

**AN AGREEMENT
FOR COST SHARING FOR THE
SAN JOAQUIN VALLEY STORMWATER QUALITY PARTNERSHIP**

THIS AGREEMENT is entered into and effective this _____ day of _____ 20____ ("Effective Date"), by and between the undersigned public agencies, (all hereafter known individually as a "Partner" and collectively as "Partners").

A list of the Partners and their designated Agency Representative's contact information is provided in Attachment A, ("List of Partners and Contact Information").

RECITALS

WHEREAS, the State Water Resources Control Board (SWRCB) Municipal Storm Water Program manages National Pollutant Discharge Elimination System (NPDES) permits for the Phase I Permit Program (serving municipalities over 100,000 people) and the Phase II Permit Program (for municipalities less than 100,000); and,

WHEREAS, permittees under the SWRCB Municipal Storm Water Program have the option to contribute to a regional storm water program to collaborate on public outreach and education activities in order to meet their permit requirements and reduce their individual program costs and increase levels of service through cost sharing; and,

WHEREAS, in 2004, an agreement for Cost Sharing for the NPDES Permit Program Phase II was made and entered by and between San Joaquin County and the cities of Lathrop, Lodi, Manteca, Tracy and Ripon; and,

WHEREAS, in 2014, a Letter of Agreement for Regional Outreach and Education Collaborative Efforts was established among the Cities, Counties and Agencies that were collectively known as the San Joaquin Valley Stormwater Quality Partnership (SJVSWQP), which continues today by and between the Partners listed in Attachment A; and

WHEREAS, the Partners desire to enter in this cost sharing agreement ("Agreement") to continue the SJVSWQP's collaboration for public education and outreach activities, including establishing procedures for cost sharing, preparing an annual budget, collections of membership fees and program administration.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Partners agree as follows:

ARTICLE I: TERM OF AGREEMENT

This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article III, Section B of this Agreement.

ARTICLE II: COST SHARING

- A Tiered Pricing Determination. The permit type and population of the Partners as established by the California Department of Finance E-1 Population Estimates for Cities Counties and the State shall be annually used to establish pricing tiers and pro-rata cost sharing based on population. The annual tiered pricing determination and cost sharing allocation shall be determined using a form as shown in Attachment B ("Sample Shared Cost Allocation Determination").
- B Program Administration Costs. All costs for program administration and the SJVSWQP website maintenance shall be shared and incorporated in the annual budget and membership fees to be determined by the City of Tracy, designated as the Lead Agency for the SJVSWQP in accordance with Article IV, Sections B and D of this agreement ("Lead Agency"). In return for these services, the Lead Agency shall receive a reduction of its membership fees and additional compensation if needed for providing these services to be determined on a pro-rata basis.
- C Minimum and Maximum Annual Contributions. Each Partner's minimum annual contribution shall be determined based on population and permit type as set forth in Attachment C, ("Schedule for Tiered Pricing"), which also establishes the maximum cost contribution for each Partner authorized under this Agreement.
- D Shared Cost Items. All shared cost items for work associated with compliance with NPDES permits shall be agreed to by the Partners' prior to expenditures. It is acknowledged that not all Partners will have to share costs for all activities because some activities will not benefit all Partners equally or proportionally. All Shared Costs exceeding the minimum annual contributions shall be shared based on the proportional population of the participating Partners as determined by Article II Section A, unless otherwise agreed by the parties.
- E Typical items related to implementation of the Partners' respective storm water management program that may be eligible for cost sharing may include, but are not limited to:
- a) Consultant Services
 - b) Group Subscriptions
 - c) Special Programs or Events
 - d) Advertising
 - e) Printing
- F Each shared cost item shall be presented by the Lead Agency in a written proposal to all Partners with details including the following:
- a) A not to exceed or per item cost estimate
 - b) The cost share method (typically will be population based)

- c) A signature page for acceptance
- G Each Partner shall review and have the proposal signed by their authorized signatory. Each Partner reserves the right to accept or reject each proposal.
- H Invoicing. The Lead Agency will bill the participating Partners for the shared cost and provide the following information:
 - a) Original invoice for the shared costs
 - b) Copies of all relevant invoices from vendors or consultants
 - c) Copy of all contracts, proposals, agreements or other documents setting forth the conditions or specifications for the item of work, or product delivered.
- I All bills will be paid within 90 days of receipt unless a notice of dispute is filed with the billing party.
- J Disputed bills will be resolved between the Lead Agency and the disputing Agency representative or as designated by their authorized signatory.

ARTICLE III: AMENDMENT AND TERMINATION

- A Amendment. This Agreement may be amended from time to time as determined by majority vote and written agreement executed by all Partners.
- B Termination. This Agreement shall be in effect for as long as there is a desire to continue a regional outreach and collaborative effort through the SJVSWQP and its Partners. Any Partner may terminate their participation by giving sixty (60) days written notice to all other remaining Partners. Each Partner shall be responsible for its share of cost through the 60th day after issuance of the notice to the remaining Partners.
- C Additional Members. New agencies shall be allowed to join the SJVSWQP at any time without requiring an Amendment to this Agreement by majority vote and upon payment of membership fees and shared costs to be determined by the Lead Agency on a pro-rata basis. Exhibit A shall be updated and distributed to all Partners each time there is a change in membership.

ARTICLE IV: SJVSWQP GOVERNANCE

- A. Agency Representative. Each of the Partners shall appoint a representative to be their primary agency contact for the SJVWQP. A list of the Partners and their Agency Representative's contact information shall be maintained similar to the form provided in Attachment A ("List of Partners and Contact Information").
- B. Lead Agency. The City of Tracy shall serve as the designated Lead Agency for the program administration of the SJVSWQP, including website maintenance, preparation of the annual budget and membership fees,

invoicing for shared costs and membership fees, and other essential program administration services.

- C. SJVSWQP Coordination Meetings. SJVSWQP coordination meetings shall be periodically held on an as-needed basis as decided by majority vote among the Partners. A schedule for the place and time of the coordination meetings shall be prepared each year, with each of the Partners taking turns to serve as the meeting Coordinator, responsible for preparing the meeting agenda, minutes and hosting the meetings on a mutually agreed rotating basis.
- D. Strategic Planning Meeting. As the Lead Agency, the City of Tracy shall host an annual Strategic Planning Meeting each year in December to meet with the Partners and develop a list of goals, activities and tasks for the next calendar year. Based on the outcome of this meeting, the annual budget and calculation of membership fees to support the website maintenance and program administration shall be prepared and distributed for review and approval by the Partners at the next SJVSWQP coordination meeting.
- E. Quorum. A quorum shall consist of a simple majority of the Partners. Alternatively, the Coordinator may adjourn a meeting of the Committee to a specified time, date and place if there is less than a quorum of members present for a meeting.
- F. Voting Rights. Each of the Partners shall be entitled to one vote; provided, however that if a matter being decided by the SJVSWQP will have a disproportionate effect on the financial obligations of their agency, each Partner shall be entitled to request that they be allowed to first consult with their respective governing Council or Board.

ARTICLE V: GENERAL PROVISIONS

- A Indemnification. It is understood and agreed that, each Partner shall be responsible for their own actions and responsibilities under this agreement.
- B Notice. Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by electronic mail; or (c) personal delivery, as follows: (see Attachment A, List Of Partners and Contact Information).
- C Counterparts. This Agreement may be executed by the Partners in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.
- D Legal Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- E This Agreement shall be governed by the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Stockton, California. The Partners consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- F Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Partners that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.
- G Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Partners to this Agreement.
- H Construction and Interpretation. This Agreement has been arrived at through negotiation and each Partner has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Partner shall not apply in the construction or interpretation of this Agreement.
- I Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.
- J Third Partner Beneficiaries. This Agreement shall not create any right or interest in any non-Partner or in any member of the public as a third Partner beneficiary.
- K Entire Agreement. This Agreement constitutes the entire agreement between the Partners and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Partners.

IN WITNESS WHEREOF, the Partners have executed this Agreement on the day and year first above-written.

<<INSERT AGENCY NAME>>

By _____
Title _____
Date _____

APPROVED AS TO FORM

By _____
[COUNSEL]

Date _____

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ATTACHMENT A

LIST OF PARTNERS AND CONTACT INFORMATION

Partner	Representative's Name	Email	Phone	Mailing Address
City of Ceres	Karen Morgan	Karen.Morgan@ci.ceres.ca.us	(209) 538-5697	2220 Hackett Rd. Ceres, CA 95307
City of Escalon	Diana Trejo	dtrejo@cityofescalon.org	(209) 691-7422	2060 McHenry Ave. Escalon CA 95320
City of Hughson				
City of Lathrop	Greg Gibson	ggibson@ci.lathrop.ca.us	(209) 941-7442	390 Towne Centre Drive, Lathrop, CA 95330
City of Livingston				
City of Lodi	Tosha Wiman	twiman@lodi.gov	(209) 269-4926	2001 W. Turner Rd. Lodi, Ca 95242
City of Manteca	Heather Grove	hgrove@manteca.gov	(209) 456-8473	1001 W. Center St. Manteca, Ca 95337

City of Merced					
City of Newman	Kathryn Reyes	kreyes@cityofnewman.org	(209) 862-4448	938 Fresno Street Newman, CA 95360	
City of Oakdale					
City of Patterson	Sonia Delgado	sdelgado@ci.patterson.ca.us	(209) 895-8060	1 Plaza Patterson, Ca 95363	
City of Ripon	Kevin Werner	KWERNER@CITYOFRIPON.ORG	(209) 599-0240	259 N. Wilma Avenue Ripon, CA 95366	
City of Riverbank	Peter Lolonis	plolonis@riverbank.org	(209) 863-7148	6707 3rd Street Riverbank, CA	
City of Stockton	Dagmara Saini	dagmara.saini@stocktonca.gov	(209) 937-8155	425 N El Dorado St Stockton, CA 95202	
City of Tracy	Stephanie Hiestand	Stephanie.hiestand@cityoftracy.org	(209) 831-6333	3900 Holly Dr. Tracy, Ca 95376	
City of Turlock	Lupe Madrigal	LMadrigal@turlock.ca.us	(209) 668-5590	156 S. Broadway, Ste. 270 Turlock, CA 95380	
Port of Stockton					

Merced County					
San Joaquin County	Kelly Villapando	KRVillalpando@sjgov.org	(209) 468-3073	1810 E. Hazelton Ave Stockton, CA 95201	
Stanislaus County	Dhyan Gilton	giltond@stancounty.com	(209) 525-7538	1716 Morgan Rd Modesto, CA 95358	
Mountain House Community Services District	Hamid Parsa	hparsa@sigov.com	(209) 831-5620	251 E. Main Street Mountain House, CA 95391	

Attachment B - Cost Sharing Allocation Determination

Agency Name	Permit Type	Population	% of total	Tier
City of Ceres	Phase 2	48,386	3.61%	3
City of Escalon	Phase 2	7,362	0.55%	3
City of Hughson	Phase 2	7,495	0.56%	3
City of Lathrop	Phase 2	31,331	2.34%	3
City of Livingston	Phase 2	14,410	1.08%	3
City of Lodi	Phase 2	66,570	4.97%	2
City of Manteca	Phase 2	86,859	6.49%	2
City of Merced	Phase 2	89,058	6.65%	2
City of Newman	Phase 2	12,244	0.91%	3
City of Oakdale	Phase 2	23,071	1.72%	3
City of Patterson	Phase 2	24,370	1.82%	3
City of Ripon	Phase 2	15,979	1.19%	3
City of Riverbank	Phase 2	24,583	1.84%	3
City of Stockton	Phase 1	322,489	24.08%	1
City of Tracy	Phase 2	94,538	7.06%	2
City of Turlock	Phase 2	71,531	5.34%	2
Port of Stockton	Phase 1	50	0.00%	3
Merced County	Phase 2	90,883	6.79%	2
San Joaquin County	Phase 1	159,170	11.89%	1
Stanislaus County	Phase 2	111,034	8.29%	1
Mountain House CSD	Phase 2	37,837	2.83%	3
TOTAL		1,339,250	100.00%	

Notes:

- 1) Port of Stockton assigned Tier 3 based on small population size

ATTACHMENT C**SCHEDULE FOR TIERED COST SHARING**

Tier	Permit Type	Minimum Annual Fee	Maximum Annual Fee
1	Phase 1 MS4 (pop.>100,000)	\$500	\$15,000
2	Phase 2 MS4 medium (pop. ≥ 50,000)	\$400	\$5,000
3	Phase 2 MS4 small (pop. <50,000)	\$200	\$2,500
4	Non-Traditional, Individual	\$100	\$1,000

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Attachment D - Sample Annual Budget Form

Expenditures	Rate	Amount	Units	Cost
Equipment/Supplies				\$0
Program Admin (Tracy staff time)				\$2,880
Professional Services				\$0
Website Maintenance				\$750
Website License				\$800
Subscriptions				\$0
Expenditures Sub Total				\$4,430
Revenues Sub Total	Column1	Column2	Column3	Amount
Membership Fees				\$1,610
Revenues Sub Total				\$1,610
Balance (carry over from previous year)				\$0
Net Program				\$2,820

Program Admin \$48 an hour/ 5 hours a month
 Never Boring - website
 Domain charge good for 3 years (2025)

Attachment E - Sample Calculation of Membership Fees

Agency Name	Tier	Minimum Fee	%Cost Sha	Cost Share	Total Fee
City of Ceres	3	\$130	0.036	\$58	\$187.66
City of Escalon	3	\$130	0.006	\$9	\$138.77
City of Hughson	3	\$130	0.006	\$9	\$138.93
City of Lathrop	3	\$130	0.024	\$37	\$167.34
City of Livingston	3	\$130	0.011	\$17	\$147.17
City of Lodi	2	\$140	0.050	\$79	\$219.33
City of Manteca	2	\$140	0.066	\$104	\$243.51
City of Merced	2	\$140	0.067	\$106	\$246.13
City of Newman	3	\$130	0.009	\$15	\$144.59
City of Oakdale	3	\$130	0.017	\$27	\$157.49
City of Patterson	3	\$130	0.018	\$29	\$159.04
City of Ripon	3	\$130	0.012	\$19	\$149.04
City of Riverbank	3	\$130	0.019	\$29	\$159.30
City of Stockton	1	\$150	0.243	\$384	\$534.30
City of Tracy	2	\$140	0.071	\$113	\$252.66
City of Turlock	2	\$140	0.054	\$85	\$225.24
Port of Stockton	3	\$130	0.000	\$0	\$130.00
Merced County	2	\$140	0.069	\$108	\$248.30
San Joaquin County	1	\$150	0.120	\$190	\$339.68
Stanislaus County	1	\$150	0.084	\$132	\$282.32
Mountain House CSD	3	\$130	0.018	\$29	\$159.19
TOTAL		\$2,850		\$1,580	\$4,430.00

Program Admin Cost \$4,430 see Attachment D
deduct Min Fees -\$2,850 Column C
Total Shared Cost = \$1,580

Notes:

- 1) City of Tracy fees may be waived as a credit to offset their cost for Program Admin staff time
- 2) Stanislaus County pop. > 100,000 so should be Tier 1