ITEM 10.J.

MOORPARK CITY COUNCIL
AGENDA REPORT

TO: Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director
Prepared By: Shaun Kroes, Senior Management Analyst

DATE: December 3, 2009 (CC Meeting of 12/16/09)

SUBJECT: Consider Third Amendment to Implementation Agreement for Countywide Stormwater Program

SUMMARY

The proposed amendment (Attachment 2) to the existing Stormwater Program Implementation Agreement (Implementation Agreement) delineates responsibilities and creates a formula for each agency's share of administrative expenses. The proposed amendment is between the Ventura County Watershed Protection District (District), the ten Ventura County cities and Ventura County (Co-permittees).

BACKGROUND

The Ventura Countywide Co-permittees have established a working relationship with each other through the Countywide Stormwater Program (Program). Since its inception in 1992, the Program has been partially funded by a benefit assessment (BA) collected by the District under an Implementation Agreement between the District and Co-permittees. The BA is collected by the District and is based on a Basic Assessment Unit (BAU) benchmark. All Cities and the County have a designated number of BAUs, Moorpark's BAU is 13,332. The County and the cities within the County, with the exception of Moorpark, collect BA funds through the District tax assessment for their individual stormwater programs. The Implementation Agreement delineates the responsibilities and funding mechanism for all Co-permittees and the Principal Permittee under the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit (Permit). There were four separate 1992 Implementation Agreements that were divided by watershed zones. Moorpark approved the agreement for Zone 3 (Attachment 1).

The District is designated as the "Principal Permittee" in the current Permit and the Implementation Agreement. The Principal Permittee is responsible for the administration

of the Permit and other duties which include, but are not limited to, coordinate required management and subcommittee meetings, serve as liaison between the Co-permittees and Regional Water Quality Control Board, prepare annual reports and monitoring reports, conduct water quality monitoring and conduct public outreach on behalf of the Program.

DISCUSSION

Under the previous Permit, Principal Permittee costs were approximately $1.4 million annually. In Fiscal Year 2007/08, the District stated that due to funding constraints, it could no longer shoulder the entire Principal Permittee budget without assistance from the Co-permittees. The Co-permittees agreed to a requested amendment to the Implementation Agreements, which was approved by Moorpark's Council February 6, 2008. The amendment was only for FY 2007/08. The District then again requested a second amendment for FY 2008/09. Council approved the second amendment on December 3, 2008. The City is now being asked to approve the third amendment to fund FY 2009/10 expenses. It should be noted that the 1992 Implementation Agreements allow for cost sharing for joint activities such as:

1. Consultant fees for watershed wide Permit related work.
2. Legal fees for watershed wide Permit related work.
3. Penalties of watershed wide nature.
4. Best Management Practices of watershed wide impact or benefit.

The proposed third amendment maintains the first amendment's redefinition of the fiscal responsibilities of all collective parties to the Permit and will continue to require that all Co-permittees pay for a portion of the District's Permit requirements in addition to costs already borne by the City to comply with Co-permittee responsibilities designed by the Permit.

Moorpark's cost for the third amendment is $58,336, an increase of 155% compared to FY 2008/09's cost of $22,898. All of the jurisdictions had an increase of 155% as well. Costs are significantly higher than in previous years because of the new NPDES Permit that became effective on August 5, 2009. The previous NPDES Permit was focused more on public education, inspection programs for food and automotive facilities, illicit discharge prevention and construction best management practices. The new NPDES Permit requires many new programs for jurisdictions in Ventura County as it continues to work towards reducing pollution that enters the watershed. New countywide programs that are being implemented in FY 2009/10 include updating the Countywide Technical Guidance Manual (for development); creating a new Annual Report format; beginning Special Studies and Reports; increasing public outreach; and constructing new monitoring stations (including one station in Moorpark).

During the first amendment, staff expressed concerns about the precedent that the amendment would set. The amendment essentially requires that the City fund a portion of

the District's expenses that are a requirement of being a Principal Permittee. The Co-permittees, on the other hand, will continue to fund their own Permit requirements without the benefit of receiving funds from the District. The Co-permittees essentially diverted their already limited stormwater funds without a readily available funding mechanism to supplement that expense. The original 1992 Agreement allowed for an amendment to become effective with a two-thirds majority approval, which was achieved before the City of Moorpark approved the amendment. The following are highlights of the proposed third amendment to the Implementation Agreement.

- Fifty percent of the District's annual NPDES BA will be used to finance a portion of the Principal Permittee costs. The remaining 50 percent will be used for the District's remaining Co-permittee costs.
- The remaining Principal Permittee costs will be financed by the District paying 15 percent of the costs and the County and other Co-permittees paying a percentage of the costs based upon the number of BAUs in their respective jurisdiction. For FY 2009/10, Moorpark's share of the Principal Permittee costs is $58,336 which is 3.883% of the total BAUs.

It is still in the City's best interest to remain in a cooperative agreement with the Co-permittees and the District to work towards complying with the Permit. It would be more expensive for the City to separate from the Program and attempt to comply with the Permit's requirements on its own.

FISCAL IMPACT

The cost of the MOA for the City is $58,336. Sufficient funds are available for the expenditure after an internal budget line item transfer of $33,336 is performed between NPDES budget lines.

STAFF RECOMMENDATION

1. Authorize the Mayor to sign the Amendment subject to final language approval by City Manager and City Attorney.

ATTACHMENTS

1. 1992 Implementation Agreement
2. Implementation Agreement Third Amendment

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
IMPLEMENTATION AGREEMENT
STORMWATER REGULATION PROGRAM
CALLEGUAS CREEK WATERSHED

This AGREEMENT is entered into by and between the County of Ventura hereinafter referred to as COUNTY, the Ventura County Flood Control DISTRICT hereinafter referred to as DISTRICT, and the Cities of Camarillo, Moorpark, Simi Valley and Thousand Oaks hereinafter collectively referred to as CITIES, establishes the responsibilities of each party with respect to compliance with National Pollutant Discharge Elimination System (NPDES) Stormwater regulations administered by the California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) by the authority granted by the Clean Water Act (CWA) and its 1987 amendments and the Water Quality Act (WQA).

RECITALS

Whereas, Congress in 1987 amended Section 402 of the Federal Clean Water Act [33 U.S.C.A. 1342(p)] to require the federal Environmental Protection Agency (EPA) to promulgate regulations for applications for Permits for stormwater discharges; and

Whereas, these Permit regulations will require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) Permit (PERMIT) for the discharge of stormwaters into waters of the United States; and

Whereas, these EPA regulations require PERMITs for discharges from municipal storm drains on a system-wide or jurisdiction-wide basis; and

Wheras, the CITIES and the COUNTY have land use regulation authority within their jurisdictional boundaries with associated powers to require mangement practices consistent with EPA regulations; and

Whereas, the DISTRICT has no land use regulation authority, but only owns, operates and has regulatory jurisdiction over improved and natural channels to which CITIES' and COUNTY's storm drains are tributary; and

Whereas, the Legislature, in enacting the Ventura County Flood Control Act, created the DISTRICT to provide for the control of flood and storm waters; and

Whereas, the Powers granted to the DISTRICT include carrying on technical and other investigations, examinations or tests of all kinds, making measurements, collecting data, and making analyses,

studies, and inspections pertaining to water supply, control of floods, prevention of contamination and pollution of surface waters within the DISTRICT; and

Whereas, the CITIES, the COUNTY and the DISTRICT desire to develop an integrated stormwater discharge management program with the objective of improving water quality in the Calleguas Creek Watershed; and

Whereas, cooperation between the CITIES, the COUNTY and the DISTRICT to jointly file application for PERMIT is in the best interests of the CITIES, the COUNTY and the DISTRICT; and

Whereas, the DISTRICT, COUNTY and CITIES have been jointly designated as Permittees by the LARWQCB; and

Whereas, the DISTRICT has been designated as the Principal Permittee in the PERMIT; and

Whereas, the COUNTY and the CITIES have been designated as the Co-Permittees in the PERMIT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. FILING STATUS. The COUNTY, DISTRICT and CITIES will file the applications for PERMIT as Permittees. The COUNTY, the DISTRICT and each individual City will be a Permittee.

II. INCORPORATION OF FEDERAL REGULATIONS. The terms of all applicable Federal and State permit applicaion guidelines, as presently written or as changed during the life of this AGREEMENT are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this AGREEMENT.

III. STRUCTURE AND RESPONSIBILITIES

A. All Permittees (Principal Permittee and Co-Permittees) are independently responsible for complying with the requirements of the PERMIT within their own jurisdictional boundaries. For storm drains owned and operated by the DISTRICT, including those located within the jurisdiction of the Co-Permittees, the Principal Permittee will be responsible for facility operation and maintenance.

B. The Principal Permittee shall be responsible for the following:

(a) Coordination of PERMIT activities, including establishing a uniform mapping and data

presentation format, to be used by all Permittees.

(b) Serving as the liaison agency between the Co-Permittees and the LARWQCB. The responsibility shall include:

(1) Establishment of time schedules and notifying Co-Permittees regarding such schedules for the performance of tasks and activities per the requirements of the PERMIT.

(2) Preparation of the quarterly progress reports and annual reports on PERMIT activities for submittal to the LARWQCB. For the annual PERMIT report, a draft will be circulated to each Co-Permittee for their review and comment prior to forwarding to the LARWQCB.

(3) Upon receiving information and materials submitted by the Co-Permittees in compliance with PERMIT requirements, packaging and forwarding of these submittals, on behalf of the Co-Permittees, to the LARWQCB.

(4) Upon receipt of all proposed plans and their implementation schedules from all Co-Permittees, arranging for public review of these documents. Communicating with Co-Permittees regarding public comments. Packaging and forwarding of the revised final version of these documents for LARWQCB approval.

(5) Keeping all Co-Permittees updated on LARWCQB and/or (EPA) regulations which may impact stormwater discharge activities and PERMIT compliance.

(6) Arranging for the collection and payment of all annual PERMIT renewal fees required by the LARWQCB.

C. Upon concurrence and in coordination with Co-Permittees, the Principal Permittee may secure the services of consultants and administer contract for consultant to prepare manuals, develop programs or perform studies relevant to the Permitted area. The cost of said consultant services will be shared

in accordance with section IV D of this AGREEMENT.

D. For PERMIT submittals which do not involve the public review process, each Co-Permittee shall be responsible to submit these items, prepared in the format specified by the Principal Permittee, to the Principal Permittee 30 calendar days prior to the deadlines specified in the PERMIT. This 30-day period will enable the Principal Permittee to package and forward these documents, on behalf of all Permittees, to LARWQCB.

E. For PERMIT submittals which involve the public review process, the Co-Permittee shall be responsible to submit these items, prepared in the format specified by the Principal Permittee, to the Principal Permittee 90 calendar days prior to the deadlines specified in the PERMIT. The Principal Permittee shall schedule the submittals for public input, route public comment back to Co-Permittees for possible refinement of documents, arrange to receive final documents, and package and forward documents to the LARWQCB for their review and approval.

F. Each Co-Permittee shall agree to prepare all PERMIT-required submittals using the format specified by the Principal Permittee.

G. Upon the execution of this AGREEMENT, each Permittee shall develop a program to address the following issues within its jurisdictional boundaries that occur during the term of this AGREEMENT:

(1) Implementation of controls to reduce pollution from commercial and residential areas.

(2) Implementation of structural/nonstructural controls on land development and construction sites.

(3) Implementation of controls to reduce pollution from maintenance activities.

(4) Elimination of illegal connections, improper disposal, spill prevention, containment and response.

(5) Inspection, monitoring and control programs for industrial facilities.

(6) Implementation of public awareness and training programs.

IV. EXPENDITURES

A. Each Co-Permittee shall be responsible for its own costs of the implementation of the PERMIT activities within its jurisdictional boundaries.

B. The Principal Permittee shall be responsible for the cost of its PERMIT implementation efforts for all storm drains and flood control facilities owned and operated by DISTRICT.

C. The Principal Permittee shall also be responsible for the cost of activities specified in Section III-B.

D. The cost of all common or joint activities or responsibilities shall be borne by Co-Permittees on the basis of the ratio of the Benefit Assessment Units (BAU)s within the Co-Permittee's boundaries to the total BAUs in the watershed. Common or joint activities and/or responsibilities may include but shall not be limited to the following:

(1) Consultant fees for watershed wide Permit related work.

(2) Legal fees for watershed wide Permit related work.

(3) Penalties of watershed wide nature.

(4) Best Management Practices of watershed wide impact or benefit.

V. FUNDING

A. The Co-Permittees may fund activities described in IV A. through the DISTRICT's Benefit Assessment Program. Co-Permittee wishing to do so shall:

(1) Submit to DISTRICT a complete program description and activity budget and the amount of assessment required to finance the program.

(2) Prior to making the request for the levy of the assessment, hold a public hearing as required by Section 6066 of the Government Code.

(3) The hearing shall be on the program description and budget, including the means of financing.

(4) Upon adoption of the program and prior to the first day of May of each calendar year, submit a request to District for its inclusion in the assessment. Said request shall be made by resolution of the governing body of the Co-Permittee.

The levying of the District's Benefit Assessment Program and the amount thereof is within the sole discretion of the District's Board of Supervisors.

B. All costs incurred by DISTRICT for processing for the additional assessment (see Section V A.) shall be borne by Co-Permittee either by direct payment to DISTRICT or by deduction from the proceeds of the Benefit Assessment levied on its behalf.

C. Distribution of funds from the Flood Control Benefit Assessment collections to Co-Permittee will be made on a schedule established by the Ventura County Auditor-Controller for such disbursements.

D. The Principal Permittee shall finance the activities specified in Section IV B. and IV C. through the use of its Benefit Assessment activity throughout the entire watershed.

VI. NON COMPLIANCE WITH AGREEMENT

A. Any Permittee not in compliance with the PERMIT within its jurisdictional boundaries shall be solely liable for any lawfully assessed penalties.

B. Common or joint penalties shall be calculated and allocated in accordance with Section IV D.

VII. ADDITIONAL PARTIES.

A. Permittees executing this AGREEMENT shall, to the extent allowed by law applicable to such entity, comply with all provisions of this AGREEMENT.

B. Any entity which officially becomes a Co-Permittee at a later date, subsequent to the signing of this AGREEMENT, shall comply with all the requirements of the PERMIT, except that the time frame for completion of tasks shall be adjusted per mutual

agreement between the new Co-Permittee in question, the Principal Permittee, and the LARWQCB.

VIII. WITHDRAWAL FROM THE AGREEMENT.

A. A Co-Permittee may withdraw from the AGREEMENT 60 days subsequent to written notice to the Principal Permittee and LARWQCB. The Principal Permittee will notify the remaining Co-Permittees within ten (10) business days of receipt of the withdrawal notice.

B. The withdrawing Co-Permittee shall agree to file for a separate PERMIT and to comply with all of the requirements established by the LARWQCB. In addition, withdrawal shall constitute forfeiture of the said Co-Permittee's remaining funds collected under the Benefit Assessment Program for the budget year of withdrawal.

C. The withdrawing Co-Permittee shall be responsible for all lawfully assessed penalties as a consequence of withdrawal. The cost allocations to the remaining Co-Permittees will be recalculated in the following budget year.

IX. AMENDMENTS TO AGREEMENT

A. This AGREEMENT may be amended by consent of the Principal Permittee and a two-thirds majority of the Co-Permittees.

B. Any amendment shall comply with the requirements and regulations set forth by the LARWQCB.

C. No amendment to this AGREEMENT shall be effective unless it is signed and approved by the governing bodies of the majority of the parties.

X. APPENDAGE OF AGREEMENT

Any Permittee may negotiate a separate AGREEMENT with other Permittees or with all Permittees regarding stormwater/urban runoff discharge management issues. Such AGREEMENTs will not be appended to this AGREEMENT but will be regarded as a separate AGREEMENT. However, they may reference this AGREEMENT.

XI. LIFE OF THE AGREEMENT

The term of this AGREEMENT commences on its execution by

each of the duly authorized representatives of the Permittees. The life of the AGREEMENT shall extend as long as a PERMIT regulating stormwater/urban runoff discharges encompassing the Calleguas Creek Watershed is required.

XII. NOTICES

All notices and correspondences shall be deemed duly given, if (a) sent by certified U.S. mail; (b) delivered by hand; (c) three (3) days after deposit in the U.S. mail, postage prepaid and notice to the addressee of such mailing by phone immediately after deposit in the U.S. Mail, or faxed to the Principal Permittee and confirmation by phone immediately after sending the fax.

XIII. GOVERNING LAW

This AGREEMENT will be governed and construed in accordance with laws of the State of California. If any provision(s) of this AGREEMENT shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

XIV. AUTHORIZED SIGNATORIES

The Engineer-Manager of DISTRICT, the Public Works Director of COUNTY and the City Managers of CITIES (or their designees) shall be authorized to execute all documents and take all other procedural steps necessary to file for and obtain a PERMIT(s) or amendments thereto.

XV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party waiving or consenting. Any consent by any party to, or waiver of, a breach by any other party, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XVI. APPLICABILITY OF PRIOR AGREEMENTS

This document constitutes the entire AGREEMENT between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

XVII. EXECUTION IN COUNTERPARTS

This AGREEMENT may be executed and delivered in any number of counterparts or copies ("counterpart") by the parties hereto. When each party has signed and delivered at least one counterpart to the other parties hereto, 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 WHEREO., the parties hereto ha e executed this agreement.

COUNTY OF VENTURA

Dated: _____ By: _____
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: _____ By: _____
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the County of Ventura and ex officio Clerk of the Board of Supervisors of the County of Ventura and of the Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: _____ By: _____

ATTEST: _____

CITY OF MOORPARK

Dated: _____ By: _____

ATTEST: _____

CITY OF SIMI VALLEY

Dated: _____ By: _____

ATTEST: _____

CITY OF THOUSAND OAKS

Dated: _____ By: Robert E. Lewis
Robert E. Lewis, Mayor

ATTEST: Nancy A. Dillon
Nancy A. Dillon, City Clerk

Mark G. Sellers
Mark G. Sellers, City Attorney

NGV Lang for
Grant R. Brimhall, City Manage

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: May 5, 1992 By: John K. Flynn
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: May 5, 1992 By: John K. Flynn
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the County of Ventura and ex officio Clerk of the Board of Supervisors of the County of Ventura and of the Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: April 28, 1992 By: J. William Little
J. William Little, City Manager

ATTEST: Marilyn J. Thiel
City Clerk

CITY OF MOORPARK

Dated: _____ By: _____

ATTEST: _____

CITY OF SIMI VALLEY

Dated: _____ By: _____

ATTEST: _____

CITY OF THOUSAND OAKS

Dated: _____ By: _____

ATTEST: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: _____ By: _____
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: _____ By: _____
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the
County of Ventura and ex officio
Clerk of the Board of Supervisors
of the County of Ventura and of the
Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: _____ By: _____

ATTEST: _____

CITY OF MOORPARK

Dated: 6/12/92 By: Paul W. Lawrence

ATTEST: Lillian E. Kellem

CITY OF SIMI VALLEY

Dated: _____ By: _____

ATTEST: _____

CITY OF THOUSAND OAKS

Dated: _____ By: _____

ATTEST: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: _____ By: _____
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: _____ By: _____
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the County of Ventura and ex officio Clerk of the Board of Supervisors of the County of Ventura and of the Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: _____ By: _____

ATTEST: _____

CITY OF MOORPARK

Dated: _____ By: _____

ATTEST: _____

CITY OF SIMI VALLEY

Dated: June 22, 1992 By: Greg Stratton
Gregory Stratton, Mayor

ATTEST: _____

CITY OF THOUSAND OAKS

Dated: _____ By: _____

ATTEST: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

COUNTY OF VENTURA

Dated: _____ By: _____
Chair, Board of Supervisors

VENTURA COUNTY FLOOD CONTROL DISTRICT

Dated: _____ By: _____
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk of the County of Ventura and ex officio Clerk of the Board of Supervisors of the County of Ventura and of the Ventura County Flood Control DISTRICT

By: _____
Deputy Clerk

CITIES:

CITY OF CAMARILLO

Dated: _____ By: _____

ATTEST: _____

CITY OF MOORPARK

Dated: _____ By: _____

ATTEST: _____

CITY OF SIMI VALLEY

Dated: _____ By: _____

ATTEST: _____

CITY OF THOUSAND OAKS

Dated: 4-21-92 By: Robert E. Lewis
Robert E. Lewis, Mayor

ATTEST: Nancy A. Dillon
Nancy A. Dillon, City Clerk

Mark G. Sellers
Mark G. Sellers, City Attorney

Grant R. Brimhall, City Manager

RESOLUTION NO. 92-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THOUSAND OAKS DETERMINING AN ASSESSMENT FOR THE CITY PART 1 NPDES STORMWATER MANAGEMENT PROGRAM TO BE RECOMMENDED FOR INCLUSION INTO THE BENEFIT ASSESSMENT PROGRAM OF THE VENTURA COUNTY FLOOD CONTROL DISTRICT

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act [33 U.S.C.A 1342(p)] to require the Federal Environmental Protection Agency (EPA) to promulgate regulations for applications for permits for stormwater discharges; and

WHEREAS, these permit regulations will require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of stormwaters into waters of the United States from municipal storm drains; and

WHEREAS, the City of Thousand Oaks has been identified as having a population over 100,000 and is mandated to file a NPDES permit; and

WHEREAS, on April 21, 1992, the City Council approved an Implementation Agreement with other cities, Ventura County and the Ventura County Flood Control District, to develop an integrated Stormwater Discharge Management Program with the objective of improving water quality in the Calleguas Creek watershed and other watersheds; and

WHEREAS, the District's Benefit Assessment Program was identified as a funding source for the City's NPDES permit process; and

WHEREAS, the District has also indicated a willingness to do the work for the City; and

WHEREAS, the estimated cost to do Part 1 is $189,000 for Zone 3, and $34,400 for Zone 4, for the 44,704 Basic Assessment Units in the City resulting in a unit cost of $5.00/BAU; and

WHEREAS, a Basic Assessment Unit is equivalent to a standard tract home.

NOW, THEREFORE, the City of Thousand Oaks hereby determines that $189,000 for Zone 3, and $34,400 for Zone 4, shall be the budget for the City's Part 1 NPDES permit process and recommends to the Ventura County Flood Control District this amount for inclusion into the total Benefit Assessment Program within the City of Thousand Oaks.

* * * * * *

PASSED AND ADOPTED this 19th Day of May, 1992.

Robert E. Lewis, Mayor
City of Thousand Oaks, California

ATTEST:

Nancy A. Dillon, City Clerk

APPROVED BY:

Mark G. Sellers, City Attorney

APPROVED AS TO ADMINISTRATION

Grant R. Brimhall, City Manager

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.
CITY OF THOUSAND OAKS)

I, NANCY A. DILLON, City Clerk of the City of Thousand Oaks, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution No. 92-92 which was duly and regularly passed and adopted by said City Council at a regular meeting held May 19, 1992, by the following vote:

AYES: Councilmembers Zeanah, Lazar, Schillo, Fiore and Mayor Lewis

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Thousand Oaks, California.

Nancy A. Dillon

Nancy A. Dillon, City Clerk
City of Thousand Oaks, California

Res. No. 92-92

RESOLUTION NO. 92-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMI VALLEY FOR NPDES STORM WATER MANAGEMENT PROGRAM TO BE RECOMMENDED FOR INCLUSION INTO THE BENEFIT ASSESSMENT PROGRAM OF THE VENTURA COUNTY FLOOD CONTROL DISTRICT AND DETERMINING AN ASSESSMENT FOR THE CITY

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. 1342 (p) to Federal Environmental Protection Agency (EPA) to promulgate regulations for applications for permits for storm water discharges; and

WHEREAS, it is anticipated that the City of Simi Valley will be designated as having a population over 100,000 and therefore, is mandated to file a NPDES permit; and

WHEREAS, on May 11, 1992, at a conclusion of a public hearing, the City Council of the City of Simi Valley authorized utilization of the Ventura County Flood Control District's Benefit Assessment Program to finance the EPA's Municipal Stormwater Management (MSM) Program for the City of Simi Valley and recommended establishing a Benefit Assessment Unit (BAU) fee of $5.25 for Simi Valley for FY 1992-93; and

WHEREAS, the proposed $5.25 assessment by the City per BAU will generate approximately $194,500 for FY 1992-93 which will be utilized to finance a portion of the costs associated with Part I of the MSM Program.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SIMI VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City of Simi Valley recommends that the Ventura County Flood Control District include the City of Simi Valley in the Ventura County Flood Control District's Benefit Assessment Program and set a $5.25 Assessment fee per BAU to be collected through the Benefit Assessment Program for FY 1992-93 for the City of Simi Valley.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED and ADOPTED this 22nd day of June, 1992

ATTEST:

Alice K. Redondo
Assistant City Clerk

GREGORY STRATTON, MAYOR OF THE CITY OF SIMI VALLEY, CALIFORNIA

APPROVED AS TO FORM:

John Torrance, City Attorney

APPROVED AS TO CONTENT:

M. L. Koester, City Manager

Ronald C. Coons, Director
Department of Public Works

RES. NO. 92-76

I, Assistant City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution No. 92-76 , was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 22nd day of June, 1992 by the following vote of the City Council:

AYES: Council Members Piper, Mikels, Webb, Mayor Pro Tem Davis, and Mayor Stratton

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 23rd day of June, 1992.

Myrna Katsel for Alice K. Rodoni
ASSISTANT CITY CLERK OF THE CITY OF
SIMI VALLEY, CALIFORNIA

I HEREBY CERTIFY THAT THE
FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
DATE 6-23-92
Office of the City Clerk
Myrna Katsel
Deputy City Clerk

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

TUESDAY, JUNE 30, 1992, AT 10:00 A.M.

239/FC-General/507/510/509/508 ALL MEMBERS PRESENT
FC-Calleguas Creek

Upon motion of Supervisor VanderKolk, seconded by Supervisor Lacey, and duly carried, the Board hereby approves the following matter:

92 SEP 14 AM 8:50
CITY OF THOUSAND OAKS

PUBLIC WORKS AGENCY
county of ventura

Dir
Arthur E. G

Deputy Dire
John C. Cr
Water Resources/Develop
Al F. K
Transpor
R.E. C
Engineering Se
Paul W. F
Central Se
Alex She
Flood C

Representing Ex-officio:
Ventura County Flood Control District
Ventura County Waterworks Districts
No. 1,16,17, and 19
Lake Sherwood Community Services District
Fox Canyon Groundwater Management Agency

June 30, 1992

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Subject: IMPLEMENTATION AGREEMENT-CALLEGUAS CREEK WATERSHED MUNICIPAL STORMWATER DISCHARGE PROGRAM NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

RECOMMENDATION:

1. Approve the Implementation Agreement.

2. Authorize the Chair to sign on behalf of the County of Ventura.

DISCUSSION:

On April 14, 1992, your Board approved the concept of a single county-wide NPDES permit and the use of the District's benefit assessment authority to finance it. At that time your Board was advised that you would be asked to approve the implementation agreement which would identify the responsibilities of the parties

The agreement has been reviewed by County Counsel.

If you have any question concerning this item, please contact undersigned at Extension 2040.

Very truly yours,

Alex Sheydayi
Deputy Director of Public Works
Flood Control Department

AS:ebh

Attachment

JUN 15 199

RESOLUTION NO. 92- 85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMARILLO, DETERMINING AN ASSESSMENT FOR THE CITY PART ONE NPDES STORM WATER MANAGEMENT PROGRAM TO BE RECOMMENDED FOR INCLUSION INTO THE BENEFIT ASSESSMENT PROGRAM OF THE VENTURA COUNTY FLOOD CONTROL DISTRICT

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act {33 U.S.C.A. 1342(P)} to require the Federal Environmental Protection Agency (EPA) to promulgate regulations for applications for permits for storm water discharges; and

WHEREAS, these permit regulations will require the control of pollutants from storm water discharges by requiring a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of storm waters into waters of the United States from municipal storm drains; and

WHEREAS, the City of Camarillo has determined that it is in the City's best interest to become a part of a regional permit; and

WHEREAS, on April 22, 1992 the City Council approved an implementation agreement with other cities, Ventura County and the Ventura County Flood Control District to develop an integrated storm water discharge management program with the objective of improving water quality in the Calleguas Creek watershed and other watersheds; and

WHEREAS, the District's Benefit Assessment Program was identified as a pssible funding source for the NPDES Permit process; and

WHEREAS, pursuant to the Implementation Agreement, the District will perform various services on behalf of the City and the other parties to the Implementation Agreement under the NPDES Permit; and

WHEREAS, the estimated cost to complete Part 1 of the NPDES Permit is approximately $75,000 for the 22,248 basic assessment units (BAU) in the City of Camarillo resulting in a unit cost of $3.24/BAU, where a basic assessment unit is equivalent to a standard detached single family dwelling; and

WHEREAS, the District informs City that under the Implementation Agreement, the District will collect the necessary funding to complete Part 1 of the NPDES Permit process through the Benefit Assessment Program.

NOW THEREFORE, THE CITY OF CAMARILLO HEREBY RECOMMENDS THE VENTURA COUNTY FLOOD CONTROL DISTRICT COLLECT THROUGH THE BENEFIT ASSESSMENT PROGRAM THE ESTIMATED $75,000 NECESSARY TO PERFORM THE CITY OF CAMARILLO'S SHARE OF PART 1 OF THE NPDES PERMIT PROCESS PURSUANT TO THE IMPLEMENTATION AGREEMENT. THIS AMOUNT IS TO BE INCLUDED IN THE VENTURA COUNTY FLOOD CONTROL DISTRICT'S TOTAL BENEFIT ASSESSMENT PROGRAM WITHIN THE CITY OF CAMARILLO.

PASSED, APPROVED AND ADOPTED, THIS 10th day of June, 1992.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Camarillo at a regular meeting thereof, held on the 10th day of June, 1992, by the following vote, to-wit:

AYES: Councilmembers: Craven, Gose, Morgan, Smith; Mayor Daily
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Marilyn J. Thiel
City Clerk

cc: Director of Community Services
Director of Engineering Services
Director of Finance

res9211/tr

I HEREBY CERTIFY THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF

Resolution No. 92-85, a Resolution of the City Council of the City of Camarillo determining an assessment for the City Part One NPDES Storm Water Management Program to be recommended for inclusion into the Benefit Assessment Program of the Ventura County Flood Control District.

ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF CAMARILLO, CALIFORNIA.

Attachment 2

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM AMENDMENT TO IMPLEMENTATION AGREEMENT VENTURA COUNTYWIDE STORMWATER QUALITY MANAGEMENT PROGRAM

This Amendment to National Pollutant Discharge Elimination System (NPDES) Implementation Agreements (a copy of which is attached as Attachment 1) is entered into by and among the County of Ventura hereinafter referred to as COUNTY, the Ventura County Watershed Protection District hereinafter referred to as DISTRICT and the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley and Thousand Oaks, hereinafter collectively referred to as CITIES, with respect to the following matters:

RECITALS

Whereas, the CITIES, the COUNTY and the DISTRICT desire to continue funding and implementing an integrated Stormwater Discharge Management Program with the objective of protecting and improving water quality in Ventura County; and

Whereas, the DISTRICT has been designated as the Principal Permittee in the PERMIT, and

Whereas, the CITIES, the COUNTY and the DISTRICT currently operate the Ventura Countywide Stormwater Quality Management Program pursuant to four separate 1992 Implementation Agreements divided by watershed zone and approved by the CITIES, the COUNTY and the DISTRICT; and

Whereas, the CITIES, the COUNTY and the DISTRICT desire to modify the 1992 Agreements as relates to cost sharing of Principal Permittee activities.

NOW, THEREFORE, the parties do mutually agree the Agreements be, and hereby are amended as follows:

1. **TERM**

This Amendment shall be in effect for fiscal year 2009/2010, commencing on July 1, 2009 and terminating on June 30, 2010.

2. **PRINCIPAL PERMITTEE BUDGET**

The principal permittee budget for FY2009/2010 is attached as Exhibit A. The total Principal Permittee costs shall not exceed $2,479,732 and is a not-to-exceed amount representing the maximum amount that will be used for determining distribution of costs in accordance with Section 3, Expenditures. The budget line items may be modified with approval of the Management Committee, as long as the overall total budget is not exceeded.

3. **Expenditures, Section IV, subsection C is amended as follows:**

1) 50% of the DISTRICT's NPDES Benefit Assessment share is to be used for funding Principal Permittee costs.

2) Principal Permittee costs not funded through Section 3.1. shall be distributed among Co-permittees as follows: 15% by DISTRICT and the balance by the CITIES and COUNTY based on current Benefit Assessment Unit (BAU) ratios.

3) Exhibit B attached shows an example distribution of costs based on BAU's, using the revenues for FY 2009/2010. Actual revenue amounts shall be used in computing the final cost distribution.

4) The Principal Permittee shall implement accounting tracking mechanisms in order to report and describe contributions and expenditures. Any unexpended funds not used for Principal Permittee activities shall be returned to the Co-permittees.

4. **PAYMENT**

The Co-permittees' share of the Principal Permittee budget can either be deducted from the proceeds of the Benefit Assessment Program levied on its behalf or by payment to the DISTRICT. Co-permittees shall notify DISTRICT by February 1, 2010 of their preferred method of payment.

5. **FINANCIAL IMPLEMENTATION DATE**

The financial aspects of this Amendment shall take effect on July 1, 2009.

6. **AGREEMENT IN EFFECT**

Except as otherwise specifically provided herein, all other provisions of the Agreements shall remain in full force and effect.

7. **AUTHORITY TO EXECUTE AGREEMENT**

Each party covenants that each individual executing this Amendment on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

8. **EXECUTION IN COUNTERPARTS**

This Amendment may be executed and delivered in any number of counterparts or copies by the parties hereto. When each party has signed and delivered at least one counterpart to the other parties hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same AMENDMENT, which shall be binding and effective as to the parties hereto.

The parties to this Amendment are as follows:

Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009
Attn: Director of Watershed Protection District
Phone: (805) 654-2040; Fax (805) 654-3350

County of Ventura
800 South Victoria Avenue
Ventura, CA 93009
Attn: Director of Public Works
Phone: (805) 654-2073; Fax (805) 654-3952

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Attn: Director of Public Works
Phone: (805) 388-5307; Fax (805) 388-5318

City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Attn: Director of Public Works
Phone: (805) 524-3701; Fax (805) 524-5707

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Director of Public Works
Phone: (805) 517-6255; Fax (805) 532-2555

City of Ojai
401 South Ventura Street
Ojai, CA 93023
Attn: Director of Public Works
Phone: (805) 646-5581; Fax (805) 646-1980

City of Oxnard
305 West Third Street
Oxnard, CA 93030
Attn: Director of Public Works
Phone: (805) 385-8280; Fax (805) 385-7907

City of Port Hueneme
250 North Ventura Road
Port Hueneme, CA 93041
Attn: Director of Public Works
Phone: (805) 986-6568; Fax (805) 986-6660

City San Buenaventura
501 Poli Street
Ventura, CA 93001
Attn: Director of Public Works
Phone: (805) 654-7800; Fax: (805) 652-0865

City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061-0569
Attn: Director of Public Works
Phone: (805) 933-4298; Fax (805) 525-3742

City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063
Attn: Director of Public Works
Phone: (805) 583-6786; Fax (805) 583-6300

City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
Attn: Public Works Director
Phone: (805) 449-2457; Fax (805) 449-2475

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
IMPLEMENTATION AGREEMENT
VENTURA COUNTYWIDE
STORMWATER QUALITY MANAGEMENT PROGRAM

City of Moorpark Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and date first above written.

CITY OF MOORPARK

_____ _____

Janice S. Parvin, Mayor
City of Moorpark, California

Date

ATTEST:

_____

Deborah S. Traffenstedt, City Clerk

Exhibit A

Principal Permitee Budget
2009-2010 Year One of New Permit

ACCOUNT	PROGRAM	COSTS Staff FTEs	Staff Costs	Fixed Costs
P6010501	**Program Administration**			
	Management Committee	0.15	$28,964	
	Subcommittees	0.15	$27,102	
	Permit Activities Coordination	0.12	$24,741	
	Annual Report	0.11	$16,486	$2,000
	New Permit Reporting	0.00	$0	
	Develop reporting forms	0.05	$9,645	
	Develop new reporting format	0.03	$5,767	$75,000
	Receiving Water Limitations Compliance Report	0.02	$3,288	$25,000
	Board Letters/Correspondence	0.02	$3,856	
	Clerical Support	0.05	$5,200	
	SUBTOTAL	**0.70**	**$125,049**	**$102,000**
P6010502	**Permit Renewal**			
*	Contingencies	0.00	$0	$50,000
	Review of draft and tentative	0.00	$0	
	Consultants	0.00	$0	
	Attorneys	0.00	$0	
	Meetings with RWQCB	0.00	$0	
	Sub-Committee Meetings	0.00	$0	
	Management Committee	0.00	$0	
	Comment Letters / Issue Papers etc . . .	0.00	$0	
	SUBTOTAL	**0.00**	**$0**	**$50,000**
P6010503	**Regional Representation**			
	Regional Board Liaison	0.05	$10,269	
	SCCWRP	0.13	$26,156	$100,000
	CASQA-Membership and Participation	0.08	$19,537	$15,000
	Legislation	0.00	$0	$5,000
	Environmental Crimes Task Force	0.02	$5,233	
	Watershed Meetings "as appropriate"	0.04	$7,480	
	Regional Board's Storm Water Task Force	0.02	$4,187	
	SUBTOTAL	**0.33**	**$72,862**	**$120,000**
P6010504	**Water Quality Monitoring**			
	Implement New Countywide Stormwater Monitoring Program	1.33	$210,424	
	New Standard Operating Procedure Manuals	0.15	$20,551	$12,000
	Monitoring Report	0.16	$22,882	$60,000
	45 day reporting deadline	0.13	$18,562	
	Data Management	0.42	$49,698	
	Water Quality Database Upgrades (Automated Standardized Electronic Reporting)	0.08	$9,701	$30,000
	Equipment Operations & Maintenance	0.23	$38,257	$10,000
	11 Urban Outfalls	0.21	$34,356	
	Laboratory Analytical Services	0.03	$4,925	$100,000
	Toxicity Identification (potentially 3)	0.00	$0	$13,500
	Toxicity Reduction Evaluation (budget for 2)	0.03	$6,233	$150,000
	Additional Outfalls @ $2600 ea event	0.00		$41,600
	Fox Weather Forecast Service ($35k total)	0.00	$759	$4,000
	Sampling Equipment (exisiting) Replacement (Based on 5 Year Depreciation)	0.00	$0	$30,000
	Staff Training	0.08	$13,048	$4,000
	Stormwater Monitoring Coalition	0.05	$7,595	
	Research Agreement	0.01	$2,416	$7,500
	~~Beach Monitoring~~	0.00	$0	
	Volunteer Monitoring	0.05	$6,605	
	Urban Runoff / Outfall Charicterization		$36,164	
	eleven new sample stations @25,000			$275,000
	SUBTOTAL	**2.96**	**$482,176**	**$737,600**

EXHIBIT B

Co-Permittee Share of Principal Permitee (PP) Costs
2009-2010

Estimated '09/10 PP Costs		$2,479,732
-WPD BAU Revenue Contribution		$712,463
	=	$1,767,270
-WPD Shared Cost @ 15%		$265,090
City/County Shared Costs		$1,502,179

Co-permittees	Total BAUs	% of Total BAUs	$ City/County Shared Costs
Camarillo	30205	8.798%	$132,165
County	72982	21.258%	$319,340
Fillmore	4300	1.253%	$18,815
Moorpark	13332	3.883%	$58,336
Ojai	4395	1.280%	$19,231
Oxnard	55424	16.144%	$242,513
Port Hueneme	4932	1.437%	$21,580
San Buenaventura	42342	12.334%	$185,272
Santa Paula	9107	2.653%	$39,849
Simi Valley	47996	13.980%	$210,011
Thousand Oaks	58293	16.980%	$255,067
Total	343308	100.000%	$1,502,179

Notes:
1. WPD BAU revenue contribution will be based on actual revenue
2. Shares will be based on actual costs
3. Share percentages from Benefit Assesment Report '09-10
4. Cost rounded to nearest dollar - BAU rounded to nearest whole number

P6010505	**Public Participation and Outreach**			
	Coordinate Countywide Educational Outreach Events	0.01	$1,009	$5,000
	Develop/distribute Public Outreach Materials	0.02	$3,707	
	General Public	0.01	$1,221	$35,000
	Ethnic Communities (180 days)	0.01	$1,221	$30,000
	Website	0.03	$4,782	
	Behavioral change assessment (365 days)	0.01	$1,970	$25,000
	Pollutant specific outreach (180 days)	0.01	$2,070	$30,000
	School outreach (plan due in 90 days)	0.01	$2,070	$40,000
	Citizen Advisory Groups (365 days)	0.03	$5,686	
	SUBTOTAL	**0.15**	**$23,736**	**$165,000**
P6010506	**Special Studies and Reports**	0.00		
	Low Impact Development Study	0.01	$2,329	$17,388
	Hydromodification Study	0.01	$2,329	
	Bight Study	0.07	$12,277	
	Regional Bioassessment Study	0.16	$26,019	$125,000
	~~MAL Assessment Report Template~~	0.00	$0	
	Pyrethroids ($75,000 2 times in permit cycle)	0.01	$1,627	
	SUBTOTAL	**0.27**	**$44,582**	**$142,388**
P6010508	**Funding Options Development**			
	Funding Options Development	0.00	$0	$50,000
	SUBTOTAL	**0.00**	**$0**	
P6010510	**Public Infrastructure**			
	CRV Grant Application and Reporting		$5,710	
	Coordinate training	0.00	$523	$500
	Standardized pesticide protocols	0.00	$523	
	Updates on regulations and rulings	0.00	$523	
	SUBTOTAL	**0.01**	**$1,570**	**$500**
P6010511	**Construction**			
	Coordinate training	0.00	$523	
	Updates on regulations and rulings	0.01	$2,617	
	SUBTOTAL	**0.01**	**$3,140**	**$0**
P6010512	**Land Development**			
	Update to Guidance Manual	0.02	$5,233	$60,000
	Low Impact Development	0.00	$0	
	Peak flow control criteria	0.00	$0	
	BMP maintenance and cost	0.00	$0	
	Expected pollutant removal	0.00	$0	
	Observed local effectiveness data	0.00	$0	
	Integrated water resource planning	0.00	$0	
	Development/CIP Training	0.02	$5,233	$10,000
	Watershed Specific Hydromod Control Plans	0.02	$5,233	
	Mitigation Funding Management Framework	0.01	$3,140	$40,000
	BMP Tracking Database	0.02	$5,233	
	SUBTOTAL	**0.10**	**$24,073**	**$110,000**
P6010513	**Business Assistance**			
	Business Assistance Program	0.02	$2,855	$5,000
	Develop/distribute Public Outreach Materials	0.01	$1,808	
	retail auto supply	0.00	$0	$15,000
	home improvement stores	0.00	$0	$15,000
	pet shops	0.00	$0	$15,000
	Corporate outreach program	0.01	$2,332	
	Critical Source Database	0.02	$3,117	
	Model inspection forms	0.01	$1,970	
	SUBTOTAL	**0.07**	**$12,081**	**$50,000**
P6010514	**Illicit Discharge**			
	Discharge Tracking Format (2 years)	0.03	$4,663	
	Storm Drain Mapping (GIS)	0.01	$2,070	
	Connection Tracking	0.00	$533	
	SUBTOTAL	**0.04**	**$7,266**	
	TOTAL	**4.64**	**$802,244**	**$1,527,488**
	General Contigencies			**$150,000**
	GRAND TOTAL			**$2,479,732**