

NOTICE AND AGENDA

MANAGEMENT COMMITTEE for the MONTEREY REGIONAL STORMWATER MANAGEMENT PROGRAM

DATE: February 28, 2024
TIME: 9:30 a.m.
LOCATION: Monterey One Water Conference Room, 5 Harris Court, Building D, Monterey

THIS HYBRID MEETING WILL BE HELD BOTH IN-PERSON AND VIRTUALLY

To Join the Zoom Webinar Meeting, click on this link: <https://us02web.zoom.us/j/81166803936?pwd=LzIza29BUDBvRXRuVDRoa3Y3RDNSUT09> 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:

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PUBLIC COMMENTS: If you are unable to participate via telephone or webinar, you may also submit your comments by e-mailing them to montereysea@mylwater.org with one of the following subject lines "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT 0 NON-AGENDA ITEM". Comments must be received by 12:00 p.m. on Tuesday, February 27, 2024. 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:	Leon Gomez, City of Sand City	
	Vice-Chairperson:	Ron Fucci, City of Del Rey Oaks	
Participating Entities:		City of Carmel-by-the-Sea	City of Del Rey Oaks
		City of Pacific Grove	City of Sand City
		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

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- | | | |
|---|-------------|-----|
| 1. Call to Order / Roll Call | | n/a |
| 2. Public Comments | | n/a |
| 3. Approve Management Committee Meeting Minutes for 1/24/24 | (Attach. 1) | 3 |

INFORMATION AND DISCUSSION ITEMS

- | | | |
|----------------------------|-------------|---|
| 4. Update on PE/PO Program | (Attach. 2) | 6 |
|----------------------------|-------------|---|

a. School Presentations		n/a
b. Public Events		n/a
c. TV Ads		n/a
d. Social Media		n/a
e. Storm Drain Emblems		n/a
5. Update on Post-Construction Requirements		n/a
a. PCR Subcommittee Meeting		n/a
6. Update on MRSWMP MOA Revisions		12
a. 2002 MOA	(Attach. 3)	14
b. 2013 MOA	(Attach. 4)	33
7. Program Manager Alternatives		50
a. Draft Job Description Administrative Analyst	(Attach. 5)	52
b. Draft Job Description Communications Specialist	(Attach. 6)	54
8. Increasing the Budget Contingency for MRSWMP		56
a. Cost-Share Allocation	(Attach. 7)	57

ADMINISTRATIVE REPORTS

9. Management Committee Member		n/a
10. Program Administrator Update		n/a

SCHEDULE NEXT MEETING / ADJOURNMENT

11. Schedule Next Meeting: The next MRSWMP Meeting date is tentatively scheduled for Wednesday, March 27, 2024, at 9:30a.m.		n/a
12. Meeting Adjournment		n/a

Monterey Regional Stormwater Management Program

Management Committee

MEETING MINUTES For January 24, 2024

AGENDA ITEMS

1. Call to Order / Roll-Call

Chairperson Gomez (City of Sand City) called the meeting to order at 9:31 a.m. and performed roll call.

Management Committee (MC) Members:

City of Carmel – Mary Bilse
City of Del Rey Oaks – Ron Fucci
City of Monterey – Tricia Wotan
City of Pacific Grove – George Fuerst
City of Sand City – Leon Gomez
City of Seaside – Patrick Grogan
County of Monterey – Michael Trapani

Other:

Maris Sidenstecker – PE/PO Coordinator
Rachel Gaudoin – Monterey One Water
Alma Garcia – Monterey One Water
Walter Wagner – Public Member

Other Virtual:

Michael McCullough – Monterey One Water
Autumn Wycoff – Public Member
Robin – Public Member

MRSWMP Staff:

None

2. Public Comments

Chairperson Gomez called for public comment, none received.

3. Approve Management Committee Meeting Minutes for 12/13/23

- **Action:** On a motion by Grogan (*City of Seaside*), seconded by Fuerst (*City of Pacific Grove*), Management Committee approved the Management Committee Meeting Minutes for 12/13/23

INFORMATION AND DISCUSSION ITEMS

4. Update on PE/PO Program

a. Social Media Posts

No update.

b. New TV Ads and English/Spanish Stations

Sidenstecker reported that the new TV ads are confirmed and ready on KSBW, KION and Telemundo, including digital streaming on these stations. She indicated that half the money was used on Telemundo (Spanish) and split the remaining money between KSBW and KION (English). She requested additional money to work with Spoke for new social media and website ads. The committee requested that Sidenstecker obtain a scope of work/proposal from Spoke for future discussion and consideration.

- c. Winter Movie Ad Run
Sidenstecker indicated that the winter movie ad runs are complete.
- d. School Programs
Sidenstecker highlighted that bookings with the schools are going very well.
- e. Storm Drain Emblems
Sidenstecker stated that 24 emblems were completed in the City of Monterey in high traffic areas. She asked committee members to please email her any requests for emblems.

Sidenstecker shared that the recruiting of CSUMB students has begun and that students would work from January through mid-May.

5. Update on Post Construction Requirements

- a. PCR Subcommittee Meeting for Q1 Training
Chair Gomez explained that the PCR Subcommittee planned to meet at the end of last year and that it did not happen. He stated that there is an established PCR Subcommittee that includes Seaside, County of Monterey, and Sand City, with Monterey serving as a back-up. He referenced the topics from the last PCR Subcommittee meeting and the Management Committee members agreed with including those same topics. Gaudoin to schedule a PCR Subcommittee meeting to be held in February.

6. Update on MRSWMP MOA Revisions

McCullough noted that Monterey One Water's legal counsel is currently reviewing and making changes to the MOA, and that he would bring the MOA to the committee next month.

7. Discussion on MRSWMP Funding for Member Entities

McCullough reported that he spoke with Monterey One Water's CFO and a written report will be provided next month to this Committee. He explained that M1W plans to update the way it tracks expenditures related to MRSWMP to allow for tracking of labor for the different member entities and the different projects.

Chair Gomez requested Item 11. Update from Monterey One Water, Program Administrator, be moved up in the agenda to allow McCullough to provide an update before his plane departed.

ADMINISTRATIVE REPORTS

11. Update from Monterey One Water, Program Administrator

McCullough reported that comments have been received from the Management Committee Members on the job description for the Stormwater Program Manager. A meeting will be held with the Chair and Vice Chair to review the final job description and then will update the timeline and start the recruitment process. He stated that the meeting with the Chair and Vice-Chair would include PCR training for quarter 1, and any other items they would like to discuss. Gaudoin stated she would follow up with the Chair and Vice Chair to schedule the meeting.

ACTION ITEMS

8. Nomination and Election of Officers (Chairperson and Vice-Chairperson) – per Bylaws

Vice-Chair Fucci asked the Management Committee Members for nominations for the Chair and Vice-Chair positions.

- **Action:** On a motion by Wotan (*City of Monterey*), seconded by Fuerst (*City of Pacific Grove*), Management Committee approved the motion to renominate Chair Gomez and Vice-Chair Fucci for the Chairperson and Vice-Chairperson positions.

ADMINISTRATIVE REPORTS

10. Management Committee Members

- a. **City of Monterey** – Wotan reported that the City Council of Monterey took action in support of the urban diversion projects by awarding a contract to Schaaf and Wheeler for designing the two urban diversion facilities. The Council also accepted a grant from the IRWMP program, and they are currently working with the Monterey Peninsula Water Management District as the receiving agency for the subgrantee.
- b. **City of Seaside** – No report
- c. **City of Carmel** – Bilse reported that Applied Marine Sciences came out Monday to conduct stormwater sampling as part of their ASBS program and that they were looking for dissolved copper and also for concentrations of dog and human fecal matter.
- d. **City of Pacific Grove** – No report
- e. **County of Monterey** – Trapani asked if the Regional Board was still invited to these meetings. Gaudoin confirmed that the Regional Board is on the email list for the meeting notices and agendas. She also confirmed that the recordings of the meetings are not posted just the actual minutes, and that the recordings are for minutes purposes only.
- f. **Del Rey Oaks** – Fucci asked if other members have encountered plastic shotgun wads on the beach in Moss Landing. Grogan indicated that there is a duck hunting area accessible by boat near the slough.
- g. **Sand City** – Gomez reported that they are accepting the improvements associated with the West End Project.

SCHEDULE NEXT MEETING / ADJOURNMENT

11. Schedule Next Meeting

The next Management Committee meeting is scheduled for Wednesday, February 28, at 9:30 a.m.

12. Meeting Adjournment

The meeting was adjourned at 10:19 a.m.

Public Education/Public Outreach Program Update for Monterey Regional Storm Water Management Program (MRSWMP) Committee Meeting

February 28, 2024

By Maris Sidenstecker, Executive Director, Save The Whales



MONTEREY SEA

Stormwater Education Alliance

WWW.MONTEREYSEA.ORG

School Presentations

Completed – January 2024

School	Presentation Date	# of Students or Classes
Robert Down Elementary, Pacific Grove	January	75 students, 3 classes
All Saints Day School, Carmel Valley	January	46 students, 2 classes
Forest Grove Elementary, Pacific Grove	January	69 students, 3 classes

Completed-February 2024

School	Presentation Date	# of Students or Classes
Dual Language Academy Monterey Peninsula, Seaside	February 5	53 students, 2 classes
Stevenson, Carmel Campus	February 8	25 students, 1 class
Martin Luther King Elementary, Seaside	February 13	81 students, 3 classes



Public Events Scheduled

2024

Upcoming Events MARCH	Date	City/Location
Cutting Day	3/16/2024	Monterey, Friendly Plaza
CA Wildlife Day	3/24.24	Carmel Valley

Continued

Upcoming Events APRIL	Date	City/Location
MEarth	4/6/24	Carmel Middle School
Carmel Earth Day	4/20/24	Carmel, Devendorf Park
Seaside Earth Day	4/21/24	Seaside City Hall Lawn



New TV Ads Media Outreach

2024

TV Station	Month	Number of Ads
KCBA (CW)	January	20
KION	January	18
Telemundo (Spanish Language)	January	32



Social Media

Facebook posts remind residents to keep storm drains free of debris to help prevent flooding.



Storm Drain Emblems

Emblems completed in high traffic walking area of Monterey in January.



Monterey Regional Stormwater Management Program

To: MRSWMP Management Committee
From: Mike McCullough, Director of External Affairs, Monterey One Water (M1W)
Date: February 22, 2024
Subject: MRSWMP Memorandum of Agreement Revisions Update

History

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. 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 Water Quality Control Board for the Central Coast Region (RWQCB) to administer the NPDES permit process within its region.

On April 30, 2003, the SWRCB 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).

In 2002, the permittees entered into a Memorandum of Agreement (MOA) and formed the Monterey Regional Storm Water Pollution Prevention Program to achieve regional cooperation and efficiency in implementing the MS4 NPDES regulations. The original Memorandum of Agreement (MOA) is included as Attachment 1.

In 2013, the SWRCB adopted Water Quality Order No. 2013-0001-DWQ, NPDES General Permit No. CAS000004, which modified the previous General Permit, Order 2003-0005-DWQ. The MRSWMP permittees entered into a new MOA with the Monterey Regional Water Pollution Control Agency (MRWPCA now known as Monterey One Water or M1W) to continue to implement the new NPDES regulations. This order was adopted on February 5, 2013. The MOA was last revised in 2013 and a copy is included in Attachment 2.

Under the terms of the 2013 MOA, Monterey One Water (M1W), previously MRWPCA, is the Program Administrator for the Monterey Regional Storm Water Management Program. As the Program Administrator, M1W assisted in the recruitment and retention of the MRSWMP Program Manager; and was to assist in the supervision of the MRSWMP Program Manager; provide general oversight and management of the MRSWMP Program Manager; and provide assistance in financial oversight of the Program.

Discussion

Recent changes within the program administration have highlighted opportunities to clarify program expectations as outlined in the 2013 MOA. An initial review of the 2013 MOA by M1W staff and legal counsel noted significant updates to accurately reflect today's needs and program administration.

A few sections in the MOA are limited and could use modifications. These sections are: 2.08 – Outside Contractor Selection, 4.02 – Program Accounting, 4.03 – Program Administrator Reimbursement, and 6.02 – Expiration, 6.03 - Termination. If future job description/(s) are modified, Exhibit C would also need to be changed.

Recommendation

M1W proposes to rewrite or significantly amend the 2013 MOA. To foster a mutually agreeable and collaborative process, staff recommend the MRSWMP Management Committee form an Ad-Hoc Committee to work with M1W staff and legal counsel to develop an updated MOA.

MEMORANDUM OF AGREEMENT

MONTEREY REGIONAL STORM WATER POLLUTION PREVENTION PROGRAM

THIS AGREEMENT, is made and entered into this 29th day of July, 2002, 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 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;
COUNTY OF MONTEREY, a political subdivision of the State of California, and
PEBBLE BEACH COMPANY, a California general partnership.

The AGENCY and the above-mentioned entities may also hereinafter be collectively referred to as "PARTIES" or individually as "PARTY."

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 CWA further required EPA to promulgate regulations for initial NPDES permit applications for storm water discharges. The EPA promulgated such regulations in November 1990
- C. 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.

- D. Pursuant to the CWA and EPA regulations, the RWQCB-CCB is expected to adopt orders further defining the program that the PARTIES are to develop and implement.
- E. In and for the mutual interest of the PERMITTEES, the PERMITTEES wish to develop and implement the 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 Pollution Prevention Program

- 1.01. The Monterey Regional Storm Water Pollution Prevention Program ("Program") is intended to fulfill certain obligations of the PERMITTEES with regard to EPA's Phase 2 Storm Water NPDES requirements. These requirements are expected to be imposed upon the PARTIES by an NPDES permit that will be issued collectively to all of the PERMITTEES by the RWQCB-CCB at a future date
- 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 Unless otherwise advised by the Program Attorney, 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 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. Voting rights and weights of each PERMITTEE are defined in the Bylaws contained in Exhibit "A".
- 2.09 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.
- 2.10 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 Manager 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.
- 2.11 The Management Committee shall establish timelines and budgets for completion of Program tasks.

- 2.12 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 Not later than 60 days after the start of each fiscal year's budget cycle, the PERMITTEES shall each pay a yearly assessment 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 populations within the areas 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 "B".
- 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 Manager

- 4.01 The Management Committee shall select a PARTY or Outside Contractor to act as the Program Manager for the Program.
- 4.02 The Program Manager shall be responsible for Program management and administration, Permit management, technical program management, and related duties as described in Exhibit "C". The Program Manager 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 Manager by the Management Committee and not by individual PERMITTEES. The Program Manager shall not be responsible for providing program management services related to individual PERMITTEE'S permit programs. However, the Program Manager 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.
- 4.03 The Program Manager shall be the treasurer of the Program funds. The Program Manager, in accordance with generally-accepted accounting procedures, shall keep the Program funds segregated from any other funds administered by the Program Manager; 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 Manager 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 Manager 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 governing body of the Program Manager, 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.

- 4.04 The Program Manager 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 Manager shall be subject to Management Committee review and approval as part of the Program Budget.
- 4.05 AGENCY shall serve as the initial Program Manager for the Program.
- 4.06 AGENCY may withdraw as the Program Manager upon the provision of ninety days' (90) days written notice to the Management Committee. The Management Committee may select a new Program Manager 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.
- 4.07 In the event that the Program Manager withdraws from the Program or from providing Program Manager services to the Program, or in the event that the Management Committee wishes to select a new Program Manager, another PERMITTEE may serve as a successor Program Manager. Any PERMITTEE willing to serve as successor Program Manager may be nominated by another PERMITTEE. Selection of a Program Manager 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 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 The term of this Agreement shall commence on the date the last duly authorized representative of the PARTIES executes it.
- 6.02 This Agreement shall terminate upon the expiration of the first NPDES Phase 2 storm water permit that is issued to the PERMITTEES, unless this term is extended by the PARTIES.
- 6.03 Any PARTY 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 unanimous 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 Manager, 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 Manager, and/or Program Attorney, 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: July 29, 2002

By: Peggy Shirrel M.D.
Chair, Board of Directors - Peggy Shirrel

By: Keith Israel
General Manager - Keith Israel

APPROVED AS TO FORM:

By: Robert R. Wellington
Legal Counsel - Robert Wellington

ATTEST:

Date: July 29, 2002

By: Deborah Fortune
Executive Assistant -
Deborah Fortune

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

Date: June 6, 2002

By: Sue McCong
Name, Mayor

APPROVED AS TO FORM:

By: Donald R. Tallman
Legal Counsel

By: Rich Miller
Name, City Administrator

ATTEST:

Date: July 15, 2002

By: Karen Crouch, City Clerk

EXHIBIT "A"

BYLAWS

Bylaws

1. **Representation:** Representation from each PERMITTEE will be their Public Works Director, 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. **Voting:** Each PERMITTEE shall have one vote, provided that any PERMITTEE can call for a weighted vote on any issue. 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

ENTITY	APPROXIMATE POPULATION WITHIN AREA TO BE COVERED BY STORMWATER PERMIT	NUMBER OF VOTES
Pacific Grove	15,522	7.8
Monterey	29,674	14.8
Seaside	31,696	15.8
Sand City	261	1.0
Marina	21,014	10.5
Carmel	4,081	2.0
Del Rey Oaks	1,650	1.0
County of Monterey	17,213	8.6
Pebble Beach Company	4,531	2.3
TOTAL	125,642	63.8

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.

3. **Meeting Schedule:** Meetings will normally be at 2:00 p.m. at the Program Manager's offices on the fourth Wednesday of each month, unless changed by the Management Committee.
4. **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.
5. **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 entered into the "Interim Memorandum of Agreement Regarding Development of a Regional Storm Water NPDES Permit" as of July 1, 2001, and,
 - b. An amount to account for the delay in making payment, calculated using the Consumer Price Index or some other method deemed appropriate by the Participants Group.

EXHIBIT "B"

BUDGET AND COST-SHARING

Budget and Cost-Sharing

Prior to the start of each fiscal year, the Program Manager 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 Manager 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 written 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 Manager will return to each PARTY the unspent portion of that PARTY'S payment , as described in Section 3 "Program Budget."

The Program Manager 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 Manager will be charged. The Program Manager will send quarterly reports to the Management Committee summarizing the work the Program Manager has 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 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 Manager. 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

Duties of the Program Manager

The **Program Manager** will perform duties (referred to as Tasks) including, but not limited to, the following:

- Task 1.** Arranging for and conducting meetings of the Management Committee, including preparation of agenda materials and meeting minutes.
- Task 2.** Preparing draft documents for review, editing, and finalization by the Management Committee.
- Task 3.** Coordination with RWQCB and SWRCB on Phase 2 storm water permitting issues.
- Task 4.** Researching and reporting on various topics of interest to the Management Committee.
- Task 5.** Contracting with, and managing the work of, outside consultants to perform related work, if deemed necessary and appropriate by the Management Committee.
- Task 6.** Preparing the permit application.
- Task 7.** Preparing the Annual Report(s) required by the Permit, and other permit-related reports and documents, other than those that are to be prepared by the individual PERMITTEES.
- Task 8.** Other activities as requested by the Management Committee.

CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

RESOLUTION NO. 2002- 56

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
APPROVING A FINAL MEMORANDUM OF AGREEMENT (MOA) WITH THE
MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY (MRWPCA) FOR
THE SUBMISSION AND ADMINISTRATION OF A NATIONAL POLLUTION
DISCHARGE ELIMINATION SYSTEM (NPDES) REGIONAL PERMIT SATISFYING THE
CITY'S STORM WATER AND URBAN RUNOFF REQUIREMENTS UNDER THE
FEDERAL CLEAN WATER ACT**

WHEREAS, the Clean Water Act requires the City to obtain a National Pollution Discharge Elimination System (NPDES) permit to operate a storm water and urban runoff system; and

WHEREAS, the City has formed a Storm Water Utility and obtained the services of a consulting engineering firm to develop an urban runoff program; and

WHEREAS, the Public Works Director has recommended the City participate in a regional NPDES permit with neighboring jurisdictions in order to facilitate compliance with the Clean Water Act at a reasonable cost; and

WHEREAS, on 5 June 2001, City Council approved an Interim Memorandum of Agreement with the Monterey Regional Water Pollution Control Agency (MRWPCA); and

WHEREAS, the Public Works Director has worked successfully with MRWPCA and a "Participants Group" of neighboring jurisdictions towards development of the NPDES permit; and

WHEREAS, the Director has recommended the City enter into a Final Memorandum of Agreement (at exhibit A) with the MRWPCA by 30 June 2002.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES:

- 1. Approve the Final MOA with the Monterey Regional Water Pollution Control Agency at Exhibit A.**
- 2. Authorize the Mayor to sign the required Memorandum of Agreement by 30 June 2002.**

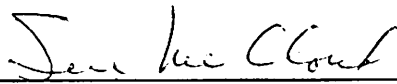
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE SEA this 6th day of June 2002, by the following roll call vote:

AYES: COUNCIL MEMBERS: Ely, Hazdovac, Livingston, Rose, McCloud

NOES: COUNCIL MEMBERS: None


ABSENT: COUNCIL MEMBERS: None

SIGNED:



Sue McCloud, Mayor

ATTEST:



Karen Crouch, City Clerk

MEMORANDUM OF AGREEMENT

MONTEREY REGIONAL STORM WATER MANAGEMENT PROGRAM

THIS Memorandum of Agreement ("AGREEMENT"), is made and entered into this 20 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: [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: _____

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 Stormwater Management Program

To: MRSWMP Management Committee
From: Mike McCullough, Director of External Affairs, Monterey One Water
Date: February 23, 2024
Subject: Program Manager Alternatives

Background

Monterey One Water has engaged the services of a recruiting firm to help identify top candidates to support the needs of the Monterey Regional Stormwater Management Program. An overview of this process includes:

Current market assessment (mini salary survey)	Complete
Finalize job description	3 weeks
Meet with recruiter to complete job profile/flyer	2 weeks
Post recruitment	4 weeks
Chair/Vice-Chair to review top candidates to interview	1 weeks
Panel interview	2 weeks
Final interview	2 weeks
Offer/background check/pre-employment steps	3 weeks

Current Market Assessment – When looking at similar positions for a Stormwater Program Manager from other California agencies, the average salary ranged from \$122,000-\$152,000.

Each phase of the recruitment process will be a collaborative effort between Monterey One Water and the MRSWMP Management Committee. It is anticipated the Management Committee will be consulted during the initial screening of candidates. For subsequent rounds, the Chair and Vice-Chair will be the primary contacts for the Committee.

Discussion

In reviewing the current job description for the MRSWMP Program Manager, two distinct skillsets were identified:

- **Administrative and technical responsibilities** focused on regional coordination, permit compliance, and research and analysis.
- **Outreach responsibilities** focused on content creation, public outreach, and industry engagement.

As an alternative to hiring one Program Manager funded through MRSWMP, two positions funded through a cost share with Monterey One Water may enhance the overall program.

MRSWMP Management Committee discussion and input is requested to assess if this alternative should be brought before the Monterey One Water executive team.

Position Considerations

1. Administrative Analyst

This position would be the main point of contact for the Program and the Management Committee. Essential duties would focus on regional coordination, permit compliance, and

research and analysis. It would require the individual to have or quickly gain a thorough understanding of the MS4 program and permit requirements.

Estimated salary range \$80,000-110,000.

2. Communications Specialist

This position would coordinate with and support the PE/PO consultant. Essential duties would focus on organizing MRSWMP training events, website management, content creation, and community engagement. A water-related background would not be required, but a passion for environmental science or related topic would be a plus when communicating critical program messages.

Estimated salary range \$80,000 – 110.000.

Draft job descriptions for both positions can be found in Attachment 1.

Next Steps

Monterey One Water staff have presented the two position concepts to the General Manager and the Director of Employee Services for their consideration. No commitment from Monterey One Water has been made regarding these positions. Feedback from the MRSWMP Management Committee is requested to help determine the best path forward for both programs.

Attachments:

Draft Job Description Administrative Analyst

Draft Job Description Communications Specialist

Administrative Analyst

Under general direction, performs professional and technical work to support regional efforts related to Monterey One Water's services and to the Phase II Small Municipal Separate Storm Sewer System (MS4) Permit coordinated through the Monterey Regional Storm Water Management Program. Essential duties will focus on regional coordination, administrative compliance, and research and analysis.

SUPERVISION RECEIVED AND EXERCISED

ESSENTIAL JOB DUTIES

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Regional Coordination

In conformance with public entity meeting requirements, coordinates the meetings of the MRSWMP Management Committee, including room reservations, preparation of agenda materials, distribution of meeting notices and packets, and meeting minutes.

Supports the budget preparation and implementation for the MRSWMP and monitors expenditures performance against the annual unit budget.

Facilitates interactions with local, state, and federal agencies related to stormwater permitting and funding grantors including requests for clarification, preparation for and participation in site visits, and coordination of member agencies.

Participates in industry opportunities through organizations such as California Stormwater Quality Association, California Association of Sanitation Agencies, and WateReuse.

Supports government affairs program needs, as applicable, including reviewing local agency agendas, State and Federal legislation, and budgets for potential funding opportunities.

Manages the MRSWMP and related government contacts databases.

Administrative Compliance

Assists MRSWMP members with coordinated permit compliance for the MS4 Program. Requires thorough understanding of permit requirements to propose and manage regional strategies to carry out the commitments and obligations of the permit.

Consolidates and prepares supporting documentation required for the MRSWMP members to submit their Annual Reports as required by the permit.

Actively monitors for permit updates and assists the MRSWMP members with permit applications or updates in alignment with state requirements.

Provides technical support to project managers, contractors and consultants regarding laws, regulations, and contractual requirements as they relate to grants and loans.

Research and Analysis

Researches, analyzes, and collates information for use in grant and funding applications; writes sections of federal, state and other grant applications; coordinates with project managers, consultants, project partners, and other staff to ensure timely submittal of funding applications.

Coordinates tracking and reporting of fiscal, labor, and contract reporting activities with contractors, consultants, and other departments; reviews, identifies problems, recommends analytical, statistical and information-gathering techniques and processes; assists with budget preparation and administration; obtains necessary information and data for analysis, discusses findings with management and drafts required Board statistical and narrative reports and related documents; ensures all regulatory and contractual compliance requirements are met in a timely manner.

Researches and reports on various topics of interest related to stormwater to the MRSWMP Management Committee.

Ability to:

- Organize work, set priorities, and exercise judgment and initiative within established guidelines, including when to escalate an issue.
- Understand, interpret, explain, and apply federal, state, and local policies and laws applicable to areas of responsibility.
- Communicate in a clear, thoughtful, and concise manner, both verbally and in writing.
- Make public presentations in variety of settings and provide clear, simple explanations of technical material.
- Operate a computer and standard business software.
- Use tact, diplomacy, and acumen in dealing with sensitive and confidential issues.
- Prepare clear, concise, and comprehensive budget statements, reports, and written materials.
- Represent the Agency effectively in dealings with community organizations, other public agencies, and grantors.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Establish and maintain effective working relationships with all those encountered in the course of work.

Communications Specialist

Under general direction, plan, develop, and coordinate internal and external communications efforts related to Monterey One Water's (M1W) services and to the Phase II Small Municipal Separate Storm Sewer System (MS4) Permit coordinated through the Monterey Regional Storm Water Management Program (MRSWMP). Essential duties will focus on content creation, public outreach, and industry engagement.

SUPERVISION RECEIVED AND EXERCISED

ESSENTIAL JOB DUTIES

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Content Creation

Develops and executes a social media strategy to maximize reach and engage communities across Facebook, LinkedIn, "X," Instagram, YouTube, Nextdoor, and other emerging channels, including platforms that will expand the reach of M1W and the MRSWMP among diverse communities. Gathers creative content from internal departments and other stakeholders. Creates and maintains a social media content calendar. Connects social media efforts to an overall digital strategy and customer outreach programs.

Directs, records, edits, and produces original video production. For larger video projects, manages all aspects of consultant support, including development, pre-production, and post-production.

Creates, coordinates, edits, and contributes to a variety of written publications such as grants, customer communications, annual reports, fact sheets, brochures, feature articles, media releases, and other materials for newspapers, magazines, public service announcements, digital communications, and internal dissemination as assigned.

Public Outreach

Plans, develops, and implements a variety of public information and community outreach/education activities in support of M1W's and the MRSWMP's programs and services. Represents the Agency in a wide variety of public interactions, meetings, and presentations with member agencies and community organizations.

Arranges and conducts tours of M1W's facilities for members of the public, community and professional organizations, and service groups.

Supports government affairs program needs, as applicable, including summarizing legislation and engaging with local, State, and Federal contacts.

Assists the MRSWMP 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.

Serves as support for website administration of www.montereyonewater.org and www.montereysea.org

Regional Coordination

Manages the budget preparation and implementation for the MRSWMP.

Participates in industry opportunities through organizations such as California Stormwater Quality Association, California Association of Sanitation Agencies, and WaterReuse.

Facilitates interactions with local, state, and federal agencies related to stormwater permitting and funding grantors including requests for clarification, preparation for and participation in site visits, and coordination of member agencies.

Assists in the preparation of supporting documentation required for the MRSWMP members Annual Reports.

Plan and Arrange for training programs to fulfill MRSWMP BMP requirements. These programs may involve contracting with training consultants or developing in-house resources to accomplish stated objectives.

Ability to:

- Organize work, set priorities, and exercise judgment and initiative within established guidelines, including when to escalate an issue.
- Understand, interpret, explain, and apply federal, state, and local policies and laws applicable to areas of responsibility.
- Communicate in a clear, thoughtful, and concise manner, both verbally and in writing.
- Make public presentations in a variety of settings and provide clear, simple explanations of technical material.
- Operate a computer and standard business software.
- Use tact, diplomacy, and acumen in dealing with sensitive and confidential issues.
- Prepare clear, concise, and comprehensive budget statements, reports, and written materials.
- Represent the Agency effectively in dealings with community organizations, other public agencies, and grantors.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Establish and maintain effective working relationships with all those encountered in the course of work.

Monterey Regional Stormwater Management Program

To: MRSWMP Management Committee
From: Mike McCullough, M1W staff
Date: February 21, 2024
Subject: Increasing the Budget Contingency for MRSWMP

History

At the December 2023 Management Committee, Committee Member Grogan asked how the costs associated with the administration of the MRSWMP were being charged. Leara Sampson – M1W's Director of Employee Services clarified that M1W is absorbing administration costs from September 2023 through December 2023 and member entities won't be charged Program Manager salary costs during that time.

Historically, MRWSMP approves the new Fiscal Year budget in June. Monterey One Water invoices the Member Entities in the Jan/Feb timeframe as determined in the cost allocation formula approved by the committee.

Discussion

In looking to streamline the administration of the MRSWMP budget, M1W staff have identified a potential opportunity to account for unforeseen expenses that may arise throughout the year.

M1W staff recommend increasing the contingency account within the departmental budget for MRSWMP. This one-time opportunity to increase the contingency account will provide the Management Committee increased flexibility in how these funds are expended. If a special event or program is identified in the year and the Committee would like to participate, the funds could be deducted from the Contingency account to support the new designated expense. Another factor for considering increasing the Contingency account is not having to request an additional budget appropriation from various City Councils or Boards.

To increase the existing Contingency account for FY 24/25, M1W staff is recommending moving forward with the invoicing to the Member Entities for the original Cost Share Allocation from the approved FY 23/24 budget. Any savings incurred from the Program Manager's salary and benefits would be allocated to the Contingency account for FY 24/25. The amounts to be billed by Member Entity are listed in the MRSWMP Budget included as Attachment 1.

Recommendation

Staff recommends the Management Committee consider paying the amounts agreed upon for the FY 23/24 budget and increase the contingency account in the MRSWMP departmental budget for FY 24/25.

Monterey Regional Stormwater Management Program
 Cost-Share Allocation - Fiscal Year 2023/24

PROGRAM ELEMENT	Budgeted Cost	M1W Administration Fee (+10%)	TOTAL Line-Item BUDGET	Cost-Share Allocation Schedule
Program Manager - <i>Salary and Benefits - total</i>	\$ 148,181	\$ 14,818	\$ 162,999	A (total)
- Program Manager -Fixed Fee Portion	\$ 70,000	\$ -	\$ 70,000	A-1
- Program Manager - Population-based portion	\$ 78,181	\$ 14,818	\$ 92,999	A-2
Stormwater Monitoring Program (E.8 & E.14)	\$ 32,632	\$ 3,263	\$ 35,895	--
- Program and Analysis Costs	\$ 18,432	\$ 1,843	\$ 20,275	C
- Lab Fees	\$ 14,200	\$ 1,420	\$ 15,620	C
Programs Budget	\$ 6,000	\$ 600	\$ 6,600	B
PE/PO Contract (E.7 & E.8)	\$ 132,243	\$ 13,224	\$ 145,467	B
Our Water Our World License	\$ 2,085	\$ 209	\$ 2,294	B
Web Development	\$ 1,500	\$ 150	\$ 1,650	B
Contingency	\$ 8,000	\$ 800	\$ 8,800	B
PEAIP Software License	\$ 32,422	\$ 3,242	\$ 35,664	D
CASQA Membership	\$ 4,480	\$ 448	\$ 4,928	E
BUDGET COMPONENT TOTALS	\$ 367,543	\$ 36,754	\$ 404,297	

Cost Share Schedule	Basis of Calculation	Total Budgeted Cost
A (total)	Program Manager	\$ 162,999
A-1	Fixed Fee portion	\$ 70,000
A-2	Population-Based portion	\$ 92,999
B	Population, Permitted Area	\$ 164,811
C	No. of Monitoring Locations	\$ 35,895
D	Divided per Jurisdiction	\$ 35,664
E	Divided per Jurisdiction	\$ 4,928
	Total	404,297

Note: Participants' Fixed-Fee Portion of Program Manager Salary + Benefits =	\$ 10,000
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PARTICIPATING ENTITIES	Cost Share Schedule A						Cost Share Schedule B			Cost Share Schedule C			Schedule D	Schedule E	PERMITTEE SHARE COST (A+B+C+D)
	Fixed Fee Share			Population-Based Share		Total	Population (2020)	Population Share	Population Share Cost (B)	Monitoring Locations (Total)	Monitoring Share Cost (See Monitoring Program Worksheet)	Monitoring Share Cost (Including +10% M1W Admin. Fee) (C)	Participant Cost	Participant Cost	
	Participant	Participant Share	Fixed Cost (A1)	Participant Population (2020)	Population - Based Cost (A2)	Schedule A Share Cost Total (A1+A2)									
TRADITIONAL PERMITTEES															
Carmel-by-the-Sea	1	14.3%	\$ 10,000	3,220	\$ 2,168	\$ 12,168	3,220	2.3%	\$ 3,720	2	\$ 4,662	\$ 5,128	\$ 2,684	\$ 400	\$ 24,100
Del Rey Oaks	1	14.3%	\$ 10,000	1,592	\$ 1,072	\$ 11,072	1,592	1.1%	\$ 1,839	0	\$ -	\$ -	\$ 824	\$ 400	\$ 14,135
Monterey	1	14.3%	\$ 10,000	30,212	\$ 20,339	\$ 30,339	30,212	21.2%	\$ 34,904	4	\$ 9,323	\$ 10,256	\$ 8,245	\$ 800	\$ 84,543
Pacific Grove	1	14.3%	\$ 10,000	15,090	\$ 10,159	\$ 20,159	15,090	10.6%	\$ 17,433	5	\$ 11,654	\$ 12,820	\$ 8,245	\$ 400	\$ 59,057
Sand City	1	14.3%	\$ 10,000	325	\$ 219	\$ 10,219	325	0.2%	\$ 375	0.2	\$ 466	\$ 513	\$ 824	\$ 400	\$ 12,331
Seaside	1	14.3%	\$ 10,000	32,366	\$ 21,789	\$ 31,789	32,366	22.7%	\$ 37,392	0.8	\$ 1,865	\$ 2,051	\$ 6,597	\$ 800	\$ 78,629
County of Monterey <small>Urban, Unincorporated</small>	1	14.3%	\$ 10,000	55,339	\$ 37,254	\$ 47,254	55,339	38.8%	\$ 63,932	2	\$ 4,662	\$ 5,128	\$ 8,245	\$ 1,728	\$ 126,288
Participating Entities' TOTAL	7			138,144			138,144			14			\$ 35,664	\$ 4,928	\$ 399,082
NON-TRADITIONAL PERMITTEES															
	0	0.0%	\$ -	0	\$ -	\$ -	0	0.0%	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -
Coordinating Entities' TOTAL	0			0			0			0			0		
COORDINATING ENTITIES															
Pebble Beach Co (Del Monte Forest)	0	0.0%	\$ -	0	\$ -	\$ -	4,514	3.2%	\$ 5,215	0	\$ -	\$ -	\$ -	\$ -	\$ 5,215
	0			0			4,514			0			0		
Participants' TOTAL	7	100.0%	\$ 70,000	138,144	\$ 92,999	\$ 162,999	142,658	100.0%	\$ 164,811	14	\$ 32,632	\$ 35,895	\$ 35,664	\$ 4,928	\$ 404,297