

RESOLUTION 2025-0147

Adopted by the Sacramento City Council

May 27, 2025

Agreement for Stormwater Ordinance Compliance Inspections

BACKGROUND

- A. In November 2016, the Regional Water Quality Control Board - Central Valley Region reissued a National Pollutant Discharge Elimination System (NPDES) permit (Permit No. CAS082597) to the County of Sacramento and the Cities of Sacramento, Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova (Permittees) regulating the discharge of stormwater to local bodies of water.
- B. The NPDES permit requires that the Permittees develop and implement programs to reduce pollution caused by stormwater runoff. One of those programs is to inspect industrial and commercial facilities for compliance with the City's stormwater ordinance and the NPDES permit.
- C. In 2020, the City of Sacramento and Sacramento County entered into an agreement for the Sacramento County's Environmental Management Department (EMD) to perform stormwater ordinance compliance inspections at industrial and commercial facilities within the City. The agreement term expires on June 30, 2025, and City and County staff have negotiated a new Agreement to continue these services.
- D. EMD has been very effective at enforcing the City's Stormwater Ordinance and ensuring that the commercial and industrial facilities within the City of Sacramento stay in compliance with the NPDES permit.
- E. The cost for EMD's stormwater inspection program is covered by fees charged to the businesses and industrial facilities that EMD inspects.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

The City Manager is authorized to sign an Agreement with Sacramento County for implementing the commercial and industrial stormwater compliance program pursuant to National Pollutant Discharge Elimination System Stormwater Permit No. CAS082597.

SECTION 2.

The agreement described in Section 1 is attached as Exhibit A and made a part of this Resolution.

TABLE OF CONTENTS:

Exhibit A – Agreement


Adopted by the City of Sacramento City Council on May 27, 2025, by the following vote:

Ayes: Members Dickinson, Jennings, Maple, Pluckebaum, Talamantes, and Vang

Noes: None

Abstain: None

Absent: Members Guerra, Kaplan, and Mayor McCarty

Attest:  06/05/2025

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: _____ Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): \$0.00 Adjusted \$ Amount (+/-): _____
Other Party: County of Sacramento Environmental Management Department
Project Title: MOU Sacramento County Environmental Management Dept
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2025-00895

Contract Processing Contacts

Department: Utilities Project Manager: Michael Fontana
Contract Coordinator: Robyn Noguchi Email: moguchi@cityofsacramento.org

Department Review and Routing

Construction Mgmt:

	(Signature)	(Date)
Supervisor:	<i>Lisa Moretti</i>	May 20, 2025
	(Signature)	(Date)
Division Manager:	<i>Sherill Huun</i>	May 20, 2025
	(Signature)	(Date)
Other:	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

Recording Requested

☐

Other Party Signature Required

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

ATTACHMENT 1

COUNTY OF SACRAMENTO 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 SACRAMENTO, 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 Central Valley Regional Water Quality Control Board ("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, (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 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 Permit for areas within its jurisdiction; and

WHEREAS, CITY has adopted a Stormwater Ordinance set forth at Chapter 13.16 of the Sacramento City Code to prohibit the discharge of pollutants to CITY's municipal stormwater conveyance system; and

WHEREAS, the Regional Commercial/Industrial Program section of the SQIP includes the requirement to track, inspect, and ensure compliance with the Stormwater Ordinance at commercial and industrial 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 of greater benefit to the regulated business community 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 CITY's City Council and COUNTY's Board of Supervisors, respectively, to enter into agreements for the performance of municipal functions by COUNTY; and

WHEREAS, to the extent that amendments to CITY's Stormwater Ordinance are needed to authorize COUNTY to administer and enforce the Stormwater Ordinance for such commercial and industrial facilities, CITY staff intends to develop and recommend such amendments to the City Council; 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 Exhibit A and Exhibit 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	TO CITY
Jennea Monasterio, Director	Pravani Vandeyar, Director
County of Sacramento	Department of Utilities
Environmental Management Department	City of Sacramento
11080 White Rock Road, Suite 200	1395 35 th Avenue
Rancho Cordova, CA 95670	Sacramento, CA 95822

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 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 Sacramento City Code. Notwithstanding the agency relationship established by this subsection, 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 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 CITY or COUNTY, or any third party files a lawsuit against CITY or COUNTY, 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.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

IX. INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

Failure to maintain insurance as required in this Agreement is a material breach of contract is grounds for termination of the Agreement.

X. SUBCONTRACTS, 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.

XI. 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. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both 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.

XII. 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.

XV. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term,

condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XVI. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XVII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XVIII. DUPLICATE COUNTERPARTS

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

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XIX. AUTHORITY TO EXECUTE


Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement.

Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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:


Jennea Monasterio (May 21, 2025 12:39 PDT)
Jennea Monasterio, Director
Environmental Management Department

Date: 05/21/2025

Reviewed and approved by County Counsel:


Blake Sequeria
Deputy County Counsel

Date: 05/21/2025

CITY OF Sacramento

a charter municipal corporation of the State of California

By:

Pravani Vandeyar, Director

Date: _____

Attest:

City Clerk

Date: _____

Approved as to form:

Michael Voss

Date: 05/21/2025

City Attorney

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereafter referred to as "COUNTY," and
the CITY OF SACRAMENTO, 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 Sacramento City Council.

2. Provide inspections at commercial and industrial facilities within the incorporated CITY area as required by California Regional Water Quality Control Board Order # R5-2016-0140 (Permit) 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. COUNTY will, in coordination with CITY, maintain and update inspection form(s) to be used by COUNTY personnel.

C. 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.

D. COUNTY will distribute at the time of inspection any educational materials provided by CITY for such distribution.

3. Provide follow-up inspection and enforcement actions consistent with the requirements of 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 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 recover program cost resulting from the expenditure of resources required for program implementation pursuant to Sacramento County Code Chapter 6.99.

5. Provide support for presentations before the Sacramento 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 and significant compliance issues.

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.

8. Maintain adequate record-keeping and notification system.

A. COUNTY will review and update recordkeeping and notification requirements required by Permit and incorporate these requirements into its existing record keeping and outside agency reporting protocols.

B. COUNTY will make additions and/or adjustments to its existing database to comply with data management requirements contained in Permit.

9. Appointment of a senior level manager, or a designated representative, as liaison to CITY for coordination with the commercial and industrial stormwater compliance program.

COUNTY will designate a senior level manager, or a designated representative to oversee all stormwater program activities and act as the primary liaison with CITY.

10. Provide for complaint response.

A. COUNTY will develop and update a 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.

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 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. 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).

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

CITY DESCRIPTION OF SERVICES

Consistent with applicable provisions of the Sacramento City Charter and the City 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 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 and significant compliance issues.

5. Assist in staff training.

If requested by COUNTY, CITY will assist 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's 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's jurisdiction that are not specified by 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 Permit.

9. Other Additional Services.

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