

EXHIBIT 2.II

PROGRAM IMPLEMENTATION AGREEMENT

1 AMENDMENT AND RESTATEMENT OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

2 STORMWATER PERMIT IMPLEMENTATION AGREEMENT

3
4 This AGREEMENT, for purposes of identification numbered D02-048, entered into
5 this 25th day of June, 2002, by the County of Orange, (herein called
6 the COUNTY), the Orange County Flood Control District (herein called DISTRICT) and the
7 cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point,
8 Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach,
9 Laguna Hills, Laguna Niguel, Laguna Woods Lake Forest, La Habra, La Palma, Los
10 Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San
11 Clemente, San Juan Capistrano Santa Ana, Seal Beach, Stanton, Tustin, Villa Park,
12 Westminster, and Yorba Linda (herein called CITIES) restates the agreement provisions
13 made previously by the COUNTY, DISTRICT and CITIES with respect to compliance with the
14 National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits
15 issued for Orange County and amends specified provisions to add three additional
16 cities, revises participant share calculations and allows participant share
17 calculations on a countywide and regional basis The COUNTY, DISTRICT and CITIES may
18 be referred to collectively as PERMITTEES or individually as a PERMITTEE in this
19 AGREEMENT

20
21 RECITALS

22
23 WHEREAS, Congress in 1987 through the Water Quality Act (herein called WQA)
24 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A 1342(p) to require
25 the federal Environmental Protection Agency to promulgate regulations for applications
26 for permits for stormwater discharges; and

1 WHEREAS, these permit regulations will require the control of pollutants from
2 stormwater discharges by requiring a National Pollutant Discharge Elimination System
3 permit which would allow the lawful discharge of stormwaters into waters of the United
4 States; and

5 WHEREAS, these EPA regulations require NPDES permits for discharges from
6 municipal storm sewers on a system-wide or jurisdiction-wide basis; and

7 WHEREAS, the Legislature, in enacting the Orange County Flood Control Act,
8 created the Orange County Flood Control District to provide for the control of flood
9 and storm waters; and

10 WHEREAS, the powers granted to the DISTRICT include carrying on technical and
11 other investigations, examinations, or tests of all kinds, making measurements,
12 collecting data, and making analyses, studies, and inspections pertaining to water
13 supply, control of floods, use of water, water quality, nuisance, pollution, waste,
14 and contamination of water, both within and without the DISTRICT; and

15 WHEREAS, the COUNTY, the DISTRICT and the CITIES desire to develop an integrated
16 stormwater discharge management program with the objective of improving water quality
17 in the County of Orange; and

18 WHEREAS, the California State Water Resources Control Board (CSWRCB) as designee
19 of the EPA has delegated authority to the Regional Water Quality Control Boards-Santa
20 Ana Region (RWQCB-SAR) and San Diego Region (RWQCB-SDR) (collectively, the RWQCBs) for
21 administration of the NPDES stormwater permit application process within the
22 boundaries of their Regions; and

23 WHEREAS, the COUNTY, DISTRICT and CITIES have been designated as PERMITTEES by
24 the RWQCBs; and

25 WHEREAS, the COUNTY has been designated as the Principal PERMITTEE on the
26 permits; and

1 WHEREAS, cooperation between the CITIES, the COUNTY and the DISTRICT to jointly
2 file applications for NPDES Stormwater permits and implement common programs to the
3 extent feasible, is in the best interests of the CITIES, the COUNTY and the District;
4 and

5 WHEREAS, the COUNTY is willing to share the expertise of its staff with the
6 CITIES so that they can join in seeking and implementing certain requirements of the
7 NPDES Stormwater permits; and

8 WHEREAS, the PERMITTEES approved a Stormwater Permit Implementation Agreement to
9 memorialize program cooperation based on the above recitals on December 18, 1990 which
10 was subsequently amended on October 26, 1993 by Amendment No 1 (the December 18 1990
Agreement as Amended by Amendment No 1 will be referred to collectively hereinafter
12 as the ORIGINAL AGREEMENT); and

13 WHEREAS Section X of the ORIGINAL AGREEMENT provided that the ORIGINAL
14 AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a
15 majority of the percentage contributions as described in Section IV of the ORIGINAL
16 AGREEMENT and

17 WHEREAS, Section VI of the ORIGINAL AGREEMENT states that any city which becomes
18 signatory to this ORIGINAL AGREEMENT after the applications for the initial NPDES
19 stormwater permits have been approved shall comply with all of the provisions of the
20 ORIGINAL AGREEMENT; and,

21 WHEREAS pursuant to Sections VI and X of the ORIGINAL AGREEMENT, the PERMITTEES
22 approved Amendment No 1 to the ORIGINAL AGREEMENT (herein called AMENDMENT NO 1) on
23 October 26 1993 to add two newly incorporated cities, provide participant share
24 calculations based on thirty-three PERMITTEES and establish a Technical Advisory
Committee; and

25 WHEREAS, the PERMITTEES now desire to restate those provisions in the ORIGINAL
26 AGREEMENT that remain unchanged and amend specified provisions to add three additional

1 cities, revise participant share calculations and allow participant share calculations
 2 on a countywide and regional basis

3 NOW THEREFORE: The PERMITTEES hereto do mutually agree to add the cities of
 4 Aliso Viejo, Laguna Woods and Rancho Santa Margarita as PERMITTEES under this
 5 AGREEMENT, to restate those provisions in the ORIGINAL AGREEMENT that remain unchanged
 6 and amend Sections II, III.A., III.B., III.C., IV, VIII, IX, XI and XV in their
 7 entirety as follows:

8 I. FILING STATUS

9 The COUNTY, DISTRICT and CITIES will file the applications for stormwater
 10 permits as PERMITTEES. The COUNTY, the DISTRICT and each individual City
 11 will be a PERMITTEE.

12 II. INCORPORATION OF FEDERAL GUIDELINES

13 The terms of all applicable Federal and State water quality regulations
 14 and guidelines under the Clean Water Act and Water Quality Act, as
 15 presently written or as changed during the life of this agreement are
 16 hereby incorporated by reference and made a part of this AGREEMENT and
 17 take precedence over any inconsistent terms of this AGREEMENT.

18 III. DELEGATION OF RESPONSIBILITIES

19 The responsibilities of each of the parties shall be as follows:

20 A. The COUNTY, on a cost-shared basis, shall administer system
 21 compliance by:

22 1 Preparing implementation and annual operating budgets. The
 23 budget year shall coincide with the fiscal year of the COUNTY,
 24 July 1 - June 30.

25 a. The participants shall be permitted to review and
 26 approve the annual operating budget and work plan for
 the forthcoming year. Criteria for approval shall be

1 affirmative responses from a majority of the PERMITTEES
 2 which represent a majority of the percentage
 3 contribution as described in Section IV. The COUNTY and
 4 the DISTRICT will represent one voting PERMITTEE with
 5 their percentage contribution equal to the total of the
 6 COUNTY and the DISTRICT as described in Section IV The
 7 review period shall be from January 1 to January 31 of
 8 each year with approval of the final budget to be
 9 completed by February 15.

10 b. The annual operating budget shall not be exceeded
 11 without prior consent of the majority of the PERMITTEES
 12 which represent a majority of the percentage
 13 contribution.

14 2 Consulting with the city managers and any committees
 15 established by the city managers when preparing budgets and
 16 major program elements.

17 3 Preparing compliance reports to the Regional Board and
 18 providing copies to the PERMITTEES

19 4 Preparing a model system-wide Best Management Practices (BMP)
 20 Program report

21 5 Monitoring the implementation and ensuring the effectiveness
 22 of system-wide BMPs. This will include field reconnaissance to
 23 evaluate structural and procedural BMPs. An annual report to
 24 the RWQCBs will be prepared presenting the results of these
 25 evaluations.

26 6. The COUNTY as Principal PERMITTEE may retain the services of
 professional consultants and may fund, or contribute to

1 funding technical and/or economic studies conducted by
 2 professional organizations such as the American Public Works
 3 Association

4 B The DISTRICT shall to the maximum extent practicable, and on a
 5 cost-shared basis except as set forth in subparagraph 4 below:

- 6 1. Perform the water quality and hydrographic monitoring for
 7 permit compliance
- 8 2 Administer the water pollution control program by enforcing
 9 the Orange County Water Quality Ordinance
- 10 3 Develop uniform criteria for annual inspection of drainage
 11 facilities
- 12 4 Perform inspections, at no cost to the CITIES or the COUNTY,
 13 on those facilities owned by the DISTRICT and on municipal
 14 separate storm sewers in unincorporated County. Contracts for
 15 such inspections within CITIES may be undertaken at the sole
 16 expense of the requesting city.

17 C The CITIES shall, to the maximum extent practicable, and at no cost
 18 to COUNTY or DISTRICT:

- 19 1 Implement a facility inspection program in accordance with the
 20 uniform criteria developed by the DISTRICT, for all municipal
 21 separate storm sewers as defined by the stormwater permit and
 22 within the jurisdictional boundaries of that city
- 23 2. Submit to the COUNTY stormwater drain maps with periodic
 24 revisions which reflect the modifications that were made to
 25 the storm drain system
- 26 3 Prepare watershed characterizations, including
 - a. Zoning designations, and

b Identification of areas where hazardous materials presently are or are suspected to have been stored, manufactured, or disposed. This shall include sites at which a hazardous material spill has occurred.

4. Review, approve, and implement system-wide BMPs
5. Eliminate, or have eliminated, illegal/illicit connections to the storm drain system.
- 6 Identify the legal authority for control of discharges to the storm drain system.
7. Provide to the COUNTY annual reports (on forms provided by the COUNTY) and any other information needed to satisfy annual reporting requirements of the RWQCBs.
8. Adopt and enforce, or name DISTRICT as enforcer of a water pollution control ordinance, which prohibits non-NPDES permitted discharges to the municipal separate storm sewer system.

D The COUNTY shall, to the maximum extent practicable and at no cost to the CITIES or the DISTRICT, undertake in the unincorporated areas of the COUNTY all activities required above of the CITIES that are not responsibilities of the DISTRICT as outlined in Section III B.

E. The PERMITTEES hereby establish a Technical Advisory Committee (herein called COMMITTEE) consisting of five members chosen by the Orange County City Engineers Association, and one member representing the COUNTY The COMMITTEE shall prepare by-laws for the Technical Advisory Committee and submit same to PERMITTEES for approval The COMMITTEE will act in an advisory role to the

1 PERMITTEES and implement policy previously established by the
 2 PERMITTEES.

3
 4 IV. PROGRAM COSTS

5 The responsibilities for payment of all shared costs of equipment,
 6 services, contracted analytical services, and the cost of the Regional
 7 Board permits, shall be distributed among the COUNTY, DISTRICT, and CITIES |
 8 as follows:

<u>Participants</u>	<u>Percentage Contribution</u>
DISTRICT	10
CITIES + COUNTY	90

9
 10
 11
 12
 13 The individual percentage contributions from each city and the COUNTY
 14 shall be functions of their respective areas and population relative to
 15 those of the entire County. Each area shall be calculated as one half of
 16 the sum of the area and population fractions, multiplied by 90%. Excluded
 17 are national forests, state parks, airports, landfills, oceans, harbors,
 18 tidal bays and military installations (Exhibit A-1). The contribution of
 19 the COUNTY shall be calculated from unincorporated areas and their
 20 respective populations.

21
 22 Share in percent for City #1 = $\{(X_1/X_{tot}) + (Y_1/Y_{tot})\}/2 \times (90)$

23 X = area

24 Y = population

25 tot = total population or area

26 90 = total percentage excluding Flood Control District contribution

2 The percentage share shall be calculated by the COUNTY Public Facilities
3 and Resources Department Environmental Resources Section from population
4 and area data. These calculations shall be completed by January 1 of each
5 year and shall be included in the annual budget proposal. The annual
6 budget proposal shall be recomputed for the thirty-six PERMITTEES based on
7 the following percentage share computation methods:

8 A. Countywide costs as provided in Exhibit B-1.

9 B. Regional costs specific to only one RWQCB permit as provided in
10 Exhibits B-2A and B-2B.

11 C. In the event of a regulatory directive issued to PERMITTEES, the COUNTY
12 shall provide immediate notice to the affected PERMITTEES and meet and
13 confer with them with respect to responding to the directive and
14 funding the immediate response

15 Amended calculations and computation method for fiscal year 2002-03 are
16 provided in Exhibits B-1, B-2A and B-2B, which are made a part hereof

17
18 If at any time during a given fiscal year the program costs exceed the sum
19 of the deposits, the COUNTY shall submit invoices to the CITIES to recover
20 the deficit, following the approval process described in Section
21 III.A.1.b above. The share for each city shall be prorated according to
22 the formula above. Each city shall pay the invoice within 45 days of the
23 billing date

24
25 The COUNTY shall prepare a fiscal year end accounting within 60 days of
26 the end of the fiscal year. If the fiscal year end accounting results in
costs (net of interest earnings) exceeding the sum of the deposits, the

1 COUNTY shall invoice each city for its prorated share of the excess cost
2 Each city shall pay the billing within 45 days of the date of the invoice.
3 If the fiscal year end accounting results in the sum of the deposits
4 exceeding costs (net of interest earnings), the excess deposits will carry
5 forward to reduce the billings for the following year.

6
7 The COUNTY shall invoice each city for its annual deposit at the beginning
8 (July 1) of each fiscal year. Each city shall pay the deposit within 45
9 days of the date of the invoice. Each city's deposit shall be based on
10 their prorated share of the approved annual budget, reduced for any
11 surplus identified in the prior fiscal year end accounting

12
13 Interest earned on the CITIES' deposits will not be paid to the CITIES,
14 but will be credited against the CITIES' share of the program costs.

15
16 Upon termination of the program a final accounting shall be performed by
17 the COUNTY. If costs (net of interest earnings) exceed the sum of the
18 deposits, the COUNTY shall invoice each city for its prorated share of the
19 excess. Each city shall pay the invoice within 45 days of the date of the
20 invoice. If the sum of the deposits exceeds the costs, the COUNTY shall
21 reimburse to each city its prorated share of the excess, within 45 days of
22 the final accounting. Interest earnings are used to offset the CITIES'
23 share of program costs and will not be refunded to the CITIES.

24
25 Each city and the COUNTY shall bear the financial responsibility for
26 implementing the Program, within its jurisdictional boundaries, as
outlined in Section III. C. and D.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

V. LIFE OF THE AGREEMENT

The life of the AGREEMENT shall be indefinite or as long as the WQA mandates compliance

VI. ADDITIONAL PARTIES

Any city which becomes signatory to this AGREEMENT after the applications for the initial NPDES stormwater permits have been approved and any city which becomes incorporated shall become a PERMITTEE on the NPDES stormwater permit issued by its respective RWQCB and shall comply with all of the provisions of this AGREEMENT. The date of initiation, for determining participant costs for newly incorporated CITIES shall be the date of incorporation, and for a city signing after NPDES stormwater permit approval it shall be the date of the initial application for the NPDES Stormwater permit. The costs for adding the additional parties to the program, including additional permit and processing fees, shall be paid by the added party. Monies to be reimbursed to the existing PERMITTEES shall be credited to their respective annual program operating fees for the following budget year.

VII WITHDRAWAL FROM THE AGREEMENT

A participant may withdraw from the AGREEMENT 60 days subsequent to written notice to the COUNTY. The COUNTY will notify the remaining PERMITTEES within 10 business days of receipt of the withdrawal notice. The withdrawing participant shall agree to file for a separate permit and to comply with all of the requirements established by the RWQCB(s). In addition, withdrawal shall constitute forfeiture of the withdrawing participant's deposit for the budget year of withdrawal. The withdrawing participant shall be responsible for all lawfully assessed penalties as a

1 consequence of withdrawal. The cost allocations to the remaining members
2 will be recalculated in the following budget year.

3 **VIII NON-COMPLIANCE WITH PERMIT REQUIREMENTS**

4 Any PERMITTEE found in non-compliance with the conditions of the permit
5 within their jurisdictional responsibilities shall be solely liable for
6 any lawfully assessed penalties, pursuant to Section 13385 of the Water
7 Code and the Federal Clean Water Act. Common penalties shall be calculated
8 according to the formula outlined in Section IV.

9 **IX. LEGAL ACTION/ COSTS/ ATTORNEY FEES**

10 Where any legal action is necessary to enforce any provision hereof for
11 damages by reason of an alleged breach of any provisions of this
12 AGREEMENT, the prevailing party shall be entitled to receive from the
13 losing party all litigation and collection expenses, administrative costs,
14 witness fees and court costs including reasonable attorneys fees

15 **X AMENDMENTS TO THE AGREEMENT**

16 This AGREEMENT may be amended by consent of a majority of the PERMITTEES
17 which represent a majority of the percentage contributions as described in
18 Section IV. The COUNTY and the DISTRICT will represent one voting
19 PERMITTEE with a percentage contribution equal to the sum of the
20 individual contributions of the COUNTY and DISTRICT as described in
21 Section IV. No amendment to this AGREEMENT shall be effective unless it is
22 in writing and signed by the duly authorized representatives of the
23 majority of PERMITTEES

24 **XI AUTHORIZED SIGNATORIES**

25 The County Director of the Public Facilities and Resources Department and
26 the respective City Managers, shall be authorized to execute the
application(s) for NPDES municipal stormwater permit(s) and take all other

1 procedural steps necessary to file the application(s) for NPDES municipal
2 stormwater permit(s).

3 XII. NOTICES

4 All notices shall be deemed duly given if delivered by hand; or three (3)
5 days after deposit in the U.S Mail, postage prepaid

6 XIII. GOVERNING LAW

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

12 XIV. CONSENT TO BREACH NOT WAIVER

13 No term or provision hereof shall be deemed waived and no breach excused,
14 unless such waiver or consent shall be in writing and signed by the
15 PERMITTEE to have waived or consented. Any consent by any PERMITTEE to, or
16 waiver of, a breach by the other, whether express or implied, shall not
17 constitute a consent to, waiver of or excuse for any other different or
18 subsequent breach.

19 XV. APPLICABILITY OF PRIOR AGREEMENTS

20 This document restates and amends the provisions in prior agreements and
21 constitutes the entire AGREEMENT between the PERMITTEES with respect to
22 the subject matter; all prior agreements, representations, statements,
23 negotiations and undertakings are superseded hereby.

24 XVI. EXECUTION OF THE AGREEMENT

25 This AGREEMENT may be executed in counterparts and the signed counterparts
26 shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates

2 opposite their respective signatures:

3

ORANGE COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

4

5

By Cynthia P. Coad
Chairman of the Board of Supervisors

6

7

COUNTY OF ORANGE
A body corporate and politic

8

9

10 | Date 06-25-02

By Cynthia P. Coad
Chairman of the Board of Supervisors

11

SIGNED AND CERTIFIED THAT A COPY OF
THIS AGREEMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

12

13

14

15 | Date: 06-25-02

By Darlene J. Bloom
DARLENE J. BLOOM 6/25/02 106
Clerk of the Board of Supervisors of
Orange County, California

16

17

18 | APPROVED AS TO FORM
19 | COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

20

21 | By G. K. Hunt
Geoffrey K. Hunt, Deputy

22

23 | Date: 6/12/02

24

///

25

///

26

///

1 CITY OF ANAHEIM

2

3

4

Date: 6-18-02, 2002

By: *Tom Daly*
Mayor

5

6

7 ATTEST:

APPROVED AS TO FORM:
JACK L. WHITE, CITY ATTORNEY

8

9

Sheryl Schneider
City Clerk

A. Kott
By: ALISON M. KOTT, DEPUTY CITY ATTORNEY

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF BREA

2

3

4 |Date: 6/19, 2002

5

6

7 ATTEST

By: _____

Mayor



8

APPROVED AS TO FORM:

9

Elaine Capps
City Clerk

James J. Thompson
City

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 | CITY OF BUENA PARK

2

3

4 | Date: June 25, 2002

By: 
Mayor


5

6

7 ATTEST:

APPROVED AS TO FORM

8 | 
9 City Clerk


City Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 | CITY OF COSTA MESA

2

3

4 | Date: June 18, 2002

By: Linda W. Paton
Mayor

5

6

7 | ATTEST:

APPROVED AS TO FORM:

8

9 | Little Delaney, Acting Linda Keuzen, DCA
Deputy City Clerk for City Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF CYPRESS

2
3
4 Date: July 10, 2002

5 By: *Hydra Smith*
6 Mayor

7 ATTEST:

8 APPROVED AS TO FORM:

9 *Jill R. Ingram-Huerten*
10 City Clerk

11 *W. W. [Signature]*
12 City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

CITY OF DANA POINT

Date: June 25, 2002

By: Joe Snyder
Mayor

ATTEST:

APPROVED AS TO FORM:

Cathy Cattlett
City Clerk

Mark R. Anderson
City Attorney

1 CITY OF FOUNTAIN VALLEY

2

3

4 Date: June 4, 2002

By: *Lawrence Cook*
Mayor

5

6

7 ATTEST:

APPROVED AS TO FORM:

8

Jane Irwin
City Clerk - *Deputy*

Alan Berens
City Attorney

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF FULLERTON

2

3

4

Date: June 19, 2002

By: *Don Bankhead*
Mayor

5

6

7

ATTEST:

APPROVED AS TO FORM:

8

Audrey K. Colver
City Clerk

Kerilyn Hill Bebow
City Attorney

10

11

APPROVED AS TO CONTENT:

12

13

Robert Woods
Director of Engineering

14

15

16

17

18

19

20

21

22

23

24

25

26

1 | CITY OF GARDEN GROVE

2

3

4

Date: June 24, 2002

By:


Mayor

5

6


ATTEST

APPROVED AS TO FORM:

7

8




City Attorney

9 | city clerk

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

CITY OF HUNTINGTON BEACH

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Date: June 21, 2002

By: *Debbie Cook*
Mayor

ATTEST:

APPROVED AS TO FORM

Lonnie Brochuway
City Clerk *6/21/02*

Pat Dunn *6-7-02*
City Attorney *6-6-02*

1 CITY OF IRVINE

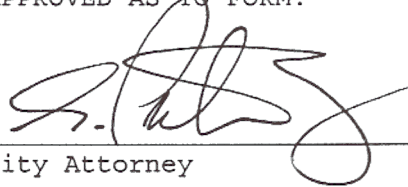
2
3
4 Date: June 27, 2002, 2002

By: 
Mayor

5
6
7 ATTEST:

APPROVED AS TO FORM:

8 
9 City Clerk


City Attorney

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 | CITY OF LA HABRA

2

3

4 | Date: 6-17, 2002


By: 
Mayor Pro Tem


5

6

7 | ATTEST:

APPROVED AS TO FORM:

8 
9 | City Clerk


City Attorney

10

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF LA PALMA

2

3

4

Date: 7/8, 2002

By: Saul Walker

5

6

7

ATTEST:

APPROVED AS TO FORM:

8

Alvina Zakayana
City Clerk
Deputy City Clerk

[Signature]
City Attorney

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

CITY OF LAGUNA BEACH

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Date: 7/16 2002

By: *Kenneth Kane*
City Manager

ATTEST:

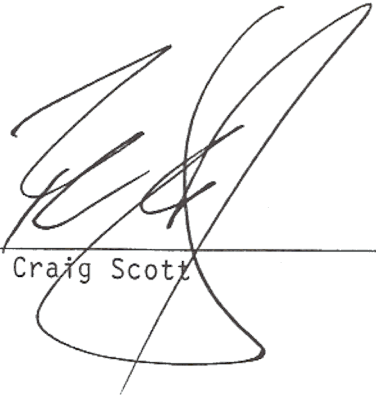
APPROVED AS TO FORM:

Carmen L. Pallares
City Clerk

City Attorney



CITY OF LAGUNA HILLS



- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

Date: June 11, 2002


By: _____
Mayor R. Craig Scott

ATTEST:

APPROVED AS TO FORM:



City Clerk Mary A. Carlson



City Attorney Lois E. Jeffrey

1 CITY OF LAGUNA NIGUEL

2

3

4

Date: JUNE 27, 2002

By: Joseph M. Brown
Mayor

5

6

7

ATTEST:

APPROVED AS TO FORM:

8

9

[Signature]
City Clerk

[Signature]
City Attorney
6/20/02

10

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF LAGUNA WOODS

2

3

4 |Date: 6-20-02, 2002

By: Jan M. C. Laughlin
Mayor

5

6

7 |ATTEST:

APPROVED AS TO FORM:

8

9 Clerk

Julie Biggs
City Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF LAKE FOREST

2
3
4 Date: _____, 2002

By: Richard T. Dixon
Richard T. Dixon, Mayor

5
6
7 ATTEST:

APPROVED AS TO FORM:

8
9 Sherry A.F. Wentz
Sherry A.F. Wentz, City Clerk

Thomas W. Allen
Thomas W. Allen, City Attorney

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 CITY OF LOS ALAMITOS

2

3

4 |Date: June 24, 2002

By: 
Mayor Ronald Bates


5

6

7 ATTEST:

APPROVED AS TO FORM:

8


City Clerk C. D. Cordova


City Attorney Fred Galante

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

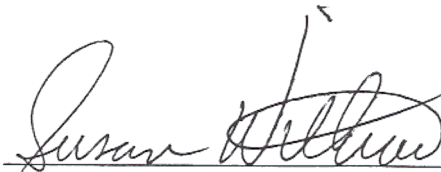
26

1 | CITY OF MISSION VIEJO

2

3

4 | Date: 7-2-02, 2002

By: 
Mayor

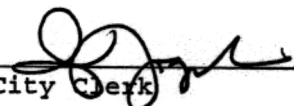
5


6

7 | ATTEST:

APPROVED AS TO FORM:

8

9 | 
City Clerk


City Attorney

10

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF NEWPORT BEACH

2

3

4 Date: June 25, 2002

By: Toel W. Redgeny
Mayor

5



6 ATTEST:

APPROVED AS TO FORM:

7

8 Lavonne M. Harkless
9 City Clerk

[Signature]
City Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF ORANGE

2

3

4 |Date: _____, 2002

By: M. A. M. [Signature]
Mayor

5

6

7 |ATTEST:

APPROVED AS TO FORM:

8

9 |City Clerk

[Signature]
Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26


1 CITY OF PLACENTIA

2

3

4

Date: June 18, 2002

By: 
Mayor

5


6


7 ATTEST:

APPROVED AS TO FORM:

8

9


City Clerk


City Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF RANCHO SANTA MARGARITA

2

3

4

Date: June 20, 2002

By: 
Mayor James M. Thor

5

6

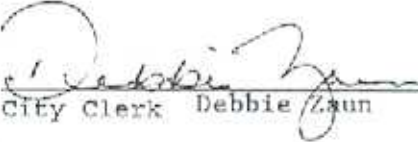
7

ATTEST:

APPROVED AS TO FORM:

8

9


City Clerk Debbie Zaun


City Attorney John E. Cavanaugh

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF SAN CLEMENTE

2

3

4 Date: JUNE 19, 2002

5

6

7 ATTEST:

8

9

9 Maryna Erway
City Clerk

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

By: [Signature]
Mayor

APPROVED AS TO FORM:

/s/ Jeff Oderman
City Attorney

1 CITY OF SAN JUAN CAPISTRANO

2

3

4

Date: _____, 2002

By:

Triane Balthazate
Mayor

5

6

7

ATTEST:

APPROVED AS TO FORM:

8

9

[Signature]
City Clerk

[Signature]
City Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF SANTA ANA

2

3

4

Date: July 1, 2002

By: 
Mayor

5

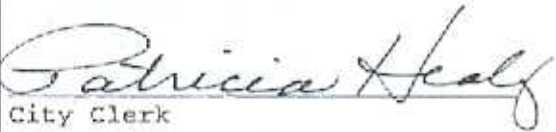
6

7

ATTEST:

APPROVED AS TO FORM:

8


City Clerk


City Attorney

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF SEAL BEACH

2

3

4

Date: JUNE 24, 2002

By: John H. Lyles
Mayor

5

6

7 ATTEST:

APPROVED AS TO FORM:

8

9

Jana M. [Signature]
City Clerk

[Signature]
City Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 CITY OF STANTON

2

3

4

Date: June 25, 2002

By:



Mayor

5

6

7

ATTEST:

APPROVED AS TO FORM:

8



City Clerk


City Attorney

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

CITY OF TUSTIN


2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Date: 7-1-02, 2002

By: 
Mayor

ATTEST

APPROVED AS TO FORM:


City Clerk


City Attorney

1 CITY OF VILLA PARK

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Date: June 27, 2002 2002

By: 
Mayor

ATTEST:

APPROVED AS TO FORM:


City Clerk


City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

CITY OF WESTMINSTER

Date: June 24, 2002

By: Margie L. Rice
Mayor

ATTEST:

APPROVED AS TO FORM:

Marian Contreras
City Clerk

[Signature]
City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

CITY OF YORBA LINDA

Date: June 18, 2002

ATTEST:

Kathie M. Mendoza
City Clerk

By: Allen Castellano
Mayor Allen Castellano

APPROVED AS TO FORM:

Jonai R. Carr
City Attorney
Best, Best & Krieger, LLP

EXHIBIT

LAND AREA DEDUCTED FROM JURISDICTIONS

<u>Landfills</u>	<u>Area sq miles</u>	<u>Jurisdiction</u>
Olinda	0.89	County
Santiago	0.25	County
Prima Descheca	2.34	County
Bee Canyon	1.13	County
Coyote Canyon	1.09	County
 <u>State Parks</u>		
Alamitos State Beach	0.002	Seal Beach
Bolsa Chica State Beach	0.27	Huntington Beach
Chino Hills State Park	4.09	County
Corona Del Mar State Beach	0.05	Newport Beach
Crystal Cove State Park	6.30	County
Doheney State Beach	0.40	Dana Point
Huntington State Beach	0.20	Huntington Beach
San Clemente State Beach	0.18	San Clemente
 <u>Airports</u>		
Fullerton	0.11	Fullerton
John Wayne	0.78	County
 <u>Military facilities</u>		
MCAS Tustin	2.40	Tustin
MCAS El Toro	6.25	County
Los Alamitos Armed Svs. Center	2.07	Los Alamitos
Seal Beach Weapons Station	2.17	Seal Beach
 <u>National Forests</u>		
Cleveland National Forest	86.75	County

EXHIBIT B - 1
Cost Sharing For Region Specific Elements
NPDES Permittee Shares of Revenue
Fiscal Year 2002/2003

Permittee	Population *	Area (sq. mi.) **	Weighted Average Share of Revenue (%)	Budget Share FY 2002-2003
Aliso Viejo***	40,166	7.15	1.168548686	\$70,114
Anaheim	336,300	49.761	9.005630974	\$540,344
Brea	36,100	10.954	1.399038534	\$83,943
Buena Park	80,100	10.064	2.007224432	\$120,435
Costa Mesa	110,900	15.480	2.898146677	\$173,891
Cypress	47,150	6.925	1.258634332	\$75,519
Dana Point	35,800	6.440	1.046705013	\$62,803
Fountain Valley	55,900	9.553	1.595652357	\$95,740
Fullerton	129,200	22.536	3.723143526	\$223,391
Garden Grove	169,200	17.900	3.981247954	\$238,877
Huntington Beach	193,700	27.283	5.080856025	\$304,855
Irvine	150,100	46.148	5.863460245	\$351,811
La Habra	60,800	7.313	1.498466857	\$89,909
La Palma	15,700	2.014	0.396615551	\$23,797
Laguna Beach	24,150	7.820	0.973824935	\$58,430
Laguna Hills	33,900	6.626	1.031809811	\$61,909
Laguna Niguel	63,200	15.003	2.127750971	\$127,666
Laguna Woods***	16,750	3.050	0.492569562	\$29,554
Lake Forest	76,700	16.795	2.473428382	\$148,407
Los Alamitos	11,750	4.256	0.508566627	\$30,514
Mission Viejo	96,600	17.427	2.828184924	\$169,693
Newport Beach	72,000	27.740	3.244247595	\$194,657
Orange	132,800	23.329	3.839599305	\$230,378
Placentia	47,600	6.606	1.240982586	\$74,460
Rancho Santa Margarita***	48,350	13.080	1.751218729	\$105,074
San Clemente	52,500	17.697	2.170701556	\$130,243
San Juan Capistrano	34,600	14.054	1.614764803	\$96,887
Santa Ana	348,100	27.349	7.460695499	\$447,646
Seal Beach	24,500	10.660	1.197977061	\$71,879
Stanton	38,300	3.131	0.830259739	\$49,816
Tustin	69,200	10.992	1.911061605	\$114,665
Villa Park	6,125	2.088	0.255047196	\$15,303
Westminster	89,900	10.190	2.167659672	\$130,061
Yorba Linda	60,000	19.918	2.45714216	\$147,430
County of Orange	117,634	86.846	8.499136117	\$509,953
OCFCD	0	0.000	10	\$600,006
TOTALS	2,925,775	584.178	100.00000	\$6,000,063

* Source: State of California, Department of Finance, *E-1 City/County Population Estimates with Annual Percent Change January 1, 2000 and 2001*, Sacramento, California, May 2001.

** Source: Public Facilities and Resources Department - Geomatics. Area was calculated in miles using the dry land area figures and subtracting areas in each jurisdiction for national forests, state parks, airports, landfills and military installations as determined in the NPDES Implementation Agreement.

*** Source: County of Orange will cover the program costs until the cities are added onto the Implementation Agreement.