



CITY OF DEL REY OAKS

Staff Report

DATE: October 28, 2025

TO: Honorable Mayor and Council Members

FROM: John Guertin, City Manager

SUBJECT: Authorize a Memorandum of Agreement with Monterey One Water for the 2025 Monterey Regional Stormwater Management Program

CEQA: Not a Project Under CEQA per Article 20, Section 15378 and Under General Rule Article 5, Section 15061.

Recommendation

That the City Council approve a resolution authorizing the City Manager, or their designee, to execute the 2025 Monterey Regional Stormwater Management Program (MRSWMP) Memorandum of Agreement (“MOA”) with Monterey One Water. This action will authorize sharing the cost of managing storm water permit compliance, etc. with participating entities.

Discussion

In January 2025, the MRSWMP Management Committee established an MOA Ad Hoc Committee to update the Memorandum of Agreement (MOA). The purpose of this update is to reflect current program membership, clarify administrative responsibilities, and prepare for the anticipated reissuance of the MS4 permit in 2026.

Key changes in the updated MOA include a requirement for biannual invoicing of incurred expenses, revised cost-sharing formulas, updated limitations on indirect costs, and a process for budget amendments. Additional administrative revisions include updated bylaws and incorporation of the Agency Procurement Policy.

The draft MOA was unanimously approved by the MRSWMP Management Committee on June 25, 2025. It is now being presented to each participating jurisdiction for formal adoption. Participating agencies include the cities of Carmel-by-the-Sea, Del Rey Oaks, Monterey, Pacific Grove, Sand City, and Seaside, as well as the County of Monterey.

Adoption of the 2025 MOA supports compliance with the federal Clean Water Act (33 U.S.C. § 1251 et seq.) and the State Water Resources Control Board’s (SWRCB) National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) General Permit (Order No. 2013-0001-DWQ, as amended and anticipated to be reissued in 2026). Participation in the Monterey Regional Stormwater Management Program (MRSWMP) provides a legally recognized framework for cooperative regional stormwater management which assists the City in meeting mandatory permit requirements related to pollutant discharge reduction, public outreach, monitoring, and reporting.

This action is consistent with the City of Del Rey Oaks’ Stormwater Ordinance (DROMC Chapter 8.32)

Fiscal Impacts

The City's financial obligation will continue to be determined through the MRSWMP's adopted annual budget and calculated using the population-based cost-sharing formula set forth in the MOA. For Fiscal Year 2026, the City's approved budget is \$15,000.

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These invoices are paid from the City's General Fund and are budgeted in the Public Works Department budget (Account No. 100-311-64920). Annual contributions may vary slightly from year to year depending on population adjustments and program costs.

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ATTACHMENTS:

- Draft Resolution
- MOA
- MRSWMP Management Committee Informational Memo

Respectfully submitted,

John Guertin
City Manager

RESOLUTION 2025-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF AGREEMENT WITH MONTEREY ONE WATER FOR THE 2025 MONTEREY REGIONAL STORMWATER MANAGEMENT PROGRAM

WHEREAS, the Federal Clean Water Act requires municipalities to comply with the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit requirements; and

WHEREAS, the Monterey Regional Stormwater Management Program (MRSWMP) was formed in 2002 to provide coordinated regional compliance among participating jurisdictions; and

WHEREAS, the City of Del Rey Oaks entered into a Memorandum of Agreement (MOA) with the other member agencies in 2013, with a population update in 2020; and

WHEREAS, the MRSWMP Management Committee has prepared an updated MOA to reflect current program membership, administrative structure, and upcoming permit reissuance; and

WHEREAS, on June 25, 2025, the MRSWMP Management Committee unanimously approved the 2025 MOA and directed member agencies to seek governing body approval; and

WHEREAS, the City of Del Rey Oaks determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEL REY OAKS that the above recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF DEL REY OAKS that it hereby authorizes the City Manager, or their designee, to execute the 2025 Monterey Regional Stormwater Management Program Memorandum of Agreement with Monterey One Water.

PASSED AND ADOPTED this 28th day of October, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SIGNED:

Scott Donaldson, Mayor

ATTEST:

Karen Minami, City Clerk



MONTEREY SEA

Stormwater Education Alliance

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

Monterey Regional Stormwater Management Program

Memorandum of Agreement 2025

DRAFT

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MEMORANDUM OF AGREEMENT MONTEREY REGIONAL STORMWATER MANAGEMENT PROGRAM

THIS Memorandum of Agreement (“AGREEMENT”), is made and entered into this _____ day of _____, 2025, by and between MONTEREY ONE WATER, 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 CARMEL-BY-THE-SEA, a municipal corporation of the State of California;
CITY OF DEL REY OAKS, a municipal corporation of the State of California;
CITY OF MONTEREY, a municipal corporation of the State of California;
CITY OF PACIFIC GROVE, a municipal corporation of the State of California;
CITY OF SAND CITY, a municipal corporation of the State of California;
CITY OF SEASIDE, 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 Stormwater Management Program (Program).

In addition, other organizations, including but not limited to non-traditional agencies (COORDINATING ENTITIES) that are not subject to similar National Pollutant Discharge Elimination System (NPDES) Phase 2 Municipal Separate Storm Sewer System (MS4) permits and include land parcels adjoining PERMITTEE areas that may impact shared watersheds, may coordinate with the Program and may provide contributions to the Program to help meet stormwater pollution reduction goals.

All participating PERMITTEES and COORDINATING ENTITIES shall be referred to herein collectively as PARTICIPATING ENTITIES.

RECITALS:

- A. The Federal Clean Water Act (CWA) requires certain municipalities and industrial facilities to obtain an NPDES permit for the discharge of stormwater to navigable waters. NPDES permits also are required for any stormwater 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) to administer the NPDES permit process within its region.
- C. On December 8, 1999, the EPA promulgated Phase 2 stormwater regulations under authority of the Clean Water Act section 402(p)(6). These regulations require the SWRCB to issue NPDES stormwater permits to operators of Small MS4s, defined as entities with a population of under 100,000 people.
- D. On April 30, 2003, the SWRCB adopted Water Quality Order No. 2003-005-DWQ, NPDES General Permit CAS000004 Waste Discharge Requirements (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 (MOA) and subsequently formed the Program in order to achieve regional cooperation and efficiency among the PERMITTEES in the implementation of the NPDES MS4 regulations.
- F. On February 5, 2013, the SWRCB adopted Water Quality Order No. 2013-0001-DWQ NPDES General Permit No. CAS000004 (Order), which modifies the previous General Permit, Order 2003-0005-DWQ. This Order establishes stormwater management program requirements and defines the minimum acceptable elements of municipal stormwater management programs, unless otherwise amended. Per Section J of the Small MS4 Permit, "This Order expires on July 1, 2018. If this Order is not reissued or replaced prior to the expiration date, it will be automatically continued in accordance with 40 CFR 122.6 and remain in full force and effect."
- G. On August 1, 2024, the SWRCB released a public notice to solicit comments on the Informal Draft Small Municipal Stormwater Permit currently under development. The issuance of a Formal Draft, followed by the adoption of a new MS4 permit by the SWRCB is expected between 2025 and 2026.
- H. In and for the mutual interest of the PERMITTEES, the PERMITTEES wish to continue to implement the Program by entering into this AGREEMENT for the purpose of cooperating to comply with NPDES permit requirements efficiently and economically.

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

Section 1. Monterey Regional Stormwater Management Program

- 1.01 The Program is intended to fulfill certain obligations of the PERMITTEES with regard to NPDES Phase 2 Storm Water permit requirements.
- 1.02 The Program is a collective effort and implementation of regional activities designed to benefit all PERMITTEES.
- 1.03 Each PERMITTEE shall implement individually its Community-Specific Program as required by its Small MS4 Permit.
- 1.04 PERMITTEES appoint AGENCY to serve as the Program Administrator for the Program and to provide the services set forth in Section 4 below and any other services under the direction of the Program Management Committee (MC, membership as defined in Section 2). AGENCY shall be responsible for selecting, retaining, assigning, or dismissing personnel to provide services on its behalf as called for in this MOA, in collaboration with the MC.
- 1.05 The AGENCY may withdraw as the Program Administrator upon the provision of ninety (90) days written notice to the MC. The MC may select a new Program Administrator upon the provision of a ninety-day (90) written notice to the AGENCY. In either event, the AGENCY shall issue invoices to each PERMITTEE for unreimbursed expenditures on behalf of the Program within forty-five (45) days of the 90-day period ending.
- 1.06 In the event that the AGENCY withdraws as the Program Administrator, or in the event that the MC wishes to select a new Program Administrator, another PERMITTEE may serve as a successor Program Administrator. Any PERMITTEE willing to serve as the successor Program Administrator may be nominated by another PERMITTEE. Selection of a Program Administrator must be by majority vote of the MC, and the newly selected Program Administrator shall provide the services set forth in Section 4 below and any other services under the direction of the MC.

Section 2. Management Committee

- 2.01 A Program MC is hereby created, consisting of representatives from each PERMITTEE, to provide for overall Small MS4 Permit Program coordination, review, and budget oversight.
- 2.02 The MC is the official management and oversight body of the Program. The MC shall direct and guide the Program and review and approve the Program Budget. The MC shall consider permit compliance, including benefit to a majority of the PERMITTEES, as a primary objective in approving Program tasks and corresponding budgets.
- 2.03 The voting membership of the MC shall comprise one voting representative from each PERMITTEE, designated as specified in EXHIBIT A. An alternative voting representative may be appointed by each PERMITTEE.
- 2.04 The MC adopts the Bylaws contained in EXHIBIT A for its governance and may, from time to time, revise these Bylaws by majority vote of the MC at a duly-noticed meeting with a quorum of PERMITTEES in attendance.
- 2.05 The Program Administrator shall periodically re-evaluate and make recommendations to the PERMITTEES concerning the adjustment of the cost-share allocations that each PERMITTEE shall pay for the implementation of Program obligations.
- 2.06 A quorum of the MC shall be achieved when voting representatives from at least fifty percent (50%) of the PERMITTEES are present at any MC meeting.
- 2.07 Meetings of the MC, including any closed sessions with the Program Attorney, shall be conducted in accordance with the Ralph M. Brown Act (Government Code Section 54950 et seq.), including the public posting of meeting agendas at least 72 hours in advance of the meeting.
- 2.08 The MC shall establish timelines and budgets for the completion of Program tasks.
- 2.09 The MC, 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 by the MC. The fiscal year shall run from July 1 through June 30. The Budget shall be prepared by the Program Administrator and administered as described in EXHIBIT B.
- 3.02 The Program Administrator shall invoice PERMITTEES biannually for Program cost expenditures based upon the adopted budget for the fiscal year and the approved cost share allocation. The proportionate share of the Program Budget that each PERMITTEE shall pay shall be shown and specified in the adopted fiscal year budget.
- 3.03 The Program Administrator shall invoice PERMITTEES for expenses incurred no later than forty-five (45) days after the end of each biannual period.
- 3.04 Cost-sharing between PARTICIPATING ENTITIES shall be calculated utilizing formulas specific to the Budget Schedule Parameters laid out in EXHIBIT B.2, which include population-based computations, fixed fee contributions, and software usage rates, unless otherwise agreed to by the PARTICIPATING ENTITIES when the budget for each fiscal year is adopted, as described in EXHIBIT B.
- 3.05 PERMITTEES shall be responsible for reimbursing the Program Administrator for all costs incurred in connection with Program activities. The total annual amount paid by PERMITTEES to the Program Administrator shall not exceed the approved annual budgets. PERMITTEES

shall not reimburse the Program Administrator for expenses exceeding the approved annual budget of the Program, unless approved through the budget amendment process outlined in Subsection 3.06 and in EXHIBIT B.1.

- 3.06 The Program Administrator must submit a formal request to the MC for any anticipated expenditure that exceeds the limits of the adopted budget using the form included in EXHIBIT B.4. All budget amendment requests must include description of the proposed change, reason for the change, amount of the change, and estimated timeframe for expense to be incurred.
- 3.07 No budget amendment will be considered final or acted upon until it has received approval by majority vote of the MC.
- 3.08 The Program Administrator will evaluate all completed and proposed expenditures in order to reduce any budget amendments requested.

Section 4. Program Administrator's Roles & Responsibilities.

- 4.01 The Program Administrator shall be responsible for Program management, administration, and related duties as described in EXHIBIT D. The Program Administrator shall not be responsible for providing program management services related to individual PERMITTEES' Community-Specific Programs. Work assignments shall be delegated to the Program Administrator by the MC and not by individual PERMITTEES.
- 4.02 The Program Administrator shall be paid from Program Funds in accordance with the adopted Program Budget, for providing the services described hereunder. The Program Administrator shall be the treasurer of the Program funds and shall maintain Program funds in a separate designated account and shall not expend any funds except in accordance with the annual budget approved by the MC, or as otherwise directed by the MC.
- 4.03 The Program Administrator may request, as part of the annual Program Budget, reimbursement for reasonable and customary indirect costs incurred in providing the services described in this Section. Reimbursement to the Program Administrator shall be subject to MC review and approval as part of the Program Budget.
- 4.04 The MC must adhere to Program Administrator's procurement policies, as laid out in EXHIBIT C. This includes but is not limited to: the Program Administrator shall issue formal Requests for Proposals for services estimated to cost \$35,000 or more, and the Program Administrator shall issue Purchase Orders for purchases of \$5,000 or more.
- 4.05 The Program Administrator, in collaboration with the MC, 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. The selection of Outside Contractors shall conform to the Program Administrator's procurement policies.
- 4.06 The Program Administrator shall act in a reasonable amount of time to execute contracts with Outside Contractors that have been requested by the MC. The Program Administrator shall provide a copy of any contract executed on behalf of the Program to any PERMITTEE, person designated by any PERMITTEE, or the MC 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 MC.
- 4.07 The Program Administrator reserves the right to amend and update the procurement policy

periodically and shall notify PERMITTEES of any changes in writing upon its adoption by the Program Administrator.

Section 5. Additional Rights and Duties of the PARTIES

- 5.01 In addition to participation in the MC, the PERMITTEES accept and agree to perform the following duties:
1. Each will participate in MC meetings and other required meetings of the PERMITTEES.
 2. Each will abide by the MC Code of Conduct specified in EXHIBIT A, Item 9.
 3. Each will comply with the NPDES Permit conditions that apply within its jurisdictional boundaries.
 4. Each will implement its jurisdiction's Community-Specific Program.
 5. 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.
 6. Each will address individually inter-agency issues, agreements, or other cooperative efforts.
 7. 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, 6.03, and 6.04 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 the SWRCB issues a new NPDES General MS4 Permit or this term is extended by the PARTIES.
- 6.03 Upon issuance of a new NPDES General MS4 Permit by the SWRCB, this AGREEMENT shall be amended to terminate at the expiration of the new permit, unless this term is extended by the PARTIES.
- 6.04 Any PERMITTEE may terminate its participation in this AGREEMENT by giving the MC 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 MC 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 amendment by the MC.
- 7.03 In the event any provision of this AGREEMENT is determined to be void or unenforceable for any reason, such a determination shall not affect the remainder of this Agreement, which shall continue to be in force.
- 7.04 This AGREEMENT may be executed and delivered in any number of copies ("counterpart") by the PARTIES, including by means of electronic communicate. 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.
- 7.05 No PARTY shall, by entering into this AGREEMENT, participating in the MC, 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, or any person acting on their behalf or in their stead.
- 7.06 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.
- 7.07 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 ONE WATER, a Joint Powers Authority and public agency of the State of California

Date: _____

APPROVED AS TO FORM:

By: _____
Chair, Board of Directors

By: _____
Legal Counsel

By: _____
General Manager

ATTEST:

Date: _____

By: _____

CITY OF CARMEL-BY-THE-SEA, a public entity of the State of California;
CITY OF DEL REY OAKS, a public entity of the State of California;
CITY OF MONTEREY, a public entity of the State of California;
CITY OF SAND CITY, a public entity of the State of California;
CITY OF SEASIDE, a public entity of the State of California;
CITY OF PACIFIC GROVE, a public entity of the State of California; and
COUNTY OF MONTEREY, a public entity of the State of California.

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____
Legal Counsel

ATTEST:

Date: _____

By: _____

EXHIBIT A: MOA BYLAWS

DRAFT

A.1: MOA Bylaws

1. **Management Committee Representation:** Representation from each PERMITTEE will be designated formally by each jurisdiction’s authorized agent, including but not limited to City Manager, City/County Administrator, Mayor, and Board Chair. This appointment shall be identified in writing to the MC using the template included in EXHIBIT A.2. Should a new representative and/or alternate be chosen by a PERMITTEE, they shall submit an amended Nomination Letter to the MC as soon as possible.
2. **Selection of Officers:** Each calendar year, the MC 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 MC. Members of the MC may express their interest in serving as Chair or Vice Chair at the regularly scheduled December meeting. No member of the MC 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. Voting on all matters shall be on a voice vote, unless a roll call vote is requested by any PERMITTEE in attendance or is required pursuant to the Brown Act. The affirmative vote of at least that number of the voting members of the MC 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 MC.

Weighting will be on a population basis, using the populations and numbers of votes shown in Table A. This table may be updated periodically by formal action of the MC. Amending the jurisdictional populations typically will occur 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. If a weighted vote is called, each PERMITTEE will have the number of votes shown in the table below.

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

PERMITTEE	2020 Census Population Within Area Covered by Stormwater Permit¹	Number of Votes²
Carmel-by-the-Sea	3,220	2
Del Rey Oaks	1,592	1
Monterey City	30,212	15
Monterey County	55,339	28
Pacific Grove	15,090	8
Sand City	325	1
Seaside	32,366	16
Total	138,144	71

¹ The U.S. Census Bureau published updated population figures, based on the 2020 Census. U.S. Census Bureau, <https://www.census.gov/>

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

4. Meeting Schedule: Meetings normally will be held at the Program Administrator's offices on the fourth (4th) Wednesday of each month at 09:30 am, unless changed by the MC.

5. Starting Time: Meetings will start promptly at the designated starting time. Any PARTY representative that knows they will be unable to attend or will be late will notify the Chairperson so as not to delay the start of the meeting.

6. Virtual Participation: Members may teleconference for "individual emergency" or "just cause". If a PERMITTEE is unable to attend in person, they must provide notice and reason as soon as possible to the Chair and/or Vice Chair for each meeting. A quorum of PERMITTEES must be present at a clearly identified single location within the MC's boundaries. The PERMITTEE participating remotely must join with both audio and visual input (with camera functionality enabled) and is not precluded from voting on agenda items. Virtual participation may be utilized a maximum of twice per calendar year.

"Just cause" includes: (i) childcare/caregiving, (ii) contagious illness, (iii) physical or mental disability not accommodated by AGENCY, (iv) travel on business for City, State, or another public agency, and (v) PERMITTEE has immunocompromised family member.

"Individual emergency" includes personal physical or family medical emergency that prevents attendance in person.

The Member participating virtually must make a statement substantively similar to the following: "I am participating in today's meeting remotely under recent amendments to the Brown Act, due to [state reason - i.e. a contagious illness] that prevents me from participating in person. There [is/is not] someone 18 or older in the room with me. [Briefly describe relationship to any person in the room who is 18 years or older.]"

7. 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 the amount the new entity would have paid if it had been a PARTY as of the first day of the current fiscal year with a pro-rata deduction, or another method deemed appropriate by the PARTIES. Membership fees will be reassessed for all PARTIES for the following fiscal year to ensure equitable division of Program costs.

8. Coordinating Entities: Coordinating entities are defined as Program Participants with no NPDES Stormwater Permit requirements. This category of participants has no vote-share in the Program, and fees will be assessed based on Schedule B costs (see EXHIBIT B.2 "Schedule Parameters").

9. Code of Conduct Policy:

a. Purpose: This policy is established to encourage and maintain high standards of behavior by Program MC Members. This Code of Conduct applies to all MC Members and Alternates.

b. MC Conduct with the Public: MC Members should:

- i. Study materials, comments, and information submitted by the staff, the public, and other interested parties prior to voting, to the extent reasonable.
- ii. Be polite, impartial, respectful, and without prejudice toward the public and fellow MC members.
- iii. Provide fair and equal treatment for all people and matters coming before the MC.
- iv. Listen courteously and attentively to public comments and all public discussions at

MC meetings.

- v. Avoid body language that is defensive, disrespectful, or uninterested.
 - vi. Avoid interrupting speakers, including other MC Members, and any comments from MC Members should be directed through the Chair.
 - vii. Refrain from arguing with members of the public.
 - viii. Represent and work for the common good of the Program and not for any private interest.
- c. Violation of Policy: A perceived violation of this policy by a Member should be referred to the MC Chair for evaluation and consideration of any appropriate action warranted. In the case of a perceived violation by the MC Chair, the matter should be referred to the Vice Chair for evaluation and consideration of any appropriate action warranted. Reports, complaints, or concerns of perceived violations should be shared by the MC Chair or Vice Chair with the entire MC. The MC Chair or Vice Chair will seek assistance from the AGENCY with regard to the process to address a report or complaint of a perceived violation. A violation of this policy may be addressed as follows:
- i. Informal discussion with the MC Chair and/or Vice Chair
 - ii. Professional counseling/coaching for the individual MC Member, upon recommendation of a majority of the MC made at a duly-noticed meeting of the MC
- d. Applicability: Any individual representing MRSWMP at public meetings, community events, and other engagement opportunities is expected to abide by these standards. This includes MC Representatives, Program Administrator staff, and Outside Contractors. Should an issue arise with the conduct of Program Administrator staff or Outside Contractors, the matter will be addressed according to the AGENCY's personnel procedures.
10. Legal Services: The MC 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 MC on all matters involving administration of the Program's NPDES Permit and such other matters upon which the MC 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 MC.

A.2: MC Representative Nomination Letter Template

[Jurisdiction's Letterhead]

[Date]

Monterey Regional Stormwater Management Program (MRSWMP)
Management Committee Program Administrator

RE: Designation of MRSWMP Management Committee Representatives

I, [signatory's name], in my capacity as [signatory's job title] for the [jurisdiction], do hereby designate the following individuals as the designated representatives to serve on the MRSWMP's Management Committee (MC).

1. **Primary MC Representative:**
Title:
Department:
Contact Information:

2. **Alternate MC Representative:**
Title:
Department:
Contact Information:

3. **Legally Responsible Official (LRO):**
Title:
Department:
Contact Information:

These representatives shall represent the [jurisdiction's] Community-Specific Stormwater Management Program on the MC to ensure compliance with the National Pollutant Discharge Elimination System (NPDES) Phase 2 Municipal Separate Storm Sewer System (MS4) permit requirements. They shall have the authority to act on behalf of the [jurisdiction] in all matters, including but not limited to participation in meetings, policy discussions, and decision-making processes pertaining to regional stormwater management efforts.

This designation shall remain in effect until amended or revoked in writing by the [signatory's job title].

Sincerely,

[signatory's name]
[signatory's job title]
[jurisdiction]

We, the undersigned designated MC Representatives, do acknowledge receipt of the MRSWMP MC Code of Conduct and agree to abide by the conditions therein.

Primary Representative

Alternate Representative

DRAFT

A.3: Chair & Vice Chair Roles & Responsibilities

1. The MC Chair and Vice Chair, upon selection by the MC as laid out in EXHIBIT A.1, Item 2, shall conduct monthly MC meetings. This includes but is not limited to: call to order, lead meeting and agendized content, call for public comment, facilitate questions from Members and the public, and adjourn meeting.
2. Rules of Order
 - a. The Chair shall preside at all meetings of the Committee, ensuring that the meeting is conducted in an orderly manner. Items should be taken up in the order listed in the published agenda. However, when the circumstances warrant, the Chair may modify the order of business.
 - b. In the absence of the Chair, the Vice Chair shall preside and exercise all the powers and duties of the Chair. If there is a quorum present, and both the Chair and the Vice Chair are absent, the MC Members present may agree upon a Member to preside and serve as temporary Chair.
 - c. The Chair will recognize other MC Members who wish to speak.
 - d. The Chair has the same right to make or second a motion or to debate as the other MC Members. The role of presiding officer does not need to be assigned to another Member while the Chair exercises these rights.
 - e. The Chair may ask whether there is a motion and a second to bring a matter to a vote or may move or second a motion to bring a matter to a vote.
 - f. Agenda items for a MRSWMP meeting are determined by the Chair in consultation with Program Administrator Support Staff.
3. Brown Act - MRSWMP MC is regulated by the Brown Act and must comply with open public meeting noticing and assembly requirements. Key sections include the following:
 - a. A meeting is considered the congregation of a majority of members and shall be open to the public (including ADA accessibility needs).
 - b. There are seven MRSWMP voting members; a quorum constitutes communication with a minimum of four members at one time.
 - c. Agendas must be posted publicly at least 72 hours prior to the meeting time, to include a brief general description of each item to be discussed. Staff posts notices online on the Monterey SEA website, physically at the M1W Administration Office, and through bulk email notifications.
 - d. MC leadership shall offer public comment opportunities on any item of interest to the public, before or during the consideration of the item within MRSWMP's jurisdiction.
 - e. No communications between a majority of MC Members may be used to discuss, deliberate, or take action on any item within the subject matter jurisdiction of the MC outside of properly noticed meeting sessions.
 - f. Program Administrator staff may engage in separate conversations with MRSWMP Members regarding MC business to answer questions or provide additional information.

4. Other Duties:

- a. Support generation of public meeting content - meet with Program Administrator Support Staff to suggest agenda items and to review meeting materials.
- b. Provide feedback - review and provide input on meeting packet materials, official correspondence, and other supporting documents on behalf of MRSWMP.

5. Annual Calendar (approximate dates - may be adjusted to accommodate schedules and holidays)

- a. Committee meetings: fourth Wednesday of each month
- b. In-person meeting agenda/minutes review with Program Administrator Support Staff: second Wednesday of each month
- c. Approval of draft meeting packets via email: third Wednesday of each month

Meeting agendas and packets are not published until approval is received from the Chair and Vice Chair.

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EXHIBIT B: BUDGET

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B.1: Budget

Prior to the start of each fiscal year, the Program Administrator, under the direction of the MC, will prepare a Draft Budget and submit it to the MC for its review. The Draft Budget will include a proposed approach for the allocation of costs (cost-sharing) to each PERMITTEE. The Program Administrator will revise the Draft Budget to address concerns and comments from the MC, and the MC then will approve and adopt a Final Budget for the fiscal year. The Final Budget shall be presented to the AGENCY's Director of Finance by May of the preceding fiscal year for approval by the Program Administrator's Board of Directors.

The Program Administrator will establish a separate job-cost code in its accounting system, to which hours spent and out-of-pocket costs related directly to performing work as the Program Administrator and for services of the Program Administrator will be charged. The Program Administrator will send quarterly reports to the MC summarizing the work the Program Administrator has performed during that quarter, the total fiscal year expenditures to conduct Program tasks, 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 parameters for cost-sharing calculations are described in EXHIBIT B.2.

Direct and Indirect Costs: The costs for AGENCY's services as the Program Administrator will consist of both direct and indirect costs. Direct costs are costs which can be tracked through timecards, 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, with the percentage of allowable indirect costs tied to the Consumer Price Index Average for San Francisco³. Examples of the types of indirect costs that AGENCY is likely to incur are described in EXHIBIT B.3.

Budget Amendments: 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. The Program Administrator will evaluate all completed and proposed expenditures in order to reduce any budget amendments requested. If it appears that costs will exceed the budgeted amounts, the Program Administrator will notify the MC before incurring costs in excess of the budgeted amounts.

Should any anticipated expenditure exceed the limits of the adopted budget, the AGENCY must submit a formal request to incur costs in excess of the budgeted amounts, using the Budget Amendment Form in EXHIBIT B.4. All budget amendment requests shall include description of the proposed change, reason for the change, amount of the change, and estimated timeframe for expenses to be incurred.

If the MC determines, by way of majority vote at a duly-noticed Committee meeting, that it is appropriate to have the Program Administrator incur additional costs above the budgeted amounts, the AGENCY shall proceed to expend the approved funds. No budget amendment will be considered final or acted upon until it has received formal approval by the MC.

³ US Bureau of Labor Statistics https://www.bls.gov/regions/west/ca_sanfrancisco_cmsa.htm

B.2: Schedule Parameters

The costs of Program activities are shared between each PERMITTEE to ensure equitable division of budget elements. Parameters for each Cost Share Schedule are split into the categories specified in Table B and determined according to the calculations below.

Table B: Cost Share Calculations

Cost Share Schedule	Basis of Calculation
<i>A (total)</i>	<i>Program Administrator Positions</i>
A-1	Fixed Fee Portion
A-2	Population-Based Portion
B	Population, Permitted Area
C	Number of Monitoring Locations
D	Regional Module Cost Discount
E	Reg. Subscription Cost Discount

1. Schedule A

- a. Program Administrator Support Staff salaries and benefits - one Full Time Equivalent staff member (a total of 2,080 working hours annually). Staff members receive an annual cost of living adjustment (between three percent (3%) and six percent (6%)) and may be eligible for five percent (5%) salary step increases each year, both of which will be included in budget estimates.
- b. A-1: Fixed fee for each PERMITTEE for the portion of Support Staff hours deemed to be equally beneficial to all PERMITTEES.
- c. A-2: Based on census populations for each PERMITTEE.

2. Schedule B

- a. Programs budget - including training session organization, conferences, travel, and PERMITTEE enrichment.
- b. Direct percentage of population share of individual PERMITTEE areas, including COORDINATING ENTITIES' portion of the population.

3. Schedule C

- a. Stormwater Monitoring Program costs - including volunteer recruitment, laboratory analysis fees, data analysis, and annual report preparation.
- b. Direct percentage of water quality monitoring locations within each jurisdiction.

4. Schedule D

- a. Program Effectiveness Assessment and Improvement Plan software cost.
- b. Calculation based on software module use by each PERMITTEE and the population within each jurisdiction.

5. Schedule E

- a. California Stormwater Quality Association (CASQA) membership.
- b. Calculation based on individual subscriber cost by population and division of PERMITTEE discounts through the regional subscription total.

B.3: Indirect Costs

Indirect costs are defined as cost items 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 and will be updated, as deemed necessary, with Consumer Price Index adjustments for the San Francisco Region.

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

- Use of AGENCY electronic processing systems, including hardware/software for printers, modems, and financial and data processing. 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 AGENCY staff time seeking bids, communicating with vendors, preparing requisitions, and issuing purchase orders.
- Use of existing office equipment (copiers, fax machines, scanners, 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 prevention), employee assistance programs, and general office support.
- Use of upper-level AGENCY staff for overall coordination, management, and support of stormwater permitting activities and Support Staff work performance.
- Utilization of Program Administrator Attorney to provide legal input on items pertaining to Program activities, at the request of the AGENCY or MC.

B.4: Budget Amendment Form
**Monterey Regional Stormwater
Management Program (MRSWMP)**
Budget Amendment Form

Amendment No.	Date:
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From: Program Administrator [support staff names], Monterey One Water
--

Description: [Describe request]
--

List Any Attachments: [Please provide if any.]

Amendment Dollar Amount: Not to exceed [enter amount]
--

APPROVED BY:

MRSWMP Management Committee Chair	Monterey One Water Program Administrator
Date:	Date:
Signed:	Signed:

EXHIBIT C: AGENCY PROCUREMENT POLICY

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Monterey One Water Procurement Policy

The PARTIES to the MRSWMP MOA shall abide by the AGENCY Procurement Policy with respect to general purchases and consultant services for Program activities.

Should the AGENCY Board of Directors adopt new thresholds for purchasing authority levels of approval or required processes, the Program Administrator shall notify the MC in writing as soon as possible.

Table C.1 and C.2 show the Procurement Policy cost ranges and associated requirements, as approved by the AGENCY Board of Directors July 1, 2017, and amended October 28, 2022.

Table C.1: Solicitation Types

Cost Range	Type of Solicitation
Less than \$5,000	Informal; solicit one written quote
\$5,000 - \$35,000	Informal; solicit three (3) written quotes
Over \$35,000	Advertise for Sealed Bids or issue a Request for Proposals/Qualifications

Table C.2: Authority Levels

Position	Authority Limit
Designated Employees	\$11,000
Supervisor	\$25,000
Manager/Director	\$40,000
Director	\$60,000
Assistant General Manager/Director of Finance	\$80,000
General Manager	\$135,000
Board of Directors	\$135,001 or more

**EXHIBIT D: DUTIES OF
THE PROGRAM ADMINISTRATOR &
PROGRAM ADMINISTRATOR SUPPORT STAFF**

DRAFT

D.1: Duties of the Program Administrator

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

- Assist in the recruitment, management, supervision, and retention of Stormwater Program Administrator Support Staff.
- Provide assistance in financial oversight, to include basic Program accounting services and Program budget management, of Stormwater Program Administrator Support Staff.
- Provide overall coordination, management, and support of Program activities.

Program Administrator Support Staff: The Stormwater Program Administrator Support Staff shall perform the following duties:

- The Program Administrator Support Staff will be paid from Program funds in accordance with the adopted Program budget.
- Work assignments are given to the Program Administrator by the MC and not by individual PERMITTEES.
- The Program Administrator Support Staff are not responsible for providing program management services related to individual PERMITTEES' Community-Specific Programs.
- In conformance with the Brown Act, arrange for and facilitate meetings of the MC, including making meeting room arrangements, preparation and distribution of agenda materials and meeting notices, and preparation and distribution of meeting minutes.
- Advise the MC 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 conducted by the MC and its individual PERMITTEES. Anticipate plans, procedures, policies, and other items necessary to carry out the commitments and obligations under the Program and MS4 Permits; prepare and present same to the MC 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 SWRCB on Phase 2 Small Municipal Storm Water permitting issues at the direction of the MC.
- As directed by the MC, prepare updates to the Program 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 MC, manage budget preparation and execution on behalf of the PERMITTEES, including recordation of employee expenses and the proper apportionment to the PARTICIPATING ENTITIES.
- Work with Program Administrator accounting staff with regard to accounts payable, receivable, and invoicing, and review and process Outside Consultant invoices in a timely manner.
- At the direction of the MC, manage contracts with and manage the work of Outside Consultants to perform Program tasks, if deemed necessary and approved by the MC.

- Interact with additional Program Administrator staff, such as secretarial, clerical, accounting, and source control, to carry out the work of the Program Administrator Support Staff.
- 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 Program Best Management Practices requirements at the direction of the MC. 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 stormwater requirements and, as directed, California Marine Protected Area policies and requirements and Monterey Bay National Sanctuary programs and requirements. Keep the MC sufficiently briefed on programs, potential changes in regulations, grants, and other such matters so that the MC may provide direction and take timely action regarding these types of items.
- Participate in California Stormwater Quality Association (CASQA), SWRCB, and RWQCB activities such as meetings, programs, etc. when and if directed by the MC to do so.
- Prepare other documents such as correspondence to regulatory agencies and advocacy organizations for review, editing, and finalization by the MC. If so directed by the MC, participate in State task forces and other groups pertaining to Program matters.
- As needed, and if so directed by the MC, 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 MC, at the direction of the MC.

Program Administrator Evaluations: At the end of each fiscal year, the full Management Committee (MC) shall conduct an annual performance evaluation of the AGENCY. This evaluation shall be carried out during a closed session meeting, with the participation of the Program Administrator. Each MC Member shall assess independently the AGENCY's performance using the standardized evaluation template provided in EXHIBIT D.2. This process ensures transparency, accountability, and continuous improvement in the implementation of the AGREEMENT.

D.2: Program Administrator Evaluation Template

Agency: Monterey One Water, MRSWMP Program Administrator (Agency)

Support Staff Members:

Performance Feedback Period:

Evaluator:

Date of Discussion:

COMPETENCY REVIEW

Please provide feedback on the Agency's performance relating to the following competencies and specify the appropriate Performance Standards value (defined in description below).

- Accuracy & Quality of Work
- Decision Making
- Innovation & Creativity
- Planning & Goal Setting
- Problem Solving
- Teamwork, Consultant Coordination
- Other

PROGRAM AREAS OF RESPONSIBILITY

Given the two major categories of Program Administrator responsibilities, summarize the efficacy of these elements:

Administration:

Outreach:

GOALS & EXPECTATIONS

Stormwater Permit Priorities:

Accomplishments:

Incomplete this year:

GOAL SETTING

Identify and list the most important goals that support the MRSWMP objectives for the next review cycle, and indicate how to evaluate goals for success:

SUMMARY OF OVERALL PERFORMANCE

Please summarize the overall performance of the Program Administrator and assign a Performance Standards value.

AGENCY COMMENTS

PERFORMANCE STANDARDS

E = Exceeds Performance Expectations

Work can be described as consistently exceptional, regularly exceeding Program objectives, goals, and standards.

P = Performs Well

Strong performance and meets the Program’s high expectations and standards. Can be relied upon to consistently perform quality work that furthers the Program’s goals and objectives.

N = Not Meeting Expectations

Agency is not fully meeting all expectations of the job.

C = Corrective Action

Agency is not meeting performance expectations and needs to improve in order to retain the role of Program Administrator. A corrective action plan must accompany this document.

The Program Administrator has reviewed this document and discussed the contents with the Committee.

Program Administrator Representative Signature

Date

EXHIBIT E: DEFINITIONS

DRAFT

Definitions

Term	Definition
40 CFR 122.6	"States authorized to administer the NPDES program may continue either EPA or State-issued permits until the effective date of the new permits, if State law allows."
ADA	Americans with Disabilities Act
AGENCY	Monterey One Water, a JPA organized under California law
AGREEMENT	Memorandum of Agreement, as signed in 2025 between individual MS4 permit holders
Brown Act	Also, Ralph M. Brown Act. Government Code Section 54950 et seq., regulating the procedures of MC meetings to ensure public access and transparency
CASQA	California Stormwater Quality Association
Clean Water Act section 402(p)(6)	"Not later than October 1, 1993, the Administrator, in consultation with State and local officials, shall issue regulations (based on the results of the studies conducted under paragraph (5)) which designate stormwater discharges, other than those discharges described in paragraph (2), to be regulated to protect water quality and shall establish a comprehensive program to regulate such designated sources. The program shall, at a minimum, (A) establish priorities, (B) establish requirements for State stormwater management programs, and (C) establish expeditious deadlines. The program may include performance standards, guidelines, guidance, and management practices and treatment requirements, as appropriate."
Community-Specific Programs	Each permit-holding jurisdiction must implement stormwater management requirements specified in their respective MS4 permits. These programs are separate from regional coordination efforts and unique to each PERMITTEE.
COORDINATING ENTITIES	Non-traditional agencies that are not subject to similar permit requirements and include land parcels adjoining PERMITTEE areas that may impact shared watersheds
Counterpart	A copy of the signed MOA, whether that be shared electronically or in hard copy
CWA	Federal Clean Water Act
Duly Authorized Representative	An individual with the authority to enter into agreements on behalf of each jurisdiction
DWQ	State Water Resources Control Board Division of Water Quality
EPA	Federal Environmental Protection Agency
General Permit	Water Quality Order No. 2003-005- DWQ, NPDES General Permit CAS000004 WDRs for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems, adopted April 30, 2003

Government Code Section 54950 et seq.	The Ralph M. Brown Act (Brown Act), pertaining to guidelines for public meetings to ensure public access and transparency
Government Code Section 810.8	"'Injury' means death, injury to a person, damage to or loss of property, or any other injury that a person may suffer to their person, reputation, character, feelings or estate, of such nature that it would be actionable if inflicted by a private person."
Government Code Section 895.4	"As part of any agreement, the public entities may provide for contribution or indemnification by any or all of the public entities that are parties to the agreement upon any liability arising out of the performance of the agreement."
Government Code Section 895.6	"Unless the public entities that are parties to an agreement otherwise provide in the agreement, if a public entity is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of the agreement and pays in excess of its pro rata share in satisfaction of such judgment, such public entity is entitled to contribution from each of the other public entities that are parties to the agreement. The pro rata share of each public entity is determined by dividing the total amount of the judgment by the number of public entities that are parties to the agreement. The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the pro rata share of the public entity so paying. No public entity may be compelled to make contribution beyond its own pro rata share of the entire judgment."
JPA	Joint Powers Authority
Management Committee	The official management and oversight body of MRSWMP
MOA	Memorandum of Agreement
MONTEREY ONE WATER	A JPA organized under the laws of the State of California
MRSWMP	Monterey Regional Storm Water Management Program
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
Order	California Water Quality Order No. 2013-0001-DWQ NPDES General Permit No. CAS000004, adopted February 5, 2013
Outside Contractors	Any consultant(s) or contractor(s) to be paid from Program funds, who are selected by the Program Administrator to perform duties related to permit compliance activities
PARTY , or collectively as PARTIES	The AGENCY and PERMITTEES signing onto the 2025 MOA
PERMITTEE , or collectively as PERMITTEES	City of Carmel-by-the-Sea, a municipal corporation of California; City of Del Rey Oaks, a municipal corporation of California; City of Monterey, a municipal corporation of California; City of Pacific Grove, a municipal corporation of California; City of Sand City, a municipal corporation of California; City of Seaside, a municipal corporation of California; and County of Monterey, a political subdivision of California.

Program	Monterey Regional Storm Water Management Program
Program Administrator	Monterey One Water, a JPA organized under California law
Program Attorney	An attorney or firm selected by the MC 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
RWQCB	California Regional Quality Control Board - Central Coastal Basin
SWRCB	California State Water Resources Control Board
WDQ	Waste Discharge Requirements

DRAFT

Monterey Regional Stormwater Management Program (MRSWMP) Committee Informational Memo

TO: MRSWMP Management Committee (MC) Members
FROM: Erica Parker, MRSWMP Program Administrator Support Staff
DATE: July 1, 2025
SUBJECT: Summary of MRSWMP Draft Memorandum of Agreement Updates

BACKGROUND

The initial Memorandum of Agreement (MOA) signed by stormwater permit-holding jurisdictions was created in 2013. Population numbers were updated in 2020 following the publication of new census data. Other than permittee population numbers, the MOA has remained substantially the same since MRSWMP's inception.

DISCUSSION

Program Administrator Support Staff have worked to update the MOA, under the direction of Members, to reflect current Program membership, structure, and forthcoming stormwater permit reissuance.

Priority content that has been updated in this draft includes: updated program membership, language to specify MOA applicability upon the issuance of a new stormwater discharge permit, a member and staff Code of Conduct, and clarification on the roles of the Program Administrator and Program Administrator Support Staff.

PROCESS

An MOA Ad Hoc Committee was formed in January 2025, consisting of Chair Kevin Anderson, Member Michael Trapani, and Program Administrator staff Erica Parker and Yohana Vargas. This draft has been presented to and reviewed by the MOA Ad Hoc Committee over the last five months. Monterey One Water legal counsel reviewed the final draft in its current form as well.

During the regular June 25, 2025, MRSWMP MC meeting, the June MOA Final Draft was approved unanimously. Each member now shall present the final MOA draft to their respective approval authorities (i.e. City Council, Board of Supervisors).

Should any jurisdiction wish to make substantive edits, these must be provided to the MC within three months of MC approval of the final draft. Minor edits do not require approval by the MC, but if Support Staff determines that the changes proposed constitute sizeable modifications, the entire MC shall weigh in on whether to accept these edits. If no changes are requested or made, MC Members shall provide signed counterparts of the MOA to Support Staff, electronically or by hard copy.

Once all Member Entities have provided signatures of approval to the Program Administrator, the MOA shall be presented to the Monterey One Water Board of Directors for final approval. No additional action is required to adopt the agreement, and, at that point, it shall be deemed complete and executed.

Summary of Updates by Section:

1. MOA Content:
 - a. Updated permittee list, agency name
 - b. Language added re: new permit issuance
 - c. Agency Procurement Policy included
 - d. Program Administrator invoicing specified as biannual and for expenses incurred only
 - e. Severability clause added
2. Exhibit A: Bylaws
 - a. Management Committee (MC) representation process specified
 - b. Clarification on virtual participation in meetings by MC Members
 - c. Definition of Coordinating Entities added
 - d. Code of Conduct included, specified application to all individuals acting on behalf of MRSWMP in any setting
 - e. MC Representative Nomination Letter created
 - f. Chair & Vice Chair Roles & Responsibilities added
3. Exhibit B: Budget
 - a. Allowable indirect cost percentage tied to San Francisco Consumer Price Index
 - b. Details on formulas to calculate cost-share for each budget schedule
 - c. Budget Amendment Form created
4. Exhibit C: Agency Procurement Policy included
5. Exhibit D: Program Administrator Duties
 - a. Program Manager wording changed to Program Administrator and Support Staff
 - b. Program Administrator Evaluation Template added
6. Exhibit E: Definitions page added