
SPECIAL BOARD MEETING AGENDA

DATE: August 5, 2021
TIME: 10:00 a.m.
PLACE: This meeting will be held remotely, and the public is invited to attend online or via phone. Join via computer on Zoom at:

<https://us02web.zoom.us/j/81118933114>

If your computer does not have a microphone or speakers, you may need to call in. Dial (669) 900-6833 or (346) 248-7799 and enter ID: [81118933114](https://us02web.zoom.us/j/81118933114)

Coronavirus (COVID-19) Advisory Notice

In compliance with local and state shelter-in-place orders, and as allowed by Executive Order N-29-20 (March 17, 2020), the MGSA will not offer an in-person meeting location for the public to attend this meeting. Members of the Board and staff may participate in this meeting via teleconference. Members of the public are encouraged to participate remotely as identified above.

How to Provide Comment

Before the meeting: Email or text your comments to Executive Officer Michael Frank at mfrank@marinipas.org no later than 4:00 P.M. on the Wednesday prior to the meeting, and they will be forwarded to the MGSA Board and included in the public record. Please be sure to indicate the agenda item you are addressing.

During the meeting: Email or text your comments during the meeting to Executive Officer Michael Frank at mfrank@marinipas.org indicating the agenda item in your email subject line. Comments must be received before the President announces that the time for public comment on that agenda item is closed. Email comments submitted during the meeting will be read into the record (not to exceed three minutes).



August 5, 2021 MGSA Special Board Meeting Agenda

A. **Report from Executive Officer** (Frank)

B. **Public Comment**

Anyone wishing to address the Board on matters not on the posted agenda may do so. Each speaker is limited to two minutes. As these items are not on the posted agenda, the Executive Officer and members of the Board may only respond briefly but topics may be agendaized and taken up at a future meeting. Public input will be taken as part of each agendaized item.

C. [Approve Minutes of May 13, 2021 Regular Meeting](#) (All)

D. [Office of the District Attorney's Mediation Program Report Transmittal](#) (Frank)

E. [MCSTOPPP Amendment to Joint Exercise of Powers Agreement \(JEPA\)](#) (Carson)

CLOSED SESSION

F. **CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Paragraph (2) of Government Code Section 54956.9: (One potential case)**

END OF CLOSED SESSION AND REPORT OUT

G. **Adjournment**

NEXT SCHEDULED MEETING: [September 9, 2021](#)

NOTE: 1) A complete copy of the agenda packet is available on MGSA's website at <http://maringeneralservicesauthority.com>; 2) Subscribe to receive all future meeting agendas at MGSA's website home page.

BOARD MINUTES FOR MEETING OF MAY 13, 2021

As a result of the COVID-19 pandemic, the Board Meeting came to order on-line in compliance with orders, as allowed by Executive Order N-29-20 (March 17, 2020). The meeting started at 10:02 a.m.

MGSA Board Members Attending: President Greg Chanis, Vice President Andy Poster, and Members Chris Blunk, Adam McGill, and Craig Middleton were present. Members Angela Nicholson and Cristine Alilovich were absent.

Program Contractors Attending: Executive Officer Michael Frank, General Counsel Pat Richardson, and Contractors Wayne Bush, Bob Brown, and Maureen Chapman.

A. Report from Executive Officer

The Executive Officer reported on activities since the last meeting. In particular, he mentioned:

- Administration
 - Appreciation letter sent to Sean Condry for his years of service to the MGSA Board and a copy to the San Anselmo City Manager
 - Activities related to the move out of offices and a new, less expensive working model with TAM
- Taxi
 - Ongoing discussions regarding enforcement
 - All companies and drivers set to renew in July
- Telecommunications
 - There are 12 AT&T pole reservations, all in Novato. Working with DC Electric/Bob Brown/AT&T to monitor process
- CATV
 - Executive Director provided a presentation to the CMCM Board on Digital Marin.
- Digital Marin County-wide Strategic Broadband Planning Effort
 - Wrapped up facilitating Working Group on governments and emergency management interests

B. Public Comment

There was one public comment read by the Executive Officer from Kevin Carroll, Sausalito Taxi (attached to these minutes).

C. Board Meeting Minutes of March 11, 2021 Board Meeting

Motion by Middleton, seconded by McGill to approve the minutes. Motion was approved 5 – 0 – 2 with Alilovich and Nicholson absent.

D. Fiscal Year 2021/22 MGSA Operating Budget and Work Plan

Executive Officer Frank presented the Proposed Operating Budget and Work Plan for FY 2021/22 (presentation attached to minutes).

Following Board questions and discussion, a motion to approve Resolution 2021 - 06 adopting the FY 2021/22 Budget and Workplan as presented was made by Poster and seconded by McGill. The resolution was passed 5 – 0 – 2 with Alilovich and Nicholson absent.

E. Receive the Community Media Center of Marin's (CMCM) Budget and Capital Plan for July 2021 through June 2022


Executive Officer Frank provided an introduction of the item. No action was recommended or taken.

F. Abandoned Vehicle Abatement Program 10-Year Renewal and Authorization to April 2032

Following Board questions and discussion, a motion to approve Resolution 2021 - 07 extending the Marin County Abandoned Vehicle Abatement program and fee until April 2032 was made by Middleton and seconded by Blunk. The resolution was passed 5 – 0 – 2 with Alilovich and Nicholson absent.

G. Adjournment

The meeting adjourned at 11:10 a.m.


Michael S. Frank, Executive Officer

Dear Board Members and Mr. Frank,

First I would like to thank Mr. Brown for his continuing work on bringing companies in compliance with the MGSA Taxi Regulation Program.

There is a shortage of UBER / LYFT drivers in Marin, so business has picked up a little. While the number of taxi companies and drivers has dropped I still see some formerly permitted drivers transporting “regulars” to airports and medical appointments. They are using private cars or former taxis that have had their magnetic signs removed. Word of Mr. Brown’s “sting” has gotten around and they are only answering phone calls from customers and hotel clerks already in their phone contacts.

While some of the drivers are afraid of Covid, the primary cause is drivers not wanting to lose their extended federal supplement Covid unemployment benefits. They are not sitting at home, but taking other cash (non reported) jobs or working delivery apps under assumed or relatives names. Two drivers have told me they are doing this and have seen others doing the same. This might continue until September when the benefits run out and taxi business picks up. All signs point to an uptick in illegal operations once California opens up in June.

The two most common current violations are of section E 3.c. of the Taxi Regulation Program, signage on the door, its size and business licenses.

- *Each Taxicab shall bear on the outside of at least one door on each side of the vehicle, in painted letters(*not magnetic) not less than five inches nor more than seven inches in height, the name of the Company; and, in addition, may bear an identifying design approved by the Executive Officer.*

Magnetic signs allows operators to switch from taxi to ride share operations (w/ congestion pricing) charging consumers higher rates than allowed for permitted taxis. It also makes it easier for them to use “out of service” (uninsured) taxis illegally. The recent Novato accident when people and property were damaged by an uninsured vehicle is an example.

Mr. Rawles never inspected the lettering or designs on taxis, as a result many do not comply with this regulation. It only has to be done in person once when the vehicle is first put into service.

Right now the number of taxis and companies is at its lowest in years. With the start of vehicle permitting at the end of June 2021 it is the perfect time to enforce sign size, type, and design “approved by the executive officer”.

The current 25 active taxis could be inspected before new permits are issued 6/31/21. 15 are at the North Bay Taxi office .5 mi from your office and the remaining 13 at the San Rafael Transit Center or your office .3 mi from the Transit Center.

Mr. Brown stated in your 2/25/21 letter he will be checking for Marin County and/or city business licenses with the company renewals.

In order to protect the companies that are complying with all of the regulations I suggest that you direct staff to inspect all of the currently operating taxis during the June renewal period to make sure they are complying with all regulations.

Thank you
Kevin Carroll, Sausalito Taxi

FY 2021/22 Budget and Workplan

May 13, 2021

Michael Frank, Executive Officer

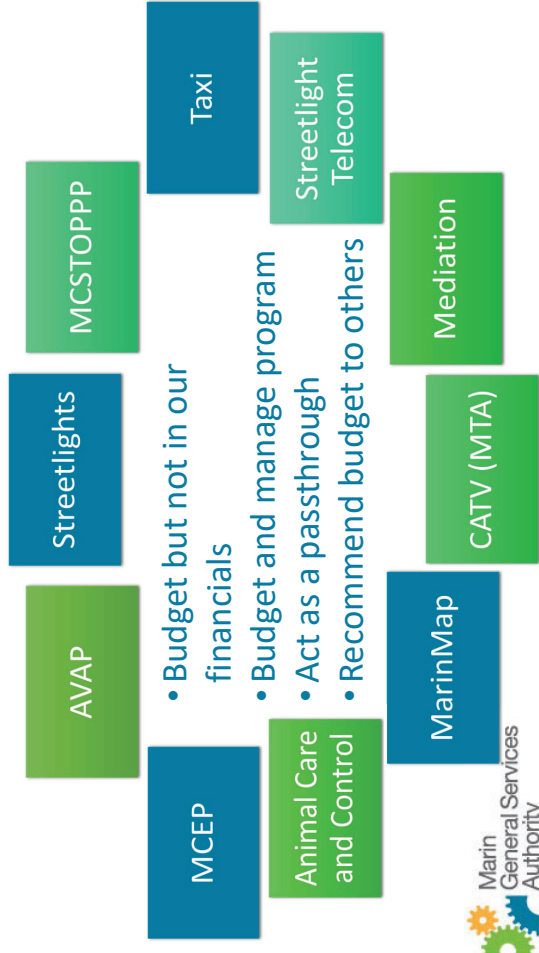


Presentation Overview

- Introduction
- Budget Overview
- FY 21/22 Challenges
- Program Budgets
- FY 21/22 Workplan



MGSA Budget Basics



MGSA Budget Basics

- 10 Programs and 6 Funds
- No employees
 - No separate HR, IT, Risk, etc. functions
- 7 Part time contractors (including General Counsel)
 - No benefits
 - No retirement
 - Minimal expenses
 - No vehicles
 - Gone virtual



Animal Care and Control – For Your Info

- Not part of MGSA Budget
 - Paid to manage contract
- For jurisdictions’ ease, we invoice and deposit into County accounts
 - Approximately 90% of amount invoiced jurisdictions is for Animal Care and Control
- Contractually obligated so minimal flexibility
- 1st year of 2-year contract
- No increase in contract dollar amount



Animal Control FYI

0.9%



	FY 20/21 Allocation	FY 21/22 Allocation	\$ Change	% Change
Belvedere	28,789	23,885	(4,904)	-17.0%
Corte Madera	107,947	113,007	5,060	4.7%
Fairfax	94,762	92,458	(2,303)	-2.4%
Larkspur	133,041	151,860	18,819	14.1%
Mill Valley	188,866	191,148	2,282	1.2%
Novato	733,323	701,917	(31,406)	-4.3%
Ross	30,894	28,932	(1,962)	-6.4%
San Anselmo	149,495	137,266	(12,229)	-8.2%
San Rafael	685,254	726,637	41,383	6.0%
Sausalito	99,738	117,578	17,840	17.9%
Tiburon	109,399	97,856	(11,543)	-10.6%
Total	\$2,361,509	2,382,543	21,034	0.9%

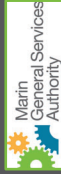
Big Budget Picture

- Budget Committee reviewed Budget on May 4
- Taxi permit revenue hole in FY 20/21 and only small amount projected in FY 21/22
- Membership support to MGSA **reduced by 3.2%**
 - CATV and MGSA General Fund expenditures continue decline
- MarinMap rate holiday for FY 21/22
- MCEP rates returning to \$2,500 per agency
- Return reserves to meet reserve policies
- Member non-program specific contributions increasing



All MGSA Programs

-3.2%



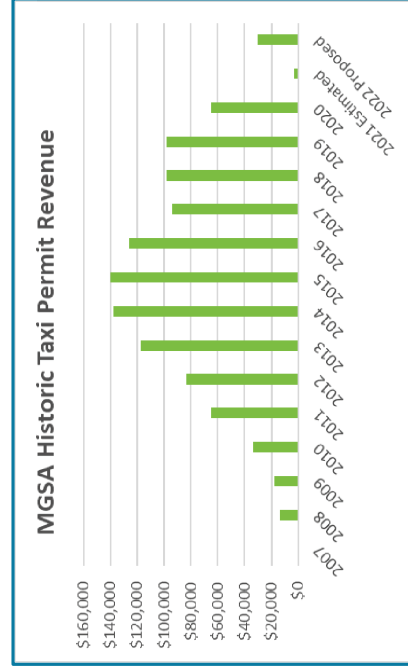
	Total 2020/21	Total 2021/22	Change	% Change
Belvedere	12,600	11,303	(1,297)	-10.3%
Corte Madera	30,481	26,513	(3,967)	-13.0%
County	149,744	151,146	1,402	0.9%
Fairfax	20,382	18,519	(1,863)	-9.1%
Larkspur	21,221	19,775	(1,447)	-6.8%
Mill Valley	42,726	39,501	(3,224)	-7.5%
Novato	60,625	67,233	6,608	10.9%
Ross	11,910	10,606	(1,304)	-10.9%
San Anselmo	35,712	31,443	(4,269)	-12.0%
San Rafael	128,860	127,021	(1,839)	-1.4%
Sausalito	27,765	23,484	(4,281)	-15.4%
Tiburon	32,458	29,344	(3,113)	-9.6%
Total	\$574,482	\$555,889	(18,593)	-3.2%

General Fund Revenue (no MCEP)

	Adj Budget 2020/21	Est Actual 2020/21	Proposed 2021/22	Bud 20/21 vs 21/22 Prop
Beginning Fund Balance	50,079	53,433	47,361	
Revenues				
Member Contributions	190,000	190,000	260,000	70,000
Taxicab Permit Fees	75,000	3,500	30,000	(35,000)
Management/Overhead Fees	47,440	47,440	48,909	1,469
Telecommunication Fees	30,000	15,000	30,000	-
Interest	5,000	2,500	3,000	(2,000)
Total Revenue	\$347,440	\$258,440	\$371,909	\$(24,469)



MGSA Historic Taxi Permit Revenue

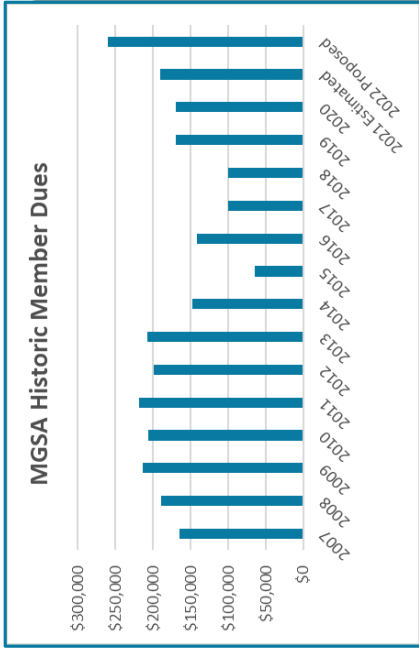


General Fund Revenue (no MCEP)

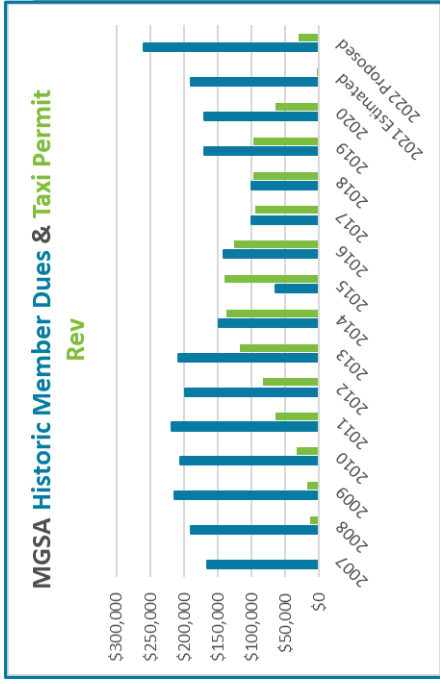
	Adj Budget 2020/21	Est Actual 2020/21	Proposed 2021/22	Bud 20/21 vs 21/22 Prop
Beginning Fund Balance	50,079	53,433	47,361	
Revenues				
Member Contributions	190,000	190,000	260,000	70,000
Taxicab Permit Fees	75,000	3,500	30,000	(45,000)
Management/Overhead Fees	47,440	47,440	48,909	1,469
Telecommunication Fees	30,000	15,000	30,000	-
Interest	5,000	2,500	3,000	(2,000)
Total Revenue	\$347,440	\$258,440	\$371,909	\$(24,469)



Member Non-Program Specific Contributions



Member Dues & Taxi Revenue



General Fund Expenditures (no MCEP)

Expenditures	Adj Budget 2020/21	Est Actual 2020/21	Proposed 2021/22	Bud 20/21 2021/22
Insurance	15,000	6,137	10,000	(5,000)
Contract Services	277,586	200,328	282,384	4,798
Legal	25,000	23,325	25,000	-
Audit/Accounting	15,500	15,500	15,500	-
Rent	9,000	8,736	2,400	(6,600)
Office Expense	15,000	10,486	13,000	(2,000)
Total Expenditures	\$357,086	\$264,512	\$348,284	\$(8,802)
Net	(9,646)	(6,072)	23,625	
Ending Fund Balance	40,433	47,361	70,986	

NOTE: Return reserves to policy.

Abandoned Vehicle Fund

	Adj Budget 2019/20	Est Actual 2019/20	Proposed 2020/21	Bud 19/20 vs 19/20 Prop
Beginning Fund Balance	\$28,162	\$31,232	\$15,860	(\$12,302)
Revenue				
DMV Reimbursement	1000	1,100	1,000	-
Interest	260,000	244,528	260,000	-
Total Revenue	\$261,000	\$245,628	\$261,000	-
Expenditures	Adj Budget 2019/20	Est Actual 2019/20	Proposed 2020/21	Bud 19/20 vs 19/20 Prop
Program Administration	12,000	12,000	12,000	-
Jurisdiction Payments	270,000	249,000	249,000	(21,000)
Total Expenditures	\$282,000	\$261,000	\$261,000	(\$21,000)
Net	(\$21,000)	(\$15,372)	\$0	\$21,000
Ending Fund Balance	\$7,162	\$15,860	\$15,860	\$8,698

Marin Climate & Energy Partnership

	Budget 2020/21	Est. Actual 2020/21	Proposed 2021/22	Bud 20/21 vs 20/21 Prop
Beginning Fund Balance	\$ 94,376	\$ 56,934	\$ 33,361	
Revenue				
Member Contributions	\$ 22,500	\$ 22,500	\$ 37,500	\$ 15,000
County Grant/PG&E	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
TAM Grant	\$ 54,000	\$ 8,700	\$ 45,300	\$ (8,700)
Total Revenue	\$101,500	\$ 56,200	\$107,800	\$ 6,300
Expenditures				
Executive Officer/Overhead	\$ 7,000	\$ 7,000	\$ 7,000	\$ -
Contract Services	\$129,550	\$ 72,773	\$ 96,662	\$ (32,889)
Total Expenditures	\$136,550	\$ 79,773	\$103,662	\$ (32,889)
Net	\$ (35,050)	\$ (23,573)	\$ 4,139	
Ending Fund Balance	\$ 59,326	\$ 33,361	\$ 37,500	



Marin Map

	Adj Budget 2020/21	Est Actual 2020/21	Proposed 2021/22	Bud 20/21 vs 21/22 Prop
Beginning Fund Balance	213,363	230,883	242,163	
Revenue				
Member Contributions	108,000	108,000	-	(108,000)
Interest	4,000	4,000	3,000	(1,000)
Total Revenue	\$112,000	\$112,000	\$3,000	\$(109,000)
Expenditures				
Executive Officer/Overhead	7,000	7,000	7,000	-
Program Administration	32,640	32,640	32,640	-
Other Contract Services	78,000	52,080	73,000	(5,000)
Projects	102,000	9,000	87,000	(15,000)
Total Expenditures	\$219,640	\$100,720	\$199,640	\$(20,000)
Net	\$(107,640)	\$11,280	\$(196,640)	
Ending Fund Balance	\$105,723	\$242,163	\$45,523	

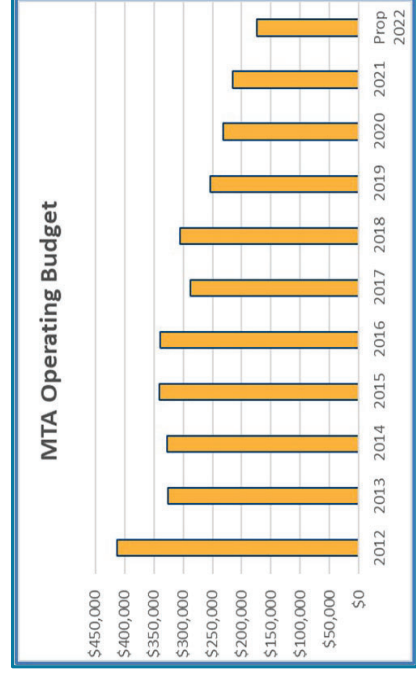


CATV Operating Fund

	Adj Budget 2020/21	Est Actual 2020/21	Proposed 2021/22	Bud 20/21 vs 21/22 Prop
Beginning Fund Balance	\$35,000	\$93,924	\$93,924	
Revenue				
Interest	5,000	2,000	2,000	(3,000)
Franchise Fees	3,500,000	3,125,000	3,300,000	(200,000)
Other Revenue	8,200	8,234	8,200	-
Total Revenue	3,513,200	3,135,234	3,310,200	\$(203,000)
Expenditures				
MGSA/Program Administration	45,929	45,929	45,929	-
Broadband for Jurisdictions	20,000	19,476	20,000	-
Professional Services	101,071	61,600	95,600	(5,471)
Other Expenses	48,500	45,000	13,000	(35,500)
Jurisdiction Payments	3,297,700	2,963,229	3,135,671	(162,029)
Total Expenditures	\$3,513,200	\$3,135,234	\$3,310,200	\$(203,000)
Net				
Ending Fund Balance	\$35,000	\$93,924	\$93,924	



MTA / CATV Operating Budget



CATV PEG Fund



	Adj Budget 2020/21	Est Actual 2020/21	Proposed 2021/22	Bud 20/21 vs 21/22 Prop
Beginning Fund Balance	\$0	\$972	\$972	
Revenue				
Interest	500	320	500	-
PEG Fees	750,000	675,519	750,000	-
Total Revenues	\$750,500	\$675,839	\$750,500	\$0
Expenditures				
Community Media Center Contract	750,000	675,519	750,500	
Total Expenditures	\$750,000	\$675,519	\$750,500	\$0
Net	\$500	-\$320	\$0	
Ending Fund Balance	\$500	\$1,292	\$972	

MGSA Workplan FY 21/22

May 13, 2021



Questions and Answers

MGSA Budget and Workplan

May 13, 2021

maringeneralservicesauthority.com





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San Rafael, CA 94901
415.446.4428
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MEMORANDUM

DATE: May 13, 2021
TO: MGSA Board of Directors
FROM: Michael S. Frank, Executive Officer
SUBJECT: Office of the District Attorney's Mediation Program Review

Recommendation

Receive and file the report entitled *Marin Managers Association (MMA) and Marin General Services Authority (MGSA) Report: Mediation Program Review*.

Background

The Consumer Protection Unit of the Marin County District Attorney's Office Mediation Program handles consumer-business disputes, animal, neighborhood, and landlord-tenant disputes among others. It also provides education to consumers, retailers, neighbors, landlords, tenants, and others and is a public resource for consumer rights information. This program is offered and available to residents of Marin who have experienced some difficulty in a business transaction or other dispute and assists the parties in an effort to obtain a resolution of their dispute, short of going to court.

All Marin's jurisdictions pay for this program. MGSA's primary role is allocation of costs, invoicing, and collection of funds as well as coordinating communications with the Marin Managers' Association for the District Attorney's Annual Report regarding the program.

Attachment

D1 Marin General Services Authority (MGSA) and Marin Managers Association (MMA)
Report: Mediation Program Review



OFFICE OF THE DISTRICT ATTORNEY
MARIN COUNTY, CALIFORNIA

Agenda Item D

Prevention ★ Prosecution ★ Protection

Lori E. Frugoli
District Attorney

Rosemary Slote
CHIEF DEPUTY DISTRICT
ATTORNEY

Dori K. Ahana
CHIEF DEPUTY DISTRICT
ATTORNEY

Peggy M. Toth
CHIEF, FINANCE
AND ADMINISTRATION

June 28, 2021

Mr. Greg Chanis, Board President
Tiburon Town Manager
1505 Tiburon Boulevard
Tiburon, CA 94920

Re: Marin General Services Authority (MGSA) and Marin Manager Association (MMA) Report: Mediation Program Review

Dear Mr. Chanis:

I am forwarding our 2020 annual report regarding the District Attorney Consumer Mediation Program to you as both the President of the Marin General Services Authority and the current Chair of the Marin Managers Association.

The Consumer Mediation Program is the only County of Marin program providing no out-of-pocket cost mediation services for all the cities, towns and unincorporated areas in Marin County. As such, we are proud to offer this service to Marin County residents.

In our last report to the MMA and MGSA dated April 29, 2020, for the 2019 calendar year, our statistics reflected decreases in the number of calls received, online submissions, e-mail contacts, Spanish calls received, walk-ins, and recovery from mediation as compared to the previous year of operation. However, the actual number of cases we opened increased, as did our mailed correspondence, cases closed and face-to-face mediations conducted.

2020 Statistics

Obviously, given the Covid-19 pandemic, business practices, services provided and execution of duties changed across the board, which had a marked effect on 2020's statistics and changes in service categories. There was a sharp decline in several categories including calls received (33%) and mailed correspondence (38%). Our office saw an overall decrease in cases opened (27%), as well as cases closed (32%). Electronic submissions experienced a very slight decline of 2%. Most notably, there was an obvious and significant decrease in walk-ins (83%) and in-person mediations conducted. These changes are not necessarily alarming, as they reflect the state of the

MGSA/MMA Report
June 28, 2021
Page Two

economy and business closures across the country. For most of the calendar year, our office's lobby was closed to the public so the decline in walk-ins was to be expected. The lobby has recently re-opened and we have already seen a return to residents coming in requesting services.

On another note, there was a significant increase in the number of e-mail contacts (+53%), and Spanish-language calls received (+11%). The increase in e-mail contacts reflects the trend towards paperless, convenient communication and we are happy to see our unit's adaptation to new ways of conducting business and communicating with Marin residents. We are equally pleased with the increased number in Spanish-language calls, demonstrating that our increased outreach to this demographic is achieving success. These differences can be seen in Exhibit A.

The decrease in in-person mediations, as well, is not surprising as our office was closed to the public the majority of the year. The local and statewide moratoriums on evictions and allowances for rent waivers appear to have contributed to the decrease in anticipated requests for in-person mediations related to landlord-tenant issues; however, the demand for other mediation services for these issues increased. While in-person mediations were not feasible during our Covid-related office modification, the mediation program pivoted to using virtual platforms to conduct face-to-face mediations with parties. While experiencing the usual bumps in the road that come with adopting new ways of doing business, we believe it has been a successful transition and, in some instances, has allowed for more ease of scheduling as parties do not have to travel for our office for scheduled mediations.

Despite the decrease in numbers of calls received and cases opened, overall, we saw a slight *increase* in the amount of monetary recovery from mediations (+3%).

Unlike the two previous years which found landlord-tenant issues leading the categories of services requested, for the 2020 calendar year it was edged out by the personal belongings category (53 cases versus 52 landlord-tenant category cases). While personal belongings was the single most-reported category, when one removes cases handled by the mediation program which do not comprise actual mediations (Bad Check Program, Parking Ticket Appeals, and Environmental, which total 106 cases), the number of housing-related mediations comprise a total of 25% (Landlord-Tenant and Rental Housing Dispute Resolution Program) of all cases handled by the program. Last year's statistic was 52% of cases. This statistic reflects changes in the

MGSA/MMA Report
June 28, 2021
Page Three

Marin rental housing market likely centering largely around issues stemming from the Covid-19 pandemic.

There was an incredibly sharp increase in the number of financial category service requests received (+177%). A significant number of these cases involved tickets purchased for events and travel that were canceled due to the pandemic, and we were able to help several citizens receive refunds in these matters. As well, we saw citizens engaging online more, and increased issues with online businesses and ordering. See Exhibit B.

Bad Check Diversion Program

Effective May 15, 2020, the Marin County Bad Check Diversion Program was discontinued due in large part to a significant decrease in requests for this service year after year. We issued correspondence in late May 2020 to local businesses informing them of its discontinuation and directing them to contact their local law enforcement agency if they were the recipient of an insufficient funds check. See Exhibit C. These cases may still be eligible for diversion through the court's diversion program.

Community Outreach

Yet another unfortunate side effect of the pandemic was that we were not able to engage in-person or as frequently with the community via our outreach programs. We were, however, able to engage in several virtual programs. Nonetheless, the Consumer Mediation Program continued to be a significant source of consumer protection-related information to Marin County residents. Callers are often directed to the Marin County District Attorney Consumer Protection Unit at our office's new website at www.marincountyda.org for non-mediation related consumer protection assistance or provided contact information for various local and state regulatory agencies. Unfortunately, the Marin County Fair and Senior Fair, our two biggest annual community outreach events, were both canceled in 2020, preventing us from conducting this valuable piece of community education on consumer protection issues and informing residents about the services our office provides. We look forward to returning to these venues in the near future as the County re-opens.

MGSA/MMA Report
June 28, 2021
Page Four

Notice of Default Letters

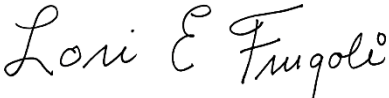
While not reflected in the Housing category listed in Exhibit B, we continue to issue warning letters alerting Marin County homeowners, identified by the Marin County Recorder's Office, that their real property is the subject of a Notice of Default (NOD). These letters, as noted in Exhibit D, inform the homeowner that a NOD has been filed against their residential property and that it may be subject to foreclosure. In calendar year 2020, we issued 97 NOD letters. The largest foreclosure rate was in San Rafael, with a total of 31 letters sent. The good news is that the number of NODs continues to drop since the post-recession foreclosure explosion. Since 2012, when Notices of Default hit a high of 812 letters, we have seen a steady decline (404 letters for calendar year 2013, 175 letters for calendar year 2019).

Conclusion

The San Francisco Bay Area Consumer Price Index increased 3.8% for the 12 months ending April 2020. The Consumer Mediation Program is requesting a 3% contribution increase for fiscal year 2021/2022, reflective of the increase in the consumer price index, and as set forth in Exhibit E.

We appreciate the continued support of the District Attorney Consumer Mediation Program by the Marin Managers Association, the Marin General Services Authority, and the jurisdictions they represent. If you have any questions regarding the Consumer Mediation Program, or any of the statistics cited within this report, please feel free to contact me.

Very truly yours,



Lori E. Frugoli

LORI E. FRUGOLI
DISTRICT ATTORNEY

cc: Michael Frank, Executive Officer, MGSA
Matthew Hymel, County Administrator
Andres Perez, Deputy District Attorney
Peggy Toth, Chief, Finance and Administration

Agenda Item D
ASPC

DISTRICT ATTORNEY CONSUMER MEDIATION STATISTICS
(January 1, 2020 - December 31, 2020)

<u>Actions</u>	<u>Calendar Year 2019</u>	<u>Calendar Year 2020</u>	<u>Difference (2019-2020)</u>
Calls received	3,489	2,335	-33%
Online Submissions	130	128	-2%
Mailed Correspondence	814	504	-38%
E-mail Contact	555	849	53%
Spanish Calls Received	262	290	11%
Walk-Ins	309	53	-83%
Cases Opened	473	344	-27%
Cases Closed	451	305	-32%
Face-to-face Mediations Conducted	43	22	-49%
Recovery from Mediation (\$)	\$110,903.95	\$114,640.10	3%

**NUMBER OF CASES BY CATEGORY
JANUARY 1, 2020 - DECEMBER 31, 2020**

Agenda Item D

CATEGORY	CITY/JURISDICTION	NUMBER	TOTAL
1 - OTHER	County	2	
	Greenbrae	2	
	Kentfield	1	
	Mill Valley	3	
	Novato	2	
	San Anselmo	1	
	San Rafael	2	13
2 - HOME APPLIANCES/FURNISHINGS	Farifax	1	
	Novato	1	2
3 - AUTOMOTIVE	Novato	4	
	San Rafael	5	9
4 - PERSONAL BELONGINGS	County	10	
	Corte Madera	2	
	Fairfax	3	
	Inverness	1	
	Larkspur	1	
	Mill Valley	8	
	Novato	9	
	San Anselmo	1	
	San Rafael	18	53
5 - FINANCIAL	Belvedere	1	
	County	2	
	Fairfax	1	
	Greenbrae	2	
	Kentfield	1	
	Larkspur	1	
	Mill Valley	2	
	Novato	3	
	San Rafael	9	
	Sausalito	2	
	Tiburon	1	25
6 - SUBSCRIPTIONS	Novato	2	
	Sausalito	1	3
7 - TRAVEL	County	1	
	Kentfield	1	
	San Rafael	1	3
8 - CONSTRUCTION & HOME REPAIR	Forest Knolls	1	
	Larkspur	1	

**NUMBER OF CASES BY CATEGORY
JANUARY 1, 2020 - DECEMBER 31, 2020**

Agenda Item D

	Mill Valley	3	
	Novato	5	
	San Anselmo	1	
	San Quentin	1	
	San Rafael	6	18
9 - BUSINESS OPPORTUNITIES	Novato	1	1
10 - INSURANCE	Belvedere	1	
	San Rafael	2	3
11 - MEDICAL	Fairfax	1	
	Kentfield	1	
	Mill Valley	1	
	San Rafael	2	5
13 - COMMUNICATIONS/TRANSPORTATION	Mill Valley	1	
	San Anselmo	1	2
14 - WEIGHTS & MEASURES	Greenbrae	1	
	Larkspur	1	
	Novato	1	
	San Rafael	1	4
15 - SCAMS, PHISHING & MAIL SOLICITATIONS	Forest Knolls	1	
	San Anselmo	3	4
19 - BAD CHECK PROGRAM	Larkspur	1	
	Novato	1	2
20 - ELDER ABUSE	-		
21 - LANDLORD/TENANT	Corte Madera	2	
	Fairfax	2	
	Greenbrae	2	
	Kentfield	1	
	Lagunitas	1	
	Larkspur	2	
	Mill Valley	5	
	Novato	6	
	San Anselmo	2	
	San Quentin	1	
	San Rafael	22	
	Sausalito	5	
	Tiburon	1	52

**NUMBER OF CASES BY CATEGORY
JANUARY 1, 2020 - DECEMBER 31, 2020**

Agenda Item D

22 - ANIMAL	Larkspur	1	
	San Rafael	3	
	Sausalito	1	5
23 - PARKING TICKETS/APPEALS	Bolinas	3	
	Corte Madera	4	
	Dillon Beach	1	
	Fairfax	9	
	Kentfield	16	
	Larkspur	10	
	Mill Valley	9	
	Muir Beach	2	
	Novato	11	
	Point Reyes Station	1	
	San Anselmo	5	
	San Geronimo	1	
	San Quentin	6	
	San Rafael	13	
	Stinson Beach	8	
	Tiburon	4	103
24 - NEIGHBORHOOD/PROPERTY DISPUTES	Belvedere	1	
	Forest Knolls	1	
	Mill Valley	1	
	Novato	4	
	San Anselmo	1	
	San Rafael	3	
	Sausalito	4	15
25 - HOMEOWNERS' ASSOCIATIONS	San Rafael	4	
	Tiburon	1	5
26 - ADVERTISING	-		
27 - UTILITIES	San Rafael	1	1
28 - INTERNET	-		
29 - DIET CASES	-		
33 - CELL PHONE	Mill Valley	1	
	San Rafael	2	3
34 - ENVIRONMENTAL	County	1	1
35 - RENTAL HOUSING DISPUTE	Greenbrae	2	

**NUMBER OF CASES BY CATEGORY
JANUARY 1, 2020 - DECEMBER 31, 2020**

Agenda Item D

	Mill Valley	5	
	Novato	1	8
36 - RENTAL HOUSING DISPUTE SAN RAFAEL	San Rafael	3	3
TOTAL			343

**2020 MARIN COUNTY DISTRICT ATTORNEY MEDIATION PROGRAM
Annual Review by Cities (January 1, 2020 - December 31, 2020)**

Agenda Item D

CITY	CONSUMER*	PARKING	ANIMAL	NEIGHBORHOOD	LANDLORD/ TENANT	BAD CHECKS	ELDER ABUSE	TOTAL NO. OF CASES
BELVEDERE	2			1				3
BOLINAS		3						3
CORTE MADERA	2	1			2			5
DILLON BEACH		1						1
FAIRFAX	6	9			2			17
FOREST KNOLLS	2			1				3
GREENBRAE	5				4			9
INVERNESS	1							1
KENTFIELD	4	16			1			21
LAGUNITAS					1			1
LARKSPUR	4	10	1		2	1		18
MILL VALLEY	19	9		1	10			39
MUIR BEACH		2						2
NOVATO	28	11		4	7	1		51
PT REYES STN		1						1
SAN ANSELMO	7	5		1	2			15
SAN GERONIMO		1						1
SAN QUENTIN	1	6			1			8
SAN RAFAEL	50	13	3	7	25			98
SAUSALITO	3		1	4	5			13
STINSON BEACH		8						8
TIBURON	1	4		1	1			7
COUNTY	16							16
TOTAL	151	100	5	20	63	2		341
*OTHER, HOME APPLIANCES & FURNISHINGS; AUTOMOTIVE; PERSONAL BELONGINGS; FINANCIAL; SUBSCRIPTIONS; TRAVEL; CONSTRUCTION & HOME REPAIR; INSURANCE; MEDICAL;								
COMM/TRANS; WEIGHTS & MEASRUES; SCAMS, PHISHING & MAIL SOLICITATIONS; ADVERTISING; UTILITIES; INTERNET; DIET CASES; CELL PHONE; ENVIRONMENTAL								



OFFICE OF THE DISTRICT ATTORNEY
MARIN COUNTY, CALIFORNIA

Agenda Item D

Prevention * Prosecution * Protection

Lori E. Frugoli
District Attorney

Rosemary Slote
CHIEF DEPUTY DISTRICT
ATTORNEY

May 28, 2020

Dori K. Ahana
CHIEF DEPUTY DISTRICT
ATTORNEY

Attn: Store Manager

Peggy M. Toth
CHIEF, FINANCE
AND ADMINISTRATION

Re: Discontinuance of Marin County District Attorney Bad Check Restitution Program

Dear Sir/Madam:

Effective May 15, 2020, the Marin County District Attorney's Office has discontinued the Bad Check Restitution Program. Consequently, Victim Services, Inc., the program administrator, will no longer be accepting checks relating to alleged violations occurring in Marin County.

Going forward, if you believe your business has been the victim of a crime involving a fraudulently written check, please contact your local police agency for purposes of making a criminal report. All reports submitted by the police agency will be reviewed by the District Attorney's Office for potential charges which may result in a restitution award upon disposition of any case. Additionally, you may consider pursuing a civil remedy in Small Claims Court.

Very truly yours,

LORI E. FRUGOLI
DISTRICT ATTORNEY

KRISTINA WARCHOLSKI
Consumer and Community Mediation Coordinator
Consumer Protection Unit

KMW/dez

NOTICE OF DEFAULT LETTERS ISSUED

Agenda Item D

January 2020 - December 2020

CITY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTALS
Belvedere	1	0	0	0	0	0	0	2	0	0	0	0	3
Bolinas	0	1	0	0	0	0	0	0	0	0	0	0	1
Corte Madera	0	0	0	0	0	0	1	0	0	0	0	0	1
Dillon Beach	0	0	0	0	0	0	0	0	0	0	0	0	0
Fairfax	0	0	1	0	1	0	0	1	1	0	2	0	6
Forest Knolls	0	0	0	0	0	0	1	0	0	0	0	0	1
Greenbrae	1	0	0	0	0	0	0	0	0	0	0	0	1
Inverness	0	0	0	0	0	0	0	0	1	0	0	0	1
Kentfield	0	0	0	0	0	0	0	0	0	0	0	0	0
Lagunitas	0	0	0	0	0	0	0	0	0	0	0	0	0
Larkspur	0	0	0	0	0	0	0	0	0	0	0	0	0
Mill Valley	0	1	1	0	2	0	0	1	0	0	0	0	5
Novato	2	5	6	0	0	2	2	1	0	4	1	3	26
Point Reyes Stn	0	0	0	0	0	0	0	0	0	0	0	0	0
Ross	0	0	0	0	1	0	0	0	0	0	0	0	1
San Anselmo	0	2	2	0	0	0	0	0	0	1	0	0	5
San Geronimo	0	0	0	0	0	0	0	0	0	0	0	0	0
San Quentin	0	0	0	0	0	0	0	0	0	0	0	0	0
San Rafael	10	5	3	2	0	0	3	3	1	1	3	0	31
Sausalito	1	0	0	0	0	0	0	2	0	0	0	0	3
Stinson Beach	0	2	0	0	0	0	0	0	0	0	0	0	2
Tiburon	3	2	0	1	1	0	0	0	2	0	1	0	10
Woodacre	0	0	0	0	0	0	0	0	0	0	0	0	0
*Petaluma	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	18	18	13	3	5	2	7	10	5	6	7	3	97

CITY	FY2016/2017 Contribution at 2.5% COLA	FY2017/2018 Contribution at 3.0% COLA	FY2018/2019 Contribution at 3.0% COLA	FY2019/2020 Contribution at 3.5% COLA	FY2020/2021 Contribution at 3% COLA	FY2021/2022 Contribution at 3% COLA
BELVEDERE	\$1,329	\$645	\$791	\$688	\$703	\$721
CORTE MADERA	\$2,939	\$2,790	\$3,163	\$3,004	\$3,286	\$3,434
FAIRFAX	\$1,851	\$2,217	\$2,372	\$2,398	\$2,525	\$2,512
LARKSPUR	\$3,642	\$3,716	\$3,954	\$3,981	\$4,114	\$4,160
MILL VALLEY	\$4,678	\$4,443	\$4,744	\$4,722	\$4,800	\$4,982
NOVATO	\$13,845	\$16,346	\$16,605	\$17,266	\$17,700	\$18,233
ROSS	\$1,263	\$754	\$791	\$805	\$826	\$866
SAN ANSELMO	\$3,565	\$3,842	\$3,954	\$4,097	\$4,220	\$4,331
SAN RAFAEL	\$15,435	\$18,087	\$18,187	\$19,267	\$19,640	\$20,306
SAUSALITO	\$2,803	\$2,155	\$2,372	\$2,320	\$2,426	\$2,462
TIBURON	\$3,944	\$2,837	\$3,163	\$3,011	\$3,062	\$3,239
COUNTY	\$20,594	\$20,473	\$20,559	\$21,919	\$22,681	\$23,312
CITIES TOTAL	\$75,888	\$78,305	\$80,655	\$83,478	\$85,983	\$88,558

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900 Fifth Avenue, Suite 100
San Rafael, CA 94901
415.446.4428
maringsa.com

MEMORANDUM

DATE: August 5, 2021
TO: MGSA Board of Directors
FROM: Michael S. Frank, Executive Officer
SUBJECT: Update Joint Exercise of Powers Agreement (JEPA) for MCSTOPPP

Recommendation

Approve Amended and Restated MCSTOPPP Joint Exercise of Powers Agreement (JEPA) to the Marin County Flood Control and Water Conservation District Board of Supervisors.

Background

The Marin County Stormwater Pollution Prevention Program (MCSTOPPP) was established in 1993 to provide collective stormwater management services to Marin's cities, towns and the County. Until 2005, the Marin Streetlight Joint Powers Authority (now the Marin General Services Authority) administered this program and provided budgetary review and approval. In 2005, Marin's municipalities adopted a Joint Exercise of Powers Agreement (JEPA) between the Marin County Flood Control and Water Conservation District (District) and MCSTOPPP member agencies in order to shift governance of MCSTOPPP to the District's Board of Supervisors and to establish the Marin General Services Authority as an advisory body to MCSTOPPP for review of the budget and other program elements.

MCSTOPPP has revised the JEPA as outlined in the attached memo from Rob Carson, MCSTOPPP Program Manager.

Attachments

- E1** Memo from MCSTOPPP Program Manager, Rob Carson dated August 5, 2021
- E2** Revised and Restated MCSTOPPP JEPA (clean version)
- E3** Revised and Restated MCSTOPPP JEPA (red-line version)
- E4** Exhibit A – MCSTOPPP Program Administration and Planning
- E5** Exhibit A-1 – MCSTOPPP Annual Program Implementation Plan
- E6** Resolution 2021 – 08 MCSTOPPP JEPA Update



Marin Countywide Stormwater Pollution Prevention Program
P.O. Box 4186 San Rafael, CA 94913-4186
Tel. (415) 473-6528 Fax (415) 473-7221
www.mcstoppp.org

Date: 8/5/2021

To: Marin General Services Authority Board

From: Rob Carson, MCSTOPPP Program Manager

Subject: Proposed Updates to the MCSTOPPP JEPAs

Recommendation: Accept report and recommend approval of Amended and Restated MCSTOPPP Joint Exercise of Powers Agreement to the Marin County Flood Control and Water Conservation District Board of Supervisors.

The Marin County Stormwater Pollution Prevention Program (MCSTOPPP) Joint Exercise of Powers Agreement (JEPAs) was last updated in 2009, while subject to the 2003 NPDES stormwater permit. Since that time, the regulatory requirements and program activities have changed significantly.

Updates are proposed to the existing MCSTOPPP JEPAs to reflect current regulatory structures and identified current and future programmatic needs. A summary of the changes is provided below.

- Changed the program name to the Marin Countywide Stormwater Pollution Prevention Program to distinguish it from the unincorporated County's local stormwater compliance program.
- Removed references to the MCSTOPPP Action Plan and associated program activities that were based on the compliance program under the 2003 permit.
- Defined the Program Administration and Implementation Services as the baseline countywide program including services shared by all member agencies. These are further defined in the annual work plan including roles and responsibilities according to current permit structure.
- Moved the program activities and workplan to an attached Exhibit A-1 that will be updated and approved annually as part of the budget approval process.
- Created Optional Program Implementation Services as a mechanism for Member Agency(-ies) to request that MCSTOPPP provide further services that are related to the Local Program responsibilities. These services would be provided at an additional cost beyond the baseline Program Administration and Implementation Services and would be borne only by those Member Agencies who expressly request in writing such services.

- Included detailed workplan describing current and anticipated activities including MCSTOPPP's increased role managing consultants and contractors performing work on member agency's property or in their right-of-way. Such work may include:
 - Engineering feasibility studies for stormwater treatment facilities such as "green infrastructure"/low impact development and full trash capture devices (locations selected by member agencies).
 - Installation of small full trash capture devices (devices and locations to be selected and approved by member agency staff).
 - Management of contractor doing maintenance of stormwater treatment facilities across member agency jurisdictions.
 - Management of funding from grants and outside agencies (e.g. Caltrans) for stormwater improvement projects in Marin. Management may include contracting for services or reimbursement of member agency costs associated with grant agreements or cooperative agreements.

- Corrected legal references, typos and clarified narrative elements.

Draft versions of the attached documents were circulated for comment to the Marin County Public Works Association (MPWA) and the Marin Managers Association (MMA) and the comments received incorporated into the final versions attached here.

The proposed changes should clarify the program name, workplan activities, roles and responsibilities of the program staff and member agencies as well as provide a mechanism to efficiently fund and implement stormwater permit compliance activities through the next permit term.

With your recommendation, the MCSTOPPP Administrator can seek approval of the District Board of Supervisors for this amended and restated JEPA.

Attachment: Revised and Restated MCSTOPPP JEPA (clean version)
Revised and Restated MCSTOPPP JEPA (red-line version)
Exhibit A – MCSTOPPP Program Administration and Planning
Exhibit A-1 – MCSTOPPP Annual Program Implementation Plan

C (by email): Rosemarie Gaglione, Director of Marin County Public Works
Liz Lewis, Acting Assistant Director of Marin County Public Works
Michael Frank, Executive Director, Marin General Services Authority
Marin Public Works Association
MCSTOPPP Municipal Stormwater Coordinators

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Relating to the

**MARIN COUNTYWIDE STORMWATER
POLLUTION PREVENTION PROGRAM**

**MARIN COUNTYWIDE STORMWATER POLLUTION PREVENTION
PROGRAM**

JOINT EXERCISE OF POWERS AGREEMENT

This Amended and Restated Joint Exercise of Powers Agreement (this “Agreement”) is dated as of _____, 2021, and is made by and among the Marin County Flood Control and Water Conservation District, the County of Marin, the Cities of Belvedere, Mill Valley, Novato, San Rafael and Sausalito, the Towns of Corte Madera, Fairfax, Larkspur, Ross, San Anselmo, Tiburon, and such other Local Agencies within the County of Marin as may hereafter become signatories hereto (the “Member Agencies”).

RECITALS

A. The Joint Exercise of Powers Act provides that public agencies by agreement may jointly exercise any power common to them.

B. The parties hereto are “public agencies” within the meaning of that term under Section 6500 of the Joint Exercise of Powers Act and possess in common the power to maintain stormwater infrastructure and develop and maintain mapping and other informational data to meet the informational needs of the public and each of the Member Agencies.

C. The parties hereto entered into a Joint Exercise of Powers Agreement on October 6, 2009 (“Original Agreement”), which can be amended upon the recommendation of a two-thirds affirmative vote of the Marin General Services Authority and subsequent approval by a majority of the Board of Supervisors.

D. The Marin General Services Authority and the Board of Supervisors now wish to amend and restate the Original Agreement in its entirety as set forth herein, with effect from the execution of the Original Agreement on October 6, 2009 (the “Execution Date”) to set forth the current practice of MCSTOPPP and the Member Agencies.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions. As used herein, the following terms shall have the meaning ascribed thereto, unless the context requires otherwise.

“Agreement” means this Joint Exercise of Powers Agreement.

“Board of Supervisors” means Board of Supervisors of the Marin County Flood Control and Water Conservation District.

“District” means the Marin County Flood Control and Water Conservation District.

“Joint Exercise of Powers Act” means Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended from time to time.

“Local Agency” has the meaning set forth in Section 53600 of the Government Code of the State, as amended from time to time.

“Local Program” means each Member Agency’s local stormwater compliance program.

“Member Agency” means each of the original signatories to this Agreement and any Local Agency, which hereafter becomes a signatory to this Agreement pursuant to Section 6.12.

“MCSTOPPP” means the Marin Countywide Stormwater Pollution Prevention Program.

“State” means the State of California.

“Steering Committee” means the committee established pursuant to Section 5.01.

ARTICLE II THE MCSTOPPP PROJECT

Section 2.01. Purpose of Agreement. The purpose of this Agreement is to develop, implement and administer a stormwater pollution control program to reduce the discharge of pollutants in stormwater to the maximum extent practicable per the requirements of the General Permit for the Discharge of Stormwater from Small MS4s (WQ Order No. 2013-0001-DWQ) and subsequent permits.

Section 2.02. Program Structure. MCSTOPPP activities are conducted for the benefit of all Member Agencies. In addition to participating in MCSTOPPP planning activities, each Member Agency must also implement a Local Program. The roles of MCSTOPPP and the Local Programs for each task are described in Exhibit A to this Agreement and further set forth in MCSTOPPP’s annual work plan attached as Exhibit A-1, and as amended annually.

Section 2.03. Program Activity. MCSTOPPP’s program activities are set forth in Exhibit A and further set forth in the annual MCSTOPPP work plan attached hereto as Exhibit A-1, which is adopted annually as set forth in Section 5.02.

ARTICLE III ADMINISTRATION OF THE AGREEMENT

Section 3.01. District to Administer Agreement. District shall administer this Agreement, and shall exercise in the manner herein provided the powers common to the Member Agencies and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.02.

Section 3.02. Restrictions on Exercise of Powers. Such powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and shall be subject (in accordance with Section 6509 of the Joint Exercise of Powers Act) to the restrictions upon the manner of exercising such powers that are imposed upon District in the exercise of similar powers.

Section 3.03 Specific Services. District will oversee the implementation of MCSTOPPP in accordance with Article II. District has the authority to submit an annual report and stormwater management plans to the California Water Resources Control Board (SWRCB) or San Francisco Bay Regional Water Quality Control Board (RWQCB) on behalf of the Member Agencies.

Section 3.04. Compensation. In consideration for the services to be performed by District, an annual fee will be paid by each Member Agency to District upon approval of this Agreement and each year thereafter while this Agreement is in effect. The fee shall be paid within 60 days of billing unless alternate arrangements are submitted to and authorized in writing by MCSTOPPP. The annual fee is in addition to any permit fees levied by the State.

Program Administration and Implementation Services, which include any services set forth in Exhibit A that are services shared by all Member Agencies, to be provided by District will constitute baseline annual program costs to be shared amongst all Member Agencies.

A Member Agency may request that District provide further services that are related to the Local Program and such services shall be identified as Optional Permit Implementation Services. Such Optional Permit Implementation Services will be an additional cost beyond the baseline Program Administration and Implementation Services to be borne only by those Member Agencies who expressly request in writing such services.

The annual fee for each Member Agency shall be based on the annual Program Administration and Implementation Services cost plus the proportional share of any Optional Permit Implementation Services requested by the Member Agency as approved by the Board of Supervisors in the MCSTOPPP annual budget.

The annual Program Administration and Implementation Services cost shall be allocated to Member Agencies in accordance with a land and population pro rata as described below:

$$\text{County Share} = \frac{\text{Population within Marin County (unincorporated areas)}}{\text{Total population within Marin Co.}}$$

$$\text{Each Cities Share} = (1.00 - \text{County Share}) \frac{0.5 (\text{Area})}{\Sigma \text{City areas}} + \frac{0.5 (\text{Population})}{\Sigma \text{City population}}$$

The Optional Permit Implementation Services shall be allocated to participating Member Agencies in accordance with a land and population pro rata described above, except that shares shall be calculated including only the populations and areas of the Member Agencies participating in the Optional Permit Implementation Services.

ARTICLE IV MEMBERSHIP

Section 4.01. Benefits of Membership. By participating in MCSTOPPP, a Member Agency receives the following benefits: MCSTOPPP provides assistance with implementation of the technical and regulatory aspects of the National Pollutant Discharge Eliminations System (NPDES) Phase II stormwater program. MCSTOPPP assists municipalities with the implementation of their Local Program tasks that are identified as Program Administration and Implementation Services or requested as Optional Permit Implementation Services as set forth in Exhibit A.

Section 4.02. Obligations of Member Agencies. Membership in MCSTOPPP obligates Member Agencies to: Share costs of MCSTOPPP through annual contributions as calculated in Section 3.04.

Section 4.03. Member Qualifications. Member Agencies shall be limited to Local Agencies located within Marin County.

Section 4.04. Indemnification.

- (a) Each Member Agency shall be solely liable for the negligent acts or omissions of its officers, representatives, agents or employees occurring in the performance of this Agreement. If any Member Agency becomes liable for damages, attorneys fees or any other costs or liabilities caused by its officers, representatives, agents or employees, it shall pay such damages, fees or costs without contribution by the other Member Agencies.

**ARTICLE V
GOVERNING STRUCTURE**

Section 5.01. The Marin General Services Authority. The Marin General Services Authority shall be advisory to Board of Supervisors on MCSTOPPP.

Section 5.02. Powers of the Marin General Services Authority.

- (a) The Marin General Services Authority or its successor shall make recommendations to the Board of Supervisors on the annual MCSTOPPP work plan.
- (b) The Marin General Services Authority or its successor shall recommend to the Board of Supervisors an annual budget no later than May 15 of each year.

**ARTICLE VI
MISCELLANEOUS**

Section 6.01. Funding.

- (a) The Marin General Services Authority shall recommend an annual budget for adoption by the Board of Supervisors no later than May 15 of each succeeding year. MCSTOPPP funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the Treasurer.
- (b) Funds may not be disbursed by District on behalf of MCSTOPPP without adoption of the approved budget, and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the Program Administration and Implementation Services and allocate funds by program. In addition, the budget shall identify the Optional Permit Implementation Services and allocate funds by the appropriate programs participating in those services. The budget and accounting system shall account for direct and overhead costs by program. The Marin General Services Authority shall recommend, and the Board of Supervisors shall allocate these costs for each program with the adoption of the annual budget.

Section 6.02. Treasurer. The Auditor-Controller of the County of Marin shall serve as the Treasurer for MCSTOPPP.

The Treasurer shall serve as the depository, have custody of all funds and establish and maintain such books, records, funds and accounts as may be required by reasonable accounting practices, and in compliance with California Government Code Section 6505. The books and records pertaining to MCSTOPPP shall be open to inspection at all reasonable times to the Member Agencies and the public.

The Treasurer shall prepare such financial reports as may be requested by the Marin General Services Authority and/or as directed by the Board of Supervisors.

The Treasurer shall cause an independent annual audit of the accounts and records by a certified public accountant, in compliance with the requirements of Section 6505 of the California Government Code and generally accepted auditing standards.

MCSTOPPP funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the Treasurer.

Section 6.03. Debts and Liabilities. Except as otherwise provided by Section 6.05(c), no debt, liability or obligation of MCSTOPPP shall constitute a debt, liability or obligation of any Member Agency, and each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied hereunder for services among the Member Agencies, or on a fee-for-service basis, or as the parties hereto may otherwise agree.

Section 6.04. Effective Date. The Effective Date of the Original Agreement was October 6, 2009. This Agreement is effective as of the date adopted by the Board of Supervisors.

Section 6.05. Termination. This Agreement may be terminated as follows:

- (a) By the Board of Supervisors upon thirty day written notice to the Member Agencies.
- (b) By a majority of the Member Agencies upon thirty day written notice to the Member Agencies.

Upon termination, payment of the obligations and division of property of MCSTOPPP shall be made pursuant to Section 6.06.

Section 6.06. Disposition of authority Funds Upon Termination.

- (a) In the event of termination of MCSTOPPP as organized and managed under this Agreement, all funds remaining after payment of all obligations of the MCSTOPPP project shall be transferred to any successor organization or agency designated by the Board of Supervisors to carry out the activities and operations of MCSTOPPP.

- (b) If there is no successor entity designated by the Board of Supervisors to carry on the activities of MCSTOPPP, or assume its obligations, all funds remaining after payment of all obligations shall be distributed to the Member Agencies in proportion to their contribution as approved by the Board of Supervisors after receiving the recommendation of the Marin General Services Authority.
- (c) If a successor organization or agency undertakes some of the functions of MCSTOPPP, and assumes some of its obligations, all funds remaining after payment of all obligations shall be allocated by the Board of Supervisors between the successor organization or agency and Member Agencies after receiving the recommendation of the Marin General Services Authority.
- (d) If MCSTOPPP is terminated due to circumstances falling within paragraph (b) or (c) above, the decisions of the Board of Supervisors shall be final.

Section 6.07. Amendments. This Agreement may be amended only upon the recommendation of a two-thirds affirmative vote of the Marin General Services Authority and subsequent approval by a majority of the Board of Supervisors.

Section 6.08. Withdrawal.

- (a) Any Member Agency may withdraw from MCSTOPPP effective July 1 of any year upon ninety (90) days written notice to District.
- (b) If a Member Agency withdraws, its financial obligation shall be limited to its share of costs and liabilities incurred by MCSTOPPP prior to the date its written notice of withdrawal is effective as provided by Section 6.03.

Section 6.9. Default by Member Agency. Failure to adhere to the requirements of this Agreement may result in termination of Member Agency status effective July 1 of any year, upon ninety (90) days prior written notice to the defaulting Member Agency by District with subsequent approval by the Board of Supervisors.

Section 6.10. Disputes and Arbitration.

- (a) The Member Agencies agree that any dispute which arises between or among them involving the interpretation or application of this Agreement, or the rights and remedies of the Member Agencies, which cannot be resolved through discussion shall be subject to mandatory binding arbitration pursuant to California Code of Civil Procedure

Section 1280, and shall not be subject to judicial determination except as expressly provided by law.

- (b) If a Member Agency wishes to submit a dispute to arbitration, it shall serve a demand for arbitration, setting forth the issues to be arbitrated and the general contentions of the Member Agency on the other Member Agencies. All demands for arbitration shall be served within one year of the event giving rise to the dispute.
- (c) The Member Agencies may mutually agree upon an arbitrator. If the Member Agencies cannot agree upon an arbitrator, the Member Agency demanding arbitration shall request a list of arbitrators with prior experience in similar disputes from the San Francisco Office of the American Arbitration Association. Each Member Agency (commencing in alphabetical order) shall alternately strike a name from the list until only one name remains.

Section 6.11. Additional Member Agencies. In addition to the original signatories to this Agreement, any Local Agency within Marin County may become a Member Agency. The addition of any new Member Agency shall become effective upon the execution on behalf of such Local Agency of a counterpart of this Agreement and the delivery of such executed counterpart to District.

Section 6.12. Notices. Any notice, request, or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto, or by facsimile transmission or other form of telecommunication. Unless otherwise provided herein, notice shall be effective either: (i) upon transmission by facsimile transmission or other form of telecommunication, provided a telephonic communication of such transmission is provided; (ii) forty-eight (48) hours after deposit in the United States mail, postage prepaid; or (iii) in the case of personal delivery to any person, upon actual receipt.

Section 6.13. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 6.14. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State and is to be so construed.

Section 6.15. Severability. Should any portion of this Agreement be held by any court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason whatsoever, the validity and enforceability of the remaining portions shall not be affected thereby.

Section 6.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6.17. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies.

Approved by Resolution of the Marin General Services Authority on _____, 2021.

Approved by the Board of Supervisors on _____, 2021

By: _____
President of the Board of Supervisors

MARIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT

COUNTY OF MARIN

By: approved on October 6, 2009, signed original on file

President of the Board of Supervisors

CITY OF BELVEDERE

By: approved on June 8, 2009, signed original on file

Mayor

CITY OF MILL VALLEY

By: approved on August 17, 2009, signed original on file

Mayor

CITY OF NOVATO

By: approved on July 14, 2009, signed original on file

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By: approved on May 26, 2009, signed original on file
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TOWN OF TIBURON

By: approved on July 15, 2009, signed original on file
Mayor

EXHIBIT A

MCSTOPPP Program Administration and Planning

| **AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

Relating to the

| **MARIN ~~COUNTY~~COUNTYWIDE STORMWATER
POLLUTION PREVENTION PROGRAM**

**MARIN ~~COUNTY~~COUNTYWIDE STORMWATER POLLUTION
PREVENTION PROGRAM**

JOINT EXERCISE OF POWERS AGREEMENT

This Amended and Restated Joint Exercise of Powers Agreement (this “Agreement”) is dated as of _____, ~~2009~~2021, and is made by and among the Marin County Flood Control and Water Conservation District, the County of Marin, the Cities of Belvedere, Mill Valley, Novato, San Rafael and Sausalito, the Towns of Corte Madera, Fairfax, Larkspur, Ross, San Anselmo, Tiburon, and such other Local Agencies within the County of Marin as may hereafter become signatories hereto (the “Member Agencies”).

RECITALS

A. The Joint Exercise of Powers Act provides that public agencies by agreement may jointly exercise any power common to them.

B. The parties hereto are “public agencies” within the meaning of that term under Section ~~6502~~6500 of the Joint Exercise of Powers Act and possess in common the power to maintain stormwater infrastructure and develop and maintain mapping and other informational data to meet the informational needs of the public and each of the Member Agencies.

~~C. The parties desire to enter into this Agreement in furtherance of the Joint Powers Act.~~

C. The parties hereto entered into a Joint Exercise of Powers Agreement on October 6, 2009 (“Original Agreement”), which can be amended upon the recommendation of a two-thirds affirmative vote of the Marin General Services Authority and subsequent approval by a majority of the Board of Supervisors.

D. The Marin General Services Authority and the Board of Supervisors now wish to amend and restate the Original Agreement in its entirety as set forth herein, with effect from the execution of the Original Agreement on October 6, 2009 (the “Execution Date”) to set forth the current practice of MCSTOPPP and the Member Agencies.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions. As used herein, the following terms shall have the meaning ascribed thereto, unless the context requires otherwise.

“Agreement” means this Joint Exercise of Powers Agreement.

“Board of Supervisors” means Board of Supervisors of the Marin County Flood Control and Water Conservation District.

“District” means the Marin County Flood Control and Water Conservation District.

“Joint Exercise of Powers Act” means Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended from time to time.

“Local Agency” has the meaning set forth in Section 53600 of the Government Code of the State, as amended from time to time.

“Local Program” means each Member Agency’s local stormwater compliance program.

“Member Agency” means each of the original signatories to this Agreement and any Local Agency, which hereafter becomes a signatory to this Agreement pursuant to Section 6.12.

“MCSTOPPP” means the Marin ~~County~~Countywide Stormwater Pollution Prevention Program.

“State” means the State of California.

“Steering Committee” means the committee established pursuant to Section 5.01.

ARTICLE II THE MCSTOPPP PROJECT

Section 2.01. Purpose of Agreement. The purpose of this Agreement is to develop, implement and administer a stormwater pollution control program to reduce the discharge of pollutants in stormwater to the maximum extent practicable per the requirements of the General Permit for the Discharge of Stormwater from Small MS4s (WQ Order No. ~~2003-0005~~2013-0001-DWQ) and subsequent permits.

Section 2.02. Program Structure. ~~Countywide Program~~MCSTOPPP activities are conducted for the benefit of all ~~MCSTOPPP agencies~~Member Agencies. In addition to participating in ~~Countywide Program~~MCSTOPPP planning activities, each ~~MCSTOPPP agency~~Member Agency must also implement a Local Program. The roles of ~~the Countywide Program~~MCSTOPPP and the Local Programs for each task are described in the MCSTOPPP stormwater management Exhibit A to this Agreement and further set forth in MCSTOPPP’s annual work plan (Action Plan), attached as Exhibit A ~~to this Agreement. Local Programs must also implement performance standards~~

~~described in Appendix A of the action plan. The Action Plan may be 1, and as amended from time to time in response to permitting requirements. annually.~~

Section 2.03. Program Activity. MCSTOPPP's program activities are set forth in Exhibit A and further set forth in the annual MCSTOPPP work plan attached hereto as Exhibit A-1, which is adopted annually as set forth in Section 5.02.

~~(a) — Caring for Our Creeks and Waterways~~

~~This activity describes watershed surveys, assessments, and monitoring to identify impacts to water quality and habitat, integral to MCSTOPPP's watershed approach. This activity also contains two important elements of Federally mandated municipal stormwater programs: activities to prevent pollutant discharge from municipal maintenance activities, and activities to effectively eliminate non-stormwater discharges.~~

~~(b) — Building and Renewing~~

~~This activity describes good site planning and development review practices to ensure new projects are designed with watershed protection in mind. This activity also describes control to minimize erosion and sedimentation from construction activities. An important element of this activity is continuing education for municipal staff, contractors, and engineers.~~

~~(c) — Educating Ourselves at Work~~

~~This activity describes how MCSTOPPP controls pollutant discharges from business activities through inspection and outreach. Continuing education for municipal staff, business owners, and their customers is also an important element in this activity~~

~~(d) — Educating Ourselves at Home and School~~

~~This activity describes general public education and information dissemination, as well as targeted education efforts to residential neighborhoods and schools.~~

~~(e) — Protecting Our Future~~

~~This activity describes how MCSTOPPP will work with the regulatory community to obtain coverage under a municipal stormwater permit and influence other regulatory programs, such as Total Maximum Daily Load (TMDL) development and allocation.~~

**ARTICLE III
ADMINISTRATION OF THE AGREEMENT**

Section 3.01. ~~Marin County Flood Control and Water Conservation District~~ ~~(District)~~ to Administer Agreement. ~~The~~ District shall administer this Agreement, and shall exercise in the manner herein provided the powers common to the Member Agencies and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 3.02.

Section 3.02. Restrictions on Exercise of Powers. Such powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and shall be subject (in accordance with Section 6509 of the Joint Exercise of Powers Act) to the restrictions upon the manner of exercising such powers that are imposed upon ~~the~~ District in the exercise of similar powers.

Section 3.03 Specific Services. ~~The Marin County Flood Control and Water Conservation District~~ will oversee the implementation of ~~the MCSTOPPP Program~~ in accordance with Article II. ~~The~~ District has the authority to submit an annual report and ~~5-year~~ stormwater management plans to the California Water Resources Control Board (SWRCB) or San Francisco Bay Regional Water Quality Control Board (RWQCB) on behalf of the ~~member agencies~~ Member Agencies.

Section 3.04. Compensation. In consideration for the services to be performed by ~~Marin County Flood Control and Water Conservation District,~~ an annual fee will be paid by each Member Agency to ~~the~~ District upon approval of this Agreement and ~~on or before July 1 of~~ each year thereafter while this Agreement is in effect. The fee shall be paid within 60 days of billing unless alternate arrangements are submitted to and authorized in writing by MCSTOPPP. The annual fee is in addition to any permit fees levied by the State.

Program Administration and Implementation Services, which include any services set forth in Exhibit A that are services shared by all Member Agencies, to be provided by District will constitute baseline annual program costs to be shared amongst all Member Agencies.

A Member Agency may request that District provide further services that are related to the Local Program and such services shall be identified as Optional Permit Implementation Services. Such Optional Permit Implementation Services will be an additional cost beyond the baseline Program Administration and Implementation Services to be borne only by those Member Agencies who expressly request in writing such services.

The annual fee for each Member Agency shall be based on the annual ~~cost~~ Program Administration and Implementation Services cost plus the proportional share of the program any Optional Permit Implementation Services requested by the Member Agency as approved by the Board of Supervisors ~~and~~ in the MCSTOPPP annual budget.

The annual Program Administration and Implementation Services cost shall be allocated to ~~member agencies~~ Member Agencies in accordance with a land and population pro rata as described below:

$$\text{County Share} = \frac{\text{Population within Marin County (unincorporated areas)}}{\text{Total population within Marin Co.}}$$

$$\text{Each Cities Share} = (1.00 - \text{County Share}) \frac{0.5 (\text{Area})}{\Sigma \text{City areas}} + \frac{0.5 (\text{Population})}{\Sigma \text{City population}}$$

The Optional Permit Implementation Services shall be allocated to participating Member Agencies in accordance with a land and population pro rata described above, except that shares shall be calculated including only the populations and areas of the Member Agencies participating in the Optional Permit Implementation Services.

ARTICLE IV MEMBERSHIP

Section 4.01. Benefits of Membership. By participating in ~~the~~ MCSTOPPP ~~Project~~, a Member Agency receives the following benefits: MCSTOPPP provides assistance with implementation of the technical and regulatory aspects of the National Pollutant Discharge Eliminations System (NPDES) Phase II stormwater program. MCSTOPPP assists municipalities with the implementation of their ~~local program tasks~~ Local Program tasks that are identified as Program Administration and Implementation Services or requested as Optional Permit Implementation Services as set forth in Exhibit A.

Section 4.02. Obligations of Member Agencies. Membership in ~~the~~ MCSTOPPP ~~Project~~ obligates Member Agencies to: Share costs of ~~the Countywide Program~~ MCSTOPPP through annual contributions as calculated in Section 3.04-.

Section 4.03. Member Qualifications. Member Agencies shall be limited to Local Agencies located within Marin County.

Section 4.04. Indemnification.

- (a) Each Member Agency shall be solely liable for the negligent acts or omissions of its officers, representatives, agents or employees occurring in the performance of this Agreement. If any Member Agency becomes liable for damages, attorneys fees or any other costs or liabilities caused by its officers, representatives, agents or employees, it shall pay such damages, fees or costs without contribution by the other Member Agencies.

**ARTICLE V
GOVERNING STRUCTURE**

Section 5.01. The Marin General Services Authority. The Marin General Services Authority shall be advisory to Board of Supervisors on ~~the~~ MCSTOPPP ~~program.~~

Section 5.02. Powers of the Marin General Services Authority.

- (a) The Marin General Services Authority or its successor shall make recommendations to the Board of Supervisors on the annual MCSTOPPP ~~stormwater management plan (Action Plan)~~ work plan.
- (b) The Marin General Services Authority or its successor shall recommend to the Board of Supervisors an annual budget no later than May 15 of each year.

**ARTICLE VI
MISCELLANEOUS**

Section 6.01. Funding.

- (a) The Marin General Services Authority shall recommend an annual budget for adoption by the Board of Supervisors no later than May 15 of each succeeding year. MCSTOPPP funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the Treasurer.
- (b) Funds may not be disbursed by ~~the~~ District on behalf of ~~the~~ MCSTOPPP ~~project~~ without adoption of the approved budget, and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the ~~programs of the~~ MCSTOPPP ~~project~~ Program Administration and Implementation Services and allocate funds by program. In addition, the budget shall identify the Optional Permit Implementation Services and allocate funds by the appropriate programs participating in those services. The budget and accounting system shall account for direct and overhead costs by program. The Marin General Services Authority shall recommend, and the Board of Supervisors shall allocate these costs for each program with the adoption of the annual budget.

Section 6.02. Treasurer. The Auditor-Controller of the County of Marin shall serve as the Treasurer for ~~the~~ MCSTOPPP ~~project~~.

The Treasurer shall serve as the depository, have custody of all funds and establish and maintain such books, records, funds and accounts as may be required by reasonable accounting practices, and in compliance with California Government Code Section 6505. The books and records pertaining to ~~the~~ MCSTOPPP ~~project~~ shall be open to inspection at all reasonable times to the Member Agencies and the public.

The Treasurer shall prepare such financial reports as may be requested by the Marin General Services Authority and/or as directed by the Board of Supervisors.

The Treasurer shall cause an independent annual audit of the accounts and records by a certified public accountant, in compliance with the requirements of Section 6505 of the California Government Code and generally accepted auditing standards.

MCSTOPPP funds shall be maintained in a trust account and these funds shall not be interspersed with other funds held by the Treasurer.

Section 6.03. Debts and Liabilities. Except as otherwise provided by Section 6.05(c), no debt, liability or obligation of ~~the MCSTOPPP-project~~ shall constitute a debt, liability or obligation of any Member Agency, and each Member Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied hereunder for services among the Member Agencies, or on a fee-for-service basis, or as the parties hereto may otherwise agree.

Section 6.04. Effective Date. The Effective Date of the Original Agreement was October 6, 2009. This Agreement ~~shall become~~^{is} effective ~~when it has been executed as of the date adopted~~ by ~~seven (7) Member Agencies~~^{the Board of Supervisors}.

Section 6.05. Termination. This Agreement may be terminated as follows:

- (a) By the Board of Supervisors upon thirty day written notice to the ~~member agencies~~^{Member Agencies}.
- (b) By a majority of the Member ~~agencies~~^{Agencies} upon thirty day written notice to the Member ~~agencies~~^{Agencies}.

Upon termination, payment of the obligations and division of property of MCSTOPPP shall be made pursuant to Section 6.06.

Section 6.06. Disposition of authority Funds Upon Termination.

- (a) In the event of termination of ~~the MCSTOPPP-project~~ as organized and managed under this Agreement, all funds remaining after payment of all obligations of the MCSTOPPP project shall be transferred to any successor organization or agency designated by the Board of Supervisors to carry out the activities and operations of ~~the MCSTOPPP-project~~.
- (b) If there is no successor entity designated by the Board of Supervisors to carry on the activities of ~~the MCSTOPPP-project~~, or assume its obligations, all funds remaining after payment of all obligations shall be distributed to the Member Agencies in proportion to their contribution as approved by the Board of Supervisors after receiving the recommendation of the Marin General Services Authority.
- (c) If a successor organization or agency undertakes some of the functions of ~~the MCSTOPPP-project~~, and assumes some of its obligations, all funds remaining after payment of all obligations shall be allocated by the Board of Supervisors between the successor organization or agency and Member Agencies after receiving the recommendation of the Marin General Services Authority.
- (d) If ~~the MCSTOPPP-project~~ is terminated due to circumstances falling within paragraph (b) or (c) above, the decisions of the Board of Supervisors shall be final.

Section 6.07. Amendments. This Agreement may be amended only upon the recommendation of a two-thirds affirmative vote of the Marin General Services Authority and subsequent approval by a majority of the Board of Supervisors.

Section 6.08. Withdrawal.

- (a) Any Member Agency may withdraw from ~~the~~ MCSTOPPP ~~project~~ effective July 1 of any year upon ninety (90) days written notice to ~~the~~ District.
- (b) If a Member Agency withdraws, its financial obligation shall be limited to its share of costs and liabilities incurred by ~~the~~ MCSTOPPP ~~project~~ prior to the date its written notice of withdrawal is effective as provided by Section 6.03.

Section 6.9. Default by Member Agency. Failure to adhere to the requirements of this Agreement may result in termination of Member Agency status effective July 1 of any year, upon ninety (90) days prior written notice to the defaulting Member Agency by ~~MCSTOPPP, District~~ with subsequent approval by the Board of Supervisors.

Section 6.10. Disputes and Arbitration.

- (a) The Member Agencies agree that any dispute which arises between or among them involving the interpretation or application of this Agreement, or the rights and remedies of the Member Agencies, which cannot be resolved through discussion shall be subject to mandatory binding arbitration pursuant to California Code of Civil Procedure Section 1280, and shall not be subject to judicial determination except as expressly provided by law.
- (b) If a Member Agency wishes to submit a dispute to arbitration, it shall serve a demand for arbitration, setting forth the issues to be arbitrated and the general contentions of the Member Agency on the other Member Agencies. All demands for arbitration shall be served within one year of the event giving rise to the dispute.
- (c) The Member Agencies may mutually agree upon an arbitrator. If the Member Agencies cannot agree upon an arbitrator, the Member Agency demanding arbitration shall request a list of arbitrators with prior experience in similar disputes from the San Francisco Office of the American Arbitration Association. Each Member Agency (commencing in alphabetical order) shall alternately strike a name from the list until only one name remains.

Section 6.11. Additional Member Agencies. In addition to the original signatories to this Agreement, any Local Agency within Marin County may become a Member Agency. The addition of any new Member Agency shall become effective upon the execution on behalf of such Local Agency of a counterpart of this Agreement and the delivery of such executed counterpart to ~~the~~ District.

Section 6.12. Notices. Any notice, request, or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto, or by facsimile transmission or other form of telecommunication. Unless otherwise provided herein, notice shall be effective either: (i) upon transmission by facsimile transmission or other form of telecommunication, provided a telephonic communication of such transmission is provided; (ii) forty-eight (48) hours after deposit in the United States mail, postage prepaid; or (iii) in the case of personal delivery to any person, upon actual receipt.

Section 6.13. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 6.14. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State; and is to be so construed.

Section 6.15. Severability. Should any portion of this Agreement be held by any court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason whatsoever, the validity and enforceability of the remaining portions shall not be affected thereby.

Section 6.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6.17. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies.

~~IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the respective dates shown below:~~

~~Date: _____, 2009~~

~~Approved by Resolution of the Marin General Services Authority on _____, 2021.~~

~~Approved by the Board of Supervisors on _____, 2021~~

By: _____
President of the Board of Supervisors

**MARIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT**

COUNTY OF MARIN

By: approved on October 6, 2009, signed original on file

President of the Board of Supervisors

CITY OF BELVEDERE

By: approved on June 8, 2009, signed original on file

Mayor

CITY OF MILL VALLEY

By: approved on August 17, 2009, signed original on file

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Mayor

TOWN OF TIBURON

By: approved on July 15, 2009, signed original on file
Mayor

EXHIBIT A

| **MCSTOPPP Program Administration and Planning~~ANNUAL ACTION PLAN~~**

EXHIBIT A – Program Administration and Planning

Marin Countywide Stormwater Pollution Prevention Program

Exhibit A sets forth the roles of MCSTOPPP and the Local Programs for each task as described herein and as further set forth in MCSTOPPP's annual work plan attached as Exhibit A-1, and as amended annually.

COUNTYWIDE PROGRAM

Program Administration

DISTRICT will be the lead agency responsible for administering MCSTOPPP and will staff a Program Administrator to carry out the roles and responsibilities set forth below. Administrative duties include fostering continued implementation of the permit requirements, supporting annual reporting, coordinating meetings with local programs, and managing the financing of MCSTOPPP activities and contracts with outside agencies and organizations.

DISTRICT Staffing

DISTRICT has a MCSTOPPP staff to administer and coordinate the Countywide Program, which includes all Program Administration and Implementation Services. In addition, MCSTOPPP staff will administer and coordinate any Optional Permit Implementation Services requested in writing by Member Agencies, agreed to by MCSTOPPP and reflected in the annual work plan in Exhibit A-1.

Program Administrator Roles and Responsibilities

Overarching Roles:

- **Collaboration Lead** - Collaboration at the local, regional and statewide level is the primary means municipalities can use to save time and money implementing the General MS4 permit (permit). Collaboration involves working with MCSTOPPP permittees and stormwater agencies around the state to jointly implement certain permit provisions and leverage work of others to streamline and simplify permit implementation for municipalities. Collaboration requires one central person to act as liaison between the internal organization (municipal stormwater coordinators, Public Works' Directors and staff) and external organizations (BASMAA and CASQA). The Program Administrator fills this role and serves as the hub through which information from outside MCSTOPPP is filtered, condensed, and disseminated to the internal organization.
- **Permit Implementation Lead for Countywide Program** - Program Administrator lays out a workplan for implementation of the General MS4 permit with input and guidance from municipal stormwater coordinators. The workplan consists of specific plans and projects designed to achieve compliance with the General MS4 permit.

Municipal stormwater coordinators are in turn responsible for implementing items identified in the workplan and for compliance on an internal municipal level. Program Administrator will provide guidance and assistance as requested to meet this objective.

• **Permit Interpreter-** Despite the prescriptive nature of the new permit, there remain many places where the requirements are unclear. This requires frequent, detailed communication between Program Administrator and water boards' staff to translate written permit requirements into actionable items for permittees.

Specific Responsibilities:

- Develop and manage the Joint Exercise of Powers Agreement including a scope of work describing tasks to be performed at a Countywide Program level by MCSTOPPP vs. Local Program tasks to be performed on individual municipal level.
- Develop and manage annual budgets and multi-year budget forecasts for work performed at the MCSTOPPP level.
- Develop supporting scopes of work for activities performed at the countywide level by MCSTOPPP.
- Develop supporting scope of work for Optional Permit Implementation Services requested by Member Agencies in writing.
- Develop Implementation Plan (aka workplan) consisting of permit compliance plans and projects for consideration and approval by cities.
- Develop contracts for activities performed at the countywide level by outside contractors and consultants. Oversee contractors; facilitate review of deliverables by permittees; approve final deliverables; review and approve invoices.
- Track MCSTOPPP expenditures throughout the year and provide mid-year and end of year actual expenditures' accounting.
- Facilitate communication within MCSTOPPP.
- Facilitate MCSTOPPP meetings (Agency Staff Committee, Citizen's Advisory Committee or other workgroup), prepare agendas and minutes.
- Assist with preparation of Annual Reports and transmit to Water Board.
- Coordinate responses to comments from Water Board.
- Attend hearings on Water Board issues affecting permittees, e.g. State Water Board Trash Policy or permit reissuance hearings. Prepare and deliver written and oral testimony and prepare comment letters on behalf of MCSTOPPP.
- Negotiate permit requirements such as TMDLs.
- Website maintenance and upkeep.
- On-call consultant for individual municipal stormwater issues, e.g. construction site inspections, Water Board consultations and audits, as requested by municipal stormwater coordinators.
- Make presentations to municipal city councils, as requested by municipal stormwater coordinators.

Municipal Stormwater Coordinator Staff Roles and Responsibilities

Specific roles and responsibilities of individual municipal Stormwater Coordinators, which are those individuals tasked at the Local Agencies for implementing the Local Programs, are more particularly described in the annual work plan (Exhibit A-1) and include the

following:

Overarching Role:

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

Specific Responsibilities:

- Act as primary point of contact between the municipality and MCSTOPPP on stormwater- related matters.
- Be knowledgeable of the functions and activities of any and all municipal departments whose activities affect stormwater. Determine how regulations in the permit will affect different municipal departments. Initiate and foster communication with those departments in order to determine a means by which compliance with permit requirements can be achieved.
- Request any Optional Permit Implementation Services in writing prior to annual work plan being finalized and work with Program Administrator to develop scope of work.
- Participate in monthly MCSTOPPP Agency Staff Committee meetings. Collaborate with the Program Administrator towards the development and implementation of plans and projects that address stormwater permit requirements in order to comply with the permit.
- Facilitate and ensure municipal implementation of plans and projects developed at the countywide level by MCSTOPPP. For example, MCSTOPPP developed a Spill Response Plan (SRP) with input from the Stormwater Coordinators. The Stormwater Coordinators will ensure all affected parties within the Local Agency are aware of and follow the SRP.
- Be prepared to cast votes on behalf of their municipality on action items on the Agency Staff Committee agenda. For any particular item the Stormwater Coordinator does not feel comfortable casting a vote, pro-actively seek the approval from appropriate personnel that can act on behalf of the Local Agency.
- For any items requiring approval of the Local Agency (e.g., Program Agreements), develop supporting staff reports and ensure that items are placed on council agendas in a timely fashion.
- Disseminate information (e.g., training or workshop announcements) and materials (e.g., BMP brochures) developed at the countywide level to any and all affected departments within the Local Agency.

Countywide Program Structure

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

CITIES, TOWN, and COUNTY shall be responsible for implementing those tasks specifically required of them to comply with the General MS4 Permit requirements on the local level, the Local Program, as more particularly described in Exhibit A-1 unless added as an Optional Permit Implementation Service as set forth in the Agreement.

Exhibit A-1

MCSTOPPP Annual Program Implementation Plan

**Marin Countywide Stormwater Pollution Prevention Program (MCSTOPPP)
Annual Program Implementation Plan - FY21-22**

The details of specific permit provision requirements and prescriptive detail for each of the permit sections below is available in the NPDES General Permit of Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) (General Permit) - available from the State Water Resources Control Board (SWRCB) website:
https://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.html

Additional details about specific tasks, guidance, tools, procedures, plans and projects for each subsection below is available in the MCSTOPPP Permit Compliance and Reporting Guide:
<F:\MCSTOPPP\7-WaterBoard\2013 Phase II\implementation\MCSTOPPP Permit Compliance and Reporting Guide.xls>

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
E.1 RENEWAL TRADITIONAL SMALL MS4 PERMITTEES			
E.1	Where the requirements of a certain subsection [of the Phase II permit] provide a compliance date that is past the effective date of this Order, the Renewal Traditional Small MS4 shall implement its existing program until that date.	MCSTOPPP analyzes existing permit provisions in the context of past requirements and performance standards to identify requirements that shall be continued until or unless superseded by new requirements.	Member agencies continues to implement identified requirements and maintain documentation of their compliance activities.
E.5 SEPARATE IMPLEMENTING ENTITY (SIE) = MCSTOPPP			
E.5	Permittee may rely on SIE to satisfy one or more of the permit obligations. The SIE must agree to implement the BMPs, or components thereof, to achieve compliance with this Order. If the SIE fails to implement the BMPs, the Permittee remains responsible for compliance with this Order.	MCSTOPPP acts as the SIE for member agencies for elements of the workplan identified as countywide projects/programs or products by the MCSTOPPP agency staff committee and reflected in the MCSTOPPP Annual Program Implementation Plan.	Member agencies report MCSTOPPP as acting as a SIE and provide documentation in their annual reports to the state. Local member agencies continue to be responsible for implementing all requirements in the municipal NPDES permit.
E.6 PROGRAM MANAGEMENT ELEMENT			
E.6.	> Legal Authority - adopt new/revised relevant ordinances to obtain adequate legal authority to control pollutant discharges and meet the requirements of the Phase II Permit	MCSTOPPP identifies legal authorities needed to implement and enforce permit requirements and develops draft ordinance language to address such needed authorities.	Member agencies coordinate ordinance changes with MCSTOPPP and participate in legal and management review of proposed changes. Lead process to approve revised legal authorities through the member agency's respective governing boards/councils.
	> Enforcement Response - Identify responses to violations and describe how repeat and continuing violations are addressed by implementing progressively stricter responses as needed to achieve compliance.	MCSTOPPP developed and will continue to revise as needed the countywide enforcement response plan template.	Implement the enforcement response plan to address illicit discharges or other activities restricted by the municipal NPDES permit and maintain records of enforcement.
E.7 EDUCATION AND OUTREACH PROGRAM			
E.7.a	Public Outreach and Education - Develop and implement a public education strategy that establishes education tasks based on water quality problems, target audiences, and anticipated task effectiveness. The strategy must include identification of who is responsible for implementing specific tasks and a schedule for task implementation. Strategy must show how specific high priority stormwater quality issues or local pollutants of concern are addressed.	MCSTOPPP develops and disseminates public education and outreach materials in support of the MCSTOPPP public education strategy. The strategy: 1) utilizes public input in developing outreach materials; 2) promotes, publicizes, and facilitates anonymous public and staff reporting of creek violations and illegal discharges to the storm drain system; 3) includes outreach to school-age children; 4) includes water efficient/ stormwater friendly landscaping information; 5) includes messaging to reduce discharges from organized car washes, mobile cleaning and pressure washing; and 6) includes other specific materials targeted at high priority stormwater quality issues or local pollutants of concern.	Implement local tasks in MCSTOPPP Public Education Strategy: 1. Promote, publicize, and facilitate anonymous public and staff reporting of creek violations and illegal discharges to the storm drain system. 2. Continue storm drain marker projects where applicable with creek groups, scout troops, school groups, and other organizations 3. Maintain pet waste bag dispensers at appropriate public facilities - install new dispensers as needed (Richardson and Tomales Bay watershed municipalities). 4. Distribute outreach and educational materials to the public. 5. Fill out MCSTOPPP Annual Report Questionnaire each June/July.

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
Training Program - Conduct a training program to cover the following areas:			
E.7.b (Training)	> Illicit Discharge Detection and Elimination (IDDE) - Staff Training	MCSTOPPP developed training module (narrated powerpoint) available on our website. The module includes tracking and assessment for staff. The content in the module will be integrated into other stormwater in-person and on-line staff trainings. MCSTOPPP tracks MCSTOPPP trainings attended by your staff on behalf of municipalities.	Require relevant staff to attend MCSTOPPP or other adequate IDDE (E.9) training within 6-months of hire date and on a periodic basis. Send relevant municipal maintenance staff to MCSTOPPP training workshops and require relevant staff to complete self-guided MCSTOPPP training modules as needed.
	> Construction Site Runoff Controls - Staff Training & Site Operator Training	MCSTOPPP developed an ESCP template and municipal review training. MCSTOPPP offers training opportunities annually and conducts outreach to invite contractors. MCSTOPPP website provides resources for construction site operators.	Require relevant staff to attend MCSTOPPP or other relevant training on construction site stormwater management (E.10). on ESCP and QSD credential requirements. Make sure permittees have at least 1 QSD on staff who can oversee ESCP reviewers and inspectors. Conduct outreach and education to contractors through conditions of approval, permits, websites, etc.
	> Pollution Prevention and Good Housekeeping - Staff Training	MCSTOPPP developed training module (narrated powerpoint) available on our website. The module includes tracking and assessment for staff. The content in the module will be integrated into other stormwater in-person and on-line staff trainings. MCSTOPPP tracks MCSTOPPP trainings attended by your staff on behalf of municipalities.	Send relevant municipal maintenance staff to MCSTOPPP training workshops and require relevant staff to complete self-guided MCSTOPPP training modules as needed. Provide MCSTOPPP self-guided training modules to new hires and for review as needed. Develop internal tracking for staff training. MCSTOPPP will also track completion of MCSTOPPP trainings on behalf of municipalities.
PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM			
E.8	Involve the public in the development and implementation of activities related to the program; Ensure public can access info about program	MCSTOPPP integrated public involvement elements into the public education strategy. MCSTOPPP facilitates a Citizen Advisory Committee as well as the Clean Marin Steering Committee to engage the public in program development and implementation.	Member Agencies create involvement opportunities for local projects and activities.
ILLICIT DISCHARGE DETECTION AND ELIMINATION			
E.9	> Outfall Mapping - Create and maintain accurate storm drain outfall map including a site visit to each outfall.	MCSTOPPP created a map of public storm drain outfalls. These Permittee-operated outfalls, as well as receiving water bodies, priority areas, field sampling stations (priority outfalls), drainage areas and land uses contributing to each outfall, and the permit boundary were all included in this map.	Member Agencies will review mapped outfalls, confirm ownership, and review priority areas and identify additional priority areas as needed. Let MCSTOPPP know if you add or remove municipally owned outfalls.
	> Field Sampling to Detect Illicit Discharges - Visit each outfall once, sample dry weather flow. Annually conduct dry weather flow water quality monitoring at priority area outfalls.	All outfalls that were flowing were either sampled for the pollutants listed in Table 1 under E.9.c. or the source of the flow was tracked and confirmed to be groundwater, in which case no sampling was deemed necessary, or identified as an illicit discharge and reported to the municipality. MCSTOPPP will conduct annual monitoring at outfalls in priority areas and will report results to municipalities and will refer any action level exceedances or tracked illicit discharges to you for follow-up investigation.	Retain Outfall Assessment Field Sheet provided to your local stormwater coordinator by MCSTOPPP
	> Illicit Discharge Detection and Elimination Source Investigations and Corrective Actions - Develop and implement written procedures for investigations and corrective actions of IDDEs according to permit requirements.	MCSTOPPP developed written procedures for investigations and corrective actions for illicit discharge detections and included in the MCSTOPPP Illicit Discharge and Spill Response Plan	Implement the MCSTOPPP Illicit Discharge and Spill Response Plan, prioritizing investigations of suspected sanitary sewage and/or significantly contaminated discharges. Respond to illicit discharges and conduct follow-up investigations to certify that corrective actions and/or BMPs are completed. Document the report, response and outcome for investigations of illicit discharges.

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
	> Spill Response Plan - Develop and Implement a Spill Response Plan	MCSTOPPP developed the Spill Response Plan and combined with the Illicit Discharge response protocol in the MCSTOPPP Illicit Discharge and Spill Response Plan	Implement the MCSTOPPP Illicit Discharge & Spill Response Plan
	> Industrial/Commercial Facilities & Sources - Maintain inventory annually. Utilize the inventory to identify facilities for inspections of potential illicit discharges and referral as IGP non-filer.	MCSTOPPP will update list annually. MCSTOPPP will evaluate applicability and filing status of the IGP. MCSTOPPP prepared a template letter notifying the property owner of potential non-filing status	Member Agencies will review annual updates to business list provided by MCSTOPPP. Let MCSTOPPP know if a select business type opens or closes within your municipality. Member Agencies will correspond with non-filers to communicate status.
Action Plan 2010	> Business Inspection Program - Check for stormwater issues while conducting existing inspections done by outside routine inspection agencies. Refer issues for follow-up inspection/enforcement.	MCSTOPPP coordinates trainings or outside inspection agency staff. MCSTOPPP refers issues to local stormwater coordinator for follow-up inspection/enforcement of issues noted during routine business inspections.	Member Agencies staff respond to business inspection referrals under their IDDE program in accordance with the MCSTOPPP Illicit Discharge & Spill Response Plan.
E.10	CONSTRUCTION SITE STORM WATER RUNOFF CONTROL PROGRAM		
	> Enforceable construction site stormwater runoff control ordinance	MCSTOPPP developed model ordinance language and facilitated member agency review.	Adopted and continue to implement enforceable ordinance for construction site stormwater runoff control.
	> Construction Site Inventory - Create inventory of all projects subject to local stormwater ordinance	MCSTOPPP developed inventory template form, provides response to requests for clarification of regulatory implementation by member agencies.	Created, maintained, and continuously updated an inventory of all projects subject to local construction site stormwater runoff control ordinance according to the minimum requirements listed in section E.10.a(ii)(a-h).
E.10	> Construction Plan Review and Approval Procedures - Develop and implement procedures to review and approve required Erosion and Sediment Control Plans	MCSTOPPP developed procedures that include the minimum requirements listed in section E.10.b(ii)(a-e) to review and approve construction plan documents (i.e., erosion and sediment control plans).	Require applicants to submit ESCP based on your local ordinance (refer to MCSTOPPP materials for guidance); Member Agency plan review staff will follow the procedures developed by MCSTOPPP for evaluating ESCPs. Member Agency must have a QSD who oversees review of ESCPs
	> Construction Site Inspection and Enforcement - Inspect constructions sites that have an ESCP, maintain inspection log, implement enforcement response plan.	MCSTOPPP developed the Erosion and Sediment Control Inspection Log for use by member agency inspection staff. MCSTOPPP provides response to requests for clarification of regulatory implementation by member agencies.	Inspect constructions sites that have an ESCP. Fill out inspection log. Use form provided by MCSTOPPP or internal system but you must collect information provided in MCSTOPPP Erosion and Sediment Control Inspection Log.
E.11	POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR PERMITTEE OPERATIONS PROGRAM		
E.11.a	Inventory of Permittee-Owned and Operated Facilities - Develop and maintain inventory of all Permittee owned or operated facilities that are a potential threat to water quality	MCSTOPPP helps develop and update Permittee facility list, add to GIS and MarinMap, and provide each municipality with a finalized spreadsheet as part of the E9/E11 Deliverables package.	Each municipality provides MCSTOPPP with an inventory of their facilities, which includes a description of each facility's discharge points. This inventory will need to be updated as needed, at minimum annually. Let MCSTOPPP know if you add or remove municipally owned or operated facilities
E.11.b	Map of Permittee-owned or Operated Facilities - Develop a map of inventoried facilities	MCSTOPPP entered each municipality's facilities, as parcels, into Marin Map and also provided a finalized table of facilities to each municipality.	Provide updated facilities lists annually to MCSTOPPP

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
E.11.c	Facility Assessment - Conduct and document a comprehensive inspection and assessment of pollutant discharge potential and identification of pollutant hotspots at municipally-owned or operated facilities.	MCSTOPPP developed: 1. Comprehensive assessment procedures to inspect facilities for pollutant discharge potential and identification of pollutant "Hotspots" 2. Quarterly visual and Annual comprehensive re-assessment procedures Site evaluation forms were developed by MCSTOPPP with local program (Agency Staff Committee) input, and are posted on the website.	LOCAL PROGRAMS (Municipalities) must conduct the inspections and assessment following the procedures developed in cooperation with MCSTOPPP and retain the site evaluations for each of their facilities.
E.11.d	Stormwater Pollution Prevention Plans - Develop and implement SWPPPS for municipally owned facilities that are identified as "Hotspots"	MCSTOPPP provided guidance for applicability of SWPPP requirements for facilities based on current site documentation.	If no SWPPP, Hazardous Materials Business Plan, Spill Prevention Plan, or other equivalent document exists, municipalities must develop and implement a SWPPP for each of their "Hotspot" facilities and keep the SWPPP onsite.
E.11.e	Inspections, Visual Monitoring and Remedial Action - Conduct quarterly visual and annual comprehensive inspections of municipal hotspot facilities	MCSTOPPP developed procedures and forms to conduct facility inspections. Inspection procedures, forms, and inspection log template were developed by MCSTOPPP and are available on the MCSTOPPP website	Municipalities must conduct inspections and maintain a log of inspections and any corrective actions.
E.11.f	Storm Drain System Assessment and Prioritization - Assess and prioritize maintenance of storm drain system infrastructure.	MCSTOPPP provided extensive guidance on this through Agency Staff Committee meetings, tool development, guidance and trainings	Each municipality needs to assess and prioritize their storm drain facilities.
E.11.g	Maintenance of Storm Drain System - Inspect and maintain prioritized storm drain system; manage waste removed; verify storm drain labels	Recommend using log sheet template provided by MCSTOPPP or other substantially similar internal tracking system. MCSTOPPP developed the Municipal Operations and Maintenance BMP reference guide to assist in compliant program implementation.	Inspect the municipality's storm drain system based on priorities established in Year 2 under E.11.f. At a minimum, inspect all high priority catch basins and systems annually. Develop and implement a cleaning schedule based on the prioritization of the catch basins (see E.11.f.) Develop and implement a procedure to dewater and dispose of materials extracted from catch basins, to ensure that water removed during catch basin cleaning and waste material will not re-enter the storm drain system (MS4)
E.11.h	Permittee Operations and Maintenance Activities (O&M) - Develop program to assess O&M activities for potential to discharge pollutants and evaluate O&M BMPs quarterly	MCSTOPPP Municipal Operations and Maintenance BMP reference guide Tracking template may also be developed to support compliance.	Municipalities will follow the guide - track quarterly evaluation of O&M BMPs
E.11.i	Incorporation of Water Quality and Habitat Enhancement Features in Flood Management Facilities - Develop and implement process for incorporating water quality and habitat enhancement into new and rehabilitated flood management projects	MCSTOPPP facilitates the Marin Project Coordination meeting to provide a forum for public and private projects to coordinate resource agency permit requirements and project guidance.	Participation in a Watershed Program and compliance achieved through project-specific outside agency permits.

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
E.11.j	<p>Landscape Design and Maintenance - Implement a landscape design and maintenance program to reduce the amount of water, pesticides and fertilizers used by Permittees</p>	<p>MCSTOPPP developed the E11j Landscape Pesticide TMDL Guidance pdf and maintains updated versions on the MCSTOPPP website.</p> <p>MCSTOPPP develops and facilitates biennial staff trainings on BMPs for operation and maintenance activities.</p>	<p>Your municipality is responsible for implementing these requirements. Refer to Fact Sheet on Phase II Permit Compliance Tracking for: E.11.j. Municipal Landscape Design and Maintenance and Pesticide Total Maximum Daily Load (TMDL).</p> <p>Implement practices that reduced the discharge of pesticides, herbicides and fertilizers. Implement educational activities for municipal applicators and distributors. Implemented landscape management measures that rely on non-chemical solutions. Collect and properly dispose of unused pesticides, herbicides and fertilizers. Minimize irrigation runoff by using an evapotranspiration-based irrigation schedule and rain sensors. Record the types and amounts of pesticides, herbicides and fertilizers used in the permit area.</p> <p>Send staff to periodic MCSTOPPP trainings on E.11.</p>

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
<p>Action Plan 2010 - Municipal Operations</p>	<p>Continue to implement the previously approved stormwater management plan. - Street Sweeping Program - Pump Station Maintenance Program - Road and Train construction, maintenance & repair</p>	<p>MCSTOPPP developed the E.11 BMP Guidelines for O&M Activities covering these activities.</p>	<p>Continue street sweeping program. Follow O&M-07 in MCSTOPPP Municipal Field Operations and Maintenance Activities Best Management Practices Guidelines.</p> <p>Track miles swept and volume removed.</p> <p>Conduct Road and trail construction, maintenance, and repair BMPs implemented to prevent and control erosion and to reduce sediment loading in creeks.</p> <p>Use internal tracking system for inspection of wet wells and forebays</p>
<p>E.12 POST CONSTRUCTION STORMWATER MANAGEMENT PROGRAM</p>			
<p>E.12.a-g.</p>	<p>Post-Construction Treatment Measures - Regulate new and redevelopment projects to comply with permanent stormwater control requirements.</p>	<p>MCSTOPPP assisted in the development of the BASMAA Post Construction Manual and other guidance for stormwater treatment and control measures for public and private new and redevelopment projects.</p> <p>MCSTOPPP developed model ordinance language to comply with this section, provided templates for governing body approvals and facilitated communications with member agency management and elected officials.</p> <p>MCSTOPPP maintains web resources to promote green infrastructure and low impact development designs to manage runoff from impervious areas and provides advice and guidance to member agencies on specific project implementation measures.</p>	<p>Require public and private development projects subject to E.12 requirements to follow the BASMAA Post Construction Manual.</p> <p>Implement standards, including measures for site design, source control, runoff reduction, stormwater treatment and baseline hydromodification management, on public and private new and redevelopment projects.</p> <p>Use the BASMAA Post Construction Manual and other guidance on MCSTOPPP website to comply. Ask MCSTOPPP for specific project implementation questions.</p>
<p>E.12.h</p>	<p>Operation and Maintenance of Post-Construction Stormwater Management Measures - Implement an O&M verification program for stormwater treatment and baseline hydro-modification projects.</p>	<p>MCSTOPPP developed model ordinance language to establish legal authority as well as the Stormwater Operations and Maintenance (O&M) Plan Template and O&M Agreement Template for use by public and private Regulated Projects.</p> <p>MCSTOPPP includes O&M requirements in E.12 trainings for public employees and private development professionals as well as maintaining resources on the website.</p> <p>MCSTOPPP developed O&M Inspection form and ArcGIS-based on-line inventory system to track post-construction stormwater facilities countywide.</p>	<p>Member agencies adopted ordinance language to establish legal authority.</p> <p>Member agencies require O&M plans and legally enforceable mechanisms (i.e. O&M Agreements) for all regulated projects.</p> <p>Member agencies send relevant staff to MCSTOPPP trainings.</p>
<p>E.12.i</p>	<p>Post-Construction BMP Condition Assessment - The Permittee shall develop and implement a plan to inventory, map, and determine the relative maintenance condition of structural post-construction BMPs.</p>	<p>MCSTOPPP developed an inventory tracking spreadsheet for public and private projects with permanent stormwater control facilities.</p> <p>MCSTOPPP developed O&M Inspection form and ArcGIS-based on-line inventory system to track post-construction stormwater facilities countywide.</p> <p>MCSTOPPP will coordinate the required 1x/5year municipal inspection of all regulated project facilities.</p>	<p>Member agencies inspect public post-construction facilities and communicate self-inspection requirements to private projects in their jurisdictions.</p> <p>Member agencies update the inventory of permanent stormwater control facilities annually and provide details to MCSTOPPP</p>

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
E.12.j	<p>Planning and Development Review Process - Review planning and permitting process and landscape code and amend as necessary to provide effective implementation of post-construction requirements.</p>	<p>MCSTOPPP provided model ordinance language to each municipality to help with this requirement.</p> <p>MCSTOPPP provided the "E12j Reporting_Table.doc" template and instructions for filling it out in FY 13-14 and a memo from Dan Cloak on how to comply with this requirement.</p>	<p>Your Council (or Board) adopted changes to the urban runoff pollution prevention ordinance or equivalent. This provided authority needed to effectively administer post-construction requirements and to comply with this requirement (E.12.j).</p> <p>Keep copy of your completed E.12g-E.12j reporting form on file through the end of the permit term</p>
E.13 WATER QUALITY MONITORING			
E.13.b. & c.	<p>ASBS/TMDL/303(d) Monitoring - MS4s w ASBS or TMDLs must comply monitoring requirements and schedule.</p> <p>Receiving Water Monitoring and Special Studies - as required</p>	<p>MCSTOPPP will communicate with regulators regarding required water quality monitoring.</p> <p>MCSTOPPP will assist in developing TMDL-specific monitoring programs as required by the phase II permit. MCSTOPPP completed the required pesticide monitoring in FY15-16 and FY16-17.</p> <p>No E.13 monitoring is required in FY21-22.</p>	<p>Member agencies will provide MCSTOPPP requested information regarding TMDL pollutant sources, monitoring locations and participation in countywide monitoring programs.</p> <p>Member agencies affected by specific TMDLs will participate in program discussions and development of required monitoring programs with MCSTOPPP and regulators. May result in optional program implementation costs to be shared by participating member agencies.</p>
E.14 PROGRAM EFFECTIVENESS ASSESSMENT and IMPROVEMENT PLAN (PEAIP)			
E.14.a	<p>Program Effectiveness Assessment and Improvement Plan (PEAIP) - describe implementation of the PEAIP, summarize data obtained through effectiveness assessment measures and the short and long-term progress of the storm water program.</p>	<p>MCSTOPPP led local efforts to develop the BASMAA PEAIP for Marin, Napa, Sonoma and Solano Counties.</p> <p>MCSTOPPP produces the annual PEAIP/TMDL report based on data provided by the member agencies. The annual PEAIP/TMDL report is submitted to the State with each permittee's annual report.</p> <p>MCSTOPPP evaluate program improvements in response to PEAIP outcomes.</p>	<p>Member agencies provide data on an annual basis in response to MCSTOPPP's request to complete the PEAIP/TMDL data tables summarizing local program activities related to:</p> <ol style="list-style-type: none"> 1) Construction site runoff control program 2) Pesticide management and use 3) Pathogen control activities (Richardson Bay dischargers only) - pet waste bag distribution, sewer lateral replacement programs, IDDE activities

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
E.15	TOTAL MAXIMUM DAILY LOADS COMPLIANCE REQUIREMENTS		
E.15	Comply with all approved TMDLs (Attachment G) -	MCSTOPPP will lead communications with regulators regarding implementation of applicable actions for effective TMDLS and development of regulatory language for new TMDLs or implementation actions.	
	Diazinon and pesticide-related toxicity TMDL	MCSTOPPP completed required pesticide monitoring in FY16-17. MCSTOPPP continues to provide guidance and coordination with local IPM programs to facilitate local member agency's compliance with the required implementation actions listed in Attachment G.	Member agencies must adopt and implement a pesticide-related toxicity control program (either via IPM program or ordinance) that includes tracking municipal pesticide use and training, requirements for municipal contractors, tracking and reporting of violations.
	PCBs TMDL - SF Bay	MCSTOPPP to continue negotiations with SF RWQCB staff on TMDL implementation actions that will be integrated into the TMDL attachment of the Phase II permit reissuance. MCSTOPPP to conduct preliminary planning project to identify legacy source properties or historic land-use sources. MCSTOPPP to analyze green infrastructure targets for total public and private new and redevelopment over permit term.	Member agencies to provide available data and information to support MCSTOPPP planning and analysis.
	Mercury TMDL - SF Bay	MCSTOPPP to analyze green infrastructure targets for total public and private new and redevelopment over permit term.	Member agencies to provide available data and information to support MCSTOPPP planning and analysis.
	Pathogens TMDL - Richardson Bay Only includes the following member agencies: Belvedere County of Marin Mill Valley Sausalito Tiburon	MCSTOPPP continues to compile annual report information and host outreach materials on our website regarding required TMDL implementation actions, including: - Public Participation and Outreach - Pet Waste Management - Illicit Discharge Detection and Elimination - Pollution Prevention and Good Housekeeping	Implement local compliance programs including the following elements: - Public Participation and Outreach - provide outreach to the public regarding sources of bacteria pollution. - Pet Waste Management - implement a program to reduce pet waste loading. - Illicit Discharge Detection and Elimination - detect and eliminate sewage discharges to Richardson Bay - Pollution Prevention and Good Housekeeping - implement municipal maintenance program to reduce bacteria loads (e.g. street sweeping)
	Pathogen TMDL - Petaluma River Only includes the following member agencies: County of Marin City of Novato	MCSTOPPP continues to track regulatory developments and coordinate with affected member agencies and regional partners under the same TMDL.	County of Marin and City of Novato coordinate development of a monitoring program with regional partners and evaluate programmatic requirements for source control actions under the TMDL.
	Pathogen TMDL - Tomales Bay Only includes the following member agencies: County of Marin	MCSTOPPP continues to track regulatory developments and coordinate with affected member agencies and regional partners under the same TMDL.	County of Marin continues to implement public education and outreach and source control activities to reduce the amount of pet waste or other bacteria sources to the watershed.
	Sediment TMDL - Lagunitas Creek Only includes the following member agencies: County of Marin	MCSTOPPP continues to track regulatory developments and coordinate with affected member agencies and regional partners under the same TMDL.	County of Marin continues to implement public education and outreach and source control activities as well as road culvert improvement program to reduce the amount of potential fine sediment discharges to the watershed.
E.16	ANNUAL REPORTING PROGRAM		
E.16	Use SMARTS to complete, certify and submit annual report	MCSTOPPP will provide guidance each summer on answering each annual report question. MCSTOPPP will request some information from member agencies each June/July in the MCSTOPPP Annual Report Questionnaire, will provide countywide reporting products and will assist the member agencies as needed to complete the SMARTS annual report.	Fill out SMARTS annual report and have your DAR or LRP certify report for electronic submittal

Permit Provision	Description	MCSTOPPP Role and Responsibility	Local Member Program Role and Responsibility
TRASH CONTROL PROGRAM			
<p>Permit section TBD. June 2017 "13383 Letter" from SWRCB</p>	<p>Implement a trash reduction program for the municipal storm drain systems</p>	<p>Continue planning and implementing countywide trash control program through:</p> <ul style="list-style-type: none"> - Mapping of existing PLU and SD infrastructure - Contract engineering and design services for large full trash capture feasibility analyses, site-specific designs and cost estimates. - Recommended treatment options for different Trash Management Areas - Implement grant funded projects to install certified full trash capture devices and develop effective institutional controls. - Develop and implement public outreach and education programs on litter reduction. - Seek funding for full trash capture projects from outside agencies (e.g. state and federal grants, cooperative agreements with Caltrans, etc) - Manage vendors of certified devices installing in municipally approved locations. - Manage contract for storm drain facility maintenance performed at direction of member agencies. - Develop tracking systems for installed device inventory and maintenance program. - Communicate installed device locations to the mosquito control district. 	<p>Member agencies provide institutional knowledge to evaluations of trash control solutions for each priority Trash Management Area.</p> <p>Member agencies select locations and devices for installation.</p> <p>Member agencies participate in development of public outreach and education programs and promote them locally.</p> <p>Provide updates to MCSTOPPP on local implementation actions.</p>
OTHER REGULATORY COORDINATION AND COMMUNICATION			
<p>Other</p>	<p>Regulatory Coordination and Communication</p>	<p>Lead and coordinate communication with regulators. Actively engage with regional and statewide stakeholder groups and regulators on emerging regulatory issues and changes to regulatory permits. Represent the viewpoints of member agencies.</p> <p>Participate in regional coordination with other municipal permittees through BASMAA/BAMS Collaborative, CASQA, NBWA, IRWMP Coordinating Committee and others as appropriate.</p>	<p>Inform MCSTOPPP of regulatory questions or inquiries from regulators. Provide information to MCSTOPPP requests. Provide comments and concerns to draft regulatory language or regulatory actions.</p>
GRANTS AND OTHER OUTSIDE FUNDING			
<p>Funding</p>	<p>Secure outside funding for stormwater pollution prevention projects</p>	<p>MCSTOPPP to pursue outside funding from local, regional, state or federal groups to advance stormwater pollution prevention projects. Including, applying for, receiving and implementing grants, and cooperative agreements with other agencies. Identify public private partnership opportunities; Contract with professional and trade service providers to implement funded projects and programs.</p> <p>Reimburse local member agencies for work they implemented that was funded by grants or cooperative agreements.</p>	<p>Participate in the development of grant applications and project implementation. Support MCSTOPPP to manage contractors doing work on municipal properties.</p>
Optional Permit Implementation Services			
<p>Optional Permit Implementation Services</p>	<p>Provide additional, optional services as requested and funded by requesting member agency(-ies)</p>	<p>Scope requested optional permit implementation services requested by member agency(-ies); provide cost and relative share to member agency(-ies) for approval before including in annual work plan.</p> <p>Include approved Optional Permit Implementation Services in annual work plan and budget for approval by Agency Staff Committee and normal budget approval process.</p> <p>Implement optional services according to approved workplan.</p>	<p>Member agency Identifies local program tasks/projects or programs that they request MCSTOPPP to complete on their behalf.</p> <p>Request any Optional Permit Implementation Services in writing prior to annual work plan being finalized and work with Program Administrator to develop scope of work.</p>



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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN GENERAL SERVICES AUTHORITY
UPDATING THE MCSTOPPP JOINT EXERCISE OF POWER AGREEMENT**

RESOLUTION 2021 - 08

WHEREAS, the staff of the Marin County Stormwater Pollution Prevention Program (MCSTOPPP) has prepared a draft Amended and Restated Joint Exercise of Powers Agreement (JEPA); and

WHEREAS, the MGSA Board of Directors had the responsibility to review and recommend approval of amendments to the JEPA to the Marin County Flood Control and Water Conservation District Board of Supervisors; and

WHEREAS, on August 5, 2021, the MCSTOPPP staff presented and the MGSA Board reviewed and discussed the Amended and Restated JEPA for MCSTOPPP.

NOW THEREFORE, BE IT RESOLVED that the MGSA Board of Directors recommends to the Marin County Flood Control and Water Conservation District Board of Supervisors approval of the Amended and Restated Joint Exercise of Powers Agreement for MCSTOPPP as presented to the MGSA Board of Directors.

Adopted this 5th day of August 2021.

Ayes: Alilovich, Blunk, Chanis, McGill, Middleton, Nicholson, Poster

Noes: Alilovich, Blunk, Chanis, McGill, Middleton, Nicholson, Poster

Absent: Alilovich, Blunk, Chanis, McGill, Middleton, Nicholson, Poster

Greg Chanis
President, MGSA Board of Directors

Attested By:

Michael S. Frank
Executive Officer