



**STAFF REPORT
TOWN COUNCIL MEETING OF AUGUST 12, 2014
CONSENT ITEM**

TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL

FROM: BRIAN FRAGIAO, DIRECTOR OF PUBLIC WORKS

DATE: AUGUST 1, 2014

**RE: MEMORANDUM OF UNDERSTANDING REGARDING COST SHARING FOR A
LOW IMPACT DEVELOPMENT STANDARD MANUAL FOR WESTERN
PLACER COUNTY**

Recommendation:

Adopt Resolution accepting and entering into a Memorandum of Understanding (MOU) Agreement to partner with other regional jurisdictions to prepare a Low Impact Development Standard Manual as required by the Municipal Small Separate Storm Sewer System Phase II Program in an amount not to exceed \$5,000.

Issue Statement and Discussion

As directed by the State of California and the State Regional Water Quality Control Board, the Town is required to possess a National Pollutant Discharge Elimination System (NPDES) Statewide General Permit for Phase II jurisdictions. Under the NPDES permit, the Town is required to adopt and implement a Low Impact Development (LID) Standard designed to reduce runoff, treat storm water, and provide baseline hydromodification management.

For the past six months, staff has been in discussions with the Placer Regional Stormwater Coordination Group (PRSCG) to develop a MOU to prepare a Low Impact Development Standards Manual for the region. Placer County is the lead on this effort and has received Federal Funding to pay for a portion of the LID preparation. The Town would be required to contribute 3% of the total cost or \$3,129. This is a tremendous deal when you consider the total cost for the engineering services will be \$104,286. The Town attorney has reviewed and commented on the MOU and Placer County has addressed his concerns.

As soon as all jurisdictions have received Council/Board approval, the agreement will be signed and the work started.

CEQA Requirements

This project is exempt under the California Environmental Quality Act (CEQA) Sections 15306 Class 6, "Information Collection", 15307 Class 7, "Actions by Regulatory Agencies for Protection

Financial and/or Policy Implications

The \$5,000 will come from the General Fund Public Works/Engineering Contract Services Account. Should additional money be required, staff will come back to Council for approval. Currently there is \$10,000 set aside in the General Fund Public Works/Engineering Contract Services Account.

TOWN OF LOOMIS

RESOLUTION NO. 14-

RESOLUTION TO ACCEPT AND ENTER INTO THE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT TO PARTNER WITH OTHER REGIONAL JURISDICTIONS TO PREPARE A LOW IMPACT DEVELOPMENT STANDARD MANUAL AS REQUIRED BY THE MUNICIPAL SMALL SEPARATE STORM SEWER SYSTEM PHASE II PROGRAM IN AN AMOUNT NOT TO EXCEED \$5,000.

WHEREAS, the State of California and State Regional Water Quality Control Boards, adopted National Pollutant Discharge Elimination System (NPDES) Statewide General permit number CAS000004 CA, Order # 2013-0001-DWQ, the Storm Water Permit (SWP) on February 5, 2013; and

WHEREAS, each Party has expressed intent to comply with the State Order of said general permit and has applied for a separate NPDES permit to cover its jurisdiction; and

WHEREAS, the General Permit requires the Permittee to adopt and implement standards that require all Regulated Projects to implement low impact development (LID) standards designed to reduce runoff, treat storm water, and provide baseline hydromodification management; and

WHEREAS, the Parties understand the benefit of group participation in the development of the LIDSM portion of the County RFP (See Exhibit A - tasks 2-4) and further agree that a LIDSM for Western Placer County achieves common goals, provides consistent direction and implementation of LID concepts, and reduces individual jurisdictional project implementation costs; and

WHEREAS, the Town's portion of funding for the LID Standards will come from the General Fund Public Works/Engineering Contract Services Account; and.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Loomis accept and enter into the Memorandum of Understanding (MOU) Agreement to partner with other regional jurisdictions to prepare a Low Impact Development Standard Manual as required by the Municipal Small Separate Storm Sewer System Phase II Program in an amount not to exceed \$5,000.

PASSED AND ADOPTED by the Council of the Town of Loomis this 12th day of August, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

Town Clerk

Brian Fragiao

To: Mary Keller
Subject: RE: SW Design Manual - MOU

From: Mary Keller [<mailto:MKeller@placer.ca.gov>]
Sent: Friday, May 30, 2014 3:19 PM
To: 'Kraft, Chris'; Candace Rousselet; Brian Fragiao; 'rsiren@comcast.net'
Cc: Bob Costa; Bernie Schroeder (bschroeder@auburn.ca.gov)
Subject: RE: SW Design Manual - MOU

Hi All,

Well, I agree with Chris that we need to work this together. I called the contractor and there really isn't much to change on the contract if we wish to meet our permit requirements. I was however able to go over the contract with our planning department and found a couple of items that should be covered through there grant so the total for our share has been reduced to \$94, 805 plus 10% contingency (total of \$104,286). With the new breakdown in percentages (total without rocklin) here is a total amount for each jurisdiction (it includes the 10% contingency). Please let me know if this is acceptable arrangement for us to all take to our perspective boards/counsels for approval of the mou. I have attached the new mou without rocklin and with the new totals.

\$ 6,257	Auburn	6%
\$ 3,129	Loomis	3%
\$ 59,443	Roseville	57%
\$ 35,457	Placer County	34%

*Mary Keller, PE, CFM, QSD
County of Placer
Stormwater and Floodplain Program Coordinator*

DRAFT

**MEMORANDUM OF UNDERSTANDING REGARDING COST SHARING
FOR A LOW IMPACT DEVELOPMENT STANDARD MANUAL FOR
WESTERN PLACER COUNTY
AS REQUIRED BY
MUNICIPAL SMALL SEPARATE STORM SEWER SYSTEM
PHASE II PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered this _____ day of _____, 2014, by and between the following public agencies, (referred to individually as "Party" and collectively as "Parties");

Placer County, a political subdivision of the State of California;
City of Roseville, a municipal corporation of the State of California;
Town of Loomis, a municipal corporation of the State of California;
City of Auburn, a municipal corporation of the State of California;
City of Rocklin, a municipal corporation of the State of California.

RECITALS

WHEREAS, the State of California and State Regional Water Quality Control Boards, adopted National Pollutant Discharge Elimination System (NPDES) Statewide General permit number CAS000004 CA, Order # 2013-0001-DWQ, the Storm Water Permit (SWP) on February 5, 2013; and

WHEREAS, each Party has expressed intent to comply with the State Order of said general permit and has applied for a separate NPDES permit to cover its jurisdiction; and

WHEREAS, the General Permit requires the Permittee to adopt and implement standards that require all Regulated Projects to implement low impact development (LID) standards designed to reduce runoff, treat storm water, and provide baseline hydromodification management; and

WHEREAS, the Placer County Planning Department was awarded \$100,000.00 in Federal grant funds from the Fiscal Year 2013 Cooperative Endangered Species Conservation Fund Non-traditional Habitat Conservation Planning Assistance Program and will be developing a Low Impact Development Standard Manual (LIDSM) as part of the Placer County Conservation Plan (PCCP) with applicability to all of western Placer County, and will be updating other County related ordinances and codes that will be affected by implementation of the LID manual; and,

WHEREAS, the Placer County Planning Department has issued a Request for Proposals (RFP No. 10346) to hire a Consultant for the review of current County Resources and Development Code revisions, and the Development of a LIDSM; and,

WHEREAS, the Parties understand the benefit of group participation in the development of the LIDSM portion of the County RFP (See Exhibit A - tasks 2-4) and further agree that a LIDSM for Western Placer County achieves common goals, provides consistent direction and implementation of LID concepts, and reduces individual jurisdictional project implementation costs; and

WHEREAS, each Party remains solely responsible for the implementation of their individual permit including review of jurisdictional codes/ordinances and adoption of LIDSM;

NOW THEREFORE, the Parties hereto agree as follows:

Section 1 – Participation

Participation in the development of the LID Design Manual, Public Outreach, and Staff Training (Tasks 2-4) for this particular element of the SWP will be at the will and direction of the individual Party. Costs associated with Tasks 2-4 of this undertaking will be shared between the participating jurisdictions per Section 2 below. Individual jurisdictional work outside the scope of work as defined in Tasks 2-4 will be the sole responsibility of that jurisdiction and not part of this MOU.

Participating Parties will be given the opportunity to be part of working groups and discussions regarding the LIDSM, and will be able to provide comments on incremental Consultant’s work products and final draft documents. All parties to the MOU will receive a final LIDSM, associated modeling documentation, and access to training.

Section 2 - Cost Sharing

It is understood that Tasks 2-4 of the RFP for the design manual being undertaken by Placer County will benefit each participating Party. Task 1 is applicable only to Placer County and will not be part of the shared cost equation. The Federal Grant Money (\$100,000) will be used to pay for all of Task 1, with the remaining sum applicable toward those tasks in 2-4 which directly apply to the PCCP. The total contract will be \$217,792.00 with costs attributed to the LIDSM in an amount not to exceed \$113,269 plus a 10% contingency (\$11,327) will be proportionately shared between the participating parties on a pro-rata basis as a percentage of population to the combined population of the participating Parties. The population of a Party’s NPDES permit area is determined using the 2010 Local Census Data for the Phase II Permit Areas. (Only the populations within the permit areas have been counted) as shown below;

PARTY	2010 CENSUS	
Auburn	13,330	5%
Loomis	6,430	3%
Rocklin	56,974	22%
Roseville	115,781	44%
Placer County	68,777	26%

Requests for Proposal cost estimates for the LIDSM shall include, but not be limited to the following;

- Consultant Services
- Shared Modeling Documentation
- Workshops and Training

Each party shall have a designated and duly authorized signatory to accept the responsibilities and cost obligation associated with participation in a development manual. Shared costs will not to exceed \$113,269 plus 10% contingency (\$11,327) which will be attributed to the cost sharing formula as shown in Section 2.

Prior to the Consultant starting work for the contract, each participating Party shall submit to the Placer

County Planning Department a deposit in the amount of 50% of their pro-rata share for the Consultant's work associated with the development of the LIDSM based on the prepared cost estimate. As work program costs accrue, additional deposits may be required. Additional deposits will be payable within 30-days of request from the Planning Department. At the conclusion of each section of work, the Planning Department shall assess final costs and bill the Parties for any amount due, or refund their pro-rata share of deposits. Final costs will be payable within 30-days. Final close out documents will include the following:

1. The original invoice for the shared costs
2. Copies of all relevant invoices from consultants
3. Copies of contracts and other documents setting forth the conditions and specifications for the item of work or product delivered.

Each Party understands and agrees that any internal costs or expenses incurred by a Party shall be the sole responsibility of that Party unless otherwise approved for payment as a shared cost item.

Section 3 - Execution:

This MOU may be executed by the Parties in separate counterparts and pdf of facsimile signatures may be accepted and treated as originals.

Section 4 - Amendments:

This MOU can only be amended in writing with all parties signatory to the amendment.

Section 5 - Term / Termination:

This MOU shall have a term of two (2) years effective on the date signed by the Parties. Each Party shall be responsible for its share of costs incurred through the final termination date.

Section 6 – Notices:

Any notices to parties required by this MOU shall be delivered personally or mailed, U.S. first class, postage prepaid, addressed as follows: Either party may amend its address for notice by notifying the other party in writing.

The City of Rocklin
3970 Rocklin Rd.
Rocklin, Ca. 95677

Placer County
Department of Public Works
Stormwater Quality
3091 County Center Drive, Ste 220
Auburn, CA 95603

City of Roseville Development Services
Stormwater Program
311 Vernon Street
Roseville, CA 95661

The City of Auburn
1225 Lincoln Way
Auburn, CA 95603

The Town of Loomis
3665 Taylor Road
Loomis, CA 95650

Section 7 - Severability:

If any of the provisions contained in this MOU is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.

Section 8 - Access to Records:

Duly authorized representatives of all Parties shall have right of access during normal business hours to all other Parties' files and records relating to the services performed hereunder, and may review the files and records when draft documents are released for review to Placer County.

Section 9 - Integrated Agreement:

This is an integrated agreement, and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

Section 10 – Venue and Governing Law:

Any action arising out of this MOU shall be brought in Placer County, California, regardless of where else venue may lie. This MOU shall be governed by and construed in accordance with the laws of the State of California.

Section 11 – Mutual Indemnity:

It is understood and agreed that, pursuant to Government Code §895.4, that all parties to this Memorandum of Understanding agree to defend, indemnify and save harmless all other parties to this agreement, including their officers, employees and volunteers, from all claims, suits, or actions every nature, kind and description brought for or on account of injury (as defined in Government Code §810.8) occurring by reason of anything done or omitted to be done by the indemnifying party under this Memorandum of Understanding.

Section 12 – Third Parties:

Nothing within the provisions of this Memorandum of Understanding is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to this Agreement by imposing any standard of care with respect to the subject of this Agreement and nothing in this Agreement shall be construed as a waiver of any available defense or immunity available to any party.

Section 13 - General Provisions:

A. The duly authorized signatories represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this MOU on behalf of the respective Parties. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

B. Each Party understands and agrees that there is no agency relationship between the Parties. It is further understood and agreed by the Parties that any persons employed by each Party shall be entirely and exclusively under the direction, supervision, and control of the employing Party, and that the individual Parties are solely responsible for compliance with the individual NPDES permit within their respective jurisdiction.

CITY OF ROSEVILLE

By: _____
Its: City Manager

DATE _____

APPROVED AS TO FORM:

By: _____
Its: Attorney

COUNTY OF PLACER

By: _____
Director of Public Works

DATE _____

APPROVED AS TO FORM:

By: _____
Its: Attorney

~~**CITY OF ROCKLIN**~~

~~By: _____
Its: City Manager~~

~~DATE _____~~

~~APPROVED AS TO FORM:~~

~~By: _____
Its: Attorney~~

CITY OF AUBURN

By: _____
Its: Director of Public Works

DATE _____

APPROVED AS TO FORM:

By: _____
Its: Attorney

TOWN OF LOOMIS

By: _____
Its: City Manager

DATE _____

APPROVED AS TO FORM:

By: _____
Its: Attorney

EXHIBIT A

Request for Proposals: Development of a Low Impact Development Standard Manual and Development Code Revisions
RFP No. 10346
Excerpts from RFP

5.0 SCOPE OF SERVICES

Task 1 – Review and Assessment of County Resources

Product: Conduct an initial assessment of County documents, such as the County's grading, stormwater quality, and zoning ordinances, land development standards, Storm Water Management Manual, flood damage prevention ordinance, building codes, road standards, pre and initial development application requirements and other public information material, for consistencies and obstacles to LID as well compliance with the Phase II NPDES Permit. Also evaluate the LID Guidebook, PCCP conservation strategy, CARP documents, Phase II NPDES requirements. Based on this assessment prepare a list of recommended changes to County Code. This is a County only task and this RFP does not include the review of incorporated cities codes or documents as a task.

Task 2 – Public and Stakeholder Outreach

Product: With dedicated assistance from County staff in scheduling and coordinating meetings, the consultant will participate in opportunities for citizen input and public participation throughout the process. Input and participation will come from a variety of sources, including the Department of Public Works, Facility Services Department, the Engineering and Service Division and the Planning Services Division as well as state/federal resource agency staff and other jurisdictions within the County.

Task 3A – Low Impact Development Standards Manual Development

Product: Create a Low Impact Development Standards Manual with LID selection worksheet for western Placer County that provides the necessary standards for regulatory coverage as described in the PCCP and the State Phase II NPDES Permit requirements. The LID Standards Manual must address post construction storm water management requirements as stated in Section E.12 including a post construction storm water management program that addresses requirements for site assessment, analysis of drainage management areas, numeric sizing criteria for storm water retention and treatment, site design measures, source control measures, storm water treatment measures, and baseline hydromodification management measures.

This Manual will use the 2012 Low Impact Development Guidebook and the draft Stormwater Quality Design Manual Integrated Design Solutions for Urban Development (Sacramento County, 2013) as a source of information but will become its own standalone document that includes photographic illustrations, illustrated drawings and typical sections that are specific to the western Placer region. The Manual shall also address operation and maintenance for LID facilities. The final work product shall include a MS Word document as well as a print ready Adobe Portable Document Format (PDF) and a PDF that is optimized for the internet.

Task 3B Modeling Software and Staff Training

In addition to the LID Standards Manual, the final product shall include an option for staff training and public software modeling. The software modeling shall provide the ability to print out results in a format acceptable to the County as a LID Plan that can be used in a pre-

development meeting or with an initial development application. The LID Plan will be the basis for the County to determine if the regulated project is being designed to the extent feasible as required by the PCCP and Phase II NPDES Permit.

Task 4 – Reporting and Coordination with County staff

Product: Consultant will attend regular meetings with County staff and provide all necessary documentation required to complete the Section 6 grant quarterly reporting, included monthly invoices.