

NOTICE AND AGENDA**MANAGEMENT COMMITTEE for the
MONTEREY REGIONAL STORMWATER
MANAGEMENT PROGRAM**

DATE: April 27, 2022
TIME: 9:30 a.m.
LOCATION: Zoom Video Conference and Teleconference

**THIS MEETING WILL BE HELD ELECTRONICALLY AND REMOTELY
ONLY VIA ZOOM VIDEO CONFERENCING AND TELECONFERENCING**

This meeting is compliant with Governor Newsom's Executive Order N-29-20 which allows for holding public meetings electronically only, without a physical location for public participation, accessible only telephonically or otherwise electronically (video conferencing) to all members of the public seeking to observe and address the local legislative body, in order to avoid public gatherings, and until further notice.

To Join the Zoom Webinar Meeting, click on this
 link: <https://us02web.zoom.us/j/82026695947?pwd=VnlSLzFvc0JUT3J0ZTV4emNKL2JyQT09>
 or copy and paste the link into your browser. If your computer does not have audio, you will also need to join the meeting via phone. To Participate Telephonically you can call the number below and enter the webinar ID number and password when prompted:

(669) 900-9128**Webinar ID: 820 2669 5947 Password: 094688**

PUBLIC COMMENTS: If you are unable to participate via telephone or webinar, you may also submit your comments by e-mailing them to jeff@my1water.org with one of the following subject lines "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT – NON-AGENDA ITEM". Comments must be received by 12:00 p.m. on Tuesday, April 26, 2022. All submitted comments will be provided to the Committee and may be read into the record and will be compiled as part of the record.

Officers:	Chairperson:	Michael Trapani, County of Monterey	
	Vice-Chairperson:	Leon Gomez, City of Sand City	
Participating Entities:		City of Carmel-by-the-Sea	City of Del Rey Oaks
City of Monterey		City of Pacific Grove	City of Sand City
City of Seaside		County of Monterey	
Other Coordinating Entities:			
Carmel Unified School District		Pacific Grove Unified School District	
Monterey Peninsula Unified School District		Pebble Beach Company	
Ex-Officio Members:			
Association of Monterey Bay Governments		Monterey Bay National Marine Sanctuary	

AGENDA ITEMS**Page #**1. **Call to Order / Roll Call**

n/a

- | | |
|--------------------|-----|
| 2. Public Comments | n/a |
|--------------------|-----|

CONSENT AGENDA

- | | | |
|---|--------------------|---|
| 3. Approve Management Committee Meeting Minutes for 3/23/22 | <i>(Attach. 1)</i> | 3 |
|---|--------------------|---|

INFORMATION AND DISCUSSION ITEMS

- | | | |
|---|--------------------|-----|
| 4. Update on COVID-19 Situation | | n/a |
| 5. Presentation of Updates for Second Nature's 2NForm Platform | | n/a |
| 6. Update on Cost of Compliance Workshop | | n/a |
| 7. Update on Integrated Pest Management Training – May 19 | <i>(Attach. 2)</i> | 6 |
| 8. Update on Funding Fair – May 17 & 25 | <i>(Attach. 3)</i> | 7 |
| 9. Review of Memorandum of Agreement | <i>(Attach. 4)</i> | 9 |
| 10. Discussion of the FY2022/23 MRSWMP Budget and Cost Allocation | <i>(Attach. 5)</i> | 33 |

ADMINISTRATIVE REPORTS

- | | |
|---|-----|
| 11. Management Committee Member and Program Manager Reports | n/a |
|---|-----|

SCHEDULE NEXT MEETING / ADJOURNMENT

- | | |
|---|-----|
| 12. Schedule Next Meeting: The next MRSWMP Meeting date is tentatively scheduled for
Wednesday, May 25, at 9:30a.m. | n/a |
| 13. Meeting Adjournment | n/a |

Monterey Regional Stormwater Management Program

Management Committee

MEETING MINUTES For March 23, 2022

AGENDA ITEMS

1. Call to Order / Roll-Call

Chairperson Trapani (County of Monterey) called the meeting to order at 9:33a.m. and performed roll call.

Management Committee (MC) Members:

City of Carmel – Agnes Martelet
City of Del Rey Oaks – Ron Fucci
City of Monterey - Tricia Wotan
City of Pacific Grove – Daniel Gho, Jacob Smith
City of Sand City – Leon Gomez
County of Monterey – Michael Trapani

Other:

Maris Sidenstecker – PE/PO Coordinator
Bridget Hoover, Pam Krone – Monterey Bay National Marine Sanctuary
Doug Dowden

MRSWMP Staff:

Program Manager – Jeff Condit

2. Public Comment

Bridget Hoover of the Monterey Bay National Marine Sanctuary shared that Snapshot Day will be held on May 7.

CONSENT AGENDA

3. Approve Management Committee Meeting Minutes for 2/23/22

- **Action:** On a motion by Gomez (*City of Sand City*), seconded by Gho (*City of Pacific Grove*), Management Committee approved the Management Committee Meeting Minutes for 2/23/22 (6-0).

- **Ayes:** Martelet, Gho, Gomez, Wotan, Fucci, Trapani
- **Noes:** None
- **Abstain:** None

DISCUSSION ITEMS

4. Update on COVID-19 Situation

A brief discussion ensued regarding impacts the current COVID-19 situation has had on stormwater programs and local government in general:

- City of Carmel and City of Pacific Grove shared that their City Council meetings have been conducted as hybrid meetings.
- County of Monterey shared that they no longer require masks at their facilities.
- Condit shared that he has been exploring options for hosting hybrid meetings for MRSWMP Management Committee meetings. M1W currently hosts hybrid meetings for their Board meetings. They are utilizing 3 Admin Staff to run the meetings successfully. Members concurred that we will continue to meet via Zoom meetings in the near term and continue to explore options for hosting hybrid meetings in the future.

5. Update on MRSWMP Monitoring Program

a. Appreciation of Lisa Emanuelson

Condit shared a Letter of Commendation for Lisa Emanuelson, expressing gratitude for her years of service to the MRSWMP Program and the MRSWMP Monitoring Program.

b. Presentation of the MRSWMP Monitoring Program Report

Hoover shared a presentation regarding the results of the 2021/22 MRSWMP Monitoring Program. The First Flush occurred during a storm on the night of October 24. We had 19 volunteers who followed Covid protocols. Hoover presented box and whisker graphs that presented the data from 2006-2021 monitoring years. The MRSWMP Monitoring Program Report includes a breakdown of data by jurisdiction.

The MRSWMP Monitoring Report is currently in draft form. Comments on the Report are due to Condit by April 15 (**Action Item – Members**).

6. Discussion of the FY2022/23 MRSWMP Budget and Cost Allocation

Condit introduced a draft Budget and Cost Allocation for MRSWMP FY2022/23. An extended discussion ensued.

Members inquired about the Phase II Permit Re-Issuance. Condit shared that it appears that the re-issuance has been postponed slightly by the State Water Board. We are now expecting the draft language of the Permit Re-Issuance will be released in early 2023. Wotan inquired whether there was a need to re-visit our Memorandum of Agreement (MOA) as it currently includes population numbers from the 2010 census. There may be additional items that need to be addressed. Members concurred to review the MOA during our April 27 MRSWMP Meeting (**Action Item – Condit**).

ACTION ITEMS

7. Action Item to Approve an Integrated Pest Management Training

Members discussed an opportunity to host a training for Public Works Landscape Maintenance staff regarding Integrated Pest Management, meeting Permit Requirement E.11.j.ii.b.1, *Implement educational activities for municipal applicators and distributors*.

- **Action:** On a motion by Martelet (*City of Carmel*), seconded by Smith (*City of Pacific Grove*), Management Committee approved a proposal to conduct an Integrated Pest Management Training for relevant Public Works staff. (6-0).

- **Ayes:** Smith, Fucci, Trapani, Wotan, Martelet, Gomez
- **Noes:** None
- **Abstain:** None

ADMINISTRATIVE REPORTS

8. Management Committee Member and Program Manager Reports

- a. **City of Pacific Grove** – Gho shared that Jake Smith, Environmental Regulations Manager, will be joining MRSWMP as Pacific Grove's representative on the Management Committee.
- b. **Program Manager** – Condit shared that M1W General Manager, Paul Sciuto, recently participated in a multi-day Workshop to discuss best practices regarding Stormwater Capture and Use. The resulting report, *Pure Potential*, lays the groundwork for establishing a strategic framework for coordinated action to address the most important challenges to widespread Stormwater Capture and Use implementation in urban areas.

ADJOURNMENT / SCHEDULE NEXT MEETING

9. Schedule Next Meeting

The next Management Committee meeting is scheduled for Wednesday, April 27, at 9:30am.

10. Meeting Adjournment

The meeting was adjourned at 10:44a.m.

**Integrated Pest Management:
Best Management Practices to Protect Water Quality**



**Thursday, May 19
9:00am – 10:00am**
*(Link to webinar will be sent
following registration)*

This **free, virtual** training for Municipal Parks Staff will present Best Management Practices for Integrated Pest Management, with a focus on water quality protection and the Municipal Stormwater Permit.

There will be **no charge** for this event. This event is sponsored by:

- **Monterey Regional Stormwater Management Program**

To register, please visit the following link:

https://us02web.zoom.us/webinar/register/WN_oZUq5WKXQFWSwlwjJJhBQg



MONTEREY SEA

Stormwater Education Alliance

**Carmel-by-the-Sea • County of Monterey • Del Rey Oaks
Monterey • Pacific Grove • Sand City • Seaside**

SAVE-THE-DATE

May 17 and 25, 2022

California Financing Coordinating Committee

FREE Spring 2022 Virtual Funding Fair on



Registration and Zoom Link information coming soon

Seeking Funding for Your Infrastructure Project

OBTAIN INFORMATION ABOUT CURRENTLY AVAILABLE INFRASTRUCTURE GRANT, LOAN AND BOND FINANCING PROGRAMS, AND OPTIONS

Connect with federal, state, and local agencies to discuss the financial and technical resources available.



Presentations

9:00 a.m. to an estimated time of 12:30 p.m.

Virtual Booths

Estimated time of 12:30 p.m. to 2:00 p.m.

The funding fair provides an opportunity for attendees to speak directly with program staff about specific projects and issues affecting their community.

Please visit the CFCC website at www.cfcc.ca.gov for more information and member directory.

California Financing Coordinating Committee Federal, State, and Local Agencies



www.cfcc.ca.gov

MEMORANDUM OF AGREEMENT

MONTEREY REGIONAL STORM WATER MANAGEMENT PROGRAM

THIS Memorandum of Agreement ("AGREEMENT"), is made and entered into this 12 day of August, 2013, by and between the MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, hereinafter referred to as "AGENCY", a Joint Powers Authority (JPA) organized under the laws of the State of California, and the following public entities, each of which is hereinafter referred to as "PERMITTEE" or collectively as "PERMITTEES":

CITY OF PACIFIC GROVE, a municipal corporation of the State of California;
CITY OF MONTEREY, a municipal corporation of the State of California;
CITY OF SEASIDE, a municipal corporation of the State of California;
CITY OF SAND CITY, a municipal corporation of the State of California;
CITY OF DEL REY OAKS, a municipal corporation of the State of California;
CITY OF MARINA, a municipal corporation of the State of California;
CITY OF CARMEL-BY-THE-SEA, a municipal corporation of the State of California; and
COUNTY OF MONTEREY, a political subdivision of the State of California.

The AGENCY and the above-mentioned entities may also hereinafter be collectively referred to as "PARTIES" or individually as "PARTY," to form the Monterey Regional Storm Water Management Program (MRSWMP).

In addition, other organizations, including but not limited to non-traditional agencies that are subject to similar NPDES Phase 2 Municipal Separate Storm Sewer System (MS4) permits, may coordinate with the Monterey Regional Storm Water Management Program and may provide contributions to the MRSWMP to fulfill their regulatory requirements.

RECITALS:

- A. The Federal Clean Water Act (CWA) requires certain municipalities and industrial facilities to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the discharge of storm water to navigable water. NPDES permits are also required for any storm water discharge which the Federal Environmental Protection Agency (EPA) or a state has determined contributes to a violation of a water quality standard, or is a significant contributor of pollutants to surface waters.
- B. The EPA has delegated authority to the California State Water Resources Control Board (SWRCB) to administer the NPDES permit process within California and, in turn, the SWRCB has delegated authority to the California Regional Quality Control Board – Central Coastal Basin (RWQCB-CCB) to administer the NPDES permit process within its region.

- C. On December 8, 1999, U.S. EPA promulgated Phase II storm water regulations under authority of the Clean Water Act section 402(p)(6). The Phase II Storm Water requires State Water Board to issue NPDES storm water permits to operators of Small MS4s.
- D. On April 30, 2003, the State Water Board adopted Water Quality Order No. 2003-005-DWQ, NPDES General Permit CAS000004 WDRs for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (General Permit) to comply with Clean Water Act section 402(p)(6).
- E. In 2002, in anticipation of these requirements, the PERMITTEES entered into a Memorandum of Agreement and subsequently formed the Monterey Regional Storm Water Program in order to achieve regional cooperation and efficiency among the PERMITTEES in the implementation of the MS4 NPDES regulations.
- F. On February 5, 2013, the State Water Resources Control Board adopted Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004, which modifies the previous General Permit, Order 2003-0005-DWQ. This Order establishes storm water management program requirements and defines the minimum acceptable elements of municipal storm water management programs, unless otherwise amended.
- G. In and for the mutual interest of the PERMITTEES, the PERMITTEES wish to continue to implement the Monterey Regional Storm Water Management Program by entering into this AGREEMENT for the purpose of cooperating to efficiently and economically comply with NPDES requirements.

NOW, THEREFORE, THE PARTIES HERETO FURTHER AGREE, AS FOLLOWS:

Section 1. Monterey Regional Storm Water Management Program

- 1.01. The Monterey Regional Storm Water Management Program ("Program") is intended to fulfill certain obligations of the PERMITTEES with regard to Phase 2 Storm Water NPDES requirements. These requirements are required through State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ, NPDES General Permit No. CAS000004, adopted on February 5, 2013.
- 1.02 The Program is a collective effort and implementation of area-wide activities designed to benefit all PERMITTEES.

Section 2. Management Committee

- 2.01 A Management Committee is hereby created to provide for overall Program coordination, review, and budget oversight, with respect to the NPDES Permit.
- 2.02 The Management Committee adopts the Bylaws contained in Exhibit "A" for its governance. The Management Committee may from time to time revise these Bylaws by formal action of the Management Committee.

- 2.03 The Management Committee is the official management and oversight body of the Program. The Management Committee shall direct and guide the Program and review and approve the Program Budget. The Management Committee shall consider permit compliance, including benefit to a majority of the PERMITTEES, as a primary objective in approving Program tasks and corresponding budgets.
- 2.04 The Management Committee shall periodically re-evaluate and make recommendations to the PERMITTEES concerning reallocation of the proportion of the annual Program contribution that each PERMITTEE shall pay.
- 2.05 The voting membership of the Management Committee shall consist of one designated voting representative from each PERMITTEE. An alternative voting representative may be appointed by each PERMITTEE.
- 2.06 A quorum of the Management Committee shall be achieved when voting representatives from at least fifty percent (50%) of the PERMITTEES are present at any Management Committee meeting.
- 2.07 Meetings of the Management Committee, including any closed sessions with the Program Attorney, shall be conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.).
- 2.08 The Management Committee shall be responsible for selecting any consultant(s) or contractor(s) who are to be paid from Program funds ("Outside Contractors"), and for reviewing and approving any contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such Outside Contractors.
- 2.09 The Management Committee shall establish timelines and budgets for completion of Program tasks.
- 2.10 The Management Committee, through its Bylaws, may establish procedures for tracking, accounting for, and auditing the Program funds.

Section 3. Program Budget

- 3.01 A budget shall be adopted for each fiscal year. The fiscal year shall run from July 1 through June 30. The Budget shall be prepared and administered as described in Exhibit "B".
- 3.02 AGENCY shall invoice PERMITTEES quarterly for budgeted program cost based upon the adopted budget for the fiscal year and an approved cost share allocation. The PERMITTEES shall each pay into a fund established for Program operations for their assigned portion of the Program Budget. The proportionate share of the Program Budget that each PERMITTEE shall pay shall be shown and specified in the adopted fiscal year budget.

Cost-sharing between PERMITTEES shall be based on the population-based vote shares of each participating entity that are covered by the permit, unless otherwise agreed to by the PERMITTEES when the budget for each year is adopted, as described in Exhibit "A".

- 3.03 Except as provided in Section 6.03, the ending fund balance at the close of each fiscal year shall be disbursed annually to the PERMITTEES, or credited to the PERMITTEES' shares of the next fiscal year's costs, in accordance with the PERMITTEES' defined participation rates, as requested by each PERMITTEE.

Section 4. Program Administrator

- 4.01 The AGENCY shall be the Program Administrator for the Program.

The Program Administrator shall be responsible for Program management and administration, Permit management, technical program management, and related duties as described in Exhibit "C". The Program Administrator shall be paid, from Program funds in accordance with the adopted Program budget, for providing the services described hereunder. Work assignments shall be made to the Program Administrator by the Management Committee and not by individual PERMITTEES. The Program Administrator shall not be responsible for providing program management services related to individual PERMITTEE'S permit programs.

- 4.02 The Program Administrator shall be the treasurer of the Program funds. The Program Administrator, in accordance with generally-accepted accounting procedures, shall keep the Program funds segregated from any other funds administered by the Program Administrator; shall credit the Program with appropriate interest income earned on Program funds in each fiscal year; and shall not expend any funds except in accordance with the annual budget approved by the Management Committee, or as otherwise directed by the Management Committee. The Program Administrator shall act in a reasonable amount of time to execute contracts with Outside Contractors, which have been requested and approved by the Management Committee. The Program Administrator shall provide a copy of any contract executed on behalf of the Program to any PERMITTEE or person designated by any PERMITTEE or the Management Committee upon request. The Program Administrator, at its discretion, may delegate authority to execute agreements and contracts approved by the Management Committee, to a designated employee. Notice of any such delegation of authority shall be provided to the Management Committee.

- 4.03 The Program Administrator may request, as part of the annual Program Budget, reimbursement for reasonable and customary costs incurred in providing the services described hereunder. Reimbursement to the Program Administrator shall be subject to Management Committee review and approval as part of the Program Budget.

- 4.04 AGENCY may withdraw as the Program Administrator upon the provision of ninety days' (90) days written notice to the Management Committee. The Management Committee may select a new Program Administrator upon the provision of ninety days (90) written notice to AGENCY. In either event the Management Committee will act within the ninety-day period to determine the disposition of funds remaining in the Program Budget fund.
- 4.05 In the event that the Program Administrator withdraws from the Program or from providing Program Administrator services to the Program, or in the event that the Management Committee wishes to select a new Program Administrator, another PERMITTEE may serve as a successor Program Administrator. Any PERMITTEE willing to serve as successor Program Administrator may be nominated by another PERMITTEE. Selection of a Program Administrator must be by majority vote of the Management Committee.

Section 5. Additional Rights and Duties of the PARTIES

- 5.01 In addition to the participation in the Management Committee, the PERMITTEES accept and agree to perform the following duties:
1. Each will comply with the NPDES Permit conditions that apply within its jurisdictional boundaries;
 2. Each will participate in Management Committee meetings and other required meetings of the PERMITTEES ;
 3. Each will implement its Community-Specific Program;
 4. Each will provide certain agreed upon reports to the Program Administrator for purposes of reporting, on a joint basis, compliance with applicable provisions of the NPDES Permit and the status of Program implementation; and,
 5. Each will individually address inter-agency issues, agreements or other cooperative efforts.
 6. Each will only be responsible for performing the duties listed above for and on behalf of its own jurisdiction.
- 5.02 This AGREEMENT does not restrict the PERMITTEES from the ability to individually (or collectively) request NPDES Permit modifications and/or initiate NPDES Permit appeals for permit provisions to the extent that a provision affects an individual party (or group of PERMITTEES); however, any such PERMITTEE (or PERMITTEES) shall provide a minimum of 30-days written advance notice of their action to the other PARTIES and allow them to comment upon or join in their action before proceeding.

Section 6. Term of AGREEMENT

- 6.01 This AGREEMENT shall commence on the date that the last Duly Authorized Representative of the Parties executes it, and shall continue indefinitely in accordance with the provisions of Subsections 6.02 and 6.03 below.
- 6.02 This AGREEMENT shall terminate upon expiration of the NPDES Phase 2 Storm Water Permit Order Number 2013-0001-DWQ that is issued to the PERMITTEES, unless this term is extended by the PARTIES.
- 6.03 Any PERMITTEE may terminate its participation in this AGREEMENT by giving the Management Committee at least a thirty (30) day written notice. If a PERMITTEE terminates its participation, the terminating PERMITTEE will bear the full responsibility for its compliance with the NPDES Permit commencing on the date it terminates its participation, including its compliance with both Community-Specific and Program-wide responsibilities. Unless the termination is scheduled to be effective at the close of the fiscal year in which the notice is given, termination shall constitute forfeiture of all of the terminating PERMITTEE'S share of the Program Budget, for the fiscal year in which the termination occurred (both paid and obligated, but unpaid, amounts). In addition, unless notice of termination is provided at least ninety (90) days prior to the date established by the Management Committee for approval of the budget for the succeeding fiscal year, termination shall constitute forfeiture of all of the terminating PERMITTEE'S share of any unexpended, unencumbered funds remaining from all previous fiscal years. The cost allocations for the remaining PERMITTEES may be recalculated for the following fiscal year by the PARTIES without the withdrawing PERMITTEE'S participation.

Section 7. General Provisions

- 7.01 This AGREEMENT supersedes any prior agreement among the PARTIES regarding the Program, but does not supersede any other agreements between any of the PARTIES.
- 7.02 This AGREEMENT may be amended only by written agreement of the PARTIES. All PARTIES agree to bring any proposed amendment to this AGREEMENT to their Council or Board, as applicable, within two (2) months following acceptance of the proposed amendment by the Management Committee.
- 7.03 This AGREEMENT may be executed and delivered in any number of copies ("counterpart") by the PARTIES, including by means of facsimile. When each PARTY has signed and delivered at least one (1) counterpart to the Program Administrator, each counterpart shall be deemed an original and, taken together, shall constitute one and the same AGREEMENT, which shall be binding and effective as to the PARTIES hereto.

- 7.04 No PARTY shall, by entering into this AGREEMENT, participating in the Management Committee, or agreeing to serve as Program Administrator, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of the NPDES Permit. This AGREEMENT is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed to be for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the EPA, the SWRCB, and the RWQCB-CCB, or any person acting on their behalf or in their stead.
- 7.05 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY shall not be shared pro rata, but instead, the PARTIES agree that pursuant to the Government Code Section 895.4, each of the PARTIES hereto shall fully defend, indemnify and hold harmless each of the other PARTIES from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers, agents, or employees, under or in connection with or arising from any work, authority, or action taken under this AGREEMENT, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit. No PARTY, nor any officer, Councilmember, Board member, employee or agent thereof shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, Councilmembers, Board members, employees or agents under or in connection with or arising from any work, authority or actions taken under this AGREEMENT, including but not limited to any non-compliance by a PARTY with its obligations under the Program NPDES Permit.
- 7.06 In the event that suit shall be brought by any PARTY to this contract, the PARTIES agree that venue shall be exclusively vested in the state courts of the County of Monterey, or, if brought in federal court, in the United States District Court handling matters arising in Monterey County. Further, the prevailing PARTY or PARTIES shall be entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: _____

By: _____

Chair, Board of Directors

By: _____

General Manager

APPROVED AS TO FORM:

By: _____

Legal Counsel

ATTEST:

Date: _____

By: _____

CITY OF SAND CITY, a public entity of the State of California

Date: _____

By: _____

Name, Mayor

By: _____

Name, City Manager

APPROVED AS TO FORM:

By: _____

Legal Counsel

ATTEST:

Date: _____

By: _____

Attachment 2

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: _____

By: _____

Chair, Board of Directors

By: _____

General Manager

APPROVED AS TO FORM: _____

By: _____

Legal Counsel

ATTEST: _____

Date: _____

By: _____

CITY OF SEASIDE, a public entity of the State of California

Date: _____

By: _____

John Dunn
Name, City Manager

ATTEST: _____

Date: _____

By: _____

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: _____

By: _____
Chair, Board of Directors

By: _____
General Manager

APPROVED AS TO FORM:

By: _____
Legal Counsel

ATTEST:

Date: _____

By: _____

CITY OF Pacific Grove, a public entity of the State of California

Date: 8/6/13

By: Bill Kampe
Name, Mayor

By: THOMAS FRUTKIN
Name, City Manager

SA

APPROVED AS TO FORM:

By: _____
Legal Counsel

ATTEST:

Date: _____

By: _____ 8/8/13

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: _____

By: _____
Chair, Board of Directors

By: _____
General Manager

APPROVED AS TO FORM:

By: _____
Legal Counsel

ATTEST:

Date: _____

By: _____

CITY OF CARMEL-BY-THE-SEA, a public entity of the State of California

Date: 7/25/13 _____

By:  _____
Jason Stilwell, City Administrator

APPROVED AS TO FORM:

By: _____
Legal Counsel

ATTEST:

Date: _____

By: _____

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: 1/30/14

By: [Signature]
Chair, Board of Directors

By: [Signature]
General Manager

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

ATTEST:

Date: 1/30/14

By: [Signature]

CITY OF _____, a public entity of the State of California

Date: _____

By: _____
Name, Mayor

By: _____
Name, City Manager

APPROVED AS TO FORM:

By: _____
Legal Counsel

ATTEST:

Date: _____

By: _____

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: _____

By: [Signature]
Chair, Board of Directors

By: [Signature]
General Manager

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

ATTEST:

Date: _____

By: _____

CITY OF Del Rey Oaks, a public entity of the State of California

Date: _____

By: [Signature]
Name, Mayor

By: [Signature]
Name, City Manager

APPROVED AS TO FORM:

By: _____
Legal Counsel

ATTEST:

Date: _____

By: _____

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Chair, Board of Directors

Legal Counsel

By: _____

ATTEST:

General Manager

Date: _____

By: _____

COUNTY OF MONTEREY, a public entity of the State of California

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Bermy J. Young, Director
Resource Management Agency

Legal Counsel *Deputy County Counsel*

ATTEST:

Date: _____

By: _____

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a Joint Powers Authority and public agency of the State of California

Date: March 3, 2014

By: [Signature]
Chair, Board of Directors

By: [Signature]
General Manager

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

ATTEST:

Date: [Signature]

By: March 3, 2014

CITY OF MONTEREY, a public entity of the State of California

Date: August 20, 2013

By: [Signature]
Name, Mayor

By: [Signature]
Name, City Manager

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

ATTEST:

Date: August 21, 2013

By: [Signature]



EXHIBIT "A"
MOA BYLAWS

MOA Bylaws

1. Representation: Representation from each PERMITTEE will be their Legally Responsible Official or his/her designee, and if that person is unable to attend, he or she will notify the PARTIES in advance by email naming their designated alternate representative for that meeting.
2. Selection of Officers: Each year the Management Committee shall select a Chair and Vice-Chair. The selection of the members to serve in this position shall be at the regularly scheduled January meeting and shall be based on nominations by the Management Committee. Members of the Management Committee may express their interest in serving as Chair or Vice Chair at the regularly scheduled December meeting. No member of the Management Committee may serve as Chair or Vice Chair for more than two consecutive and complete one year terms
3. Voting: Each PERMITTEE shall have one vote, provided that any PERMITTEE can call for a weighted vote on any issue. The affirmative vote of at least that number of the voting members of the Management Committee which collectively contribute at least fifty percent (50%) of the area-wide Program costs (a "Majority Vote"), is necessary to approve any financial measure brought before the Management Committee.

Weighting will be on a population basis, using the populations and numbers of votes shown in the attached Table. This table may be periodically updated by formal action of the Management Committee. Updating will normally be done when updated population figures are published by the U.S. Census Bureau, or when other updated population figures are published and formally accepted by each of the PERMITTEES. Weighted voting would be conducted as follows: If a weighted vote is called, each PERMITTEE will have the number of votes shown in the table below.

Table of Populations and Votes for Use in Weighted Voting & Cost Share

ENTITY	2010 CENSUS POPULATION WITHIN AREA TO BE COVERED BY STORMWATER PERMIT	NUMBER OF VOTES
Carmel	3,722	2
Del Rey Oaks	1,624	1
Marina	19,718	10
Monterey City	27,810	14
Monterey County	62,727	31
Pacific Grove	15,041	8
Sand City	334	1
Seaside	33,025	16
TOTAL	164,001	83

Note: One vote shall be provided for each 2,000 person increment of population, except that each entity shall have a minimum of one vote, even if its population is less than 2,000.

4. **Meeting Schedule:** Meetings will normally be at 10:00 am at the Program Administrator's offices on the fourth Wednesday of each month, unless changed by the Management Committee.
5. **Starting Time:** Meetings will start promptly at the designated starting time. Any PARTY representative that knows he/she will be unable to attend, or will be late, will notify the Chairperson, so as not to delay starting the meeting.
6. **Future Members:** If additional entities wish to join with the other PARTIES by entering into this AGREEMENT and participating in the Program, the PARTIES will determine an appropriate method of calculating a "buy-in" cost to be paid by the new entity wishing to become a member. This buy-in cost shall at a minimum include:
 - a. The full amount the new entity would have paid, if it had been a PARTY as of July 1, 2013, and,
 - b. A pro-rata deduction for the remainder of the fiscal year budget, or some other method deemed appropriate by the PARTIES.
7. The Management Committee may select an attorney or firm (Program Attorney) that is experienced with the Clean Water Act and Municipal Storm Water NPDES Permits to provide legal advice to the Management Committee on all matters involving administration of the Program's NPDES Permit and such other matters upon which the Management Committee may seek legal advice or request legal representation. The Program Attorney shall not be responsible for providing legal advice related to permit compliance to individual PARTIES. The Program Attorney may provide such services under separate contract with any PARTY or PARTIES, but shall provide advance notification to all PARTIES before providing such services to identify and resolve possible issues of conflict of interest. The Program Administrator may assist in coordination of activities with the Program Attorney, but shall not give direction to the Program Attorney without prior authorization from the Management Committee.

EXHIBIT "B"

BUDGET

Budget

Prior to the start of each fiscal year, the Program Manager under the direction of the Management Committee and Program Administrator will prepare a Draft Budget and submit it to the Management Committee for its review. The Draft Budget will include a proposed approach for allocation of costs (cost-sharing) to each PERMITTEE. The Program Manager will revise the Draft Budget to address concerns and comments from the Management Committee, and the Management Committee will then approve and adopt a Final Budget for the fiscal year.

The Program Administrator and the PERMITTEES recognize that the budget will be based on estimated costs, and that actual costs may differ from the budgeted amounts. If it appears that costs will exceed the budgeted amounts, the Program Manager will notify the Management Committee before incurring costs in excess of the budgeted amounts. If the Management Committee determines that it is appropriate to have the Program Manager incur additional costs above the budgeted amounts, the Program Manager will prepare a budget revision request and send it to the Management Committee to obtain the Committee's approval to increase the budget. Only after receiving the Management Committee's approval to increase the budget will the Program Manager incur costs in excess of the budgeted amounts. If there are unspent funds left at the end of the fiscal year, the Program Administrator will return to each PARTY the unspent portion of that PARTY'S payment, as described in Section 3 "Program Budget."

The Program Administrator will establish a separate job-cost code in its accounting system, to which hours spent, and out-of-pocket costs directly related to, performing work as the Program Administrator and for services of the Program Manager will be charged. The Program Administrator will send quarterly reports to the Management Committee summarizing the work the Program Administrator and Program Manager have performed during that quarter, the total costs of that work, and the portion of the cost allocated to each PERMITTEE. The portion of the cost allocated to the PERMITTEE will be calculated in accordance with the cost-sharing approach specified in the adopted Final Budget.

The costs for AGENCY's services as the Program Administrator and for the Program Manager will consist of both direct and indirect costs. Direct costs are costs which can be tracked through time cards, invoices, record keeping systems, and other records that specifically allocate a cost to these services. Indirect costs are all other costs incurred by AGENCY in order to perform its duties as the Program Administrator. Examples of the types of indirect costs that AGENCY is likely to incur are described below.

Indirect Costs

Indirect costs are defined as a cost item that cannot be identified specifically with a single cost objective in an economically feasible manner.

For the costs covered by this AGREEMENT, indirect costs will be charged at 10% of all other direct costs.

The following are the types of indirect costs expected to be incurred in carrying out Program activities:

- Use of AGENCY financial and data processing system including network (hardware and software), and specific financial hardware (printers/modems) and software. Costs include depreciation as well as internal and external maintenance, service agreements, software support, and payroll processing.
- The use of supplies and/or services that are not feasible or not cost-effective to segregate, such as disposables, shared office supplies, forms, paper, and postage.
- Purchasing services including purchasing staff time seeking bids, communicating with vendors, preparing requisitions, and purchase orders.
- Use of existing office equipment (copiers, fax machines, calculators, typewriters, computers) and their related repair, supplies, and maintenance.
- Centralized telephone system and use of AGENCY cellular phones.
- AGENCY Administration building costs (use, utilities, insurance).
- Administrative services including agency-wide training programs (such as safety, sexual harassment), employee assistance program, and general office support.
- Use of upper level AGENCY staff for overall coordination, management and support of storm water permitting activities.

EXHIBIT "C"

DUTIES OF THE PROGRAM MANAGER
& PROGRAM ADMINISTRATOR

Duties of the Program Manager& Program Administrator

Program Administrator: The Program Administrator shall perform the following duties:

- Assist in the recruitment and retention of a Stormwater Program Manager,
- Assist in the supervision of the Stormwater Program Manager,
- Provide general oversight and management of the Stormwater Program Manager,
- Provide assistance in financial oversight of the Stormwater Program Manager,
- Provide for overall coordination, management and support of storm water permitting activities.
- Provide for basic Program accounting services and Program budget management.

Program Manager: The Stormwater Program Manager shall perform the following duties:

- In conformance with the Brown Act, arrange for and conduct meetings of the Management Committee, including making meeting room arrangements, preparation and distribution of agenda materials and meeting notices, and preparation and distribution of meeting minutes.
- Advise the Management Committee to ensure that the PERMITTEES are in conformance with Robert's Rules of Order and parliamentary processes for meetings and decision making.
- Permit compliance management including, maintaining and promulgating an up-to-date schedule of the activities to be carried out by the Management Committee and its individual entity members. Anticipate plans, procedures, policies and other things necessary to carry out the commitments and obligations under the MRSWMP and the Permit, and prepare and present same to the Management Committee for their review, direction, and approval.
- Prepare the consolidated Regional Annual Report required by the Permit, and other permit-related reports and documents.
- Coordinate with RWQCB and State Water Resources Control Board (SWRCB) on Phase 2 Small Municipal Storm Water permitting issues at the direction of the Management Committee and/or Committee Chair and Vice-Chair.
- As directed by the Management Committee, prepare Storm Water Program permit applications or updates to the MRSWMP in conjunction with permit renewals and or implementation by the SWRCB and/or the RWQCB of new permits or permit requirements.

- At the direction of the Management Committee manage budget preparation and execution on behalf of the member agencies including recordation of employee expenses and the proper apportionment to the Participating Entities.
- Work with Program Administrator's accounting staff with regard to accounts payable, receivable and invoicing, and review and process consultant invoices in a timely manner.
- At the direction of the Management Committee manage contracts with, and manage the work of, outside consultants to perform Storm Water Program work, if deemed necessary and approved by the Management Committee.
- Interact with Program Administrator's staff, such as secretarial, clerical, accounting, and source control, to carry out the work of the Program Manager position.
- Maintain documents and files both electronically and in hard copy in a logical and understandable manner.
- Arrange for training programs to be conducted to fulfill MRSWMP BMP requirements at the direction of the Management Committee. Such work may involve contracting with training consultants, or preparing and presenting the training using in-house resources.
- Maintain an up-to-date awareness and knowledge of State and Federal storm water requirements, and as directed California Marine Protected Area policies and requirements, Monterey Bay National Sanctuary programs and requirements, and keep the Management Committee sufficiently briefed on programs, possible changes in regulations, grants, and other such matters, so that the Management Committee may provide direction and take timely action regarding these types of things.
- Participate in California Stormwater Quality Association (CASQA), SWRCB, and RWQCB activities such as meetings, programs, etc. when and if directed by the Management Committee to participate.
- Prepare other documents such as correspondence to regulatory agencies and advocacy organizations for review, editing, and finalization by the Management Committee. If so directed by the Management Committee, participate in State task forces and other groups pertaining to Storm Water Program matters.
- As needed, and if so directed by the Management Committee, assist the Public Education and Public Outreach Program Coordinator with such activities as public education, public outreach events, storm drain stenciling, publicity, grant writing, water quality monitoring, and source tracking.
- Research and report on various topics of interest to the Management Committee at the direction of the Management Committee.

Monterey Regional Storm Water Management Program (MRSWMP)

*Attachment 5 is pending and will be distributed
prior to the April 27, 2022, MRSWMP Meeting*