



CITY OF
FOLSOM
DIVERSITY BY NATURE

Folsom City Council Staff Report

MEETING DATE:	3/11/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11336 – A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding with the County of Sacramento for Commercial and Industrial Stormwater Inspections and Enforcement within Folsom to Comply with the City’s National Pollutant Discharge Elimination System (NPDES) Permit
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11336 – A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding with the County of Sacramento for Commercial and Industrial Stormwater Inspections and Enforcement within Folsom to comply with the City’s National Pollutant Discharge Elimination System (NPDES) Permit.

BACKGROUND / ISSUE

The City of Folsom is a member of the Sacramento Stormwater Quality Partnership, along with the County of Sacramento and the Cities of Sacramento, Citrus Heights, Galt, Rancho Cordova, and Elk Grove (collectively referred to as Permittees). The partnership exists to develop programs and policies for compliance with waste discharge requirements (National Pollutant Discharge Elimination System [NPDES] Permit No. CAS085324 hereinafter referred to as “Permit”) issued jointly to all the Permittees by the California Regional Water Quality Control Board (RWQCB) for municipal stormwater discharges.

City Council passed Resolution No. 7271 on February 24, 2004, authorizing the City to enter into its first 5-year Memorandum of Understanding (MOU) with Sacramento County Environmental Management Division (County EMD) to provide inspection and enforcement services at industrial and commercial facilities to meet certain requirements of the Permit. The MOU details the

responsibilities for the inspection program, enforcement, industry notification, record keeping, and complaint response. All Permittees executed separate 5-year agreements with County EMD to provide the same basic services. The 2004 MOU was first renewed in 2010 and again in 2015 and 2020. The current 2020 MOU agreement expires on June 30, 2025. County EMD and the Permittees have agreed that there is interest to continue the program and accordingly developed a new 5-year agreement which is included as Attachment 2.

POLICY / RULE

City Council authorization is required to enter into an inter-agency Agreement.

ANALYSIS

Attachment K – Prescriptive Requirements of the NPDES Permit No. CAS085324 (Permit) requires the City to inspect and ensure certain commercial/industrial facilities comply with the Permit and the City’s Stormwater Ordinance. The current MOU between the City and the County EMD for these services expires on June 30, 2025. To avoid disruption to the program and noncompliance with the City’s stormwater permit, it is requested that the new MOU be adopted. The County of Sacramento will execute a new MOU with each agency under separate agreements to authorize the same terms of the agreement.

The Memorandum of Understanding with the County of Sacramento for implementing the Commercial and Industrial Stormwater Compliance Program required under the National Pollutant Discharge Eliminate System (NPDES) Permit No. CAS085324 has been reviewed and approved by the City Attorney’s office, and a copy is included as Attachment 2.

FINANCIAL IMPACT

The County’s inspection program is entirely fee based, and other than continued City staff time for coordination and oversight it will have no financial impact on the City. The County charges the private businesses within our jurisdiction an annual inspection fee to be in the inspection program.

If the MOU is not approved, the City would have to spend significant additional staff time conducting the inspections and enforcement actions or hire a consultant to perform the required activities.

ENVIRONMENTAL REVIEW

This action to enter into an MOU with the County does not call for the implementation of specific projects and only outlines an inspection program assigning roles and responsibilities and therefore is not subject to environmental review.

ATTACHMENTS

1. Resolution No. 11336 - A Resolution Authorizing the City Manager to Execute a

Memorandum of Understanding with the County of Sacramento for Commercial and Industrial Stormwater Inspections and Enforcement within Folsom to Comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit

2. Memorandum of Understanding with the County of Sacramento for Commercial and Industrial Stormwater Inspections and Enforcement within Folsom to Comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit

Submitted,

Mark Rackovan, Public Works Director

Attachment 1

Resolution No. 11336

RESOLUTION NO. 11336

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SACRAMENTO FOR COMMERCIAL AND INDUSTRIAL STORMWATER INSPECTIONS AND ENFORCEMENT WITHIN FOLSOM TO COMPLY WITH THE CITY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

WHEREAS, the Public Works Department oversees the City's compliance with waste discharge requirements of the City's National Pollutant Discharge Elimination System (NPDES) Permit issued by the California Regional Water Quality Control Board; and

WHEREAS, Attachment K – Prescriptive Requirements of the NPDES Permit No. CAS085324 (Permit) requires the City to inspect and ensure certain commercial/industrial facilities meet compliance with the Stormwater Ordinance; and

WHEREAS, on June 15, 2020, the County and the City entered into a 5-year Memorandum of Understanding (hereinafter referred to as the "Agreement") for ongoing inspections and enforcement at commercial and industrial sites within the City of Folsom to satisfy those specific requirements of the Permit; and

WHEREAS, as stated therein, the current Agreement expires June 30, 2025; and

WHEREAS, the City and County have developed a new Agreement with terms and provisions intended to update those set forth in the present Agreement; and

WHEREAS, to provide a consistent program across the county, lessen the burden to local businesses affected, and reduce administrative costs, Sacramento County agrees to implement the required compliance program for all permitted agencies; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a Memorandum of Understanding with the County of Sacramento for Commercial and Industrial Stormwater Inspections and Enforcement within Folsom to comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit.

PASSED AND ADOPTED this 11th day of March, 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

Memorandum of Understanding with the County of Sacramento for Commercial and Industrial Stormwater Inspections and Enforcement within Folsom to Comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2025, between the COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGEMENT DEPARTMENT, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the CITY OF FOLSOM, a charter municipal corporation (hereinafter referred to as "CITY").

RECITALS

WHEREAS, in 1987 Congress amended Section 402 of the Federal Clean Water Act to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permits for stormwater discharges; and

WHEREAS, the regulations are designed to control pollutants associated with stormwater discharges through the use of the National Pollutant Discharge Elimination System ("NPDES") permit system which allows the lawful discharge of stormwater into the waters of the United States; and

WHEREAS, the EPA has delegated to the State of California the authority to issue NPDES permits; and

WHEREAS, the California Regional Water Quality Control Board, Central Valley Region ("Regional Board") has been charged by the California State Water Resources Control Board with the responsibility to issue NPDES permits within the Central Valley Region; and

WHEREAS, on June 23, 2016, the Regional Board adopted a NPDES stormwater permit No. CAS0085324, Order No. R5-2016-0040-006, (hereinafter referred to as "Permit") for the County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento (PERMITTEES); and

WHEREAS, references in this AGREEMENT to the Permit shall be construed as including applicable sections of the Stormwater Quality Improvement Plan, (SQIP), and any other valid order or instrument issued by the Regional Board regarding implementation of the Permit; and

WHEREAS, PERMITTEES must comply with the Permit, its successor Permit, and other stormwater compliance documents subject to modification by the Regional Board; and

WHEREAS, CITY is responsible for overseeing regulatory compliance with the Permit for areas within its jurisdiction; and

WHEREAS, CITY has adopted a Stormwater Ordinance set forth at Chapter 8.70 of the Folsom Municipal Code ("Stormwater Ordinance") to prohibit the discharge of pollutants to CITY's municipal stormwater conveyance system; and

WHEREAS, Section 2.7 of the SQIP includes the requirement to track, inspect and ensure compliance with the Stormwater Ordinance at industrial and commercial facilities; and

WHEREAS, COUNTY, as both the State designated Certified Unified Program Agency (CUPA) and Environmental Health Agency for Sacramento County, is currently tracking, conducting inspections and otherwise regulating, pursuant to Division 20, Chapter 6.11, and Division 104, Part 7 of the Health and Safety Code, the majority of the commercial and industrial facilities that are subject to compliance with the Stormwater Ordinance; and

WHEREAS, CITY has determined that the cost to track, inspect and ensure stormwater compliance at commercial and industrial facilities is such that it would be more economical, feasible, and appropriate to utilize the services of COUNTY to fulfill the commercial/industrial stormwater program requirements of the Permit; and

WHEREAS, Article 11, section 8, of the California Constitution provides that a county may agree with a city within its borders to perform specified municipal functions, if provided by their respective charters, and the City and County Charters allow the City Council and the Board of Supervisors, respectively, to enter into agreements for the performance of municipal functions by COUNTY; and

WHEREAS, pursuant to Folsom Municipal Code Chapter 8.70, **STORMWATER MANAGEMENT AND DISCHARGE CONTROL**, Section 8.70.320, **Commercial and Industrial facility inspections**, and Section 8.70.400, **Enforcement**, CITY may enter into agreements with COUNTY and its authorized officials and employees to administer and enforce the CITY Stormwater Ordinance with respect to commercial and industrial facilities in the CITY by including these facilities in COUNTY's commercial and industrial compliance program; and

WHEREAS, pursuant to Folsom Municipal Code Section 8.70.400 (C), if CITY and COUNTY enter into such an agreement, any administrative or civil enforcement by COUNTY of the CITY Stormwater Ordinance with respect to such commercial and industrial facilities shall be governed by and conducted pursuant to the COUNTY's own stormwater ordinance; and

WHEREAS, COUNTY and CITY desire to enter into the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. SCOPE OF SERVICES

COUNTY shall provide services in the amount, type, and manner described in Exhibit "A", which is attached hereto and incorporated herein.

CITY shall provide services in the amount, type, and manner described in Exhibit "B", which is attached hereto and incorporated herein.

II. COST SHARE

Each party shall be responsible for the costs of implementing their respective services as described in Exhibits "A" and "B."

III. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2030, unless sooner terminated as provided herein.

IV. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed as follows:

TO COUNTY

Jenea Monasterio, Director
Director
Sacramento of County
Environmental Management Department
11080 White Rock Road, Suite 200
Rancho Cordova, CA 95670

TO CITY

Mark Rackovan,
Department of Public Works
City of Folsom
50 Natoma Street
Folsom, CA 95630

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

V. COMPLIANCE WITH LAWS

CITY and COUNTY and their respective officers and employees shall observe and comply with all applicable Federal, State, County and City laws, regulations and ordinances, including but not limited to laws, regulations and ordinances governing conflict of interest.

VI. EMPLOYMENT STATUS OF PERSONNEL

1. Any persons employed by COUNTY for the performance of services pursuant to this Agreement shall remain employees of COUNTY, shall at all times be under the direction and control of COUNTY, and shall not be considered employees of CITY. All persons employed by COUNTY to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges afforded to COUNTY employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to CITY employees.
2. For the purpose of performing the services provided for in this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of the CITY while performing such services for CITY, provided that such services are within the scope of this Agreement, are purely municipal functions and

are performed as authorized by the Folsom Municipal Code. Notwithstanding the agency relationship established by this subsection, the CITY shall not be liable for any act or omission of any COUNTY officer or employee.

3. CITY shall not be liable for the payment of any salaries, wages, compensation or other benefits to any COUNTY employee performing services pursuant to this Agreement, or for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment with the COUNTY and providing services pursuant to this Agreement.
4. COUNTY hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

VII. SHARE OF LIABILITIES

Notwithstanding any provision hereof to the contrary, if the Regional Board or other regulatory agency imposes penalties on the CITY, or any third party files a lawsuit against the CITY, based on any violation of the Permit by CITY, and such violation is related to any activities performed by either party under this Agreement, each party shall be responsible for the costs of such penalties or third party lawsuits to the extent that such penalties or lawsuits arise from activities performed or required to be performed by that party, its officers, directors, agents, employees, and volunteers, under this Agreement.

VIII. INDEMNIFICATION

CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY officers, directors, agents, and employees (including its volunteers and students).

COUNTY shall defend, indemnify, and hold harmless CITY, its City Council, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, and employees (including its volunteers and students).

It is the intention of COUNTY and CITY that the provisions of this SECTION be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers and students, COUNTY's Board of Supervisors, and CITY's City Council. It is also the intention of COUNTY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers and students, COUNTY's Board of Supervisors and CITY's City Council.

IX. SUBCONTRACTS AND ASSIGNMENT

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XI. MODIFICATION

This MOU may be renegotiated, amended or modified at any time by mutual written agreement of the Parties.

XII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XIII. TERMINATION

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

XIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XIV. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By:

_____ Date: _____

Jenea Monasterio, Director
Environmental Management Department

Reviewed and approved by County Counsel:

_____ Date: _____

Deputy County Counsel

COUNTY OF SACRAMENTO

AGREEMENT NO. _____

CITY OF FOLSOM

a charter municipal corporation of the State of California

By:

_____ Date: _____

Brian Whitemyer, City Manager

Attest:

_____ Date: _____

Christa Freemantle, City Clerk

Approved as to form:

_____ Date: _____

Steven Wang, City Attorney

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereafter referred to as "COUNTY," and
the CITY OF FOLSOM, hereafter referred to as "CITY"**

I. SCOPE OF SERVICES

COUNTY DESCRIPTION OF SERVICES

COUNTY will work within a cooperative relationship with CITY and provide the following services:

- 1. Administer and enforce CITY's Stormwater Ordinance with respect to commercial and industrial facilities within the CITY.**
 - A. COUNTY will administer and enforce CITY's Stormwater Ordinance with respect to commercial and industrial facilities within the incorporated CITY area, to the extent that COUNTY administration and enforcement is authorized by the Stormwater Ordinance or any amendments thereto adopted by the FOLSOM City Council.

- 2. Provide inspections at commercial and industrial facilities within the incorporated CITY area as required by the Permit and the current California Regional Water Quality Control Board Order in effect during the contract period consistent with applicable provisions of the Stormwater Ordinance.**
 - A. COUNTY will complete a stormwater compliance inspection at each eligible commercial and industrial facility at least once every three years, and not to exceed three years since last inspection.
 - B. As necessary to comply with provisions of the Permit, categories may be proposed by the City for addition to or deletion from the Commercial and Industrial Stormwater Compliance Program (CISCP).
 - C. COUNTY will, in coordination with CITY, maintain and update inspection form(s) to be used by COUNTY personnel.
 - D. COUNTY will maintain and update the required area survey activities to ensure that new facilities are incorporated into the stormwater inspection and enforcement program and will provide, at a minimum, annual updates of database.
 - E. COUNTY will distribute at the time of inspection any educational materials provided by CITY for such distribution.
 - F. As necessary to comply with provisions of the permit, at the request of CITY, COUNTY will incorporate procedures to evaluate mitigation measures for target pollutant sources at commercial and industrial facilities that are identified by CITY. Inspection procedures will be designed to provide reasonable assurance that pollutant sources and their associated mitigation measures are adequately managed to reduce pollutant discharge, while making efforts to

minimize the amount of additional time and resources needed to do so, by coordinating such procedures with existing inspection procedures.

3. Provide follow-up inspection and enforcement actions consistent with the requirements of the Permit and applicable provisions of the Stormwater Ordinance.

- A. In coordination with CITY, COUNTY will update follow-up inspection protocols and a progressive enforcement policy document for submittal to the Regional Board as part of the Stormwater Quality Improvement Plan (SQIP).
- B. COUNTY will provide enforcement assistance, as requested, by the Regional Board.

4. Provide a funding mechanism for commercial and industrial facility stormwater compliance inspection program.

- A. COUNTY will quantify necessary COUNTY resources required to achieve compliance with the Permit as it applies to inspection, enforcement, and other related activities for commercial and industrial facilities, as agreed to in this Agreement.
- B. COUNTY will develop and present to the COUNTY Board of Supervisors a proposed ordinance that authorizes COUNTY to recover program costs resulting from the expenditure of resources required for program implementation. Such an ordinance will include a fee schedule detailing annual fees for all facilities included in the commercial and industrial stormwater compliance program.

5. Provide support for presentations before the FOLSOM City Council and other groups or individuals.

If requested, COUNTY will assist in the presentation of stormwater related issues before the City Council and any other groups or individuals.

6. Provide Adequate Industry Notification.

COUNTY, along with CITY, will conduct workshops and other outreach efforts to inform the regulated community of pending fee changes, significant compliance issues, and changes to program.

7. Provide for additional staff and training.

- A. COUNTY will review current level of staffing and will develop a work plan documenting additional staff required for the commercial and industrial stormwater compliance program implementation.
- B. COUNTY will arrange for and secure staff training as needed or as requested by CITY.

8. Maintain adequate record-keeping and notification system.

- A. COUNTY will review and update recordkeeping and notification requirements required by the Permit and incorporate these requirements into its existing record keeping and outside agency reporting protocols and shall provide such records upon request to CITY.
- B. COUNTY will make additions and/or adjustments to its existing database to comply with data management requirements contained in Permit.
- C. County will maintain CISPP records for a minimum of five (5) years.

9. Appointment of a Senior Level Manager as liaison to CITY for coordination with the commercial and industrial stormwater compliance program.

COUNTY will designate a senior level position to oversee all stormwater program activities immediately upon signing of the Agreement who shall act as the primary liaison with CITY. CITY shall be immediately notified of this contact person.

10. Provide for complaint response.

- A. COUNTY will maintain and update as needed the methodology that outlines how complaints should be categorized and the appropriate level of response required as to complaints for those industries within COUNTY's inspection jurisdiction.
- B. COUNTY, along with CITY, will work directly with the Regional Board to develop and modify this proposed methodology, to ensure Permit compliance.
- C. Respond to complaints received regarding facilities not currently inventoried as a CISC facility, but for which there is credible information indicating a reasonable likelihood that it is a CISC facility. Based on its investigation of the facility, COUNTY will determine whether or not it is a CISC facility. COUNTY will be responsible for investigation and enforcement of complaints at facilities it determines to be CISC facilities, and will refer complaints regarding non-CISC facilities to CITY. Referrals to CITY of non-CISC facility discharges will be provided within one business day to the extent practicable.

11. Provide for reporting and documentation.

Not later than August 31 of each year, COUNTY will provide CITY any inspection, enforcement, complaint data or documentation needed by CITY to achieve compliance with reporting requirements contained in the Permit. This will include at a minimum:

- Number of businesses/facilities inspected;

- Number of enforcement actions taken, including the amount of fines or monies assessed and collected;
- Number of complaints referred to COUNTY by the Regional Board;
- Total number of complaint responses by COUNTY;
- Enforcement assistance provided to the Regional Board;
- Inspection or complaint response records for specific facilities requested by CITY on an as-needed basis.
- Program effectiveness evaluation data.
- Annual program cost accounting.

12. Provide for progress evaluation.

- A. COUNTY and CITY shall meet on a quarterly basis for program updates and coordination purposes. COUNTY and CITY will meet semi-annually to evaluate program effectiveness.
- B. COUNTY and CITY will develop methodology for conducting CISCIP program effectiveness evaluations to be completed by the COUNTY and reported as a part of item 11 above.
- C. As with its other regulatory programs, COUNTY will prepare required records or documentation relating to the stormwater program for the purpose of a financial review or analysis by CITY and COUNTY Auditor(s).

13. Mitigation of Pollutant Sources

- A. If COUNTY discovers during an inspection or in response to a complaint that pollutants from a CISCIP facility pose an imminent threat of entering CITY's storm drain system or natural surface water, and causing an exceedance of a receiving water limitation, COUNTY will take reasonable action to ensure that timely measures are taken to mitigate the pollutant source. COUNTY will either:
 - i. Ensure that the responsible party has acted to effectively mitigate the pollutant source; or
 - ii. Promptly notify the appropriate agencies that have the authority to abate the discharge in lieu of the responsible party.
- B. COUNTY will establish, maintain, and provide its staff with proper procedures and a current list of contacts for making appropriate notifications to other agencies for timely pollutant mitigation.
- C. COUNTY will not be financially responsible for pollutant mitigation.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereafter referred to as "COUNTY," and
the CITY OF FOLSOM, hereafter referred to as "CITY"**

I. CITY DESCRIPTION OF SERVICES

Consistent with applicable provisions of the FOLSOM City Charter and Municipal Code, CITY will work within a cooperative relationship with COUNTY and provide the following services:

1. Assist in the specification of the commercial and industrial facilities to be inspected, as defined by Permit.

CITY will work with COUNTY to continue to maintain and update an inclusive inventory of commercial and industrial facilities that are subject to inspections, enforcement, and other associated activities, as defined by the Permit.

2. Provide support for presentations before COUNTY Board of Supervisors and other groups or individuals.

If requested by COUNTY, CITY will assist in the presentation of stormwater related issues before COUNTY Board of Supervisors and any other groups or individuals.

3. Modification of Local Stormwater Ordinance.

If necessary, CITY staff will amend or modify and present to the City Council proposed amendments to CITY's existing Stormwater Ordinance to ensure ongoing authorization is provided to COUNTY to implement the stormwater compliance program for commercial and industrial facilities consistently County-wide.

4. Provide Adequate Industry Notification.

CITY will continue to maintain and update industry notification and educational materials and, when requested by the COUNTY, will participate with COUNTY in workshops and other outreach efforts to inform the regulated community of pending fee changes, significant compliance issues, and changes to the program.

5. Assist in staff training.

If requested by COUNTY, CITY will provide assistance in developing staff training modules and materials. CITY will also assist, if requested, in the development of a work plan documenting additional staff required for the implementation of the commercial and industrial stormwater compliance program.

6. Appointment of a Senior Level Manager, or a Senior Level Manager's designated representative, as liaison to COUNTY for coordination with the commercial and industrial stormwater compliance program.

CITY will appoint a senior level manager or identify a senior level manager designee to oversee the commercial and industrial facility stormwater program activities and to act as the primary liaison with COUNTY.

7. Provide for complaint response.

CITY will be responsible for complaint response for those industries in the CITY that are not specified by the Permit or the Regional Board to be included in the commercial and industrial inspection program.

8. Reporting and documentation requirements.

CITY will work with COUNTY to develop specific report format(s) including data elements needed to comply with reporting requirements contained in the Permit.

9. Other Additional Services.

CITY may develop and provide to COUNTY educational outreach materials to be distributed during commercial and industrial inspections.

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to facilitate double-sided printing
and minimize paper use.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE