutants. Collectively, the measures undertaken pursuant to the previous agreements and anticipated to continue pursuant to this Agreement, are known as the Alameda County Urban Runoff Clean Water Program (hereinafter "Program"). The Program contains certain elements which provide a general benefit to the parties (such as monitoring, public education, program administration, etc.), and these elements of joint responsibility among the parties are termed the "General Program". In addition, the Program contains other elements

which are an individual Party responsibility and which provide individual benefits (such as construction site controls, catch basin cleaning, and illicit and illegal connection inspections, monitoring and enforcement), and these elements are termed the "Individual Programs". A description of the General and Individual Programs' elements, major tasks, schedules, and budgets will be developed as part of the "Work Plan for Cities in Alameda County, Alameda County, and the Alameda County Flood Control and Water Conservation District to file for a NPDES Permit" dated August 24, 1990.

C. The previous Agreements that have been executed are the following: The November 10, 1987 "Agreement Regarding Evaluation of Non-Point Source of Water Pollution" and the October 17, 1989 "Agreement Regarding Implementation of Nonpoint Source Control Evaluation Program". In addition there is a pending agreement titled "Agreement Regarding Development of a Proposed Alameda County Nonpoint Source Control Management Plan" which will provide funding through June 1991 for implementation of the August 24, 1990 work plan.

D. The PARTIES desire to continue the Program and to enter into this Agreement for the purpose of ensuring continued participation, in terms of cost and administrative responsibilities.

E. This Agreement does not amend or supersede any prior agreement among the PARTIES regarding the Program, but is to be read as in accord with and implementation thereof.

F. The Alameda County Flood Control and Water Conservation District (District) is a local public agency of the State of California duly organized and existing and empowered to conserve water and to provide maintenance and flood control management of the water courses and has the authority to control the discharge of surface waters to its facilities. The County of Alameda and all of the cities therein are subdivisions of the State with authority to control the discharge of surface waters from their respective jurisdictions.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. A Management Committee is hereby created to provide overall program direction, review and recommend an annual budget for approval by the PARTIES, and budget oversight, all in accordance with the Alameda County Urban Runoff Clean Water Program. Management Committee members, and their alternates, shall be appointed by the City Manager or the equivalent of the respective Parties and a confirming letter sent to the authorized representative of the District. The Management Committee shall adopt bylaws for its governance.

(a) Each Party to this agreement is allocated the number (or fraction thereof) of votes shown in Exhibit A. This allocation of voting strength is based on the formulas stated in Exhibit B to the Agreement.

(b) A quorum for the conduct of business by the Management Committee shall be a majority of the voting Parties to the Agreement. The voting strength allocated to a Party shall not be considered in the determination of a quorum.

(c) Approval of actions by the Management Committee shall require a two-thirds affirmative vote of all allocated votes as shown in Exhibit A.

No action shall be taken by the District which requires expenditures by any party other than the District without prior Management Committee approval.

2. Pursuant to direction of the Management Committee, the District shall administer and coordinate the Program, which duties include but are not limited to:

- (a) Applying on behalf of the PARTIES to become co-applicants for a National Pollutant Discharge Elimination System (NPDES) permit;
- (b) Preparing draft annual budget and, periodic status reports on Program activities and expenditure and distributing same to PARTIES at least quarterly;
- (c) Consolidating and submitting reports prepared by the several PARTIES required by the NPDES permit;
- (d) Letting and administering approved consultant contracts according to District policies and procedures and considering other members' requirements. All consultant contracts will contain hold harmless and indemnity provisions and insurance requirements for the benefit of all PARTIES;
- (e) Conducting audits of consultant contracts in accordance with District policies and procedures;

- (f) Maintaining knowledge of and advising the PARTIES regarding current and proposed state and federal policies, regulations and programs that impact nonpoint source pollutant control programs; assisting the PARTIES in development and presentation of positions on these issues before local, State and Federal agencies;
- (g) Preparing an annual report on the implementation of the Program;
- (h) Representing the PARTIES in participation in the Bay Area Stormwater Management Agencies Association; and
- (i) Formally advising the appropriate State and Federal agencies of termination or amendment of this Agreement.

3. The PARTIES accept and agree to perform the following duties:

- (a) Each will authorize a representative to apply for an NPDES permit as co-applicants with the other Parties;
- (b) Each will fully comply with the NPDES permit conditions applicable to its Individual Program and its identified portion of the General Program;
- (c) Each will select a representative and an alternate to participate in Management Committee meetings and other required meetings of the PARTIES;
- (d) Each will fund and implement its own Individual Program, and will fund and implement its share of the General Program. The District intends to provide funding to support new and expanded activities required by the

General and Individual Programs for Cities located in District zones with Benefit Assessment Programs. Such funding will be provided to the extent that it is available and with the concurrence of the applicable City if it results in deferring flood control projects.

(e) Each will provide agreed upon reports (certified under penalty of perjury) to the District on compliance with applicable provisions of the NPDES permit and program implementation.

4. A proper accounting of funds and reports of all receipts and disbursements shall be made, including funds disbursed to individual parties for implementation of permit programs. Upon completion of the purposes of this Agreement, any surplus money on hand shall be returned in proportion to the contributions made. In the event a Party terminates this Agreement, any unexpended portion of its share of cost funds shall be returned to it.

5. By agreement of the PARTIES, budget allocations for the General Program shall be made according to a formula which for the municipalities allocates proportional shares based on a 50 percent weight given to the area and a 50 percent weight given to the population within each municipalities' jurisdiction (excluding open water and wetland areas of San Francisco Bay). The attached Exhibit B provides a copy of the formulas which are used to allocate costs. Each Parties' share of the General Program's costs for fiscal year 1991/92 will be according to the percentages provided in Exhibit A.

Cost shares will be recalculated based on updated information on population and area using the formulas in Exhibit B for fiscal year 1992/93 and at appropriate future intervals as specified in the bylaws. The budget allocation for the Individual Programs shall be made directly by the individual responsible parties.

6. This Agreement shall have a term of six (6) years from the first day of April 1991, subject to automatic renewal for a five (5) year period in the absence of objection thereto made in writing by any Party 90 days in advance of the renewal date. The participation of any Party to this Agreement may be terminated by a two-thirds affirmative vote of all allocated votes in any year in which the funds necessary for its continued involvement are not appropriated by its legislative body.

7. The PARTIES shall retain the ability to individually (or collectively) request permit modifications and initiate permit appeals for permit provisions to the extent that a provision affects an individual party or group of PARTIES.

8. This agreement may be amended from time to time by written agreement of the Parties' governing bodies representing two-thirds or more of all allocated votes as shown in Exhibit A.

9. Participation in this Agreement may be terminated by any Party for any reason after the Party complies with all of the conditions of termination. The conditions of termination include the

following: the Party shall notify all of the other Parties to the Agreement 90 days prior to its termination in the Agreement, the Party shall obtain its own NPDES permit for urban runoff, and the Party shall have its name deleted as a co-permittee of the Parties' NPDES permit through an amendment of the Parties' NPDES permit. Any expenses associated with terminating the Agreement including but not limited to filing for and obtaining the individual NPDES permit and the amendment of the Parties' NPDES permit will be solely the responsibility of the Party terminating its participation in the Agreement.

10. It is understood and agreed that, pursuant to Government Code 895.4, each Party ("indemnitor") shall, to the extent permitted by law, defend, indemnify and save harmless every other Party, and its officers and employees from all claims, suits or actions of every name, kind and description resulting from indemnitor's performance of this Agreement, excluding any injuries, death, damage or liability resulting from the negligence or willful misconduct of the other Parties or their officers or employees.

EXHIBIT A

ALAMEDA COUNTY URBAN RUNOFF CLEAN WATER PROGRAM
MANAGEMENT COMMITTEE

| | Voting and General Program Cost <u>Share Percentages</u> |
|---|--|
| • Alameda | 4.96 |
| • Alameda County | 9.28 |
| • Alameda County Flood Control and Water Conservation District | 0.00 |
| • Zone 7 of Alameda County Flood Control and Water Conservation District | 0.00 |
| • Albany | 0.80 |
| • Berkeley | 6.22 |
| • Dublin | 2.34 |
| • Emeryville | 0.40 |
| • Fremont | 17.04 |
| • Hayward | 11.52 |
| • Livermore | 5.40 |
| • Newark | 3.04 |
| • Oakland | 23.80 |
| • Piedmont | 0.76 |
| • Pleasanton | 4.46 |
| • San Leandro | 4.84 |
| • Union City | <u>5.14</u> |
| Total | 100.00 |

EXHIBIT B


FORMULAS FOR CALCULATING PERCENTAGE CONTRIBUTIONS
TO SUPPORT GENERAL PROGRAM

$$\text{Alameda County Percentage Share} = \frac{\text{Population within Alameda County Unincorporated Areas}}{\text{Total Population Within Alameda County}} \times 100\%$$

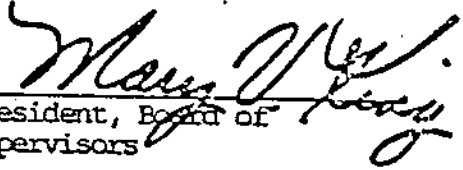
$$\text{Each Municipality's Percentage Share} = (100 - \text{Alameda Co. Share}) \times \frac{0.5 (\text{Area within Municipality}) + (\text{Total Area of All Municipalities})}{0.5 (\text{Population within Municipality}) + (\text{Total Population of All Municipalities})}$$

ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT, a local public
agency of the State of
California

APPROVED AS TO FORM:

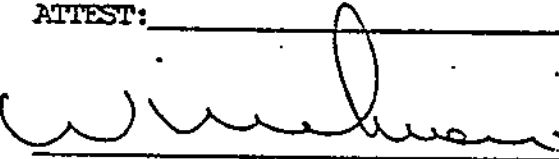


County Counsel

By: 

President, Board of
Supervisors

ATTEST: _____



William Mehrwein, Clerk
The Board of Supervisors, Alameda
County Flood Control and Water
Conservation District

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the Alameda County Flood Control and Water Conservation District by a majority vote of the Board on MAY 14 1991; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Dated: MAY 14 1991

WILLIAM MEHRWEIN, Clerk, Board of Supervisors
Alameda County Flood Control and Water
Conservation District, State of California

By: 

Deputy

AGREEMENT

**PROVIDING FOR IMPLEMENTATION OF
THE SANTA CLARA VALLEY URBAN RUNOFF
POLLUTION PREVENTION PROGRAM**

THIS AGREEMENT, is made and entered into this _____ day of _____ 1998 by and between the

SANTA CLARA VALLEY WATER DISTRICT (District), a local public agency of the State of California; COUNTY OF SANTA CLARA, a subdivision of the State of California; CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; and CITY OF SUNNYVALE, a municipal corporation of the State of California.

All of the previous above-mentioned entities are hereinafter collectively referred to as "PARTIES" or individually as "PARTY."

SECTION I**RECITALS:**

- A. The 1986 Water Quality Control Plan for the San Francisco Bay (Basin Plan), adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, in implementation of the Federal Clean Water Act, required that PARTIES develop a program to control pollution from urban runoff, or nonpoint sources of water pollution in the Santa Clara Valley.
- B. In furtherance of their responsibilities pursuant to the Basin Plan, the PARTIES have previously entered into a series of agreements to jointly fund the cost of preparing an action plan to evaluate nonpoint source pollutants, monitor identified pollutants, and develop control measures to mitigate or reduce nonpoint source pollution. Collectively, the measures undertaken pursuant to the previous agreements and anticipated to continue pursuant to this Agreement, were known as the Santa Clara Valley Nonpoint Source Pollution Control Program and upon execution of this agreement henceforth shall be known as the Santa Clara Valley Urban Runoff Pollution Prevention Program (hereinafter called "Program").
- C. Congress in 1987 added Section 402(p) to the Federal Clean Water Act (CWA) (33 U.S.C. Section 1342(p)), which requires certain municipalities and industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of stormwater to navigable waters. NPDES permits are also required under Section 402(p) for any stormwater discharge which EPA or a State has determined contributes to a violation of a water quality standard or is a significant contributor of pollutants to surface waters.

- D. Section 402(p) further required the Federal Environmental Protection Agency (EPA) to promulgate regulations for initial NPDES permit applications for stormwater discharges. The EPA promulgated such regulations in November 1990.
- E. The EPA has delegated authority to the California State Water Resources Control Board to administer the NPDES permit process within California and, in turn, the California Regional Water Quality Control Board - San Francisco Bay Region (RWQCB-SFBR) to administer the NPDES permit process within the region.
- F. Pursuant to Section 402(p) of the CWA and EPA regulations, the RWQCB-SFBR adopted the following orders further defining the program that the PARTIES are to develop and implement:
1. Order No. 90-094 (NPDES Permit No. CA0029718); adopted June 20, 1990
 2. Order No. 92-021 Amendment to Order 90-094; adopted February 19, 1992
 3. Order No. 93-164 (further addressing Order 90-094); adopted December 15, 1993
 4. Order No 95-180 (NPDES Permit No. CAS029718); adopted August 23, 1995
(which rescinds and supersedes Orders No. 90-094, 92-021 and 93-164)
- G. In and for the mutual interest of the PARTIES, the PARTIES wish to continue the Program by entering into this Agreement for the purpose of ensuring continued participation, in terms of cost and administrative responsibilities.
- H. The District is a local public agency of the State of California duly organized and existing and empowered to provide maintenance and flood control management of the streams and to manage the discharge of storm waters in certain surface streams, reservoirs, or conduits within the area of the County of Santa Clara. The County of Santa Clara and all of the other PARTIES therein are subdivisions of the State of California with limited authority to regulate the discharge of certain storm waters within and from their respective jurisdictions.
- I. The RWQCB-SFBR is conducting a Watershed Management Initiative (WMI) in Santa Clara County. The Program is required, as part of its NPDES permit, to develop and implement a Watershed Management Measures Strategy. The Urban Runoff Management Plan of the Program contains the Program's Watershed Management Measures Strategy. This strategy, consistent with the NPDES permit, coordinates Program activities with the WMI to develop and implement cost-effective approaches to address specific urban runoff pollution problems. The Program, through a continuous improvement process, annually reviews the strategy.

SECTION II

NOW, THEREFORE, THE PARTIES HERETO FURTHER AGREE, AS FOLLOWS

- A. The Santa Clara Valley Nonpoint Source Pollution Control Program is hereby continued as the Santa Clara Valley Urban Runoff Pollution Prevention Program to fulfill the requirements of NPDES Permit No. CAS029718 or subsequent NPDES permit(s); (hereinafter referred to as "NPDES Permit").
- B. A Management Committee is hereby reconfirmed to provide for overall Program coordination, review, and budget oversight, in accordance with the NPDES Permit. The Management Committee membership is comprised of one representative from each agency shown on Exhibit A hereto.
- C. The Management Committee shall, as necessary, adopt Bylaws for its governance and further definition of the Program or assignment of duties.

- D. The PARTIES shall pay a yearly assessment into a fund established for Program operations for their assigned portion of the Program budget. The amount of the Program budget that each PARTY shall pay shall be in the proportions shown in the schedule marked Exhibit B hereto. The Management Committee may re-evaluate and modify the proportion of the annual Program contribution that each PARTY shall pay. This cost-share allocation re-evaluation may be conducted periodically, as deemed necessary, by the members of the Management Committee in accordance with a process set forth in the Bylaws (Section 400.2).
- E. The Management Committee shall select an agency or PARTY to act as fiscal agent for Program Management. The Fiscal Agent shall be the treasurer of the Program Fund. The Fiscal Agent, in accordance with generally accepted accounting procedures, shall keep the Program Fund segregated from other funds, credit the Program Fund with its appropriate interest income earned in each fiscal year, and shall not expend any funds except in accordance with the annual budget approved by the Management Committee or as otherwise directed by the Management Committee. The Management Committee, through its Bylaws, may establish procedures for tracking, accounting for, and auditing the Program Fund. The Fiscal Agent, at its discretion, may be reimbursed, from the Program Fund, for costs incurred while providing services as treasurer.
- F. The Management Committee shall select an agent or PARTY to act as contracting agent for the Program. The Contracting Agent shall be a legal government entity capable of executing contracts with consultants or contractors. The Management Committee shall be responsible for selecting the consultant or contractor in a manner acceptable to the Contracting Agent and for providing the Contracting Agent with the scope of work for the contract. The Contracting Agent shall act in a reasonable amount of time to execute the contract. A copy of the executed contract shall be sent to the Management Committee Chairperson, the Program Manager and any co-permittee upon request. The Contracting Agent at its discretion, and with Management Committee approval, may be reimbursed, from Program funds, for the cost incurred while providing the services noted herein.
- G. The Management Committee shall select a consultant or PARTY to act as Program Manager for the Program. The Program Manager shall be responsible for Program Management and Administration, Permit Management, and Technical Program Management all in accordance with the PARTIES' NPDES Permit, this Agreement, Program Bylaws, and as directed by the Management Committee in the best interest of the PARTIES as a whole and individually. The Program Manager shall be reimbursed, from Program funds, for the cost incurred while providing the services noted herein.
- H. The Management Committee shall select a consultant or PARTY to act as legal agent for the Program. The legal agent is responsible for providing legal advice to the Management Committee on all matters affecting compliance with NPDES permits for the Program.
- I. In addition to the participation in the Management Committee, the PARTIES accept and agree to perform the following duties:
1. Each will comply with the NPDES Permit conditions set forth in its Community-Specific plan;
 2. Each will participate in Management Committee meetings and other required meetings of the PARTIES;
 3. Each will implement its Community-Specific program; and
 4. Each will provide agreed upon reports to the Program for purposes of reporting, on a joint basis, compliance with applicable provisions of the NPDES Permit and Program implementation.

- J. The term of this Agreement shall commence on the date the last duly authorized representative of the PARTIES executes it.
- K. Any PARTY may terminate its participation in this Agreement in any year by giving the Chair of the Management Committee a 30 day written notice. The terminating PARTY will bear the full responsibility for its compliance with the NPDES Permit commencing on the date it terminates its participation. Termination shall constitute forfeiture of all of the terminating PARTY's share of the Program budget, as described in Section F., for the fiscal year that the termination occurred (both paid and obligated but unpaid amounts) and all previous fiscal years. The cost allocations for the remaining PARTIES shall be recalculated for the following fiscal year pursuant to Section II. D.
- L. This Agreement does not restrict the PARTIES from the ability to individually (or collectively) request NPDES Permit modifications and/or initiate NPDES Permit appeals for permit provisions to the extent that a provision affects an individual party (or group of PARTIES); however, any such PARTY (or PARTIES) shall make reasonable efforts to provide advance notice of their action to the other PARTIES and allow them to comment upon or join in their action before proceeding.
- M. This Agreement supersedes any prior agreement among all the PARTIES regarding the Program, but does not supersede any other individual agreements between any of the PARTIES.
- N. This Agreement may be amended by unanimous written agreement of the PARTIES. All PARTIES agree to bring any amendment to this agreement to their Council or Board, as applicable, within three (3) months following acceptance by the Management Committee.
- O. This Agreement shall have a term of five (5) years subject to automatic renewal for a like period in the absence of objection thereto made in writing by any party 90 days in advance of the renewal date.
- P. This Agreement may be executed and delivered in any number of copies ("counterpart") by the PARTIES, including by means of facsimile. When each PARTY has signed and delivered at least one counterpart to the Program, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first above written.

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SANTA CLARA VALLEY WATER DISTRICT, a body corporate and politic of the State of California

Date: _____

By: _____
Chair, Board of Directors

Date: _____

By: _____
General Manager

APPROVED AS TO FORM:

Date: _____

By: _____
General Counsel

ATTEST:

Date: _____

By: _____

EXHIBIT A

**SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM
MANAGEMENT COMMITTEE**

- Campbell
- Cupertino
- Los Altos
- Los Altos Hills
- Los Gatos
- Milpitas
- Monte Sereno
- Mountain View
- Palo Alto
- San Jose
- Santa Clara
- Santa Clara County
- Santa Clara Valley Water District
- Saratoga
- Sunnyvale
- Regional Water Quality Control Board (ex-officio)

EXHIBIT B

**SANTA CLARA VALLEY NONPOINT SOURCE PROGRAM
SCHEDULE OF COST-SHARING PROPORTIONS**

| Jurisdiction | Proportional Share |
|---------------------------|---------------------------|
| Campbell | 1.88% |
| Cupertino | 2.46% |
| Los Altos | 1.59% |
| Los Altos Hills | 0.43% |
| Los Gatos | 1.74% |
| Milpitas | 2.75% |
| Monte Sereno | 0.14% |
| Mountain View | 3.91% |
| Palo Alto | 4.06% |
| Santa Clara | 6.23% |
| Saratoga | 1.59% |
| Sunnyvale | 7.25% |
| <u>Santa Clara County</u> | <u>5.94%</u> |
| Subtotal | 39.97% |
| San Jose | 30.01% |
| <u>District</u> | <u>30.02%</u> |
| TOTAL | 100.00% |

| | |
|--|--------------------------|
| Santa Clara Valley Urban Runoff Pollution Prevention Program Management Committee Agenda Item | AGENDA ITEM #: V.A.2. |
| | ACTION: Information Only |
| | DATE: February 19, 1998 |

SUBJECT: Information on Storm Water Program Funding Methods Used by San Mateo County and Alameda County

RECOMMENDED ACTION: None

DISCUSSION: The attached sheets provide information on the methods of funding used by the San Mateo Countywide Stormwater Pollution Prevention Program (STOPPP) and the Alameda Countywide Clean Water Program.

In San Mateo County, the Flood Control District is authorized by AB 2635 (1992) to impose a parcel tax to fund storm drainage programs such as STOPPP. In FY 97-98, the charge was \$3.44 per household. The participating municipalities must approve a resolution each year allowing these charges.

In Alameda County, the cost of the stormwater program is allocated based half on population and half on area within each municipality (the area of the County used in the formula represents the urbanized area only). The Alameda Flood Control and Water Conservation District pays Oakland and Emeryville's contributions as well as half of the County's contribution (a total of about 30%) because of historical benefit assessment collections.

Helms

SAMPLE

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____
RECOMMENDING THAT THE SAN MATEO COUNTY FLOOD CONTROL DISTRICT
IMPOSE CHARGES FOR FUNDING COUNTY-WIDE NATIONAL POLLUTION DISCHARGE
ELIMINATION SYSTEM (NPDES) GERNERAL PROGRAM**

WHEREAS, The Environmental Protection Agency, under amendments to the 1987 Federal Clean Water Act, imposed regulations that mandate local governments to control and reduce the amount of stormwater pollutant runoff into receiving waters.

WHEREAS, under the authority of California Porter-Cologne Water Quality Act, the State Water Resources Control Board has delegated authority to its regional boards to invoke permitting requirements upon counties and cities.

WHEREAS, in July 1991, the San Francisco Bay Regional Water Quality Control Board notified San Mateo County of the requirement to submit an NPDES Permit Application by November 30, 1992.

WHEREAS, in furtherance of the NPDES Permit Process, San Mateo County in conjunction with all incorporated cities in San Mateo County has prepared a Stormwater Management Plan which has a General Program as a fundamental component of the Management Plan.

WHEREAS, the Stormwater Management Plan has been submitted to the San Francisco Bay Regional Water Quality Control Board and the Management Plan has been approved by the Board and made part of the NPDES Waste Discharge Permit CA 0029921, issued September 13, 1993 and remaining in effect through June 30, 1998.

WHEREAS, the San Mateo County Flood Control District Act, as amended by the State Legislature in 1992 (Assembly Bill 2635), authorizes the San Mateo County Flood Control District to impose charges to fund storm drainage programs such as the NPDES Program: County-wide General Program charges for Fiscal Year 1997/98 as anticipated to be \$958,900 or; Single Family Resident: \$3.44/APN; Miscellaneous, Agricultural, Vacant and Condominium: \$1.72/APN; all other land uses a base rate of \$3.44/APN plus \$0.3127 per 1,000 additional square feet of parcel area.

WHEREAS, the City of _____ has held a hearing upon the proposal to fund the County-wide NPDES General Program through the San Mateo County Flood Control District; and City Council makes the below resolve following that hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of _____ that:

1. The City of _____ respectfully requests the San Mateo County Board of Supervisors, acting as the governing board of the San Mateo County Flood Control District, to impose those charges necessary to fund the County-wide NPDES General Program; and
2. The City Clerk is hereby directed to forward a copy of this Resolution to the San Mateo County Board of Supervisors.

I, _____, City Clerk of the City of _____, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the City Council held on the _____ day of _____, 1997 and was adopted thereafter by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

City Clerk

EXHIBIT B

FORMULAS FOR CALCULATING PERCENTAGE COST AND VOTING SHARES TO SUPPORT GENERAL PROGRAM

$$\text{Each Municipality's Percentage Cost Share} = \left[\frac{0.5 (\text{Area within Municipality})}{(\text{Total Area of All Municipalities})} + \frac{0.5 (\text{Population within Municipality})}{(\text{Total Population of All Municipalities})} \right] \times 100$$

If based on this calculation the share would be < 1.00, assign a value of 1.00% to the municipality and recalculate the other municipalities allocation based on the remaining unallocated percentage.

For Alameda County the population of the entire unincorporated portion of the county is used, but the area of the county used in the formula is 50.2 square miles.

The cost allocation percentage equals the voting share for each agency except as follows:

Alameda County's Voting Share = Calculated Cost Share - 1.00%

District's Voting Share = 1.00%