

**City of Pacific Grove  
2013-2014 ANNUAL REPORT (Electronic Submittal)**

**General Permit for the Discharge of Storm Water from Small Municipal  
Separate Storm Sewer Systems (General Permit)**

**WDID: 3 27M2000103**

City of Pacific Grove  
300 Forest Avenue  
Pacific Grove, CA 93950

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2013-2014

# Phase II Small MS4 Annual - Report

REPORTING PERIOD:07/01/2013 - 06/30/2014

**WDID No:** 3 27M2000103

## Permittee Information

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**Phase II Small MS4 Annual - Report - 2013-2014**  
**Questions & Answers**

Q No.	Text	DropDown Answer	CheckBoxAnswer	DescriptiveAnswer	Date Answer	Number Answer
	GENERAL					
1	Per Section E.1., did you continue to implement your previously approved storm water management plan? If 'No', please provide a brief explanation in the comments section. (Years 1 - 5) (Please note: This question is for renewal permittees only. If you are a new permittee, please select 'NA')	Yes		A Guidance Document was developed which identifies each 2003 MRSWMP permit requirements, or BMPs, and whether the BMP is equally protective or more protective of water quality than the corresponding 2013 Permit element. Those elements from the 2003 permit that were more protective continued to be implemented. An Appendix was also developed that supplements information in the Guidance Document.		
2	If you relied on another entity (co-permittee or SIE) to implement one or more of the permit requirements did the co-permittee or SIE meet the permit requirements that were implemented on your behalf? (Years 1 - 5) If 'Yes', please attach a copy of the agreement that you may have with the other entity. If 'No', please provide a brief explanation.	Yes		<p>The City of Pacific Grove is a participating member of the Monterey Regional Stormwater Management Program (MRSWMP). The collaborative agreement is implemented under a Memorandum of Agreement (MOA), as opposed to an SIE or co-permittee structure. On behalf of its participating members, the MRSWMP implements a regional public education and public outreach program, coordinates a regional volunteer stormwater monitoring effort, and collaborates on implementation of a regional framework to achieve permit compliance. The MOA is attached.</p> <p>The City also participates in the Central Coast Areas of Special Biological Significance (ASBS) Regional Monitoring Program (RMP), a collaboration of various ASBS dischargers from Big Sur, in Monterey County, to Pt. Reyes, in Marin County. The RMP achieves water quality research needs related to the ASBS Special Protections in collaboration with and feedback from SWRCB, Regional Board, and Southern California Coastal Water Research Project (SCCWRP) staff.</p>		
	PROGRAM MANAGEMENT					
3	Reviewed and/or revised any relevant ordinances or other regulatory mechanisms, or adopted any new ordinances or regulatory mechanisms to obtain adequate legal authority as specified by Section E.6.a.(ii)(a-j)? (pgs. 20-22, Year 2) If 'No', please provide a brief explanation in the comments section.	N/A				
4	Certified legal authority, as specified by section E.6.b.? (page 22, Year 2) If 'Yes', attach required statement signed by an authorized signatory certifying adequate legal authority to comply with all Order requirements. (E.6.b.(ii)(a-e), page 22). (Year 2) If "No", please provide a brief explanation.	N/A				

5	3 of 155 Developed and began implementation of Enforcement Response Plan as specified by Section E.6.c.(ii)(a-f)? (pgs. 22-24, Year 3) If 'No', please provide a brief explanation.	N/A				
	EDUCATION AND OUTREACH					
6	Selected one or more of the Public Education and Outreach options? (E.7.a, page 25.) (Year 1) If yes, which option was selected to comply with section E.7.? Provide answer in comments section. (Year 1) For countywide/regional collaborative option selection, upload required attachment: agreement confirming collaboration with other MS4s. (Year 1)	Yes		The City of Pacific Grove is a participating member of the Monterey Regional Stormwater Management Program (MRSWMP). On behalf of its participating Members, the MRSWMP implements a regional public education and public outreach program (PE/PO program). The Memorandum of Agreement (MOA) that the Group operates under is attached as well as the current PE/PO program contract.		
7	Developed and began implementation of storm water public education and outreach program as specified by section E.7.a.(ii)(a - m)? (pgs. 25-27, Year 2) If 'No', please provide a brief explanation.	N/A				
8	Developed and implemented a public education strategy that established education tasks based on water quality problems, target audiences and anticipated task effectiveness? (E.7.a.(ii)a, page26) (Year 2) If 'No', please provide a brief explanation.					
9	Developed and implemented a training program for all staff who, as part of their normal job responsibilities, may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system, as specified by section E.7.b.1.(ii)(a-g), page 27) (Year 3) If 'NA', please provide a brief explanation.					
10	Provided construction outreach and education training for staff implementing construction site storm water runoff control program, as specified by section E.7.b.2.a(ii)(a-c), page 28 (Year 2) If 'NA', please provide a brief explanation.					
11	Developed and distributed educational materials to construction site operators, as specified by section E.7.b.2(b)(ii)(a-d), pgs. 28 - 29) (Year 3) If 'NA', please provide a brief explanation.					
12	Updated existing storm water website, as necessary, to include information on appropriate selection, installation, implementation and maintenance of BMPs? (E.7.b.2.(b)(ii)(d), page 29) (Year 3) If 'No', please provide a brief explanation.	No		Staff plans to update the website in Permit Year 3.		
13	Trained employees on how to incorporate pollution prevention/good housekeeping techniques into Permittee operations, as specified by section E.7.b.3.(ii)(a-d), page 30 (Year 2) If 'NA', please provide a brief explanation.					
	PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM					

14	4 of 155 Involved the public in the development and implementation of activities related to the program, as specified by section E.8.(ii)(a-e)? (Year 2) If 'No', please provide a brief explanation.					
	ILLICIT DISCHARGE DETECTION AND ELIMINATION					
15	Created and maintained outfall map? (E.9.a., page 31) (Year 2) If 'No', please provide a brief explanation.					
16	Included in the outfall map, location of all outfalls that are operated by the Permittee within the urbanized area, drainage areas, and land use(s) contributing to those outfalls that are operated by the Permittee, and that discharge within the Permittee's jurisdiction to a receiving water? (E.9.a(ii)(a), page 31) (Year 2) If 'No', please provide a brief explanation.	N/A				
17	Included in the outfall map, the location (and name, where known to the Permittee) of all water bodies receiving direct discharges from those outfall pipes? (E.9.a(ii)(b), page 31) (Year 2) If 'No', please provide a brief explanation.	N/A				
18	Included in the outfall map, priority areas, as specified in E.9.a.(ii)(c)(1-8), pages 31 -32. (Year 2) If 'No', please provide a brief explanation.	N/A				
19	Included in the outfall map, field sampling stations? (E.9.a(ii)(d), page 32) (Year 2) If 'No', please provide a brief explanation.	N/A				
20	Included in the outfall map, the permit boundary? (E.9.a(ii)(e), page 32) (Year 2) If 'No', please provide a brief explanation.	N/A				
21	Maintained inventory of all industrial/commercial facilities/sources within the Permittee's jurisdiction (regardless of ownership) that could discharge storm water pollutants to the MS4? (E.9.b., page 32) (Year 2) If 'No', please provide a brief explanation.	N/A				
22	Included in the inventory, the facility name, address, nature of business/activity, physical location of storm drain receiving discharge, name of receiving water and if the facility/source is tributary to a Clean Water Act Section 303(d) listed water body segment or water body segment subject to a TMDL? (E.9.b(ii)(a), page 32) (Year 2) If 'No', please provide a brief explanation.	N/A				

23	5 of 165 Included in the inventory: vehicle salvage yards, metal and other recycled materials collection facilities, waste transfer facilities, vehicle mechanical repair, maintenance or cleaning; building trade central facilities or yards; corporation yards; landscape nurseries and greenhouses; building material retailers and storage; plastic manufacturers; other facilities designated by the Permittee or Regional Water Board to have reasonable potential to contribute to pollution of storm water runoff? (E.9.b(ii)(b), page 33) (Year 2) If 'No', please provide a brief explanation.	Yes				
24	Determined if facilities that are required to be covered under the Statewide Industrial General Permit (IGP) have done so and notified Regional Water Board of any non-filers? (E.9.b(ii)(c), page 33) (Year 2) Attached copies of the notification of non-filers to the Regional Water Board (E.9.b(ii)(c)page 33) (Year 2) If 'No', please provide a brief explanation.	N/A				
25	Updated the inventory annually? (E.9.b(ii)(d), page 33) (Year 2) If 'No', please provide a brief explanation.	N/A				
26	Developed and implemented procedures to proactively identify illicit discharges originating from priority areas identified in Section E.9.a.(ii)(c), at least once over the length of the permit term. OR, established a self-certification program where Permittees require reports from authorized parties demonstrating the prevention and elimination of illicit discharges at their facilities in priority areas at least once over the length of the permit term? (E.9.b(ii)(e), page 33) (Year 2) If 'No', please provide a brief explanation.	N/A				
27	Conducted field sampling of any outfalls that were flowing or ponding when it had been more than 72 hours after the last rain event (i.e., were suspected of illicit discharges) during outfall mapping inventory (under section E.9.a., page 31)? (E.9.c., page 34) (Year 2) If 'No', please provide a brief explanation.	Yes				
28	Conducted monitoring for the parameters listed in Table 1 (page 34), or for parameters selected by Permittee based on local knowledge of pollutants of concern? (E.9.c(ii)(a), page 34) (Year 2) If tailored parameter action levels, attach justification and modifications to parameters If 'No', please provide a brief explanation.	N/A				
29	Verified that indicator parameter action levels in Table 2 (page 35), or tailored parameter action levels were not exceeded? (E.9.c.(ii)(b), page 35) (Year 2) If tailored parameter action levels, attach justification and modifications to parameter action levels. If 'No', please provide a brief explanation.	N/A				

30	6 of 155 Conducted follow-up investigations per Section E.9.d. if the action level concentrations were exceeded? (E.9.c(ii)(c), page 35) (Year 2) If 'No', please provide a brief explanation.	N/A			
31	Developed written procedures for conducting investigations into the source of all suspected illicit discharges? (E.9.d.ii(a-e), page 36) (Year 2) If 'No', please provide a brief explanation.	N/A			
32	Investigated within 24 hours, non-storm water discharges suspected of being sanitary sewage and/or significantly contaminated? (E.9.d.(ii)(a), page 36) (Year 2) If 'No', please provide a brief explanation.	N/A			
33	Prioritized investigations of suspected sanitary sewage and/or significantly contaminated discharges over investigations of non-storm water discharges suspected of being cooling water, wash water, or natural flows? (E.9.d.(ii)(b), page 36) (Year 2) If 'No', please provide a brief explanation.	Yes			
34	Reported immediately the occurrence of any flows believed to be an immediate threat to human health or the environment to local Health Department? (E.9.d.(ii)(c), page 36? (Year 2) If 'No', please provide a brief explanation.	N/A			
35	Determined and documented through investigations the source of all non-storm water discharges? (E.9.d.(ii)(d), page 36) (Year 2) If 'No', please provide a brief explanation.	N/A			
36	Implemented corrective actions to eliminate illicit discharges as specified in section E.9.d.(ii)(e), page 36. (Year 2) If 'No', please provide a brief explanation.	N/A			
37	Developed and implemented a spill response plan? (E.9.e., page 36) (Year 1) If 'No', please provide a brief explanation.	Yes		The City has been following its guidance policy pertaining to illegal discharges and illicit connections developed in 2007. This document is currently being revised. The City has a separate spill response plan in place which staff follows for any sanitary sewer overflow spill.	
	CONSTRUCTION SITE STORM WATER RUNOFF CONTROL PROGRAM				
38	Developed an enforceable construction site storm water runoff control ordinance for all projects that disturb less than one acre of soil? (E.10., page 37) (Year 2) If 'No', please provide a brief explanation.	N/A			
39	Created, maintained, and continuously updated an inventory of all projects subject to local construction site storm water runoff control ordinance according to the minimum requirements listed in section E.10.a(ii)(a-h) ? (E.10.a., page 37) (Year 1) If 'No', please provide a brief explanation.	Yes		The City of Pacific Grove works with the City of Monterey and construction projects are actively tracked according to minimum requirements.	

40	7 of 155	Developed procedures that include the minimum requirements listed in section E.10.b(ii)(a-e) to review and approve construction plan documents? (i.e., erosion and sediment control plans). (E.10.b., page 38) (Year 1) If 'No', please provide a brief explanation.	Yes		The MRSWMP E.10 Sub-Committee developed procedures to meet minimum requirements listed under E.10.b(ii)(a-e), in conjunction with local Building Officials.		
41		Used legal authority to implement procedures for inspecting public and private construction projects and conducted enforcement as necessary? (E.10.c, page 39). (Year 2) If 'No', please provide a brief explanation.	N/A				
42		Conducted inspections, at a minimum, at priority construction sites prior to land disturbance, during active construction and following active construction? (E.10.c.(ii), page 39) (Year 2) If 'No', please provide a brief explanation.	N/A				
43		Included in inspection, an assessment of compliance with the Permittee's construction site storm water control ordinance and other applicable ordinances? (E.10.c., page 39) (Year 2) If 'No', please provide a brief explanation.	N/A				
44		Active site inspections included inspections of BMP maintenance, BMP effectiveness and verification of no pollutant of concern discharge? (E.10.c.(ii), page 39) (Year 2) If 'No', please provide a brief explanation.	N/A				
45		Based inspection prioritization criteria on project threat to water quality (includes soil erosion potential, site slope, project size and type, sensitivity of receiving water bodies, proximity to receiving water bodies, non-storm water discharges, projects more than one acre that are not subject to the CGP and past record of non-compliance)? (E.10.c.(ii), page 39) (Year 2) If 'No', please provide a brief explanation.	N/A				
		<b>POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR PERMITTEE OPERATIONS PROGRAM</b>					
46		Developed and maintained an inventory of Permittee-owned or operated facilities within your jurisdiction that are a threat to water quality, as specified in E.11.a(ii), page 40. (Year 2) If 'No', please provide a brief explanation.	N/A				
47		Developed and submitted a map that identifies the location of inventoried Permittee-owned/operated facilities, storm drainage system corresponding to the each of the facilities and the receiving water, facility name and management including contact information? (E.11.b., page 41) (Year 2) If 'No', please provide a brief explanation.	N/A				
48		Developed and implemented SWPPPs for hotspots as specified in section E.11.d.(ii)(a-c), page 42-43)? (Year 4) If 'No', please provide a brief explanation.	N/A				

49	8 of 155	Conducted quarterly visual inspection of hotspots and hotspot discharge locations? (E.11.e.(ii)(a and c), page 43) (Year 5) If 'No', please provide a brief explanation.	N/A			
50		Conducted annual comprehensive hotspot inspection? (E.11.e(ii)(b), page 43) (Year 5) If 'No', please provide a brief explanation.	N/A			
51		Inspected each inventoried facility that is not a hotspot once during permit term? (E.11.e(ii)(d), page 44) (Year 5) If 'No', please provide a brief explanation.	N/A			
52		Implemented procedures to assess and prioritize maintenance of storm drain system infrastructure and assigned a high priority to each catch basin meeting any of the criteria listed in section E.11.f(ii)(1-5), page 44? (Year 2) If 'No', please provide a brief explanation.	N/A			
53		Began maintenance of storm drain systems according to the procedures and priorities developed according to section E.11.g.(ii)(a-e), page 45? (Year 3) If 'No', please provide a brief explanation.	N/A			
54		Developed and implemented a strategy to inspect storm drain systems, based on the priorities assigned in section E.11.f.(ii), page 44. (E.11.g.(ii)(a), page 45). (Year 3) If 'No', please provide a brief explanation.				
55		Developed and implemented a schedule to clean high priority catch basins and other systems? (E.11.g.(ii)(b), page 45) (Year 3) If 'No', please provide a brief explanation.				
56		Ensured that each catch basin in high foot traffic areas includes a legible storm water awareness message? (E.11.g.(ii)(c), page 45) (Year 3) If 'No', please provide a brief explanation.				
57		Reviewed and maintained high priority facilities and removed trash and debris from high priority areas prior to the rainy season? (E.11.g.(ii)(d), page 45). (Year 3) If 'No', please provide a brief explanation.				
58		Developed and maintained a procedure to dewater and dispose of materials extracted from catch basins that ensures that water removed during the catch basin cleaning process and waste material will not reenter the MS4? (E.11.g.(ii)(e), page 45). (Year 3) If 'No', please provide a brief explanation.				
59		Developed program to assess O&M activities for potential to discharge pollutants and inspected all O&M BMPs quarterly as specified in section E.11.h.(ii)(a-d), page 45-46? (Year 3) If 'No', please provide a brief explanation.				

60	9 of 155	Developed and implemented a program that includes activities listed in section E.11.h.ii(a)(1-8), page 46, to assess O & M activities and subsequently developed applicable BMPs? (E.11.h(ii)(a), page 46) (Year 3) If 'No', please provide a brief explanation.				
61		Identified all materials that could be discharged from each of these O&M activities, and which materials contain pollutants? (E.11.h(ii)(b), page 46) (Year 3) If 'No', please provide a brief explanation.				
62		Developed and identified a set of BMPs that, when applied during Permittee O&M activities, will reduce pollutants in storm water and non-storm water discharges? (E.11.h(ii)(c), page 46) (Year 3) If 'No', please provide a brief explanation.				
63		Evaluated all BMPs implemented during O&M activities quarterly? (E.11.h(ii)(d), page 46) (Year 3) If 'No', please provide a brief explanation.				
64		Developed and implemented a process for incorporating water quality and habitat enhancement into new and rehabilitated flood management projects? (E.11.i, page 46-47) (Year 3) If 'No', please provide a brief explanation.				
65		Implemented a landscape design and maintenance program to reduce the amount of water, pesticides, herbicides and fertilizers used by Permittee? (E.11.j., page 47) (Year 2) If 'No', please provide a brief explanation.				
66		Evaluated pesticides, herbicides and fertilizers used and application activities performed and identified pollution prevention and source control opportunities? (E.11.j(ii)(a), page 47) (Year 2) If 'No', please provide a brief explanation.				
67		Implemented practices that reduced the discharge of pesticides, herbicides and fertilizers as specified in section E.11.j(ii)(b)(1-4), page 47-48)? (Year 2) If 'No', please provide a brief explanation.				
68		Implemented educational activities for municipal applicators and distributors? (E.11.j(ii)(b)(1), page 47) (Year 2) If 'No', please provide a brief explanation.				
69		Implemented landscape management measures that rely on non-chemical solutions, including the measures specified in section E.11.j.(ii)(b)(2)(a-i), page 47? (Year 2) If 'No', please provide a brief explanation.				
70		Collected and properly disposed of unused pesticides, herbicides and fertilizers? (E.11.j(ii)(b)(3), page 48)(Year2) If 'No', please provide a brief explanation.				

71	10 of 155 Minimized irrigation runoff by using an evapotranspiration-based irrigation schedule and rain sensors? (E.11.j(ii)(b)(4), page 48), (Year 2) If 'No', please provide a brief explanation.					
72	Recorded the types and amounts of pesticides, herbicides and fertilizers used in the permit area? (E.11.j(ii)(c), page 48) (Year 2) If 'No', please provide a brief explanation.					
	POST CONSTRUCTION STORMWATER MANAGEMENT PROGRAM					
73	Regulated development to comply with sections E.12.b. through E.12.l of permit? (E.12.a., page 48) (Year 2) If 'No', please provide a brief explanation.					
74	Required implementation of site design measures for all projects that create and/or replace 2,500- 5,000 square feet of impervious surface (including single family homes, that are not part of a larger plan of development)? (E.12.b., page 48-49) (Year 2) If 'No', please provide a brief explanation.					
75	Implemented standards, including measures for site design, source control, runoff reduction, storm water treatment and baseline hydromodification management, on projects that create and/or replace more than 5,000 square feet of impervious surface (Regulated Projects)? (E.12.c., pages 49 -51) (Year 2) If 'No', please provide a brief explanation.					
76	Regulated Projects implemented source control measures? (E.12.d., page 51- 52) (Year 2) If 'No', please provide a brief explanation.	Yes				
77	Regulated Projects implemented LID standards designed to reduce runoff, treat storm water, and provide baseline hydromodification management to the extent feasible, to meet the Numeric Sizing Criteria for Storm Water Retention and Treatment under section E.12.e(ii)c., page 53. (E.12.e., page 52-56)? (Year 2) If 'No', please provide a brief explanation.					
78	Developed and implemented hydromodification management procedures for Regulated Projects that created and/or replaced one acre or more of impervious surface as specified by section E.12.f? (pgs. 56 - 57, Year 3) If 'No', please provide a brief explanation.					
79	Developed and/or modified enforceable mechanisms to implement E.12.b and E.12.f. (E.12.g., page 58) (Year 3) If 'No', please provide a brief explanation.					
80	Implemented an O&M verification program for storm water treatment and baseline hydromodification structural controls measures on all Regulated Projects, as specified by section E.12.h.(ii)(a-e), page 58-60? (Year 2) If 'No', please provide a brief explanation.					

81	11 of 155 Inventoried and assessed the maintenance condition of structural post-construction BMPs within your jurisdiction? (E.12.i., page 60) (Year 3) If 'No', please provide a brief explanation.				
82	Developed and maintained a plan to inventory, map and determine the relative maintenance condition of structural post-construction BMPs as specified by section E.12.i(ii)(a-d), page 60-61? (Year 3) If 'No', please provide a brief explanation.				
83	Conducted an analysis of the landscape code to correct gaps and impediments impacting effective implementation of post-construction standards? (E.12.j(ii)(a), page 61) (Year 1) If 'No', please provide a brief explanation.	Yes		The "gap analysis" was completed in 2011 as required under the Central Coast Joint Effort. In 2009, Central Coast MS4 Permittees agreed to participate in the Joint Effort, a program that required new projects and redevelopment projects meeting specific thresholds to implement Low Impact Development (LID) design measures and practices into their project. The Joint Effort required participants to meet a number of milestones throughout a two-year period that ultimately resulted in the Post-Construction Requirements for Development Projects in the Central Coast Region - a watershed-process approach to post-construction stormwater management allowed under E.12.k	
84	Completed any changes to the landscape code to effectively administer post-construction requirements? (E.12.j(ii)(b), page 61) (Year 2) If 'No', please provide a brief explanation.	N/A			
85	Implemented post-construction storm water management requirements based on a watershed-process approach as specified by section E.12.k, page 62? (Years 1 - 5)	Yes		The City of Pacific Grove implements the Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region (PCRs)  The City has a GIS layer that illustrates the Watershed Management Zones that affect each property. Dependent on the property's location, and the size and type of development, appropriate LID site design and runoff reduction measures, numeric runoff treatment and retention controls, and hydromodification controls are required.	
86	Proposed alternative post-construction requirements that achieved multiple-benefits as specified by section E.12.l., page 62? (Years 1 - 5)	No		No projects have been received that have proposed alternative compliance; all have met the Central Coast PCRs. Alternative compliance proposals will be reviewed as they are proposed.	
	WATER QUALITY MONITORING				

87	<p>12 of 155</p> <p>Indicate which water quality monitoring approach applies to your jurisdiction. Check all that apply.</p>		ASBS Monitoring	<p>The Central Coast Areas of Special Biological Significance (ASBS) Regional Monitoring Program (RMP) includes monitoring requirements specified in the Special Protections for ten (10) participants designated as Responsible Parties that include: The Counties of Marin, Monterey, San Mateo; the Cities of Carmel-by-the-Sea, Monterey, Pacific Grove; Caltrans, Hopkins Marine Station, Monterey Bay Aquarium and the Pebble Beach Company. The Scope of Work for the Central Coast ASBS RMP has been developed through discussions with staff from State and Regional Water Boards, as well as the responsible parties discharging storm water into ASBS.</p> <p>In early 2013, a RMP Memorandum of Agreement was executed between all parties to perform a coordinated monitoring effort to investigate concentrations of pollutants of concern, including biological and bioaccumulation monitoring. In total, the RMP has 40 sampling locations. Ten (10) urban storm water discharges are sampled along the Pacific Grove ASBS to assist in better understanding the relative health of this ASBS ecosystem and the effects of discharges entering it.</p> <p>As of September 2014, only one sampling season has been completed (Season 1, Winter 2013/2014). Season 1 data are undergoing quality assurance/quality control (QA/QC) review and statistical analyses.</p>		
88	<p>If you selected TMDL Monitoring or 303(d) Monitoring, did you consult with your Regional Water Board within Year 1 of the permit to determine monitoring study design and implementation schedule? If 'No', please provide a brief explanation.</p>	NA				
89	<p>Indicate if you are or will be conducting water quality monitoring individually or as part of a regional program. (Years 1 and 2) If regional program, list the name of the program in the text box below.</p>		Regional Program	<p>The City of Pacific Grove participates in the MRSWMP volunteer monitoring program and the Areas of Special Biological Significance (ASBS) Regional Monitoring Program (RMP). Based on discussions with the Regional Board regarding monitoring requirements, the City anticipates continuing to participate in a regional program.</p>		
90	<p>Provide a status update regarding the development (including consultation with Regional Boards, if applicable), submittal and/or approval of the monitoring study design and implementation schedule. (Year 1)</p>			<p>A meeting was conducted on May 7, 2014, by Regional Water Board staff with City of Pacific Grove and other local MS4 Permittees to discuss monitoring study design and implementation. This discussion is continuing through the fall. The City plans to meet the tasks and milestones as applicable and outlined per Regional Board staff direction per their July 25 email/letter.</p>		
91	<p>Upload the Monitoring Study Design and any available results for the monitoring option that applies to your jurisdiction. (Year 2)</p>					

92	13 of 155 Provide a summary of the implementation of the water quality monitoring program and related results. (Year 3 - 5) Upload the Monitoring Study Results.					
	PROGRAM EFFECTIVENESS ASSESSMENT					
93	Developed and implemented a Program Effectiveness Assessment and Improvement Plan (PEAIP) that includes the minimum requirements listed in section E.14.a(ii)(a-f), page 70-72)? (Year 2) If 'No', please provide a brief explanation. If 'Yes', upload required PEAIP as attachment.	N/A				
94	Provide a description of implementation of the Program Effectiveness and Implementation Plan, a summary of data obtained through effectiveness assessment measures and the short and long-term progress of the storm water program and an analysis of the data as described on page 72 of the permit. Upload as an attachment. (Years 3 - 5)					
95	Identified and summarized BMP and/or program modification identified in priority program areas that will be made in next permit term? (E.14.b.(ii)(a-d), page 72-73) (Year 5) If 'No', please provide a brief explanation. If 'yes', upload required PEAIP as attachment.	N/A				
	TOTAL MAXIMUM DAILY LOADS COMPLIANCE REQUIREMENTS					
96	Attached TMDL implementation status report that includes the information listed in section E.15.d(i-iv), page 74 of permit? If 'No', please provide a brief explanation.	NA				
	ADDITIONAL INFORMATION					
97	Optional: If you have any additional information, reports or attachments that you would like to provide to describe your storm water program please use the text box and/or the upload attachment button below. (Years 1 - 5)					

**Phase II Small MS4 Annual - Report - 2013-2014**  
**CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Name: Jessica Kahn</b>	<b>Title:</b>	<b>Date: 10/14/2014</b>
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**Phase II Small MS4 Annual - Report - 2013-2014  
ATTACHMENTS**

<b>Attachment Title</b>	<b>Description</b>	<b>Date Uploaded</b>	<b>Attachment Type</b>	<b>Attachment Hash</b>	<b>Doc Part No/Total Parts</b>
Monterey Regional Storm Water Management Program MOA	Memorandum of Agreement in MRSWMP Regional effort to collaborate on water quality protection and regulatory needs.	2014-10-03 10:39:56.0	Supporting Documentation	388e20174f9d7e54fb2b19e64b6e8e71579aa9457b306071b0edba6a76c384e5	1/1
Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program.	File of the Memorandum of Agreement.	2014-09-19 13:32:13.0	Supporting Documentation	e8b0fa62ccee665c7adb6eb57e58823197b51ed0af38115bc3487d77af3a45	1/1
City of Pacific Grove Guidance Document September 2014	Revised Guidance Document	2014-09-30 13:14:38.0	Guidance Document	51f2928e75df6e7f3ba49e852ba06e69e26ea8b8b7324ed5721e71b90f83e	1/1
City of Pacific Grove Guidance Document Appendix September 26, 2014	Revised Guidance Document Appendix	2014-09-29 11:27:28.0	Guidance Document	c9323bc8aff2375ee3a7d6395bf56b046970c5aee251241347c03beebfa	1/1
Applied Marine Sciences Scope of Work Professional Services Agreement	Agreement with Applied Marine Sciences to conduct ASBS monitoring.	2014-09-19 13:41:47.0	Supporting Documentation	f74e6b54d124458232eae7c1349443f5b31e4bdb232ded3a82cb9a64784d2	1/1
PE/PO Contract	PE/PO agreement between MRSWMP and Save the Whales	2014-10-03 10:46:48.0	Report Question Attachment	1cff2173971874fbd141eb11bcd0b0c57cfc248429be65dfb1dcc3b8c3fa	1/1
Monterey Regional Storm Water Management Program MOA	Memorandum of Agreement	2014-09-29 14:21:11.0	Report Question Attachment	427b41e382429c7f581c97cdf4d86e3ee729030bfcd3a1fe35b59d7af630ef	1/1

## MEMORANDUM OF AGREEMENT

### MONTEREY REGIONAL STORM WATER MANAGEMENT PROGRAM

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

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

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

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

#### **RECITALS:**

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

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

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

**Section 1. Monterey Regional Storm Water Management Program**

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

**Section 2. Management Committee**

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

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

### **Section 3. Program Budget**

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

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

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

#### Section 4. Program Administrator

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

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

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

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

#### Section 5. Additional Rights and Duties of the PARTIES

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

## Section 6. Term of AGREEMENT

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

## Section 7. General Provisions

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

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

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

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

Date: \_\_\_\_\_

By: [Signature]  
Chair, Board of Directors

By: [Signature]  
General Manager

APPROVED AS TO FORM:

By: [Signature]  
Legal Counsel

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: August 29, 2013

By: [Signature]  
Name, Mayor

By: [Signature]  
Name, City Manager

APPROVED AS TO FORM:

By: [Signature]  
Legal Counsel

ATTEST:

Date: August 26, 2013

By: [Signature]

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 SEASIDE, a public entity of the State of California

Date: 8/22/13

By: [Signature]  
Name, City Manager

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chair, Board of Directors

By: \_\_\_\_\_  
Legal Counsel

By: \_\_\_\_\_  
General Manager

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: 8/6/13

APPROVED AS TO FORM:

By: Bill Kamppe  
Name, Mayor

By: \_\_\_\_\_  
Legal Counsel

By: THOMAS FRUITCOTE  
Name, City Manager

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_ 8/8/13

SA

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

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

Date: 1/30/14

APPROVED AS TO FORM:

By: [Signature]  
Chair, Board of Directors

By: [Signature]  
Legal Counsel

By: [Signature]  
General Manager

ATTEST:

Date: 1/30/14

By: [Signature]

CITY OF \_\_\_\_\_, a public entity of the State of California

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name, Mayor

By: \_\_\_\_\_  
Legal Counsel

By: \_\_\_\_\_  
Name, City Manager

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

By: [Signature]  
Chair, Board of Directors

By: [Signature]  
General Manager

APPROVED AS TO FORM:

By: [Signature]  
Legal Counsel

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: [Signature]  
Name, Mayor

By: [Signature]  
Name, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Legal Counsel

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chair, Board of Directors

By: \_\_\_\_\_  
Legal Counsel

By: \_\_\_\_\_  
General Manager

ATTEST:

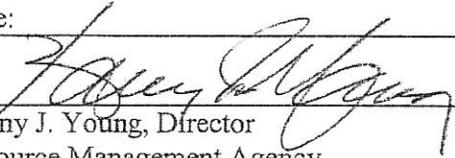
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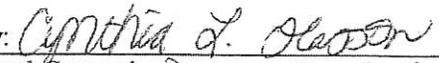
By: \_\_\_\_\_

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:   
Beriny J. Young, Director  
Resource Management Agency

By:   
Legal Counsel Deputy County Counsel

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: March 3, 2014

By: [Signature]  
Chair, Board of Directors

By: [Signature]  
General Manager

APPROVED AS TO FORM:  
By: [Signature]  
Legal Counsel

ATTEST:  
Date: [Signature]  
By: March 3, 2014

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

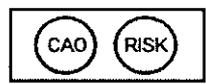
Date: August 20, 2013

By: [Signature]  
Name, Mayor

By: [Signature]  
Name, City Manager

APPROVED AS TO FORM:  
By: [Signature]  
Legal Counsel

ATTEST:  
Date: August 21, 2013  
By: [Signature]



**EXHIBIT "A"**  
**MOA BYLAWS**

## MOA Bylaws

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

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

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

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

**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.

## MEMORANDUM OF AGREEMENT

### CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM

This Memorandum of Agreement (AGREEMENT), dated, for reference purposes only, December 1, 2012, is made 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 "DISCHARGER" or collectively as "DISCHARGERS":

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 CARMEL-BY-THE-SEA, a municipal corporation of the State of California;  
 COUNTY OF MONTEREY, a political subdivision of the State of California;  
 COUNTY OF SAN MATEO, a political subdivision of the State of California;  
 COUNTY OF MARIN, a political subdivision of the State of California;  
 PEBBLE BEACH COMPANY, a California general partnership;  
 THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY,  
 THROUGH ITS HOPKINS MARINE STATION, a trust with corporate powers under the laws  
 of the State of California;  
 MONTEREY BAY AQUARIUM, a 501(c)(3) a nonprofit incorporated in the State of California  
 CALIFORNIA DEPARTMENT OF TRANSPORTATION (Caltrans), an executive department  
 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."

#### RECITALS:

- A. The California Ocean Plan ("Ocean Plan") prohibits the discharge of both point and nonpoint source waste into Areas of Special Biological Significance ("ASBS"), unless the State Water Resources Control Board ("SWRCB") grants an exception.
- B. The DISCHARGERS have been determined to have direct or indirect storm water discharges into the Carmel Bay ASBS, the Pacific Grove ASBS, the Año Nuevo ASBS, the James V. Fitzgerald ASBS, and the Duxbury Reef ASBS.
- C. The SWRCB has adopted "Special Protections for Selected Storm Water and Nonpoint Source Discharges into Areas of Special Biological Significance," dated March 20, 2012, and adopted Resolutions No. 2011-0050/0051, on October 18, 2011. These documents are hereinafter referred to simply as the "Special Protections," and the "Mitigated Negative

Declarations”(MNDs). These Special Protections and MNDs contain monitoring requirements with which each of the DISCHARGERS are required to comply commencing in the winter of 2012-2013.

- D. In and for the mutual interest of the DISCHARGERS, the DISCHARGERS wish to develop and implement a Regional Monitoring Program by entering into this AGREEMENT for the purpose of cooperating to efficiently and economically comply with the Special Protections and MNDs monitoring requirements.

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

**Section 1. Incorporation of Recitals**

- 1.1 The foregoing Recitals are incorporated into this AGREEMENT.

**Section 2. Central Coast Regional ASBS Dischargers Monitoring Program**

- 2.1 There is hereby established the Central Coast Regional ASBS Dischargers Monitoring Program (“Program”) that is intended to fulfill the DISCHARGERS’ respective discharge monitoring and obligations set forth in Section IV of the Special Protections and the MND’s.

**Section 3. Effective Date and Term**

- 3.1 The effective date of this AGREEMENT shall be the date it is duly executed by all of the DISCHARGERS.
- 3.2 This AGREEMENT shall terminate on June 30, 2015 unless extended, or terminated earlier, pursuant to Section 8.3 or 8.4, by the DISCHARGERS.

**Section 4. Management Committee**

- 4.1 A Management Committee consisting of one representative of each of the DISCHARGERS is hereby created to provide for overall coordination, review, and budget oversight with respect to the Program.
- 4.2 The Management Committee shall: provide technical oversight, direct and guide the Program, review and approve the Program Budget, select consultant(s) or outside contractor(s), and establish timelines and budgets for completion of Program tasks. The Management Committee shall consider Special Protections monitoring and MND monitoring compliance issues as its primary objective in approving Program tasks and corresponding budgets compliance with Section IV of the Special Protections and Monitoring requirements of the MNDs.
- 4.3 The Management Committee Bylaws (Exhibit A) shall govern the Management Committee and its meetings.
- 4.4 Meetings of the Management Committee shall be subject to the California Brown Act (Government Code section 54950 et seq.).

Section 7. Additional Rights and Duties of the DISCHARGERS

- 7.1 In addition to participation in the Management Committee, each of the DISCHARGERS agrees to perform the following duties:
  - 7.1.1 Participate in Management Committee meetings and activities, and other meetings required of the DISCHARGERS;
  - 7.1.2 Provide the requisite reports to the Administrator for purposes of complying with the joint reporting and compliance mandates applicable to the Special Protections and MNDs and the status Program implementation.
- 7.2 DISCHARGERS agree they are individually responsible for compliance matters not covered by this AGREEMENT.
- 7.3 This AGREEMENT does not restrict the DISCHARGERS from the ability to individually (or collectively) request modifications of or to otherwise challenge, administratively, through litigation, or otherwise, Special Protections or MNDs or other requirements to the extent that a requirement affects an individual DISCHARGER (or group of DISCHARGERS).

Section 8. Additional Parties, Early Termination of Dischargers, and Third Party Data Sharing

- 8.1 Subject to a majority vote of the DISCHARGERS, any agency, corporation or individual responsible for discharges to the State of California's Areas of Special Biological Significance within Regional Water Quality Control Boards (RWQCB) Regions 2 or 3 may become a member of the Program and a party to this AGREEMENT (a "New Party"). New Parties shall execute a copy of this AGREEMENT through their appropriate officials pursuant to the authority conferred by the governing body of the New Party. The Representative of the New Party shall file with the Administrator a duly executed copy of the AGREEMENT. Upon approval, each New Party shall pay an Annual Assessment as determined by the Management Committee. In addition to paying the Annual Assessment, each New Party shall also pay an appropriate buy-in fee as established by the Management Committee, intended to reimburse the Program Fund for the New Party's share of costs that the DISCHARGERS have expended up to the date of the New Party's membership.
- 8.2 Upon approval of the Management Committee Members, the DISCHARGERS may enter into agreements with third-party state or federal agencies for the purpose of sharing data. These agencies shall not become a party to this AGREEMENT, shall not have representation on the Management Committee, and shall not be part of the cost-sharing described in the Program Budget Guidelines and Cost Share (Exhibit C). Such agreements shall be for the sole objective of data sharing.
- 8.3 Any DISCHARGER may terminate its participation in this AGREEMENT by giving the Management Committee at least thirty (30) days written notice. If a DISCHARGER terminates its participation, the terminating DISCHARGER will bear the full responsibility for its compliance with the monitoring requirements of the Special Protections commencing on the date it terminates its participation. 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 DISCHARGER's contributed share of the

Program Budget for the fiscal year in which the termination occurs. The cost allocations for the remaining DISCHARGERS shall be recalculated for the following fiscal year by the DISCHARGERS without the withdrawing DISCHARGER'S participation.

- 8.4 This AGREEMENT shall terminate immediately and without further notice should sufficient DISCHARGERS terminate their participation pursuant to Section 8.3 such that only a single DISCHARGER has not terminated its participation (Remaining DISCHARGER). Unless the AGREEMENT terminates pursuant to this section at the close of a fiscal year, any funds remaining in the Program Budget shall be forfeited to the Remaining DISCHARGERS to be used solely and exclusively in furtherance of the Remaining DISCHARGER's monitoring requirements pursuant to the Special Protections.

### Section 9. General Provisions

- 9.1 Amendment. This AGREEMENT may be amended only by written agreement of all PARTIES. All PARTIES agree to bring any proposed amendment to this Agreement to their respective Executive Management, as applicable, within two (2) months following acceptance of the proposed amendment by the Management Committee.
- 9.2 Execution. This AGREEMENT may be executed by facsimile and delivered in any number of copies (counterparts) by the DISCHARGERS. When each DISCHARGER has signed and delivered at least one (1) counterpart to the 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.
- 9.3 Liability. No PARTY shall, by entering into this AGREEMENT, participating in the Management Committee, or serving as the Administrator, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of the Special Protections. This AGREEMENT is intended solely for the convenience and benefit of the PARTIES 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 Environmental Protection Agency, the SWRCB, the RWQCB, or any other person.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the DISCHARGERS pursuant to Government Code Section 895.6, the DISCHARGERS agree that all losses or liabilities incurred by a DISCHARGER shall not be shared pro rata, but instead, the DISCHARGERS agree that pursuant to Government Code Section 895.4, each of the DISCHARGERS shall fully defend, indemnify, and hold harmless each of the other DISCHARGERS from any claim, expense, or cost, damage, or liability imposed for injury, including, but not limited to, as defined by Government Code Section 810.8, occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying DISCHARGER, 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 DISCHARGER with its obligations under the Special Protections or MNDs. No DISCHARGER, 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 any other DISCHARGERS, their officers, Council members, 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 DISCHARGERS with its obligations under the Special Protections or MNDs.

Notwithstanding the above, if the Administrator is negligent or intentionally wrongful in the performance of its duties under this AGREEMENT, it will be liable to the DISCHARGERS for any consequences of such negligent or intentionally wrongful performance.

- 9.4 Venue. Venue for any actions brought under this Agreement shall be as prescribed by California or Federal law.
- 9.5 Notices: Unless otherwise specified herein, all notices or demands required under this Agreement shall be in writing and shall either be hand-delivered or mailed by first class registered or certified mail, postage prepaid, addressed to the PARTIES to the addresses and to the attention of the person named in Exhibit D.
- 9.6 Governing Law: The terms of this Agreement are governed by, and shall be construed in accordance with, the laws of the State of California.
- 9.7 Severability: If any provision of this Agreement is held to be invalid, for any reason, by a court of law, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- 9.8 Authorization: Each individual signing this Agreement warrants that he/she is authorized to do so on behalf of the entity on whose behalf he/she is signing and that they have the authority to bind that entity/individual to all the terms of this AGREEMENT, unless the individual's signature block indicates a different purpose for their signature.
- 9.9 Waiver: No waiver by the PARTIES of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision of this Agreement.
- 9.10 Entire Agreement: This Agreement, including Exhibits A, B, C, D, and E constitutes the complete and exclusive understanding between the PARTIES which supersedes all previous agreements, written or oral, regarding the subject matter of this Agreement. No changes, modifications or amendments to this Agreement (including Exhibit A, B, C, D and/or E) shall be valid unless they are in writing and duly executed by authorized representatives of all the PARTIES.

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

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

Date: April 23, 2013

*Keith Israel*  
Signature

Keith Israel, General Manager  
Printed Name and Title

CITY OF PACIFIC GROVE

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

CITY OF MONTEREY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

CITY OF CARMEL-BY-THE-SEA

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF MONTEREY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Date: 2/5/13

  
By: \_\_\_\_\_  
Scott McGowen, Asst. Division Chief  
Division of Environmental Analysis

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the California Department of Transportation

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

CITY OF CARMEL-BY-THE-SEA

Date: 1/23/13

  
\_\_\_\_\_  
Signature

Jason Stilwell, City Administrator  
Printed Name and Title

COUNTY OF SAN MATEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF MARIN

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

PEBBLE BEACH COMPANY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

HOPKINS MARINE STATION

Date: 17 December, 2012

  
\_\_\_\_\_  
Signature

Lawrence M. Gibbs, CIH  
Associate Vice Provost for EH&S  
Printed Name and Title

MONTEREY BAY AQUARIUM

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF SAN MATEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF MARIN

Date: 1/29/13

*Judy Arnold*  
\_\_\_\_\_  
Signature

JUDY ARNOLD, PRESIDENT  
Printed Name and Title

PEBBLE BEACH COMPANY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

HOPKINS MARINE STATION

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

MONTEREY BAY AQUARIUM

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF SAN MATEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF MARIN

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

PEBBLE BEACH COMPANY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

HOPKINS MARINE STATION

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

MONTEREY BAY AQUARIUM FOUNDATION

Date: 12-17-12

*Ed Prohaska*  
Signature

Ed Prohaska CFO  
Printed Name and Title

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

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

CITY OF PACIFIC GROVE

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

CITY OF MONTEREY

Date: \_\_\_\_\_

**APPROVED BY:**

*[Signature]*  
City Attorney's Office

*[Signature]*  
Signature

Fred Meurer, City Manager  
Printed Name and Title

CITY OF CARMEL-BY-THE-SEA

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF MONTEREY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

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

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

CITY OF PACIFIC GROVE

Date: 2-20-13

Thomas Frutcher  
Signature

Thomas Frutcher  
Printed Name and Title  
City Manager

*Sarah Handgove  
Environmental Programs  
Manager*

CITY OF MONTEREY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

CITY OF CARMEL-BY-THE-SEA

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF MONTEREY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Printed Name and Title

COUNTY OF SAN MATEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF MARIN

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

PEBBLE BEACH COMPANY

Date: 12/18/12

Mark Stilwell

Signature

Mark Stilwell, Executive VP

Printed Name and Title

HOPKINS MARINE STATION

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

MONTEREY BAY AQUARIUM

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

COUNTY OF SAN MATEO

Date: January 8, 2013

  
Signature

(Resolution #072327)

Adrienne J. Tissier, President, Board of Supervisors, San Mateo County  
Printed Name and Title

COUNTY OF MARIN

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

PEBBLE BEACH COMPANY

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

HOPKINS MARINE STATION

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

MONTEREY BAY AQUARIUM

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

## **EXHIBIT "A"**

### **CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM**

#### **MANAGEMENT COMMITTEE BYLAWS**

The Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program Management Committee shall be governed by the following Bylaws.

1. **Representation.** Each DISCHARGER shall designate a representative to attend meetings in person, by telephone or via a web-based meeting of the Management Committee, and may designate alternates as set forth in this AGREEMENT. If a DISCHARGER'S representative is unable to attend a meeting, the DISCHARGER'S alternates shall attend.
2. **Voting.** Each DISCHARGER shall have one vote and the Management Committee representative or their alternate shall vote on behalf of the DISCHARGER unless stated otherwise in this AGREEMENT. Voting on all matters shall be on a voice vote unless a roll call vote is requested by any member in attendance or is required pursuant to the Brown Act.

All actions taken by the Management Committee require the affirmative vote of a majority of the Management Committee members entitled to vote. However, the Program Budget, or any other matter having a financial impact on a DISCHARGER not contemplated in the Program Budget, shall be approved by a two-thirds majority vote of a quorum present at the Management Committee meeting where the action is taken.

3. **Quorum.** A majority of the Management Committee entitled to vote constitutes a quorum for the transaction of business.
4. **Officers.** The officers of the Management Committee shall consist of a Chair and Vice Chair. The Chair shall preside over all meetings of the Management Committee, and may call special meetings as necessary upon one week of notice to all DISCHARGERS. The Chair may vote on, and second any motion, but may not make a motion. The Vice Chair shall perform the duties of the Chair in the Chair's absence.

In the first Fiscal Year the Administrator shall preside over the initial meeting of the Management Committee, and the first order of business for the initial meeting of the Management Committee shall be the election of the Chair and Vice Chair. The Chair and Vice Chair shall take up their duties immediately upon election.

In subsequent Fiscal Years the positions of Chair and Vice Chair shall be filled by election annually at the Management Committee's meeting in January. If either position becomes vacant for any reason, an election shall be held to fill the position(s) at the next meeting of

the Management Committee. Should both positions be vacant at the same time, the Administrator shall serve as Chair until a Chair is elected by the Management Committee.

5. Meeting Schedule. Regular meetings will be held at a frequency commensurate with the workload of the Management Committee at pre-arranged dates.
6. Starting Time. Meetings will start promptly at the times designated in the meeting notices. Representatives shall endeavor to notify the Administrator whether they will be late or unable to attend.
7. Limitation of Discussion. Discussion on any particular matter by either Management Committee members or by any member of the general public may be limited at the discretion of the chair to such length of time as the chair may deem reasonable under the circumstances.
8. Administrator. The Administrator shall serve as Secretary. The Secretary shall, upon consultation with the Chair, prepare an agenda for each meeting, keep and publish minutes for each meeting (which shall be approved by the Management Committee at the subsequent meeting), prepare and post any notices as may be required by law, and have custody of all documents relating to the Management Committee.

The Administrator shall also serve as Treasurer. The Treasurer shall manage the Program Fund as set forth in the AGREEMENT.

9. New Members. New members may be added to the Management Committee as set forth in Section 8.1 of this AGREEMENT.
10. Bylaws. The information set forth in these Bylaws shall be deemed sufficient to serve as the Bylaws for the Management Committee, subject to approval by the DISCHARGERS.
11. Conduct of Meetings. The meetings are to be guided by the principles of Robert's Rules of Order. The Chair shall decide all questions of order.
12. Program Attorney. The Management Committee may select an attorney or law firm ("Program Attorney") to provide legal advice to the Management Committee on matters involving the Program. The Program Attorney may be the attorney of record for one of the DISCHARGERS, so long as such representation is disclosed and any conflicts of interest are resolved. The Program Attorney may provide such services under separate contract with any DISCHARGER or DISCHARGERS, but shall provide advance notification to all DISCHARGERS before providing such services to identify and resolve possible issues of conflict of interest. The Administrator may assist in coordination of activities with the Program Attorney, and shall provide such assistance as the Program Attorney may require, but shall not give direction to the Program Attorney without prior authorization from the Management Committee.
13. Amendment. These Bylaws may be amended only by a majority vote of all DISCHARGERS.

## **EXHIBIT "B"**

### **CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM**

#### **RESPONSIBILITIES OF ADMINISTRATOR**

The Administrator shall have the following responsibilities:

1. The Administrator shall administer the AGREEMENT, and maintain an appropriate book of accounts, which, among other things, shall specifically identify the costs incurred in implementing the AGREEMENT. These records shall be subject to inspection by any of the DISCHARGERS at all reasonable times.
2. Subject to the prior approval of the Management Committee, the Administrator may enter into such agreements as necessary with public agencies or outside contractors and consultants to carry out the Program objectives.
3. The Administrator shall serve as the Secretary and Treasurer to the Management Committee.
4. Arranging for and conducting meetings of the Management Committee, including preparation of agenda materials and meeting minutes.
5. The Administrator shall perform such other duties as may be required and agreed to by the Management Committee, including, but not limited to, contracting with and managing the work of outside consultants and contractors to perform related work if deemed necessary and appropriate by the Management Committee. The Administrator shall act in a reasonable amount of time to execute contracts with consultants and/or contractors, which have been requested and approved by the Management Committee. The Administrator shall provide a copy of any contract executed on behalf of the Program to any DISCHARGER or person designated by any DISCHARGER or the Management Committee upon request. The contract template shall require consultants to indemnify and name all DISCHARGERS as additional insured and shall meet minimum coverage amounts for insurance policies. The Management Committee shall approve by a majority vote the contract template to be used by the Administrator.

## **EXHIBIT "C"**

### **CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM**

### **PROGRAM BUDGET GUIDELINES AND COST SHARE**

#### **Program Budget Guidelines**

The Year 1 Program budget shall be based upon 1) the State Water Board's approved scope of work, a request for professional services, and the selected contractor's cost proposal, and 2) Program Administrator actual time and materials costs, but not to exceed \$50,000, based on the billing rate schedule included below. The Administrator costs in Year 1 shall include, but not be limited to, the following activities:

- Establishment of program fund and accounting
- Invoices to DISCHARGERS
- Solicitation for professional services to implement Scope of Work
- Procurement and management of professional services agreement
- Coordination with Management Committee

For subsequent Fiscal Years, the Administrator will prepare a Draft Program Budget no later than April 1 for the succeeding Fiscal Year. The Draft Program Budget shall include a breakdown of the costs allocated to each DISCHARGER, in accordance with the Cost Sharing table below. The Administrator will revise the Draft Program Budget, as appropriate, to address concerns and comments from the Management Committee and the Management Committee will then approve and adopt a final Program Budget by June 15 prior to the wet season in which monitoring will occur.

The Administrator and the DISCHARGERS recognize that the Program 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 Administrator will notify the Management Committee as soon as the Administrator becomes aware of this and before incurring costs in excess of the budgeted amounts. If the Management Committee determines it is appropriate to have the Administrator incur additional costs above the budgeted amounts, the Administrator will prepare and submit a budget revision request for approval by the Management Committee. Time shall be allotted for Management Committee representatives to request their respective governing Boards or Councils to approve a budget increase request prior to approving a Program Budget revision. Only after the Management Committee approves an increase in the Program Budget will the Administrator incur costs in excess of the budgeted amounts. If there are unspent funds left at the end of the fiscal year, the Administrator will return to each DISCHARGER the unspent portion of that DISCHARGER'S payment, or credit that amount to

the DISCHARGERS annual assessment for the subsequent fiscal year, at DISCHARGER's discretion.

The Administrator will establish a separate job-cost code in its accounting system, to track the hours spent and out-of-pocket expenses directly related to performing work as the Administrator, which will be charged to the Program Fund. The Administrator will include in the Management Committee's meeting agenda reports a summary of the work the Administrator has performed during the intervening time period, the total costs of that work, and the portion of the cost allocated to each DISCHARGER. The portion of the cost allocated to the DISCHARGER will be calculated in accordance with the cost-sharing approach outlined in the Cost-Sharing chart below.

The costs for the Program Administrator will consist of direct costs, as described below.

### **Cost-Sharing**

The Cost Sharing table below shows how the annual Program Budget will be shared amongst the DISCHARGERS based on the Scope of Work ("Exhibit E"). Each DISCHARGER's Percentage Participation in the Program Budget components shall be as set forth in the table below:

Agency	Outfalls 18" to 36"	Percentage of outfalls 18" - 36" (Budget A)	Outfalls = to or >36" w/ receiving water	Percentage of outfalls = to or >36" (Budget B)	Outfalls = to or >36" w/out receiving water	Percentage of outfalls = or >36" (Budget C)	Percentage Participation in Budget Component D
Pacific Grove	7	30.4%	1.83	22.9%	1	50%	11.6%
City of Monterey	0	0%	.5	6.3%	0	0%	11.6%
Carmel	9	39.1%	1	12.5%	0	0%	11.6%
PBC	3	13%	1	12.5%	1	50%	11.6%
MBA	0	0%	.33	4.2%	0	0%	7.1%
Hopkins	0	0%	.33	4.2%	0	0%	7.1%
Marin County	0	0%	1	12.5%	0	0%	11.6%
Monterey County	0	0%	1	12.5%	0	0%	11.6%
San Mateo County	4	17.4%	1	12.5%	0	0%	11.6%
Caltrans	0	0%	0	0%	0	0%	4.9%
Total	23	100%	8	100%	2	100%	100%

### **Program Budget Components**

The Program Budget shall be allocated into the following components:

- Component "A" shall consist of all costs associated with Program Core Monitoring for Runoff and Outfalls from 18" to <36" diameter.
- Component "B" shall consist of all costs associated with Program Core Monitoring for Outfalls from >36" diameter, with a receiving water site.
- Component "C" shall consist of all costs associated with Program Core Monitoring for Outfalls from >36" diameter, without a receiving water site.

- Component “D” shall consist of the Program Regional Monitoring, including large discharge receiving water, reference site receiving water, rocky intertidal and bioaccumulation monitoring, technical management and reporting, and Program Administrator costs (not to exceed \$50,000 in Year 1). Caltrans shall participate only in the bioaccumulation and rocky intertidal Program Regional Monitoring.

### **Annual Assessment**

Each DISCHARGER’s Annual Assessment shall be the sum of the amounts calculated by multiplying each component of the Program Budget by the DISCHARGER’s Percentage Participation in that component.

### **Administrator Costs**

Administrator costs will be compensated for actual direct costs on a time and materials basis. In Year 1, time and materials costs shall not exceed \$50,000 and shall be charged at the following rates (salary plus benefits):

Admin Assistant	\$55/hr
Executive Assistant	\$65/hr
Accountant	\$80/hr
Associate Engineer	\$110/hr
Director of Finance	\$135/hr
Director of Admin Services	\$150/hr
Assistant General Manager	\$165/hr
General Manager	\$190/hr

Direct Costs are defined as costs incurred for necessary services and/or materials in the course of managing the Program. Direct costs shall be charged at actual cost. All direct costs shall be tracked and accounted for each fiscal year and provided in an independent annual audit in accordance with Section 5.8. Direct costs are those which can be and are tracked through time cards, invoices, record keeping systems, and other records that specifically allocate a cost to the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program.

**EXHIBIT "D"**

**NOTICES**

Pursuant to Section 9.5, unless otherwise specified, all notices or demands required under this Agreement shall be in writing and shall either be hand-delivered or mailed by first class registered or certified mail, postage prepaid, addressed to the PARTIES to the addresses and to the attention of the person named below:

**CITY OF PACIFIC GROVE:**

Sarah Hardgrave  
Environmental Programs Manager  
Public Works Department  
2100 Sunset Drive  
Pacific Grove, CA 93950

**CITY OF MONTEREY:**

Tom Reeves  
City Engineer  
Plans and Public Works  
580 Pacific St.  
Monterey, CA 93940

**CITY OF CARMEL-BY-THE-SEA:**

Jason Stilwell  
City Administrator  
Carmel-by-the-Sea City Hall  
P.O. Box CC  
Carmel-by-the-Sea, CA 93921

**COUNTY OF MONTEREY:**

Tom Harty  
Stormwater Program Manager  
Department of Public Works  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

**COUNTY OF SAN MATEO:**

James C. Porter  
Director

Department of Public Works and Parks  
555 County Center, 5th Floor  
Redwood City, CA 94063-1665

COUNTY OF MARIN:

Terri Fashing  
Stormwater Program Administrator  
Marin County Department of Public Works  
3501 Civic Center Drive, Room 304  
San Rafael, CA 94903

PEBBLE BEACH COMPANY:

Thomas Quattlebaum  
Environmental Manager  
4005 Sunridge Road  
Pebble Beach, CA 93953

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY,  
THROUGH ITS HOPKINS MARINE STATION:

Chris Patton  
Hopkins Marine Station  
Stanford University  
Pacific Grove CA 93950-3094

MONTEREY BAY AQUARIUM:

Roger Phillips  
Director of Applied Research  
Monterey Bay Aquarium  
886 Cannery Row  
Monterey, CA 93940

CALIFORNIA DEPARTMENT OF TRANSPORTATION (Caltrans):

## **EXHIBIT “E”**

### **SCOPE OF WORK**

#### **Central California Areas of Special Biological Significance Storm Water Monitoring to Satisfy Special Protections November 26, 2012**

##### **I. Introduction**

The Central Coast ASBS Regional Monitoring Program will be implemented during the 2012–2013 and 2013-2014 storm seasons and includes all ASBS responsible parties<sup>1</sup> on the Central Coast, covering an area from Big Sur, in Monterey County, to Pt. Reyes, in Marin County. This Scope of Work for the Central Coast ASBS Regional Monitoring Program has been developed through discussions with staff from State and Regional Water Boards, as well as the responsible parties discharging storm water into Areas of Special Biological Significance (ASBS).

##### **II. Technical Program**

In all specifications for storm water and receiving water monitoring that follow, the minimum requirement for a storm shall satisfy the criteria specified in the Special Protections (i.e., >0.10 inches of rainfall resulting in runoff, >72 hours from the previous storm). Moreover, every attempt shall be made to satisfy the criteria for storm runoff monitoring conducted by the Monterey Bay National Marine Sanctuary (i.e., sheeting water on roadways, heavy flow through the storm drain system and conductivity levels less than 1000 micro Siemens ( $\mu$ S) and declining) and ensure sufficient time after the initiation of rainfall to allow for time of concentration to include flow runoff from all parts of the catchment or watershed.

This Scope of Work covers monitoring requirements specified in the Special Protections for 12 participants<sup>1</sup> designated as Responsible Parties, as follows:

- National Park Service, Point Reyes National Seashore
- Marin County
- San Mateo County
- Monterey Bay Aquarium
- Hopkins Marine Station
- City of Monterey
- City of Pacific Grove
- Carmel by the Sea
- Pebble Beach Company

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<sup>1</sup> It should be noted that three participants, Caltrans, National Park Service and California Department of Parks and Recreation, have not yet committed to full participation in the Central Coast regional program. These State and Federal Agencies may contract separately to implement their monitoring requirements, but with a commitment that they use the same monitoring design, laboratories for sample analysis and provide their data for analysis with the other participants.

- Monterey County
- California Department of Parks and Recreation
- Caltrans

While the City of Monterey is a Responsible Party, it does not operate any storm runoff outfalls of its own that drain into an ASBS. It does, however, contribute runoff to an ASBS outfall operated by the City of Pacific Grove. Storm water, sediment, receiving water and reference site monitoring will be performed under this Scope of Work for Monterey Bay Aquarium and Hopkins Marine Station in compliance with the individual Draft Mitigated Negative Declaration documents issued to each. These two participants have other monitoring requirements for seawater discharges that are being performed outside this Scope of Work.

### **A. Core Monitoring**

#### **1. Runoff Flow Measurements**

Total annual storm runoff from each participant shall be estimated (modeled) by using measured rainfall and the amount of impervious area (to be provided by each participant) in each catchment. Targeted ground-truth measurements will be made to calibrate the model. This runoff modeling will permit estimates of total annual and event-specific loads for each participant.

#### **2. Discharge Monitoring**

All outfalls  $\geq 18$  inches shall be sampled, as follows:

- a. 1 storm in each of 2 years, except for discharges at receiving water sites, which shall be sampled in the same 3 storms sampled for receiving water;
- b. Each sample shall be analyzed for oil and grease, total suspended solids and fecal indicator bacteria;
- c. Annual samples (1 storm in each year) shall be analyzed for critical life stage chronic toxicity with a sea urchin using salted-up water.

All samples from outfalls  $\geq 36$  inches shall be sampled, as follows:

- a. 1 storm in each of 2 years, except for discharges at receiving water sites, which shall be sampled in the same 3 storms each year that are sampled for receiving water;
- b. Each sample shall be analyzed for oil and grease, total suspended solids and fecal indicator bacteria, California Ocean Plan trace metals, polynuclear aromatic hydrocarbons, organophosphorous pesticides, pyrethroid pesticides and nutrients (ammonia, nitrate, urea and phosphate);
- c. Annual samples (1 storm in each year) shall be analyzed for critical life stage chronic toxicity with a sea urchin test using salted-up discharge water.

### **B. Receiving Water and Reference Monitoring**

#### **1. Receiving Water Monitoring**

Receiving water (receiving water = in the surf zone at the point of contact between runoff and the ocean) at 11 large storm water outfalls selected to represent worst-case conditions shall be sampled as follows:

- a. Samples shall be collected before and during 3 storms in each of 2 years;
- b. Each sample shall be analyzed for oil and grease, total suspended solids, fecal indicator bacteria, California Ocean Plan trace metals, polynuclear aromatic

hydrocarbons, organophosphorous pesticides, pyrethroid pesticides and nutrients (i.e., nitrate, ammonia, urea, orthophosphate);

- c. Samples collected during storms shall be analyzed for critical life stage chronic toxicity with 3 marine species (sea urchin, mussel and giant kelp).

Specific locations of outfalls to be monitored are as follows:

	>18"	>36"	Responsible Party	Location	Longitude	Latitude	Nearest SWRCB Site		
							ID	Longitude	Latitude
		X <sup>a</sup>	Marin County	Trailhead at Agate Beach	-122.71059	37.89749	DUX009	-122.71058	37.89757
X			San Mateo County	Maritime Walk	-122.517537	37.531153	FIT012	-122.51756	37.53115
X			San Mateo County	Juliana	-122.516679	37.529092	FIT015	-122.51667	37.52915
X			San Mateo County	Distillery	-122.513269	37.517706	FIT028	-122.51355	37.51789
X			San Mateo County	Madrone	-122.511592	37.514237	FIT029	-122.51067	37.51246
	X	X <sup>a</sup>	San Mateo County	Weinke Way	-122.516958	37.528645	FIT016	-122.5173	37.5282
			California State Parks	Año Nuevo	-122.32181	37.11666	ANO012	-122.32181	37.11666
		X	California State Parks	Point Lobos	-121.93812	36.5187	PTL004	-121.93812	36.5187
		X <sup>a</sup>	California State Parks	Año Nuevo	-122.33662	37.13245	ANO027	-122.33662	37.13245
		X	California State Parks	Point Lobos	-121.94775	36.51524	PTL034	-121.94775	36.51524
		X	California State Parks	Julia Pfeiffer Burns	-121.68885	36.17192	PFE008	-121.68885	36.17192
		X	California State Parks	Julia Pfeiffer Burns	-121.68629	36.17072	PFE011	-121.68629	36.17072
		X	California State Parks	Julia Pfeiffer Burns	-121.68281	36.16924	PFE012	-121.68281	36.16924
		X	California State Parks	Julia Pfeiffer Burns	-121.6773	36.16634	PFE015	-121.6773	36.16634
		X	California State Parks	Julia Pfeiffer Burns	-121.6764	36.16569	PFE016	-121.6764	36.16569
		X	California State Parks	Julia Pfeiffer Burns	-121.66883	36.1553	PFE026	-121.66883	36.1553
		X	California State Parks	Julia Pfeiffer Burns	-121.66781	36.15469	PFE027	-121.66781	36.15469
		X	California State Parks	Julia Pfeiffer Burns	-121.91614	36.6246	PCG120	-121.91613	36.6246
		X <sup>a</sup>	Pacific Grove	Lover's at Ocean View	-121.914835	36.62381	PCG215	-121.91484	36.62378
X			Pacific Grove	Ocean View between Fountain Avenue and 15th Street	-121.913831	36.622873	PCG219	-121.91381	36.62281
		X <sup>a,b</sup>	Pacific Grove	Ocean View between 12th Street and 13th Street	-121.91472	36.62339	PCG217	-121.91472	36.62339
		X	Pacific Grove	Ocean View at 15th Street	-121.919561	36.627369	PCG069	-121.91955	36.62735
X			Pacific Grove	Ocean View between Clyde Street and Naitad Street	-121.916596	36.626648	PCG098	-121.91657	36.62666
X			Pacific Grove	Northwest corner of Lover's Point Park at Ocean View Boulevard	-121.914835	36.62381	PCG215	-121.91484	36.62378
X			Pacific Grove	Grand Avenue at Ocean View	-121.910348	36.621624	PCG229	-121.91036	36.62162
X			Pacific Grove	8th Street at Ocean View	-121.90305	36.61897	PCG257	-121.90305	36.61897
X		X <sup>a,c</sup>	Pacific Grove	Ocean View at the Hopkins Marine Laboratory Stanford University	-121.909634	36.621125	PCG230	-121.90995	36.62115
X			Pacific Grove	At Ocean View between 7th Street and 5th Street	-121.909634	36.621125	PCG230	-121.90995	36.62115

>18"	>36"	Responsible Party	Location	Longitude	Latitude	Nearest SWRCB Site	
						ID	Longitude Latitude
	X <sup>a</sup>	County of Monterey	Scenic Road (12")	-121.93286	36.54439	CAR029	-121.93286 36.54439
	X <sup>a</sup>	Carmel	4 <sup>th</sup> Avenue	-121.93075	36.55610	CAR062	-121.93075 36.55605
X		Carmel	Ocean Avenue	-121.93030	36.55502	CAR061	-121.93033 36.55501
X		Carmel	8 <sup>th</sup> Avenue	-121.92940	36.55250	CAR059	-121.92933 36.55275
X		Carmel	10 <sup>th</sup> Avenue	-121.92898	36.55007	CAR050	-121.92904 36.55003
X		Carmel	11 <sup>th</sup> Avenue	-121.92877	36.54883	CAR046	-121.92877 36.54881
X		Carmel	13 <sup>th</sup> Avenue	-121.92903	36.54641	CAR037	-121.9291 36.5464
X		Carmel	parking lot at Del Mar near Ocean Avenue	-121.93003	36.55442	CAR060	-121.93006 36.55439
X		Carmel	9 <sup>th</sup> Avenue	-121.92890	36.55117	CAR055	-121.92891 36.55117
X		Carmel	Scenic Road & Santa Lucia Avenue	-121.92962	36.54552	CAR093	-121.92968 36.54547
X		Carmel	12 <sup>th</sup> Avenue	-121.92857	36.54765	CAR044	-121.92854 36.54767
X		Pebble Beach Company	Stillwater Pier	-121.942739	36.566625	CAR279	-121.94274 36.56655
X		Pebble Beach Company	18 <sup>th</sup> Fairway PBGL	-121.948014	36.567247	CAR299	-121.94803 36.5672
X		Pebble Beach Company	18 <sup>th</sup> Green PBGL / Lodge	-121.950131	36.567372	CAR221	-121.9501 36.56738
	X <sup>a</sup>	Pebble Beach Company	18 <sup>th</sup> Green PBGL / Lodge	-121.950097	36.567383	CAR220	-121.95001 36.56741
	X	Pebble Beach Company	9 <sup>th</sup> Green PBGL	-121.933397	36.560394	CAR076	-121.93337 36.5603
X <sup>a</sup>		Caltrans	Fitzgerald	-122.51771	37.53154	FIT011	-122.51771 37.53154
	X	Caltrans	Año Nuevo	-122.29297	37.10714	ANO035	-122.29297 37.10714
	X	Caltrans	Año Nuevo	-122.297	37.11084	ANO034	-122.297 37.11084
	X	Caltrans	Año Nuevo	-122.29764	37.1113	ANO032	-122.29764 37.1113
	X <sup>a</sup>	Caltrans	Año Nuevo	-122.29881	37.11202	ANO033	-122.29881 37.11202
	X	Caltrans	Año Nuevo	-122.30121	37.11334	ANO030	-122.30121 37.11334
	X	Caltrans	Carmel Bay	-121.9247	36.52453	CAR007	-121.9247 36.52453
X		Caltrans	Carmel Bay	-121.92457	36.52469	CAR026	-121.92457 36.52469

<sup>a</sup> = Sites selected for discharge receiving water monitoring

<sup>b</sup> = Monitoring of this site will be shared between the cities of Pacific Grove and Monterey

<sup>c</sup> = Monitoring of this site will be shared among Pacific Grove, Monterey Bay Aquarium and Hopkins Marine Station

## 2. Reference Site Monitoring

Ocean water at 11 selected reference sites (reference site = in the surf zone at the mouth of a watershed with >90% open space and no listed water quality impairments) shall be sampled as follows:

- a. Samples shall be collected during 3 storms in each of 2 years;
- b. Each sample shall be analyzed for oil and grease, total suspended solids, fecal indicator bacteria, California Ocean Plan trace metals, polynuclear aromatic hydrocarbons, organophosphorous pesticides, pyrethroid pesticides and nutrients;
- c. Each sample shall be analyzed for of critical life stage chronic toxicity with 3 marine species (sea urchin, mussel and giant kelp).

The proposed locations for reference sites span the study region. One reference site described below is not part of this Scope of Work, but is included because State Water Board staff requested that the Central Coast regional program determine the location of that reference site. Locations of sites south of Point Lobos were selected based upon a reconnaissance survey made on November 19, 2012. Several of these southern sites involve either substantial hikes, permission from property owners or special permission for vehicle access. Consequently, adjustments to site locations may be necessary. Moreover, access to at least one site will require crossing a creek to reach the beach at the creek mouth and extreme precautions will be necessary during storm events. The proposed reference locations for water quality monitoring are as follows:

Region	Specific Site
North of Point Reyes	Salmon Creek (USAF responsibility, not covered by this Scope of Work))
San Mateo County	Tunitas Creek
	Gazos Creek
South of Año Nuevo	Scott Creek
Non-urban shoreline in Monterey Bay	La Selva Beach
	Marina State Beach
South of Point Lobos	Malpaso Creek <sup>a</sup>
	Doud Creek
	Little Sur River <sup>b</sup>
Big Sur coast <sup>a</sup>	Big Sur River
	Sycamore Creek
	Big Creek
Total covered by the Scope of Work	11

<sup>a</sup> = Beach access to ocean requires crossing the creek.

<sup>b</sup> = Public access to be determined.

## 3. Biological Monitoring

Recent studies have examined whether rocky intertidal communities vary in response to storm water discharges. Initial results from southern California suggest that 2 out of 11 discharge sites exhibited community composition and abundances that could be consistent with storm water discharges (Raimondi *et al*, 2012). Consequently, monitoring of rocky intertidal communities shall be part of this program. The community structure in rocky intertidal habitats shall be measured once at 6 sites near ASBS storm water discharges and at 2 reference sites. Sampling shall involve point-contact estimates of substrate coverage by species along transects from the high intertidal zone to the low intertidal zone. Biological monitoring sites have been selected in consultation among permittees and regulatory agencies with consideration for the locations of sites with existing data.

Rocky intertidal communities will be sampled at the following sites:

ASBS	Sampling Site Name
Año Nuevo Point and Islands ASBS	Año Nuevo
Carmel Bay ASBS	Stillwater
Duxbury Reef ASBS	Bolinas Point
James V. Fitzgerald Marine Reserve ASBS	Fitzgerald Marine Reserve
Pacific Grove ASBS	Hopkins
Point Lobos Ecological Reserve ASBS	Point Lobos
Reference	Santa Maria Creek
Reference	Pigeon Point

#### 4. Bioaccumulation Monitoring

California mussels are known to accumulate concentrations of pollutants in their tissues to concentrations much higher than found in the surrounding water.

Consequently, they have been widely applied in studies of water quality status and trends (e.g., CCLEAN, 2012; Davis *et al*, 1999). Consequently, concentrations of contaminants shall be measured in resident mussels from sites near ASBS storm water discharges and from reference sites distant from urbanized ASBS areas utilizing existing programs, wherever possible, as follows:

- a. Population composites of mussels of roughly uniform shell length shall be collected from each of 7 sites.
- b. Each composite shall be thoroughly homogenized and analyzed for polynuclear aromatic hydrocarbons, polychlorinated biphenyls, polybrominated diphenyl ethers, chlorinated pesticides, pyrethroid pesticides and Lomefloxacin. These analytes are slightly different from those measured in sections A and B and, except for pyrethroids and Lomefloxacin, are consistent with those measured by CCLEAN.

The following sites will be sampled for bioaccumulation:

Sites
Point Reyes
Scott Creek

Sites
Laguna Creek
41 <sup>st</sup> Avenue, Capitola
Lovers Point
Fanshell Overlook, 17-Mile Drive
Carmel River Beach
Total = 7

### C. Mooring Field Operations (Pebble Beach Company only)

#### 1. Receiving Water

Ocean receiving water at the mooring facility shall be sampled as follows:

- a. Samples shall be collected monthly from May through October on a high use weekend in each month.
- b. Samples shall be analyzed for Ocean Plan indicator bacteria, residual chlorine, copper, zinc, grease and oil, methylene blue active substances (MBAS), and ammonia nitrogen.

#### 2. Sediments

Subtidal sediment shall be sampled, as follows:

- a. Samples shall be collected annually from within the mooring field and below the pier.
- b. Samples shall be analyzed for Ocean Plan Table 1 metals (for marine aquatic life beneficial use), acute toxicity (using *Eohaustorius estuaries*), PAHs, and tributyltin.

### D. General Requirements

#### 1. Ensure Data Quality

- a. All sampling and analysis shall conform to a Sampling and Analysis Plan (SAP) and to a Quality Assurance Program Plan (QAPP) that are consistent with requirements of the State of California Surface Water Ambient Monitoring Program (SWAMP). At a minimum, sampling shall be conducted so as to ensure that samples are representative of the site and matrix being sampled and to minimize the introduction of extraneous contamination into samples. Ultra-clean techniques shall be used for collection samples to be analyzed for organic contaminants and trace metals.
- b. Samples of the same type shall all be performed by the same laboratory and shall include appropriate lab blanks, certified reference materials, matrix spikes and matrix spike duplicates and reporting limits shall equal or be lower than those required by SWAMP.
- c. An audit will be prepared describing laboratory performance relative to data quality objectives prescribed in the QAPP.

#### 2. Ensure data availability

All chemical data will be uploaded to the California Environmental Data Exchange Network annually.

### 3. Reporting

Annual reports shall be delivered within 6 months of the completion of laboratory analyses. At a minimum, annual reports shall include a complete description of sampling methods, sites and analytical methods and analysis of data, including comparison of data from discharges and their respective receiving water sites with those from reference sites and the California Ocean Plan and shall be comparable to Schiff *et al* (2011). The annual report for the second year will be cumulative, including analysis of all data from both years to provide a characterization of storm water discharges and their effects on receiving water quality in Areas of Special Biological Significance.

### 4. Areas of Special Biological Significance Included

Storm runoff from program participants flows into the following ASBS:

- National Park Service, Point Reyes National Seashore
  - Point Reyes Headlands ASBS
  - Double Point ASBS
  - Duxbury Reef ASBS
- County of Marin
  - Duxbury Reef ASBS
- County of San Mateo
  - James V. Fitzgerald ASBS
- California State Department of Parks and Recreation
  - Año Nuevo ASBS
  - Point Lobos ASBS
  - Julia Pfeiffer Burns ASBS
- Monterey Bay Aquarium
  - Pacific Grove ASBS
- Hopkins Marine Station
  - Pacific Grove ASBS
- City of Monterey
  - Pacific Grove ASBS
- City of Pacific Grove
  - Pacific Grove ASBS
- City of Carmel
  - Carmel Bay ASBS
- Pebble Beach Company
  - Carmel Bay ASBS
- County of Monterey
  - Carmel Bay ASBS
- Caltrans
  - James V. Fitzgerald ASBS
  - Año Nuevo ASBS

o Carmel Bay ASBS

**D. Literature Cited**

CCLEAN. 2012. Central Coast Long-term Environmental Assessment Network Annual Report, 2010–2011.

Davis, JA, Stephenson M, Hardin, D, Gunther AJ, Sericano J, Bell D, Scelfo GH, Gold J, Crick J. 1999. Long term bioaccumulation monitoring with transplanted bivalves in San Francisco Bay. *Marine Pollution Bulletin*. 38:170–181.

Raimondi, P., K. Schiff and D. Gregorio. 2012. Characterization of the rocky intertidal ecological communities associated with southern California Areas of Special Biological Significance. Southern California Coastal Water Research Project Technical Report 703 – May 2012. Costa Mesa, CA.

Schiff, K.C., B. Luk, D. Gregorio and S. Gruber. 2011. Southern California Bight 2008 Regional Monitoring Program: II. Areas of Special Biological Significance. Southern California Coastal Water Research Project. Costa Mesa, CA.

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Monterey Regional Storm Water Management Program  
Guidance Document - City of Pacific Grove

1	A	B	C	D	E	F					G	H	I	J	K	L	M	N	O	P	Q	R	S
	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	PERMIT SECTION AND ELEMENT	Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)	No.	Permit Year					Local MS4 Dept	Responsible Implementing Party SIE, Regional Organization or, Co-permittee	Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))					
2																			1	2	3	4	5
3				NOTES: An X denotes that no information is required. A check mark indicates the year in which the element will be performed. N / A means Not Applicable																			
4	E.1. RENEWAL TRADITIONAL SMALL MS4 PERMITTEES																						
5		X																					
6	E.2. NEW TRADITIONAL SMALL MS4 PERMITTEES																						
7		X																					
8	E.3. NON-TRADITIONAL SMALL MS4S PERMITTEES																						
9		X																					
10	E.4. SMALL MS4 ASBS PERMITTEES																						
11	E.4 (Att C: Section I)	Provisions for Point Source Discharges of Storm Water	The following terms, prohibitions and special conditions (Special Protections) are established as limitations on point source storm water.	2014	1	✓	✓	✓	✓	✓	Public Works		X	no		X		X		X		X	
12	E.4 (I.A.1)	Permitted Source Discharges of StormWater	Existing discharges are only allowed when: a) Authorized under the Special Protections; b) Composed solely of storm water runoff that does not alter natural ocean water quality; c) The discharge of trash is prohibited; d) The outfall existed prior to January 1, 2005; e) Non-stormwater discharges are prohibited (with allowable exceptions)	2014	1	✓	✓	✓	✓	✓	Public Works		X	no		X		X		X		X	
13	E.4 (C: I.A.2.)	Compliance Plans	Address the Special Protections requirement to maintain natural water quality for storm water discharges into an ASBS in an ASBS Compliance Plan. Compliance Plans shall be submitted to the Regional Water Board and approved by the Executive Director of the State Water Board.	2015	2		✓	✓			Public Works		X	no		X		X		X		X	
14	E.4 (C: I.A.3)	Compliance Schedule	Within 6 years of the effective date of the ASBS Exception (March 20, 2018), all discharges into ASBS shall maintain natural ocean water quality, and structural controls shall be operational; On the effective date of the ASBS Exception (March 20, 2012), non-stormwater discharges are effectively prohibited; Within 18 months of the effective date (Sep 20, 2013), a draft ASBS Compliance Plan shall be submitted to the State Water Board, and non-structural controls shall be implemented.	2014	1	✓	✓	✓	✓	✓	Public Works		X	no		X		X		X		X	
15	E.4 (C: II)	Additional Requirements for Parks and Recreation Facilities	In addition to the provisions of Section I.A, Permittees with parks and recreation facilities shall include additional information in their ASBS Compliance Plans to address storm water runoff from these facilities	2014	5					✓	Public Works		X	no		X		X		X		X	
16	E.4 (C: III)	Additional Requirements - Waterfront and Marine Operations	In addition to the provisions of Section I.A, Permittees with waterfront and marine operations shall include additional information in their ASBS Compliance Plans to address storm water runoff from these facilities	2104	1	✓					N/A		X	no		X		X		X		X	

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2	PERMIT SECTION AND ELEMENT			Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)	Permit Year					Responsible Implementing Party		Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)						Local MS4 Dept	SIE, Regional Organization or, Co-permittee												
17	E.4 (C: IV)	Monitoring Requirements		Monitoring is mandatory for all Permittees: core discharge monitoring and ocean receiving water monitoring programs, approved by State and Regional Water Boards, shall be completed.	2014	1	√	√	√			Regional (ASBS Regional Monitoring Program)	NOTE: The monitoring requirements scheduled to begin in FY 2013 were postponed 12 months by the State Water Board ; monitoring is now scheduled to begin in FY 2014	no	X	X	X	X	
18	E.4 (C: IV.A)	Core Discharge Monitoring Program		At least three times per year, runoff must be collected during storm events greater than 0.1 inch that produce runoff for a number of constituents depending on discharge pipe size. Runoff flows shall be measured or calculated for all discharge pipes greater than or equal to 18" diameter or width.	2014	1	√	√	√			Public Works	NOTE: The monitoring requirements scheduled to begin in FY 2013 were postponed 12 months by the State Water Board ; monitoring is now scheduled to begin in FY 2014	no	X	X	X	X	
19	E.4 (C: IV.B)	Ocean Receiving Water and Reference Area Monitoring Program		In addition to the Core Discharge Monitoring Program, Ocean Receiving Water Monitoring shall be performed to assess the physical, chemical and biological characteristics of the ocean receiving waters within the ASBS. Permittees may choose an individual monitoring program, or participation in a regional integrated monitoring program. Additional monitoring must also be performed for marinas and boat launch and pier facilities.	2014	1	√	√	√			Public Works	NOTE: The monitoring requirements scheduled to begin in FY 2013 were postponed 12 months by the State Water Board ; monitoring is now scheduled to begin in FY 2014	no	X	X	X	X	
20	<b>E.5 SEPARATE IMPLEMENTING ENTITY</b>																		
21	E.5	Separate Implementing Entity (SIE)		Entities can develop a SIE to implement and manage all or various aspects of the Phase II Permit.	2014	1	√	√	√	√	√	Monterey Regional Storm Water Management Program (MRSWMP)	MOA or letter of Agreement required	no	X	X	X	X	
22	<b>E.6 PROGRAM MANAGEMENT ELEMENT</b>																		
23	<b>E.6.a Legal Authority</b>																		
24	E.6.a.i	Review and Revise Local Ordinances		Review and revise / create relevant ordinances or other regulatory mechanisms to obtain adequate legal authority to control pollutant discharges into and from the MS4	2015	2		√	√	√	√	Public Works	X	no	X	X	X	X	

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						No.	1	2	3	4	5	Local MS4 Dept							SIE, Regional Organization or, Co-permittee
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	PERMIT SECTION AND ELEMENT		Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)										Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
25		E.6.a.ii	Implementation Level	Create the legal authority to: a. Effectively prohibit non-stormwater discharges; b. Detect and eliminate illicit discharges and illegal connections. c. Respond to discharges of spills. d. Require responsible parties to address excess "incidental runoff" per Discharge Prohibition B.4. (a-e). e. Require operators of construction sites, commercial and industrial facilities to minimize pollutant discharges per CASQA manual; f. Require information necessary to comply with the Phase II Small MS4 General Permit; g. Enter private property for inspections; h. Require dischargers to cease and desist and/or cleanup and abate within the time frames presented in E.6.a.11.h i. Have the ability to levy citations / fines and require recovery and remediation costs; j. Impose civil or criminal sanctions when warranted.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
26	3-4.a	X	X	Adopt and implement a storm water ordinance	2014	1	√					Public Works	Equivalent to E.6.a.ii.a See additional information in Introduction of Appendix.	no	X	X	X	X	
27	5-1.a	X	X	Adopt and implement a storm water ordinance	2014	1	√					Public Works	Equivalent to E.6.a.ii.a	no	X	X	X	X	
28	E.6.b Certification																		
29		E.6.b.i	Task Description	Certify that the Permittee has full legal authority to implement and enforce the each of the requirements of this Order	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
30	3-4.c	X	X	Implement a stormwater pollution prevention ordinance	2014	1	√					Public Works	Equivalent to E.6.b.i	no	X	X	X	X	
31		E.6.b.ii	Implementation Level	Certification statement shall include: a) Identification of all departments that conduct storm water-related activities and their roles and responsibilities; b) Citation of storm water runoff related ordinances, identification of the topics each ordinance addresses; c) Identification of the local administrative and legal procedures and ordinances available to mandate compliance; d) Description of how storm water related-ordinances are reviewed and implemented; e) Statement that the municipality will implement enforcement actions consistent with its Enforcement Response Plan developed pursuant to Section E.6.c.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
32		E.6.b.iii	Reporting	Submit a statement certifying that the Permittee has adequate legal authority to comply with all Order requirements.	2015	2		√				Public Works		X	no	X	X	X	X

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33			E.6.c			Enforcement Measures and Tracking													
34		E.6.c.i	Task Description	Develop and implement an Enforcement Response Plan to describe how the Permittee will respond to and address repeat and continuing violations	2016	3			√	√	√	Public Works		X	no	X	X	X	X
35		E.6.c.ii	Implementation Level	Describe how the following enforcement responses will be used: a) Verbal warnings; b) Written notices; c) Escalated enforcement measures (citations, stop work orders, withholding of approvals/authorizations; additional measures); d) Refer on-going violations and non-filers of Construction General Permit projects or Industrial General Permit operations to Regional Water Board within 30 days;	2016	3			√	√	√	Public Works		X	no	X	X	X	X
36		E.6.c.iii	Reporting	Submit a summary of past year activities and certify compliance with all requirements of this program element. Address the relationship between these activities and the Effectiveness Assessment and Improvement Plan.	2016	3			√	√	√	Public Works		X	no	X	X	X	X
37		<b>E.7 EDUCATION AND OUTREACH PROGRAM</b>																	
38		E.7.	Community Based Social Marketing	RWQCB to notify permittee within 3 months of permit adoption date if CBSM will be required.	2014	1	√					(Regional Water Quality Control Board)	X	Equivalent (no)	X	X	X	X	
39		E.7.a Public Education and Outreach																	
40		E.7.a	Program Development / Implementation	Select one or more of the following Public Education and Outreach options and submit documentation that confirms the collaboration with other MS4s in the first year annual report.	2014	1	√					Regional (MRSWMP)	X	Equivalent (no)	X	X	X	X	
41	1-1.a	X	X	Implement the comprehensive Public Education and Outreach Program contained in (MRSWMP) Appendix E for the entire region.	2014	1	√					Public Works	Equivalent to E.7.a	no	X	X	X	X	
42		E.7.a.i	Task Description	Develop and implement a comprehensive PE / PO program to reduce pollutant discharges and measurably increase the knowledge and awareness of the target audience. Please refer to Attachment A: PE/PO Program for details.	2015	2		√	√	√	√	Regional (MRSWMP)	X	no	X	X	X	X	
43		E.7.a.ii	Implementation Level	At a minimum, the Permittee shall: a) Develop and implement a public education strategy based on water quality problems, target audiences, and anticipated task effectiveness; b) Implement surveys twice during permit term; c) Develop and convey a specific message to focus on local pollutants of concern, target audience, and regional water quality issues; d) Disseminate educational materials to target audiences into applicable languages; e) Utilize public input; f) Distribute educational materials appropriately; g) Convey water-efficient and stormwater-friendly landscaping messages; h) Convey messages regarding illicit discharge reduction and how to report an incident; i) Convey messages regarding the proper application of pesticides, herbicides, and fertilizers; j) Provide public and private schools with educational materials, preferably environmental and place-based experiential learning materials; k) Convey messages regarding discharge reduction from organized car washes, mobile cleaning, pressure washing, and landscape irrigation;	2015	2		√	√	√	√	Regional (MRSWMP)	X	no	X	X	X	X	

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44				l) Conduct stormwater-friendly education for organized car wash participants; m) Convey messages specific to mobile cleaning and pressure wash businesses.														
45	5-7.a	X	X	Make LID BMP Design Guidance available for all stakeholders.	2014	1	√					Regional (MRSWMP)	More protective than E.7.a.ii.c	Yes	Make LID BMP Design Guidance available for all stakeholders	Cease after March 5, 2014	See BMP details at left.	This item was scheduled to be completed prior to Sept 2011
46	5-7.b	X	X	Develop guidance for achieving compliance with hydromod control criteria and LID requirements for project applicants.	2014	1	√					Regional (MRSWMP)	More protective than E.7.a.ii.c	Yes	Specific guidance on how to achieve and demonstrate compliance with the hydromodification control criteria and LID requirements made available to new and redevelopment project applicants	Maintain through March 5, 2014.	See BMP details at left.	New Post Construction Requirements (PCRs) that supersede BMP 5-7.b become effective on March 6, 2014. New guidance on new PCRs will replace the former.
47	2-1.e	X	X	Implement stakeholder participation plan to encourage general public and stakeholder involvement in MRSWMP activities	2014	1	√					Regional (MRSWMP)	Equivalent to E.7.a.ii.e	no	X	X	X	X
48	3-1.a	X	X	Create and maintain a hotline for the public to report illicit discharges	2014	1	√					Regional (MRSWMP)	Equivalent to E.7.a.ii.h	no	X	X	X	X
49	3-1.b	X	X	Advertise hotline telephone number on MRSWMP-generated media, 4 in English, 4 in Spanish	2014	1	√	√	√	√		Regional (MRSWMP)	Equivalent to E.7.a.ii.h	Yes	Advertise hotline telephone number on MRSWMP-generated media, 4 in English, 4 in Spanish	X	X	X
50	3-3.c	X	X	Create a hotline for the public to report illicit connections	2014	1	√					Regional (MRSWMP)	Equivalent to E.7.a.ii.h	no	X	X	X	X
51	3-6.a	X	X	Educate employees, businesses, and the general public on negative effects on water quality from illicit discharges	2014	1	√					Regional (MRSWMP)	Equivalent to E.7.a.ii.k	no	X	X	X	X
52	2-1.b	X	X	Hold annual workshop #1 in the Spring	2014	1	X					Regional (MRSWMP)	X	Yes	Hold annual workshop #1 in the Spring	Cease	Hold annual workshop #1 in the Spring of Permit Year 1	Annual workshop educational requirements will be met through other E.7 tasks (E.7.a.ii.c) as the Annual Workshop has proved ineffective.
53	2-1.d	X	X	Hold Annual Workshop #1 on a specific topic to a target audience	2014	1	√	√	√	√		Regional (MRSWMP)	X	Yes	Hold Annual Workshop #1 on a specific topic to a target audience	Modify	X	X
54	5-7.c	X	X	Provide appropriate education and outreach for all applicable target audiences, including specific guidance for LID BMP design and compliance with hydromod control criteria.	2014	1	√					Regional (MRSWMP)	More protective than E.7.a.iii	Yes	Conduct education and outreach per the goals, schedules, and target audiences developed in support of: enforceable mechanisms, hydromodification control criteria, applicability thresholds, LID BMP design, and compliance with LID and hydromodification control criteria	Maintain March 31, 2011 through March 5, 2014.	See BMP details at left.	New Post Construction Requirements (PCRs) that supersede BMP 5-7.c become effective on March 6, 2014. Education on new PCRs will replace the former.
55	5-7.d	X	X	Create and maintain a tracking report indicating education and outreach program activities addressing LID and hydromod control implementation.	2014	1	√					Regional (MRSWMP)	More protective than E.7.a.iii	Yes	Tracking Report indicating municipality's accomplishments in education and outreach supporting implementation of LID and hydromodification control for new and redevelopment projects. Tracking Report covering the period Jan 1, 2011 through Mar 5, 2014 will be submitted with Permit Year 1 Annual Report on October 15, 2014.	Maintain through March 5, 2014.	See BMP details at left.	New Post Construction Requirements (PCRs) that supersede BMP 5-7.d become effective on March 6, 2014. Tracking Report will cover the period through March 5, 2014.

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No.		1	2			3	4	5	Local MS4 Dept	SIE, Regional Organization or, Co-permittee													
56	E.7.a.iii	Reporting		Submit summary of past year activities to include a summary to address the relationship between these activities and the Effectiveness Assessment Improvement Plan (EA IP).	2014	1	√	√	√	√	√		Regional (MRSWMP)	X	no	X	X	X	X				
57	E.7.b	Staff & Site Operator Training and Education																					
58	E.7.b.1	Illicit Discharge Detection and Elimination Training																					
59	E.7.b.1.i	Task Description		Develop and implement a training program for all Permittee staff who, as part of their normal job responsibilities, may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system.	2016	3			√	√	√	Public Works	Regional (MRSWMP)	X	no	X	X	X	X				
60	E.7.b.1.ii	Implementation Level		Training Program shall include: a) Identifying Illicit Discharges Connections; b) Proper ID & IC reporting and response criteria; c) Follow-up training as needed; d) Annual assessment of staff knowledge; e) Training of new hires within 6 months; f) Brochure for fleet vehicles of field employees on how to report an Illicit Discharge; g) Focused training on identified Illicit Discharge locations	2016	3			√	√	√	Public Works	Regional (MRSWMP)	X	no	X	X	X	X				
61	E.7.b.1.iii	Reporting		Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2016	3			√	√	√	Public Works	Regional (MRSWMP)	X	no	X	X	X	X				

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62		E.7.b.2	Construction Outreach and Education															
63		E.7.b.2 (a)	Permittee Staff Training															
64		E.7.b.2. a.i	Task Description	Ensure that all staff implementing the construction site stormwater runoff control program are adequately trained.	2015	2		√	√	√	√	Public Works		X	no	X	X	X
65		E.7.b.2. a.ii	Implementation Level	Staff to be trained: a) Plan reviewers and permitting staff (requires QSD or supervision by QSD); b) Erosion Sediment Control Inspectors (QSD or QSP or supervised by QSP); c) Third-party Plan Reviewers, Permitting Staff, and Inspectors shall be trained by the Permittee.	2015	2		√	√	√	√	Public Works		X	no	X	X	X
66	3-3.a	X	X	Train municipal inspection staff to perform business inspections for illicit connections and discharges	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.2. a.ii.b	no	X	X	X
67	4-2.a	X	X	Train appropriate municipal staff on construction site plan reviewing procedures	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.2. a.ii.a	no	X	X	X
68	4-3.a	X	X	Train appropriate municipal staff on construction site inspection procedures	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.2. a.ii.b	no	X	X	X
69	5-2.a	X	X	Train appropriate municipal staff on post-construction site plan review procedures and post-construction site inspection procedures	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.2. a.ii	no	X	X	X
70		E.7.b.2. a.iii	Reporting	Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2015	2		√	√	√	√	Public Works	Regional (MRSWMP)	X	no	X	X	X
71		E.7.b.2 (b)	Construction Site Operator Education															
72		E.7.b.2. b.i	Task Description	Develop and distribute educational materials to construction site operators.	2016	3			√	√	√	Public Works	Regional (MRSWMP)	X	no	X	X	X
73		E.7.b.2. b.ii	Implementation Level	a) Each year, provide information on training opportunities for construction operators on BMP selection, installation, implementation, and maintenance as well as overall program compliance; b) Develop or utilize existing outreach tools (i.e. brochures, posters, etc.); c) Distribute materials to all construction operators disturbing land within the MS4 boundary. The Permittee's contact information and website shall be included in these materials; d) Update existing storm water website, as necessary, to include information on appropriate selection, installation, implementation, and maintenance of BMPs.	2016	3			√	√	√		Regional (MRSWMP)	X	no	X	X	X
74	4-4.b	X	X	Provide or sponsor two educational programs, workshops, or seminars annually to educate construction firms on the negative effects of improperly managed construction site runoff	2014	1	√	√					Regional (MRSWMP)	Equivalent to E.7.b.2. b.ii	no	X	X	X
75		E.7.b.2. b.iii	Reporting	Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2016	3			√	√	√		Regional (MRSWMP)	X	no	X	X	X

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						Permit Year						Responsible Implementing Party							
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76		E.7.b.3 Pollution Prevention and Good Housekeeping Staff Training																	
77	E.7.b.3.i	Task Description	Develop a biennial training program for appropriate employees, and determine the need for interim training in alternate years. Train new hires whose jobs include pollution prevention and good housekeeping practices within 1 year of hire date.	2015	2		√		√			Public Works	Regional (MRSWMP)	X	no	X	X	X	X
78	E.7.b.3.ii	Implementation Level	Training shall include: a) Biennial training on general stormwater education and new technologies with clear guidance on appropriate BMP selection; b) Biennial assessment of trained staff's knowledge and increased training as needed; (c) A requirement that contractors hired by the Permittee for O&M activities shall be contractually required to comply with all storm water BMPs, good housekeeping practices, and standard operating procedures described above. d) Permittee shall provide oversight of contractor activities.	2015	2		√	√	√	√		Public Works	Regional (MRSWMP)	X	no	X	X	X	X
79	3-4.b	X	X	Train appropriate municipal staff on the adopted stormwater ordinance	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.3.ii	no	X	X	X	X
80	6-1.a	X	X	Train appropriate municipal employees on stormwater pollution prevention (good housekeeping)	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.3.ii	no	X	X	X	X
81	6-3.a	X	X	Train appropriate municipal staff on proper disposal of used motor oil and filters	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.3.ii	no	X	X	X	X
82	6-4.a (part 1)	X	X	Train appropriate municipal staff on on proper landscaping and lawn care activities	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.3.ii	no	X	X	X	X
83	6-7.g	X	X	Train all employees repairing municipal vehicles on proper pollution prevention techniques	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.3.ii	no	X	X	X	X
84	6-8.a	X	X	Train municipal employees in proper vehicle washing techniques	2014	1	√						Regional (MRSWMP)	Equivalent to E.7.b.3.ii	no	X	X	X	X
85	6-9.a	X	X	Require bridge and street maintenance contractors and municipal maintenance staff to use proper measures to keep pollutants out of the storm drains	2014	1	√					Public Works		Equivalent to E.7.b.3.ii.c	no	X	X	X	X
86	E.7.b.3.iii	Reporting	Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2015	2		√	√	√	√		Public Works	Regional (MRSWMP)	X	no	X	X	X	X

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<b>E.8 PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM</b>																			
87		E.8.i	Task Description	Involve public in program development & implementation of the program; encourage volunteerism, public comment and input on policy, and activism; become involved in the Integrated Regional Water Management Plan (IRWMP)	2015	2		√	√	√	√		Regional (MRSWMP)	X	no	X	X	X	X
88		E.8.ii	Implementation Level	Program Element To: a) PP & PI program establishes who is responsible for specific tasks and goals; b) Consider development of a citizen advisory group; c) Create opportunities for citizens to participate in the implementation of BMPs through sponsoring activities; d) Ensure the public can easily find information about the Permittee's storm water program; e) Actively engage in the agency's IRWMP or equivalent watershed level planning effort.	2015	2		√	√	√	√		Regional (MRSWMP)	X	no	X	X	X	X
89																			
90		2-2.a	X	X	Provide financial support for Coastal Cleanup Day	2014	1	√	√	√	√	√	Regional (MRSWMP)	More protective than E.8.ii.c	Yes	Provide financial support and 40 hours staffing for Coastal Cleanup Day	Maintain	Provide financial support for Coastal Cleanup Day	X
91		2-2.a	X	X	Provide 40 hours staffing for Coastal Cleanup Day	2014	1	X					Regional (MRSWMP)	More protective than E.8.ii.c	Yes	Provide financial support and 40 hours staffing for Coastal Cleanup Day	Cease	Provide financial support and 40 hours staffing for Coastal Cleanup Day	As support for Coastal Cleanup Day has increased, the 40 hours of staffing time is ineffective.
92		2-2.b	X	X	Recruit volunteers for Coastal Cleanup Day through all available channels	2014	1	√	√	√	√	√	Regional (MRSWMP)	More protective than E.8.ii.c	Yes	Recruit volunteers for Coastal Cleanup Day	Maintain	Recruit volunteers for Coastal Cleanup Day	MRSWMP does not have authority to recruit municipal volunteers for weekend events but will continue to recruit volunteers through all available channels.
93		2-2.c	X	X	Provide support for, or assistance with, storm drain stenciling	2014	1	√	√	√	√	√	Regional (MRSWMP)	More protective than E.8.ii.c	Yes	Provide stenciling equipment and complete a minimum of 300 inlets. Each entity to complete approximately 5-10% of total inlets per year.	Maintain	Provide support for, or assistance with, storm drain stenciling	X
94		2-2.d (part 1, p 10-12)	X	X	Provide financial support for, or assistance with, volunteer monitoring programs and public participation events.	2014	1	√	√	√	√	√	Regional (MRSWMP)	More protective than E.8.ii.c	Yes	Provide financial contributions to the volunteer and monitoring programs specified.	Maintain	Provide financial contributions to the volunteer and monitoring programs specified.	X
95		2-2.d (part 2, p 13)	X	X	Prioritize pollutants of concern and perform source tracking for the highest priority pollutants	2014	1	√	√	√	√	√	Regional (MRSWMP)	More protective than E.8.ii.c	Yes	Provide source tracking for the two highest priority pollutants within the Monterey Regional Program area.	Maintain	See BMP details at left.	X
96		2-2.d (part 3, p 14-15)	X	X	Conduct the MRSWMP Monitoring Program, 25% of outfalls will be monitored four times a year.	2014	1	√	√	√	√	√	Regional (MRSWMP)	More protective than E.8.ii.c	Yes	Monitor 25% of all outfalls within the Monterey Regional Program area through the MRSWMP Monitoring Program.	Maintain	See BMP details at left.	X
97		2-3.a	X	X	A representative from the Monterey Regional Group will become an active participant in the Citizen Watershed Monitoring Network.	2014	1	√	√	√	√	√	Regional (MRSWMP)	More protective than E.8.ii.c	Yes	100% of Watershed Monitoring Network meetings will be attended by a representative of the MRSWMP Group	Maintain	See BMP details at left.	X
98		E.8.iii	Reporting	Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2015	2		√	√	√	√		Regional (MRSWMP)	X	no	X	X	X	X

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99	<b>E.9 ILLICIT DISCHARGE DETECTION AND ELIMINATION</b>																		
100	<b>E.9.a Outfall Mapping</b>																		
101	E.9.a.i	Task Description		Create and maintain accurate outfall map including a site visit to each outfall.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	
102	3-2.a	X	X	Complete preparation of a storm drainage system map showing outfalls discharging to waters of the state	2014	1	√					Public Works	Equivalent to E.9.a.i	no	X	X	X	X	
103	3-2.b	X	X	Update the outfall map annually to include new facilities as appropriate	2014	1	√					Public Works	Equivalent to E.9.a.i	no	X	X	X	X	
104	E.9.a.ii	Implementation Level		Create an outfall map of outfalls located within the urbanized area, identified by GPS coordinates, and including photos. Identify priority areas annually.	2015	2		√	√	√	√	Public Works		X	no (equivalent)	(3-2.a) Complete storm drain system maps (3-2.b) Update the outfall map annually	X	X	X
105	E.9.a.iii	Reporting		Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2015	2		√	√	√	√	Public Works		X	no	X	X	X	
106	<b>E.9.b Illicit Discharge Source/Facility Inventory</b>																		
107	E.9.b.i	Task Description		Maintain an inventory of all industrial/commercial facilities/sources that could discharge pollutants in storm water to the MS4	2015	2		√	√	√	√	Public Works		X	no	X	X	X	
108	E.9.b.ii	Implementation Level		Create an inventory of industrial/commercial facilities and update the inventory annually; identify facilities without Industrial General Permit and report to the appropriate Regional Water Board; Proactively identify illicit discharges from priority areas via field observations and screening and inspections.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	
109	3-3.b	X	X	Inspect Businesses to identify illicit connections and illegal discharges and take action to correct any observed violations of the storm water ordinance (one time during the 5-year Permit term)	2014	1	√					Public Works	Equivalent to E.9.b.ii.c which identifies more specific businesses to be included, and E.9.b.ii.e which requires priority areas to be assessed once during the 5-year permit term	no	X	X	X	X	
110	3-5.a	X	X	Inspect 100% of campgrounds, RV parks, and boat marinas annually and report on the inspections in the annual report	2014	1	√	√	√	√	√	Public Works	Similar to E.9.b.ii.c which identifies other businesses to be included, and E.9.b.ii.e which requires priority area businesses to be inspected once during the 5-year permit term	Yes	100% of campgrounds, RV parks and boat marinas inspected annually	MODIFY - continue annual boat marina inspections; discontinue annual campground and RV Park inspections	See details at left	No demonstrable water quality improvement occurred as the result of these inspections. Infractions were infrequently observed. This BMP is similar BMP 3-3.b but is performed annually. Thus not as effective as new provisions.	
111	E.9.b.iii	Reporting		Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2015	2		√	√	√	√	Public Works		X	no	X	X	X	

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112		E.9.c	Field Sampling to Detect Illicit Discharges															
113		E.9.c.i	Task Description	While conducting outfall inventory (Section E.9.a), sample ANY outfalls that are flowing or ponding within 72 hours of last rain event	2015	2		√	√	√	√	Public Works		X	no	X	X	X
114		E.9.c.ii	Implementation Level	Conduct monitoring for 9 analytes listed in Table 1 of E.9.c to help determine the source of the discharge	2015	2		√	√	√	√	Public Works	Regional (MRSWMP)	X	no	X	X	X
115		E.9.c.iii	Reporting	Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)				√	√	√	√	Public Works		X	no	X	X	X
116		E.9.d	Illicit Discharge Detection and Elimination Source Investigations and Corrective Actions															
117		E.9.d.i	Task Description	Develop written procedures for conducting source investigations and corrective actions	2015	2		√	√	√	√	Public Works		X	no	X	X	X
118	3-3.e	X	X	Perform source tracking on manholes in designated hotspot areas	2014	1	√					Public Works		Equivalent to E.9.d.i	no	X	X	X
119		E.9.d.ii	Implementation Level	Conduct investigations to identify source of suspected illicit discharges within 72 hours of becoming aware of the illicit discharge; Immediately notify responsible party to conduct corrective actions within 72 hours.	2015	2		√	√	√	√	Public Works		X	no	X	X	X
120	3-1.c	X	X	Investigate and take appropriate action on each report of illicit discharge that is received	2014	1	√					Public Works		Equivalent to E.9.d. ii.e	no	X	X	X
121	4-4.a	X	X	Investigate and take appropriate action on each report of storm water pollution from construction sites that is received from the public	2014	1	√					Public Works		Equivalent to E.9.d.ii	no	X	X	X
122		E.9.d.iii	Reporting	Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2015	2		√	√	√	√	Public Works		X	no	X	X	X
123		E.9.e	Spill Response Plan															
124		E.9.e.i	Task Description	Develop and Implement a Spill Response Plan	2014	1	√					Public Works		X	no	X	X	X
125		E.9.e.iii	Implementation Level	Include agency roles and responsibilities, complaint response procedures, how investigations will be conducted, how clean up is initiated and conducted, and how reporting is completed and what information is required	2014	1	√					Public Works		X	no	X	X	X
126		E.9.e.iii	Reporting	Submit summary of past year activities to include a summary to address the relationship between these activities and the Program Effectiveness Assessment and Improvement Plan (EA IP)	2014	1	√	√	√	√	√	Public Works		X	no	X	X	X

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<b>E.10 CONSTRUCTION SITE STORM WATER RUNOFF CONTROL PROGRAM</b>																			
<b>E.10.a Construction Site Inventory</b>																			
127				Develop an enforceable construction site storm water control ordinance for all projects that disturb less than one acre of soil.	2014	1	√	√	√	√	√	Public Works		X	no	X	X	X	X
128	4-1.a	X	X	Adopt a stormwater ordinance specific to each municipality's needs	2014	1	√					Public Works	Equivalent to E.10 See additional information in Introduction of Appendix.	no		X	X	X	X
129	5-4.b	X	X	Modify enforceable mechanisms to eliminate regulatory conflicts and provide effective implementation of hydromodification control and LID in new development and redevelopment projects.	2014	1	√					Public Works	Equivalent to E.10	Yes	Approved new and/or modified enforceable mechanisms that effectively resolve regulatory conflicts and implement hydromodification controls and LID in new and redevelopment projects	Maintain through March 5, 2014.	See BMP details at left.	New Post Construction Requirements (PCRs) that supersede BMP 5-4.b become effective on March 6, 2014	
130	E.10.a.i	Task Description		Maintain an inventory of all projects subject to the local construction site storm water runoff control ordinance using the information presented in E.10.a.11	2014	1	√	√	√	√	√	Public Works		X	no	X	X	X	X
131	E.10.a.ii	Implementation Level		The inventory shall contain, at a minimum: a) Contact information for each project; b) Basic site information; c) Location of project with respect to waterbodies; d) Project threat to water quality; e) Current construction phase; f) Required inspection frequency per local storm water ordinance; g) Project start and anticipated completion dates; h) Date the permittee approved the erosion and sediment control plan	2014	1	√	√	√	√	√	Public Works		X	no	X	X	X	X
132	E.10.a.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2014	1	√	√	√	√	√	Public Works		X	no	X	X	X	X
133																			
134																			

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135		E.10.b	Construction Plan Review and Approval Procedures																	
136		E.10.b.i	Task Description	Develop procedures to review and approve relevant construction plan documents.	2014	1	√							Public Works		X	no	X	X	X
		E.10.b.ii	Implementation Level	The review procedures shall meet the following: a) Prior to issuing a permit the Permittee shall require each operator of a construction site to prepare and submit an erosion and sediment control plan with site-specific BMPs that meet minimum requirements of local storm water ordinance; b) Require that Erosion & Sediment Control (ESC) plan include rationale for selected BMPs including soil loss calculations; c) Require that ESC plan list applicable permits directly associated with grading activity and evidence that these permits have been obtained prior to commencing the soil disturbing activities authorized by the grading permit; d) Conduct and document review of each ESC plan using a checklist or similar process; e) The SWPPP developed pursuant to the CGP may substitute for the ESC plan, but Permittee is responsible for reviewing applicable portions of the SWPPP for compliance with local construction site storm water runoff control ordinance and this Permit.	2014	1	√	√	√	√	√		Public Works		X	no	X	X	X	
137	4-2.b	X	X	Review 100% of appropriate construction site plans for compliance with MRSWMP	2014	1	√						CEDD-Building		Equivalent to E.10.b.ii.a	no	X	X	X	
138		E.10.b.iii	Reporting	Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2014	1	√	√	√	√	√		Public Works		X	no	X	X	X	
139		E.10.c	Construction Site Inspection and Enforcement																	
140		E.10.c.i	Task Description	Use legal authority to implement procedures for inspecting public and private construction projects and conducting enforcement if necessary.	2015	2		√	√	√	√		CEDD-Building		X	no	X	X	X	
141	5-3.b	X	X	Enforce post-construction compliance with the Permittee's stormwater ordinance	2014	1	√						CEDD-Building		Equivalent to E.10.c.i	no	X	X	X	
142		E.10.c.ii	Implementation Level	Permittee shall conduct, at minimum, inspections at priority construction sites prior to land disturbance during the rainy season, during active construction and following active construction. Inspections shall include assessment of compliance with storm water ordinance. 1. pre-construction E&S BMP inspection; 2. active construction inspection; 3. final construction inspection to verify that disturbed soils have been stabilized. Prioritization criteria shall be based on project threat to water quality.	2015	2		√	√	√	√		CEDD-Building		X	no	X	X	X	
143																				

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144	4-3.b	X	X	Inspect 100% of applicable construction sites and take appropriate enforcement action to correct any observed violations	2014	1	√					CEDD-Building		Equivalent to E.10.c.ii See additional information in the Introduction of the Appendix.	no	X	X	X	
145	4-3.c	X	X	Hold an annual meeting of all construction inspectors from all participating entities prior to the start of the rainy season to discuss and share ideas regarding construction site BMPs	2014	1	√	√	√	√	√	CEDD-Building		More protective than E.10.c	Yes	80% of construction inspectors from each municipality in attendance	Maintain	80% of construction inspectors from each municipality in attendance	X
146	E.10.c.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2015	2		√	√	√	√	CEDD-Building		X	no	X	X	X	X
147	<b>E.11 POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR PERMITTEE OPERATIONS PROGRAM</b>																		
148	<b>E.11.a Inventory of Permittee-Owned and Operated Facilities</b>																		
149	E.11.a.i	Task Description		Develop and maintain an inventory of Permittee-owned or operated facilities that are a threat to water quality, if applicable.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
150	E.11.a.ii	Implementation Level		Include all Permittee-owned or -operated facilities that are potential significant sources of pollution in storm water according to the list in E.11.a.ii	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
151	E.11.a.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
152	<b>E.11.b Map of Permittee-owned or Operated Facilities</b>																		
153	E.11.b.i	Task Description		Submit a map of the area within the permit boundary and identify where the inventoried Permittee-owned or -operated facilities are located.	2015	2		√				Public Works		X	no	X	X	X	X
154	E.11.b.ii	Implementation Level		The map identifying the location of Permittee-owned or operated facilities shall identify the storm water drainage system (e.g. storm water outfalls or other mechanisms in which storm water leaves the site) corresponding to each facility as well as the receiving waters to which these facilities discharge. The map shall also show the facility and the manager of each facility, including contact information .	2015	2		√				Public Works		X	no	X	X	X	X
155	E.11.b.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X

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1	A	B	C	D	E	F					K	L	M	N	O	P	Q	R	S
						No.	1	2	3	4									
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	PERMIT SECTION AND ELEMENT		Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)	Permit Year					Responsible Implementing Party		Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
Local MS4 Dept		SIE, Regional Organizatio n or, Co- permittee																	
156		E.11.c Facility Assessment																	
157		E.11.c.i	Task Description	For all inventoried Permittee-owned or operated facilities, conduct a comprehensive inspection and assessment of pollutant discharge potential and identification of pollutant hotspots using the Center for Watershed Protections' (CWP) guide on Urban Subwatershed and Site Reconnaissance, or equivalent.	2016	3			√	√	√	Public Works		X	no	X	X	X	X
158		E.11.c.ii	Implementation Level	Conduct an annual review and assessment of all municipally owned or operated facilities to determine their potential to impact surface waters. The assessment shall include a. Identification of hotspots (see E.11.c.ii for factors, prioritization, minimum hotspot facilities) b. Documentation of the comprehensive assessment procedures and results, including copies of any site evaluation checklists.	2016	3			√	√	√	Public Works		X	no	X	X	X	X
159		E.11.c.iii	Reporting	Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2016	3			√	√	√	Public Works		X	no	X	X	X	X
160		E.11.d Stormwater Pollution Prevention Plans																	
161		E.11.d.i	Task Description	Develop and implement SWPPPs for Permittee-owned and -operated pollutant hotspots. (An existing hazardous materials business plan, spill prevention plan, or other equivalent document can serve as the SWPPP.)	2017	4				√	√	Public Works		X	no	X	X	X	X
162		E.11.d.ii	Implementation Level	a. Develop and implement a site-specific SWPPP b. SWPPP shall be kept on site at each owned or operated facility and updated as necessary c. SWPPP shall address the minimum elements listed in E.11.d.ii	2017	4				√	√	Public Works		X	no	X	X	X	X
163		E.11.d.iii	Reporting	Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2017	4				√	√	Public Works		X	no	X	X	X	X
164		E.11.e Inspections, Visual Monitoring and Remedial Action																	
165		E.11.e.i	Task Description	By year 5 the Permittee shall conduct regular inspections of Permittee-owned and operated facilities.	2018	5					√	Public Works		X	no	X	X	X	X
166		E.11.e.ii.a	Implementation Level	<b>Quarterly visual inspections:</b> in accordance with inspection procedures and checklists developed by each Permittee, results shall be kept with the SWPPP including any noted deficiencies and corrective actions	2018	5					√	Public Works		X	no	X	X	X	X
167		E.11.e.ii.b	Implementation Level	<b>Annual hotspot comprehensive inspection:</b> results shall be kept with the SWPPP including any noted deficiencies and corrective actions	2018	5					√	Public Works		X	no	X	X	X	X
168		6-2.a	X	X	Promptly correct any hazardous materials inspection deficiencies reported by County inspectors (CUPA)	2014	1	√	√	√	√	Public Works	Equivalent to E.11.e.ii.b	no	X	X	X	X	X
169		6-7.e	X	X	Inspect the MS4's vehicle maintenance facilities annually and correct 100% of deficiencies noted	2014	1	√	√	√	√	Public Works	Equivalent to E.11.e.ii.b	no	X	X	X	X	X

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						No.	1	2	3	4	5	Local MS4 Dept						
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	PERMIT SECTION AND ELEMENT		Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)									A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))
170	6-8.b	X	X	Inspect the MS4's vehicle washing facilities annually an correct 100% of deficiencies noted	2014	1	√	√	√	√		Public Works	Equivalent to E.11.e.ii.b	no	X	X	X	X
171	E.11.e.ii.c	Implementation Level		Quarterly hotspot visual observations: results shall be kept with the SWPPP including any noted deficiencies and corrective actions	2018	5					√	Public Works	X	no	X	X	X	X
172	E.11.e.ii.d	Implementation Level		Non-hotspot inspections: Inspect each non-hotspot inventoried facilities at least once per permit term	2018	5					√	Public Works	X	no	X	X	X	X
173	E.11.e.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2018	5					√	Public Works	X	no	X	X	X	X
174	E.11.f Storm Drain System Assessment and Prioritization																	
175	E.11.f.i	Task Description		Develop and implement procedures to assess and prioritize MS4 storm drain system maintenance, including detention basins and receiving water bodies within the Permittee's urbanized area. If flood control maintenance is undertaken by another entity, the Permittee shall coordinate with the flood conveyance management entity by year 3 to assess and prioritize maintenance of MS4 storm drain system.	2015	2		√	√	√	√	Public Works	X	no	X	X	X	X
176	E.11.f.ii	Implementation Level		Assess/ prioritize MS4 storm drain system facilities based on criteria presented in E.11.f.ii	2015	2		√	√	√	√	Public Works	X	no	X	X	X	X
177	6-6.b	X	X	Perform an analysis for pollutants of concern in material removed from streets by sweeping	2014	1	X					Public Works	Similar to E.11.f.ii	Yes	Analysis of material performed in Permit years 2 and 5 (2007-8, 2010-11)	Cease	Perform an analysis of POCs in material removed from streets by sweeping in Permit years 2 and 5	No demonstrable water quality improvements were realized from performing these analyses.
178	6-10.f	X	X	Perform an analysis for pollutants of concern in material removed from catch basins by cleaning	2014	1	X					Public Works	Similar to E.11.f.ii	Yes	Analysis of material performed in Permit years 2 and 5 (2007-8, 2010-11)	Cease	Perform an analysis of POCs in material removed from catch basins by cleaning in Permit years 2 and 5	No demonstrable water quality improvements were realized from performing these analyses.
179	E.11.f.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2015	2		√	√	√	√	Public Works	X	no	X	X	X	X
180	E.11.g Maintenance of Storm Drain System																	
181	E.11.g.i	Task Description		Begin maintenance of all high priority storm drain systems on an ongoing schedule.	2016	3			√	√	√	Public Works	X	no	X	X	X	X
182	E.11.g.ii.a	Implementation Level		Inspect storm drain systems based on priorities assigned in Section E.11.f; at a minimum, inspect all high priority catch basins and systems annually	2016	3			√	√	√	Public Works	X	no	X	X	X	X
183	E.11.g.ii.b	Implementation Level		Clean storm drain systems - develop and implement a schedule to clean high-priority areas based on the priorities established in E.11.f	2016	3			√	√	√	Public Works	X	no	X	X	X	X

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						No.	1	2	3	4	5	Local MS4 Dept						
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)			Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)								A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
184		E.11.g.ii.c	Implementation Level	Label catch basins in high foot traffic areas; re-label illegible or missing labels within one month of inspection	2016	3			√	√	√	Public Works	X	no	X	X	X	
185		E.11.g.ii.d	Implementation Level	Maintain surface drainage structures - trash removal from high priority areas shall occur at least annually prior to the rainy season	2016	3			√	√	√	Public Works	X	no	X	X	X	
186		E.11.g.ii.e	Implementation Level	Dispose of waste materials - develop and implement a procedure to re-water and dispose of materials extracted from catch basins.	2016	3			√	√	√	Public Works	X	no	X	X	X	
187	6-6.a	X	X	Conduct street sweeping in accordance with Permit-specified frequencies	2014	1	√	√	√	√	√	Public Works	More protective than E.11.g. ii.b	Yes	Conduct street sweeping in accordance with Permit-specified frequencies (twice per year prior to and after the last rains of the season). See additional information in Table 2A of Appendix.	Maintain	X	X
188	6-10.b	X	X	Inspect catch basins and inlets in "hot spot" areas annually, prior to the rainy season and clean as necessary	2014	1	√	√				Public Works	Equivalent to E.11.g.ii.a	no	X See additional information in Introduction and Table 2A of Appendix.	X	X	X
189	6-10.c	X	X	Clean and repair hot spot catch basins, inlets and piping prior to November 1 annually	2014	1	√	√	√	√	√	Public Works	Equivalent to E.11.g.ii.b	Yes	Clean and repair hot spot catch basins, inlets and piping prior to November 1 annually. See additional information in Introduction and Table 2A of Appendix.	Maintain	See BMP details at left	X
190	6-10.d	X	X	Re-inspect identified problem areas for debris accumulation during the rainy season and perform additional cleaning if necessary	2014	1	√	√	√	√	√	Public Works	Equivalent to E.11.g.ii.d	Yes	Re-inspect identified problem areas for debris accumulation during the rainy season and perform additional cleaning if necessary. See additional information in Introduction and Table 2A of Appendix.	Maintain	See BMP details at left	X
191	E.11.g.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2016	3			√	√	√	Public Works	X	no	X	X	X	
192	6-10.e	X	X	Document storm drain inspections and cleanings	2014	1	√	√				Public Works	Equivalent to E.11.g.iii	no	X	X	X	X
193	E.11.h Permittee Operations and Maintenance Activities (O&M)																	
194	E.11.h.i	Task Description		Assess Permittee O&M activities for potential to discharge pollutants in storm water and inspect all O&M BMPs on a quarterly basis.	2016	3			√	√	√	Public Works	X	no	X	X	X	X
195	E.11.h.ii.a	Implementation Level		Develop and implement a program to assess O&M activities for their potential to discharge pollutants in storm water, and subsequently develop applicable BMPs	2016	3			√	√	√	Public Works	X	no	X	X	X	X
196	6-5.a	X	X	Dechlorinate and de-brominate swimming pool discharges before discharge to storm drains	2014	1	√	√	√	√	√	Public Works	More specific than E.11.h. ii.a.8	Yes	100% of swimming pool discharges shall be dechlorinated and de-brominated before discharge to storm drains	Maintain	X	X
197	E.11.h.ii.b	Implementation Level		Identify all materials that could be discharged from O&M activities and which materials contain pollutants	2016	3			√	√	√	Public Works	X	no	X	X	X	X
198	E.11.h.ii.c	Implementation Level		Develop and implement a set of BMPs (using the CASQA Municipal Handbook or equivalent) that will reduce pollutants in storm water and non-storm water discharges	2016	3			√	√	√	Public Works	X	no	X	X	X	X

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1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	PERMIT SECTION AND ELEMENT		Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)	Permit Year					Responsible Implementing Party		Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
No.		1	2			3	4	5	Local MS4 Dept	SIE, Regional Organization or, Co-permittee									
199	6-3.b	X	X	Document used oil and used oil filter disposal	2014	1	X					Public Works		More specific than E.11.h. ii.c	Yes	Document used oil and used oil filter disposal	Cease	See description and measurable goal at left	No demonstrable water quality improvements were realized by providing this information in the Annual Report
200	6-7.a	X	X	Provide a designated area for all vehicle maintenance	2014	1	√	√	√	√	√	Public Works		More specific than E.11.h. ii.c	Yes	100% of Permitted MS4s shall have a designated area for all vehicle maintenance	Maintain	X	X
201	6-7.b	X	X	Conduct maintenance indoors or under a covered area whenever possible	2014	1	√	√	√	√	√	Public Works		More specific than E.11.h. ii.c	Yes	Conduct maintenance indoors or under a covered area whenever possible	Maintain	X	X
202	6-7.c	X	X	Install oil separators in municipal vehicle yards as necessary and required	2014	1	√	√	√	√	√	Public Works		More specific than E.11.h. ii.c	Yes	Install oil separators in municipal vehicle yards as necessary and required	Maintain	X	X
203	6-7.d	X	X	Stencil storm drain inlets in municipal corporation yard areas	2014	1	√	√	√	√	√	Public Works		More specific than E.11.h. ii.c	Yes	Stencil storm drain inlets in municipal corporation yard areas	Maintain	X	X
204	6-7.f	X	X	Store materials and wastes under cover whenever possible	2014	1	√	√	√	√	√	Public Works		More specific than E.11.h. ii.c	Yes	Store materials and wastes under cover whenever possible	Maintain	X	X
205	6-10.a	X	X	Stencil catch basins and inlets as needed as a preventative measure	2014	1	√	√	√	√	√	Public Works		More specific than E.11.h. ii.c	Yes	Stenciling is covered under BMP 2-2.c	Maintain	X	X
206	6-11.a	X	X	Regularly inspect and clean municipal facility trash enclosures	2014	1	√	√	√	√	√	Public Works		More specific than E.11.h. ii.c	Yes	100% of trash enclosures inspected and cleaned in accordance with Table 2A of Appendix	Maintain	X	X
207	6-11.b	X	X	Regularly inspect and clean parks	2014	1	√	√	√	√	√	Public Works		More specific than E.11.h. ii.c	Yes	100% of parks and park trash enclosures inspected and cleaned per Table 2A of Appendix	Maintain	X	X
208	E.11.h.ii.d	Implementation Level		Evaluate BMPs on a quarterly basis	2016	3			√	√	√	Public Works		X	no	X	X	X	X
209	E.11.h.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2016	3			√	√	√	Public Works		X	no	X	X	X	X
210	E.11.i	Incorporation of Water Quality and Habitat Enhancement Features in Flood Management Facilities																	
211	E.11.i.i	Task Description		By year 3 the Permittee shall develop and implement a process for incorporating water quality habitat enhancement features into new and rehabilitated flood management facilities.	2016	3			√	√	√	Public Works		X	no	X	X	X	X
212	E.11.i.ii	Implementation Level		The permittee shall develop and implement a process to incorporate water quality and habitat enhancement features in the design of all new and rehabilitated flood management projects that are associated with the MS4 or that discharge to the MS4.	2016	3			√	√	√	Public Works		X	no	X	X	X	X
213	E.11.i.iii	Reporting		Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2016	3			√	√	√	Public Works		X	no	X	X	X	X

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1	A	B	C	D	E	Permit Year					Responsible Implementing Party		N	O	P	Q	R	S	
						No.	1	2	3	4	5	Local MS4 Dept							SIE, Regional Organization or, Co-permittee
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)			Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)									Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))
214	E.11.j Landscape Design and Maintenance																		
215		E.11.j.i	Task Description	Implement a landscape design and maintenance program to reduce the amount of water, pesticides, herbicides and fertilizers used during Permittee operations and activities	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
216	6-4.a (part 2)	X	X	Minimize irrigation runoff at 80% of Permittee's facilities	2014	1	X					Public Works		Similar to E.11.j.i	Yes	Minimize irrigation runoff at 80% of Permittee's facilities	Cease	See description and measurable goal at left	No demonstrable water quality improvements were realized by this BMP. Typically, 100% of facilities are monitored.
217	6-4.a (part 3)	X	X	Ensure that 90% of sprinkler inventory is operational	2014	1	X					Public Works		Similar to E.11.j.i	Yes	Ensure that 90% of sprinkler inventory is operational	Cease	See description and measurable goal at left	No demonstrable water quality improvements were realized by this BMP. Typically, greater than 90% of inventory is operational at any given time.
218		E.11.j.ii.a	Implementation Tasks	Evaluate pesticides, herbicides and fertilizers used and application activities performed and identify pollution prevention and source control opportunities	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
219		E.11.j.ii.b	Implementation Tasks	Implement practices that reduce the discharge of pesticides, herbicides, and fertilizers	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
220	6-4.b	X	X	Perform spraying when rain is not predicted	2014	1	√					Public Works		Effectively equivalent to E.11.j. ii.b.2.f	Yes	No pesticide use will occur when a 20% or greater chance of rain is predicted by NOAA website within the next 24-hour period	Cease	See description and measurable goal at left	This BMP is essentially equivalent to E.11.j. (ii)(b) 2.f
221		E.11.j.iii	Reporting	Permittee shall submit a summary of past year's activities to SMARTS and certify compliance with all requirements of this program element. The summary shall also address the relationship to the Permittee's Program Effectiveness Assessment and Improvement Plan.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X
222	E.12 POST CONSTRUCTION STORMWATER MANAGEMENT PROGRAM																		
223	E.12.a	Post Construction Measures	NOTE: Central Coast Post Construction Requirements (CC-PCRs) will be implemented per E.12.k beginning March 6, 2014																
224		Regulate development to comply with the following sections	When implementing a Regional Board-developed watershed process approach, only Sections E.12.j and E.12.e (ii)e are required to be implemented (see E.12.k)	2015	2		√	√	√	√	CEDD-Planning		X	no	X	X	X	X	
225	E.12.d.	Source Control Measures -	NOTE: Required to be implemented by E.12.e (ii) e																
226	E.12.d.i	Required to implement:	Standard permanent and/or operation source control measures as applicable shall be implemented on Regulated Projects with pollutant-generating activities and sources	2015	2		√	√	√	√	CEDD-Planning		X	no	X	X	X	X	
227	E.12.d.ii	Measures shall be designed:	Consistent with recommendations from the CASQA Stormwater BMP Handbook for New Development & Redevelopment or equivalent manual	2015	2		√	√	√	√	CEDD-Planning	Both-(MRSWMP)	X	no	X	X	X	X	
228	E.12.e LID Design Standards																		
229	E.12.e.ii.e	Source Controls	Permittee shall implement Source Controls as defined in E.12.d - Source Control Measures	2015	2		√	√	√	√	CEDD-Planning		X	no	X	X	X	X	

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						No.	1	2	3	4	5	Local MS4 Dept							SIE, Regional Organization or, Co-permittee	
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)			Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)										Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))		
230	E.12.j Planning and Development Review Process																			
231	E.12.j.i	Task Description		Review planning and permitting process to assess any gaps or impediments impacting effective implementation of PCRs, and where found to exist, seek solutions to promote implementation of these requirements within the context of public safety and community goals for land use.	2016	1-3	√	√	√				CEDD-Planning		Prioritize review of landscape code to correct gaps and impediments impacting effective implementation of PCRs	no	X	X	X	X
232	E.12.j.ii	Implementation Level		Conduct the review in Years 1-3 using an existing guide or template. Complete changes to the planning and permitting process by Year 4, prioritizing the landscape code	2017	4	√	√	√	√			CEDD-Planning		NOTE: The timing of this requirement appears to be in conflict with the schedules of E.12.j.11 (a) and (b) below:	no	X	X	X	X
233	E.12.j.ii.a	Implementation Level		Conduct an analysis of landscape code to correct gaps and impediments impacting effective implementation of PCRs	2014	1	√						CEDD-Planning		X	no	X	X	X	X
234	5-4.a	X	X	Conduct an analysis of applicable codes, regulations, standards and specifications to determine modifications to be made to enforceable mechanisms	2014	1	√						CEDD-Planning		equivalent to E.12.j.ii.a	no	X	X	X	X
235	E.12.j.ii.b	Implementation Level		Complete any changes to landscape code to effectively administer PCRs.	2015	2		√					CEDD-Planning		X	no	X	X	X	X
236	E.12.j.iii	Reporting		Complete and have available a summary of the review process and any proposed or completed changes to the Permittee's program	2015	2		√					CEDD-Planning		X	no	X	X	X	X
237	E.12.k Post Construction Storm Water Management Requirements Based on Assessment and Maintenance of Watershed Processes																			
238		Applicable MS4s to comply with post-construction storm water management requirements based on a watershed-process approach developed by Regional Water Board		The Central Coast Post Construction Requirements (CC-PCRs) will be implemented, beginning March 6, 2014.	6-Mar-2014	1	√	√	√	√	√		CEDD-Planning		X	no	X	X	X	X
239	CC-PCR A.	Watershed Management Zones		Urbanized areas categorized into 10 Watershed Management Zones (WMZs) and designated Groundwater Basins	6-Mar-2014	1	√	√	√	√	√		CEDD-Planning		Permittee shall maintain the ability to identify WMZs for regulated projects	no	X	X	X	X
240	CC-PCR B.	Post Construction Requirements		Permittee shall apply PCRs to all applicable development projects that require permits issued under the Permittee's authority	6-Mar-2014	1	√	√	√	√	√		CEDD-Planning		X	no	X	X	X	X
241	B.1)	Regulated Projects		Regulated projects include all new development or redevelopment projects that create or replace greater than or equal to 2,500 sf impervious surface	6-Mar-2014	1	√	√	√	√	√		CEDD-Planning		X	no	X	X	X	X
242	5-2.b	X	X	Review 100% of applicable project plans for compliance with post construction guidelines (interim LID)	2014	1	√						CEDD-Planning		equivalent to CC-PCR B.1)c)	no	X	X	X	X
243	5-4.c	X	X	Implement hydromodification controls and LID on applicable new and redevelopment projects; apply new/modified enforceable mechanisms to applicable projects	2014	1	√						CEDD-Planning		equivalent to CC-PCR B.1)c)	Yes	Apply new and/or modified enforceable mechanisms to all applicable new and redevelopment projects	Maintain through March 5, 2014. Cease beginning March 6, 2014	See BMP details at left.	New Post Construction Requirements that supersede BMP 5-4.b become effective on March 6, 2014
244	5-5.a	X	X	Develop municipality-specific hydromodification control criteria	2014	1	X						N/A		municipal-specific controls have been replaced by the Regional standards of the CC-PCRs	no	X	X	X	X

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	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	PERMIT SECTION AND ELEMENT		Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)	Permit Year					Responsible Implementing Party		Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
No.		1	2			3	4	5	Local MS4 Dept	SIE, Regional Organization or, Co-permittee									
245	5-6.a	X	X	Select applicability thresholds for application of hydromodification control criteria	2014	1	X					N/A		municipal-specific thresholds have been replaced by the Regional standards of the CC-PCRs	no	X	X	X	X
246	5-7.e	X	X	Ensure LID principles are applied to 100% of all applicable new development and redevelopment projects	2014	1	√					CEDD-Planning		equivalent to CC-PCR B.1)c)	Yes	Apply LID principles and features to all applicable new and redevelopment projects	Maintain January 1, 2011 through March 5, 2014. Cease beginning March 6, 2014.	See BMP details at left.	New Post Construction Requirements that supersede BMP 5-7.e become effective on March 6, 2014
247	B.2)		Performance Requirement 1 Site Design and Runoff Reduction	Regulated projects that create or replace greater than or equal to 2,500 sf impervious surface shall implement design strategies throughout the regulated site	6-Mar-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
248	B.3)		Performance Requirement 2 Water Quality Treatment	Regulated projects that create or replace greater than or equal to 5,000 sf net impervious surface shall treat stormwater runoff prior to discharge	6-Mar-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
249	B.4)		Performance Requirement 3 Runoff Retention	Regulated projects that create or replace greater than or equal to 15,000 sf impervious surface shall prevent offsite discharge from specified rainfall events	6-Mar-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
250	B.5)		Performance Requirement 4 Peak Management	Regulated projects that create or replace greater than or equal to 22,500 sf impervious surface shall not allow post-developed peak runoff rates to exceed pre-project peak rates for the 2- through 10-year storm events	6-Mar-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
251	B.6)		Performance Requirement 5 Special Circumstances	Regulated projects with highly altered channels, intermediate flow control facilities, or historic lake and wetlands, may be designated as Special Circumstances with modified performance requirements	6-Mar-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
252	CC-PCR C.		Alternative Compliance	Alternative compliance may be met for regulated projects with technical infeasibility, within an approved Watershed or Regional Plan area, or within an approved Urban Sustainability Area	6-Mar-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
253	CC-PCR D.		Field Verification of Post-Construction Stormwater Control Measures	Implement a mechanism to verify that stormwater control measures are designed and constructed in accordance with CC-PCRs prior to project occupancy.	6-Mar-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
254	CC- PCR E.		Operation and Maintenance of Structural Stormwater Control Measures	O&M plans and legal agreements shall be required on private and public regulated projects	6-Mar-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
255	5-3.a	X	X	Inspect 100% of applicable project sites for compliance with post construction guidelines (interim LID), or allow self certification by project owner	2014	1	√					CEDD-Planning		equivalent to CC-PCR E.3)g)	no	X	X	X	X
256	5-7.f	X	X	Develop and maintain a tracking report that identifies LID design principles incorporated into each applicable new development and redevelopment project	2014	1	√					CEDD-Planning		equivalent to CC-PCR E.3)b)	Yes	Tracking Report, for the period 1/1/11 to 3/5/14, identifying LID design principles and features incorporated into each applicable new and redevelopment project. Tracking Report due with Year 1 Annual Report on October 15, 2014.	Maintain through March 5, 2014. Cease beginning March 6, 2014	See BMP details at left.	New Post Construction Requirements that supersede BMP 5-7.f become effective on March 6, 2014
257	CC- PCR F.		Permittee Reporting Requirements	Information and data on regulated projects shall be included in the Permittee's Annual Report	15-Oct-2014	1	√	√	√	√	√	CEDD-Planning		X	no	X	X	X	X
258	<b>E.13 WATER QUALITY MONITORING</b>																		

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						No.	1	2	3	4	5	Local MS4 Dept							SIE, Regional Organization or, Co-permittee
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259	E.13.a.	ASBS Monitoring		MS4s that discharge to ASBS and are covered by an Ocean Plan exception shall comply with the monitoring requirements described in Attachment C	2014	1	√	√	√				Regional (ASBS RMP)	X	no	X	X	X	
260		TMDL Monitoring		Permittees assigned a wasteload allocation or identified as a responsible party in a TMDL shall comply with Attachment G and consult with the Regional Water Board to determine the monitoring study design and implementation schedule	2014	1	√					N/A	X	no	X	X	X		
261		303(d) Monitoring		Permittees discharging to 303(d) listed waterbodies with urban runoff as a source shall consult with Regional Water Board to assess whether monitoring is necessary, and if so, to determine the monitoring study design and implementation schedule.	2014	1	√					N/A	X	no	X	X	X		
262		Receiving Water Monitoring and Special Studies		For Traditional Small MS4 Permittees with a population greater than 50,000 that are not already conducting ASBS, TMDL, 303(d) monitoring efforts shall participate in one either 1) Receiving Water Monitoring, or 2) Special Studies	2014-2015	1 - 2	n/a					N/A	Regional (MRSWMP)	X	no	X	X	X	
263		Receiving Water Monitoring		Develop and implement a receiving water monitoring program to assess urban runoff impact to receiving water quality	2015	2	n/a					N/A	n/a	X	no	X	X	X	
264		Special Studies		As an option to Receiving Water Monitoring, Permittee may develop and implement a special study monitoring program to assess and evaluate the effectiveness of water quality projects or stormwater program elements.	2014	1	n/a					N/A		X	no	X	X	X	
265	2-2.d (part 4, p 16-Y1)	X	X	Based on information available, identify areas that are sources of T. Gondii and other pathogens that impact California Sea Otters	2014	1	X					Regional (MRSWMP)	This study was completed in 2007	Yes	Based on information available, identify areas that are sources of T. Gondii and other pathogens that impact California Sea Otters	Cease	See details at left	This study was completed in Permit Year 1 of the prior Permit (Water Quality Order No. 2003-0005-DWQ)	
266	2-2.d (part 4, p 16-Y2)	X	X	Create and implement a program to reduce and eliminate the sources of pollution identified in Year 1 as impacting California Sea Otters.	2014	1	X					Regional (MRSWMP)	This BMP was performed in 2008	Yes	Create and implement a program to reduce and eliminate the sources of pollution identified in Year 1 as impacting California Sea Otters.	Cease	See details at left	This BMP was completed in Permit Year 2 of the prior Permit (Water Quality Order No. 2003-0005-DWQ)	
267	<b>E.14 PROGRAM EFFECTIVENESS ASSESSMENT AND IMPROVEMENT</b>																		
268	E.14.a	Program Effectiveness Assessment and Improvement Plan																	
269	E.14.a.i	Task Description		Develop and implement a Program Effectiveness Assessment and Improvement Plan (ES IP) that tracks annual and long-term effectiveness of the storm water program. The goal is to improve program effectiveness at reducing targeted pollutants of concern, achieving the MEP standard, and protecting water quality. Permittees to identify a strategy used to gauge the effectiveness of prioritized BMPs and program implementation as a whole.	2015	2		√	√	√	√		Public Works	Both (MRSWMP)	X	no	X	X	X

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						Permit Year						Responsible Implementing Party								
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	PERMIT SECTION AND ELEMENT		Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)	No.	1	2	3	4	5	Local MS4 Dept	SIE, Regional Organization or, Co-permittee	Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
270		E.14.a.ii.a	Implementation Level			EA IP to include: 1) Identification of overall program goals including Pollutants Of Concern and prioritized BMPs 2) Documentation of the level of implementation of storm water program elements 3) Identification and targeting of target audience(s) 4) Assessment of BMP performance at achieving outcome levels 5) Assessment of pollutant source reductions achieved by individual BMPs 6) Quantification of pollutant loads and pollutant load reductions achieved by the program as a whole 7) MS4 discharge quality, where available, including analysis of the data 8) Receiving water quality data, including analysis of the data 9) Identification of long-term effectiveness assessment, to be implemented beyond the permit term	2015	2		√	√	√	√							Public Works
271	E.14.a.ii.b	Implementation Level	Outcome Levels: 1) Storm water program activities 2) Awareness 3) Behavior 4) Pollutant load reductions 5) MS4 discharge quality (where assessment is supported by MS4 discharge quality data) 6) Receiving water conditions	2015	2		√	√	√	√	Public Works	Both (MRSWMP)	X	no	X	X	X	X		
272	E.14.a.ii.c	Implementation Level	The Program Effectiveness Assessment and Improvement Plan shall identify assessment methods for privately owned BMPs.	2015	2		√	√	√	√	Public Works		X	no	X	X	X	X		
273	E.14.a.ii.d	Implementation Level	The Program Effectiveness Assessment and Improvement Plan shall identify assessment methods the Permittee will use to quantitatively assess BMP performance at reducing pollutant loads wherever feasible, using the following or equivalent methods: 1) Direct quantitative measurement of pollutant load removal for BMPs that lend themselves to such measurement (e.g., measuring sediment collected through street-sweeping activities); 2) Science-based estimates of pollutant load removal for BMPs where direct measurement of pollutant removal is overly challenging (e.g., removal of heavy metals through a bioswale); 3) Direct quantitative measurement of behaviors that serve as proxies of pollutant removal or reduction (e.g., the percentage of construction sites demonstrated by inspection to be in compliance with permit conditions); or 4) Visual comparison (e.g., using photographs to compare the amount of trash in a creek between one year and the next).	2015	2		√	√	√	√	Public Works	Both (MRSWMP)	X	no	X	X	X	X		

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1	PERMIT SECTION AND ELEMENT		Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)	Permit Year					Responsible Implementing Party		Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))
	No.	1			2	3	4	5	Local MS4 Dept	SIE, Regional Organization or, Co-permittee							
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	E.14.a.ii.e	Implementation Level	The Program Effectiveness Assessment and Improvement Plan shall ask and answer the following Management Questions for prioritized BMPs for which answers to management questions can be based on quantitative data appropriate to the question being answered. 1) Were prioritized BMPs or group of BMPs implemented in accordance with the permit requirements? The Permittee shall develop quantitative data using the following or equivalent methods: a) Confirmation – Documenting whether an activity or task has been completed, expressed as positive or negative outcome (i.e., yes or no) b) Tabulation – Simple accounting expressed in absolute (e.g., number of people participating), or relative terms (e.g. percent increase in recycled household hazardous waste) 2) To what extent did prioritized BMPs or group of BMPs change the target audience's behavior? The Permittee shall develop quantitative data using the following or equivalent methods: a) Surveys or interviews to discern knowledge, attitudes, awareness, behavior of specific population. b) Interviews of site personnel to discern awareness and behavior c) Inspections or site visits to directly observe or assess a practice. 3) To what extent did prioritized BMPs or group of BMPs reduce pollutant loads from their sources to the storm drain system?	2015	2	√	√	√	√	Public Works	Both (MRSWMP)	X	no	X	X	X
274		E.14.a.ii.f	Implementation Level	(f) EA IP to include water quality monitoring data to determine: 1) To what extent did implementation of the BMP, group of BMPs, or storm water program enhance or change the urban runoff and discharge quality? 2) To what extent did implementation of the BMP, group of BMPs, or storm water program enhance or change receiving water quality? 3) Did exceedance(s) of water quality objectives or water quality standards persist notwithstanding implementation of the storm water program? The Program Effectiveness Assessment and Improvement Plan shall include documentation of the effectiveness of BMPs implemented to reduce the discharge of pollutants to the MS4 to the MEP and protect water quality.	2015	2		√	√	√	√	Regional (MRSWMP)	Needs to be based on regionally available data	no	X	X	X
275		E.14.a.iii	Reporting	EA IP (Part I) By the second year Annual Report complete and submit the Program Effectiveness Assessment and Improvement Plan. The Plan shall include the strategy the Permittee will use to assess the effectiveness of the program, the specific measures the Permittee will use to assess the effectiveness of BMPs and/or groups of BMPs, and how the Permittee will use the information obtained through effectiveness assessment to modify individual BMPs and the program as a whole to increase short and long-term effectiveness.	2015	2		√	√	√	√	Public Works	Both (MRSWMP)	X	no	X	X
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1	A	B	C	D	E	F					K	L	M	N	O	P	Q	R	S
						No.	1	2	3	4									
2	MRSWMP PERMIT COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	PERMIT SECTION AND ELEMENT		Detail & / or Existing	Permit Compliance Year (June 30th unless otherwise noted)	Permit Year					Responsible Implementing Party		Additional implementation notes (i.e., goals, milestones, etc.)	A Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	Previous SWMP Measurable Goal. Complete this column only if Column A is Yes.	B If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	C Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	D Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
278		279	280			281	282	283	284										
		E.14.a.iii	Reporting	(EA IP (Part II) In subsequent Annual Reports, describe implementation of the Program Effectiveness Assessment and Improvement Plan, summarize data obtained through effectiveness assessment measures and the short and long-term progress of the storm water program, and provide an analysis of the data to improve program effectiveness, to achieve the MEP standard, protect water quality, and to document the Permittee's compliance with permit conditions. Permittees that have a Program Effectiveness Assessment and Improvement Plans, or equivalent, approved by the applicable Regional Board, or that have a schedule approved by the applicable Regional Board to develop and implement such a Plan, shall adhere to the Plan and/or schedule approved by the Regional Board unless otherwise directed by the Regional Board.	2016	3			√	√	√	Public Works	Both (MRSWMP)	X	no	X	X	X	X
		E.14.a.iii	Program Effectiveness and Improvement Plan	EA IP (Part III) By the fifth year annual report, complete and submit an analysis of the effectiveness of modifications made at improving BMP and/or program effectiveness. Coordinate with RWQCB on expectations, timing and frequency of BMP modifications.	2018	5					√	Public Works	Both (MRSWMP)	X	no	X	X	X	X
		E.14.b Stormwater Program Modifications																	
		E.14.b.i	Task Description	Modify BMPs and/or program as a whole to improve the effectiveness of: removing pollutant loads, achieving MEP standard, and protecting water quality. Identify priority areas for program improvement, make changes as necessary per RWQCB approval	2018	5					√	Public Works	Both (MRSWMP)	X	no	X	X	X	X
		E.14.b.ii	Implementation Level	Identify and summarize BMP and/or program modifications identified in priority program areas. Modifications shall include: (a) Improving upon BMPs that are underperforming (b) Continuing and expanding upon BMPs that proved to be effective, including identifying new BMPs or modifications to existing BMPs designed to increase pollutant load reductions; (c) Discontinuing BMPs that may no longer be productive and replacing with more effective BMPs; and (d) Shifting priorities to make more effective use of resources	2018	5					√	Public Works	Both (MRSWMP)	X	no	X	X	X	X
	1-1.b	X	X	Update Measurable Goals of the Public Education and Outreach Plan to maximize efficiency in audiences reached using all available information.	2014	1	√	√	√	√		Public Works		equivalent to E.14.b.ii	no	X	X	X	X
		E.14.b.iii	Reporting	Submit the list of BMP and/or program modifications for priority program areas, including identification of priority program areas and the implementation schedule the Permittee will follow during the next permit term. The modifications shall be aimed at the goal of reducing pollutant loads, achieving the MEP standard and protecting water quality.	2018	5					√	Public Works	Both (MRSWMP)	X	no	X	X	X	X

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1	A	B	C	D	E	Permit Year					Responsible Implementing Party		N	O	P	Q	R	S	
						No.	1	2	3	4	5	Local MS4 Dept							SIE, Regional Organization or, Co-permittee
2	<b>MRSWMP PERMIT</b> COMPARABLE BEST MANAGEMENT PRACTICE (BMP)	<b>PERMIT SECTION AND ELEMENT</b>		<b>Detail &amp; / or Existing</b>	Permit Compliance Year (June 30th unless otherwise noted)									<b>A</b> Is/are existing locally specific SWMP BMP(s) more protective of water quality than minimum requirements of this order? [Y/N] If yes, complete column B. (Or Not Applicable)	<b>Previous SWMP Measurable Goal.</b> Complete this column only if Column A is Yes.	<b>B</b> If Column A is "Yes", indicate if you will Maintain, Reduce or Cease BMP(s) and complete Column C. If Reduce or Cease, also complete column D.	<b>C</b> Provide brief description of locally specific SWMP BMP(s) that is more protective of water quality, including measurable goal(s). Include specific reference to location in existing SWMP	<b>D</b> Demonstrate that Reduction or Cessation of more protective BMP(s) is in compliance with this Order and the maximum extent practicable standard, and will not result in increased pollutant discharges (Justification for Reduction or Cessation of BMP(s))	
285	<b>E.15 TOTAL MAXIMUM DAILY LOADS COMPLIANCE REQUIREMENTS</b>																		
286	E.15.a	Task Description		Comply with all approved TMDLs identified in Attachment G	2014	1	√	√	√	√	√	N/A		X	no	X	X	X	
287	E.15.b	Implementation Level		Waste load allocations (LA), effluent limitations, implementation and monitoring requirements in the adopted and approved Regional Water Board Basin Plan are incorporated herein by reference as enforceable parts of this Order	2014	1	√	√	√	√	√	N/A		X	no	X	X	X	
288	E.15.c	Implementation Level		Regional Water Board to review TMDLs and propose modifications to requirements as appropriate	2014	1	√					N/A		X	no	X	X	X	
289	3-7.a	X	X	Develop a Waste Load Allocation Attainment Plan for applicable areas within Monterey County to meet the Pajaro River fecal coliform TMDL	2014	1	√					N/A		Equivalent to E.15.c	no	X	X	X	
290	E.15.d	Reporting		Report status of implementation via SMARTS	2014	1	√	√	√	√	√	N/A		X	no	X	X	X	
291	E.15.e	Implementation Level		Comply with Clean Water Act Sections 303d,306b and 314	2014	1	√	√	√	√	√	N/A		X	no	X	X	X	
292	<b>E.16 ANNUAL REPORTING PROGRAM</b>																		
293	E.16.a	Task Description		Use SMARTS to report annual summary of past year's activities and certify compliance	2014	1	√	√	√	√	√	Public Works	Both (MRSWMP)	X	no	X	X	X	
294	E.16.b	Implementation Level		Complete and retain annual report information and make available during normal business hours	2014	1	√	√	√	√	√	Public Works	Both (MRSWMP)	X	no	X	X	X	
295	E.16.c	Implementation Level		Submit detailed written or oral report to RWQCB when requested by Regional Water Board Executive Officer	2014	1	√	√	√	√	√	Public Works	Both (MRSWMP)	X	no	X	X	X	
296	2-1.a	X	X	Post Draft Annual Report to MontereySEA.org web site for public review and comment. Consider all written public comments for program improvement and include in Annual Report.	2014	1	X					Public Works		More specific than E.16	Yes	Post Draft Annual Report to MontereySEA.org web site for public review and comment	Cease	Include all written and oral comments in the annual report	No demonstrable water quality improvements were realized by this BMP over 7 years. Few comments were received from implementing this BMP. No changes to the Program were implemented as the result of these comments and is thus ineffective
297	2-1.c	X	X	Hold Annual Workshop #2 in early November to solicit public input on the Program BMPs and program measurable goals. The measurable goal for BMP 2-1.c is 40 participants per workshop	2014	1	X					Public Works		More specific than E.16	Yes	Hold Annual Workshop #2 in early November to solicit public input on the Program BMPs and Measurable Goals	Cease	Hold a public workshop to discuss Annual Report and program effectiveness	No demonstrable water quality improvements were realized by this BMP over 7 years. Few comments were received from implementing this BMP. No changes to the Program were implemented as the result of these comments and is thus ineffective
298	E.16.d	Implementation Level		Permittees involved in a regional program may coordinate with other members to identify reporting responsibility.	2014	1	√	√	√	√	√	Public Works	Both (MRSWMP)	X	no	X	X	X	

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT TO PROVIDE PROFESSIONAL SERVICES is made and entered into on 3/22/13 by and between MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, hereinafter referred to as "AGENCY," and APPLIED MARINE SCIENCES, Inc. a Corporation, hereinafter referred to as "PROFESSIONAL," as follows:

### **SECTION I: ADHERENCE TO TERMS OF AGREEMENT**

AGENCY intends to literally interpret and strictly apply all terms and conditions of this Agreement. All approvals that are required to be in writing must be in writing to be valid and binding. PROFESSIONAL is encouraged to raise to AGENCY any questions with regard to interpretation or applicability of any provision of this Agreement before undertaking the work and to do so in a timely manner in order to avoid any delays in performing work assignments.

The AGENCY is the Program Administrator for the Central Coast Areas of Special Biological Significance Regional Monitoring Program (CC ASBS RMP). In accordance with the Memorandum of Agreement establishing the CC ASBS RMP, the Management Committee shall provide technical oversight and establish timelines and budgets for completion of Program tasks by Budget Component as specified in the MOA. The AGENCY shall follow the provisions of the Memorandum of Agreement in addition to this agreement.

### **SECTION II: EMPLOYMENT**

AGENCY hereby employs PROFESSIONAL, as an independent contractor to furnish the professional services covered by this Agreement, and the Requests for Service issued under it, in accordance with the terms and conditions set forth below, and PROFESSIONAL hereby accepts such employment.

### **SECTION III: WORK ASSIGNMENTS**

It is the intent of AGENCY and PROFESSIONAL to authorize the performance of work under this Agreement by executing a series of written work assignments setting forth the specific description, scope, and costs of the work to be performed. Such assignments shall be called "Requests For Service" (RFS) and shall be numbered consecutively. Each RFS, upon execution by PROFESSIONAL and by AGENCY, shall become and be considered as a part of this Agreement, and all provisions herein shall apply to said RFSs. The RFS form to be used is contained in Attachment A to this Agreement.

#### SECTION IV: TIME OF PERFORMANCE

- A. General - Time is of the essence on the work of the RFSs issued under this Agreement. Therefore, PROFESSIONAL shall perform its services in a timely manner. Specific performance times shall be specified for each individual RFS under this Agreement. PROFESSIONAL shall make every reasonable effort, including assigning of additional personnel to the work and/or working overtime, to complete the authorized work within these stipulated time periods. The taking of such additional measures to complete the work within the stipulated time periods will not entitle PROFESSIONAL to additional compensation, if the work is being performed under the Lump Sum Payment Method, except as provided for in Section V, Paragraph B. It is understood that PROFESSIONAL began work towards the implementation of said Agreement upon notice of contract award on or about February 14, 2013 from AGENCY.
- B. Subcontracted Services - For subcontracted services PROFESSIONAL shall contract for and schedule such services in a timely fashion in accordance with the requirements of the work, and shall be fully responsible for the cost, performance and quality of all work performed by its subcontractors.
- C. Extensions of Time - The time of performance established for a particular RFS may be extended at any time prior to completion of the work by mutual agreement in writing between AGENCY and PROFESSIONAL.

#### SECTION V: COMPENSATION

- A. General - AGENCY and PROFESSIONAL shall negotiate the costs and fees for each specific RFS. The method of payment of said costs and fees for this RFS is a Not-to-Exceed fee. The method of payment will depend on the specific conditions, the scope of work, and the services to be performed for each specific RFS. Any tasks beyond the scope of work attached to this RFS shall require approval by the ASBS RMP Management Committee and a separate RFS.
- B. Not-to-Exceed - The fee for the “Project” is a not-to-exceed fee broken out for each separate task item identified within the RFS provided in March 2013 by Agency to Professional.
- C. Terms of Payment - PROFESSIONAL shall invoice AGENCY monthly for work completed during the previous month. Upon receipt, Agency shall forward all invoices to the Members of the Central Coast ASBS Regional Monitoring Program

Member Entities for review and consideration. All invoices shall be due and payable within thirty (30) days of the date of receipt by Agency, provided all costs included in the invoice are adequately supported by documentation accompanying the invoice for each task within the scope of work by Budget Component in the ASBS RMP MOA. If payment is not made within sixty (60) days of the date of receipt by Agency, interest on the unpaid balance will accrue beginning with the sixty-first day at the rate of 1.0 percent per month, or the maximum interest rate permitted by law, whichever is the lesser. Such interest shall become due and payable at the time said overdue payment is made.

- D. Penalty for Late Performance - The PROFESSIONAL is not responsible for delays in the schedule caused by events outside PROFESSIONAL's reasonable control. However, in the event PROFESSIONAL fails to properly complete work within thirty (30) days of the date such work is due (pursuant to schedules developed in accordance with Section IV of this Agreement), because of events within PROFESSIONAL's reasonable control, AGENCY SHALL reduce the total compensation established for the work of that RFS by ten percent (10%). Said reduction shall be deemed liquidated damages for the untimely performance of work required by this Agreement. PROFESSIONAL shall be deemed to have waived any claim for such amount by reason of his failure to perform in a timely fashion.

#### SECTION VI: TERMINATION

Notwithstanding the above, AGENCY reserves the right to terminate any RFS to this Agreement at any time prior to the completion of the services to be furnished by PROFESSIONAL under said RFS by giving a written Notice of Termination to PROFESSIONAL, in which event AGENCY shall pay PROFESSIONAL only for work done and direct costs incurred by PROFESSIONAL under said RFS prior to receipt of such notice of termination. Such costs will include reasonable costs to bring the work to a halt, and costs to deliver to AGENCY the documentation described in the following paragraph. Termination of a particular RFS will not affect any other operative RFS.

Upon receipt of a Notice of Termination, PROFESSIONAL shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver to AGENCY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by PROFESSIONAL in performing work under this Agreement, whether completed or in process.

Upon termination AGENCY may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by AGENCY for completion will be completed at AGENCY's risk, and AGENCY will hold harmless PROFESSIONAL from all claims and damages arising out of improper use of PROFESSIONAL's work.

#### SECTION VII: AGENCY LIABILITY

PROFESSIONAL understands that this Agreement is with AGENCY alone, and that none of the members of AGENCY are liable for any sums which may be payable hereunder, or for any debts of AGENCY.

#### SECTION VIII: CHANGES

AGENCY may, at its discretion and from time to time, revise, correct, or modify the work to be performed under an RFS. All such changes shall be made formally and in writing to PROFESSIONAL. PROFESSIONAL shall comply with such changes. Should PROFESSIONAL determine that said changes will result in an increase or decrease in costs to PROFESSIONAL, these costs shall be evaluated by AGENCY and PROFESSIONAL for negotiation as to adjustment in the compensation due to PROFESSIONAL, and written agreement as to said adjustment shall be reached between the parties prior to commencement of any work that will cause an increase or decrease in PROFESSIONAL's costs. Any increased costs in excess of the Total Price incurred by PROFESSIONAL prior to execution of a written agreement covering said increased costs shall not be compensable.

#### SECTION IX: DUTIES OF AGENCY

AGENCY agrees to perform duties in connection with this Agreement and RFS issued under it as follows:

- A. To assist PROFESSIONAL in obtaining any available information concerning location and details of facilities under control of AGENCY that may affect the work of an RFS, and to render reasonable assistance to PROFESSIONAL;
- B. To examine within a reasonable time so as not to delay the work of PROFESSIONAL, all studies, reports, sketches, drawings, specifications, cost estimates, proposals and other documents presented by PROFESSIONAL to AGENCY for such purpose;
- C. To give prompt written notice to PROFESSIONAL whenever AGENCY observes or otherwise becomes aware of any defect in the work of PROFESSIONAL;

## SECTION X: DATA FURNISHED BY AGENCY

For the purpose of aiding PROFESSIONAL in the performance of its obligations under this Agreement and RFS issued under it, AGENCY shall furnish PROFESSIONAL all relevant data in its possession and shall render all reasonable assistance to PROFESSIONAL in connection with its performance hereunder. AGENCY is responsible for the reasonable correctness of data so furnished, but it shall likewise be the responsibility of PROFESSIONAL to apply reasonable caution in its use and interpretation of the data and to promptly advise AGENCY of any incorrectness or suspected incorrectness in the data furnished.

AGENCY shall provide to PROFESSIONAL in a timely manner all materials, decisions, and direction which are necessary to the progress of the work and which are basically the prerogative of AGENCY, but which PROFESSIONAL is not required to determine or provide under the terms of this Agreement.

## SECTION XI: RESPONSIBILITIES OF PROFESSIONAL

PROFESSIONAL is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. PROFESSIONAL shall follow professional practices to make findings, opinions, factual presentations, and professional advice and recommendations.

PROFESSIONAL's review or supervision of work prepared or performed by other individuals or firms employed directly by AGENCY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by PROFESSIONAL under this Agreement. PROFESSIONAL shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

PROFESSIONAL shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement and in accordance with this Agreement.

PROFESSIONAL will not publish, release and/or divulge any information, data and/or findings from services related to the scope of this Agreement to any third party without the prior written consent of AGENCY, or as required by the Scope of Work concerning uploading of data to required State of California water quality databases such as CEDEN or SWAMP. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, any party may publish data after due notice and submission of the proposed manuscripts to the other parties. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

All data produced and/or compiled by PROFESSIONAL shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of AGENCY. All financial, statistical, personal, technical, and other data and information relating to the AGENCY'S operations which is made available to the PROFESSIONAL in order to carry out this Agreement shall be presumed to be confidential. PROFESSIONAL shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures, as the AGENCY requires of its own personnel. The PROFESSIONAL shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the PROFESSIONAL'S possession, is independently developed by the PROFESSIONAL outside the scope of the Agreement or is rightfully obtained from third parties.

Approval by AGENCY of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve PROFESSIONAL of responsibility for the technical adequacy of his work. Neither AGENCY's review, approval or acceptance of, nor payment for, any of the services rendered under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

PROFESSIONAL shall be and remain liable in accordance with applicable law for all damages to AGENCY caused by PROFESSIONAL's negligent performance of any of the services furnished under this Agreement. The only exception in this regard will be for errors, omissions or other deficiencies to the extent attributable to AGENCY, AGENCY-furnished data or any third party not under the control of PROFESSIONAL. PROFESSIONAL shall not be responsible for any time delays in the project caused by circumstances beyond PROFESSIONAL's control.

## SECTION XII: SUBCONTRACT

AGENCY has entered into this Agreement in order to receive the professional services of PROFESSIONAL. PROFESSIONAL will therefore not make an assignment to a third party of all or any portion of the services required of PROFESSIONAL under this Agreement and RFSs thereto without first obtaining the written consent of AGENCY or as identified in Professional's proposal, included in any heretofore RFS, or as identified in any cost proposal submitted and accepted by AGENCY. PROFESSIONAL may, however, make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of PROFESSIONAL, enhance the quality of its service to AGENCY under this Agreement provided, however, that any such additional assistants, part-time or otherwise, shall be considered employees of PROFESSIONAL or of PROFESSIONAL's subcontractor(s), and the responsibility for same shall rest with PROFESSIONAL.

## SECTION XIII: INDEPENDENT PROFESSIONAL

PROFESSIONAL shall perform the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The employees of PROFESSIONAL shall not be deemed to be the employees of AGENCY, and AGENCY shall have no right to control the physical conduct of PROFESSIONAL's employees.

## SECTION XIV: USE OF DOCUMENTS

For all work performed under this Agreement and all RFSs thereto, PROFESSIONAL shall provide to AGENCY copies of all plans, drawings, specifications, studies, reports, analyses, calculations, and all other work products and supporting documentation developed in the course of performing the work authorized by these agreements. The costs for reproducing, assembling, and delivering said copies of these documents to AGENCY shall be considered to have been included in the price for performing each RFS, whether or not specifically stated therein. Unless stated otherwise in the RFS, one paper copy, and the electronic file on disc or on CD (e.g. in MS Word, MS Excel, etc.), of each document shall be provided by PROFESSIONAL to AGENCY. AGENCY shall have the right, and permission of PROFESSIONAL, to use any such document for any purpose which AGENCY deems appropriate. Use of documents for other than their intended purpose shall be at AGENCY's risk. AGENCY shall hold PROFESSIONAL harmless from all claims and damages arising out of improper use of said documents.

#### SECTION XV: AMENDMENTS AND SCOPE OF AGREEMENT

AGENCY hereby reserves the right to amend the provisions of this Agreement from time to time as may be in the best interest of AGENCY. Such amendments, upon acceptance by PROFESSIONAL and by AGENCY, shall become and be considered as part of this Agreement, and all provisions herein shall apply to such amendments.

This Agreement constitutes the entire agreement between the parties relative to the subject matters hereof, and no modifications thereof shall be effective unless and until such modifications are evidenced by written amendments, signed by both parties, to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement which are not actually contained in the Agreement, except those expressly contained in such written amendments.

#### SECTION XVI: SUCCESSORS AND ASSIGNS

This Agreement and all amendments thereto shall be binding upon and inure to the benefit of any successors and assigns of the respective parties hereto.

#### SECTION XVII: ATTORNEYS' FEES

If any legal action is necessary to enforce or interpret the terms or provisions of this Agreement and all amendments thereto, and the respective rights and duties of the parties hereunder, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he may be entitled.

#### SECTION XVIII: JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in this state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

#### SECTION XIX: INSURANCE

PROFESSIONAL shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PROFESSIONAL, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

PROFESSIONAL shall maintain the types of insurance with limits no less than those set forth below, and having no deductibles, except as noted.

The coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. For architects and engineers this coverage shall be endorsed to include contractual liability.

Required coverage:

1. General Liability Insurance: Combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease. If PROFESSIONAL has no employees, this coverage is not required.
4. Workers' Compensation Insurance: As required by the State of California.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by AGENCY before any work under this Agreement is performed.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to AGENCY.

D. Verification of Coverage

PROFESSIONAL shall furnish AGENCY with original certificates and amendatory endorsements effecting coverage required by this section. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by AGENCY before work commences. If this is not possible due to time constraints prior to commencement of work, PROFESSIONAL may initially furnish Certificates of Insurance in lieu of endorsements, as long as the endorsements are provided within forty-five (45) days from the date of execution of this Agreement.

E. Subcontractors

PROFESSIONAL shall include all subcontractors as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, or as approved by AGENCY.

SECTION XX: INDEMNIFICATION

PROFESSIONAL shall indemnify and hold harmless AGENCY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recoverable against it or them by reason of any negligent act, negligent error, or negligent omission of PROFESSIONAL, his agents, or employees for work performed under this Master Agreement.

SECTION XXI: WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

- |                  |  |
|------------------|--|
| A. AGENCY:       | General Manager<br>Monterey Regional Water<br>Pollution Control Agency<br>5 Harris Court, Building D<br>Monterey, CA 93940 |
| B. PROFESSIONAL: | Dane Hardin<br>Vice President<br>Applied Marine Sciences, Inc.<br>911 Center Street, Suite A<br>Santa Cruz, CA 95060       |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement consisting of fourteen (14) pages and one (1) Attachment in duplicate on the date hereinabove written.

AGENCY

MONTEREY REGIONAL WATER  
POLLUTION CONTROL AGENCY

By \_\_\_\_\_  
Keith E. Israel  
General Manager/Secretary  
to the Board of Directors

PROFESSIONAL

APPLIED MARINE SCIENCES

By \_\_\_\_\_  
Dane Hardin  
Vice President

ATTACHMENT A

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY  
REQUEST FOR SERVICE

**DATE:** March 20, 2013

**RFS NO.** 2013- 1  
*(To be filled in by AGENCY)*

**TO:** Dane Hardin, Applied Marine Sciences

**FROM:** Douglas Dowden, MRWPCA

**Services Needed and Purpose:**

Professional shall provide storm water and receiving water monitoring during the 2013 – 2014 and 2014 – 2015 storm seasons, covering an area from Big Sur, in Monterey County, to Pt. Reyes, in Marin County. This Scope of Work shall include a technical program element which shall include: core monitoring and receiving water and reference site monitoring, mooring field operations site monitoring and general requirements as specified within the Scope of Work detailed herein.

**Completion Date:** June 2015

**Method of Compensation:** Not-to-Exceed (As defined in Section V of Agreement.)

**Total Price** Authorized by this RFS: \$1,365,253.00 (Cost is authorized only when evidenced by signature below.)

**Total Price** may not be exceeded without prior written authorization by AGENCY in accordance with Section V. COMPENSATION.

**Requested by:** Douglas Dowden  
Stormwater Program Manager

Date: 5/23/13

**Authorized by:** \_\_\_\_\_ Date: \_\_\_\_\_  
AGENCY General Manager

**Agreed to by:** \_\_\_\_\_ Date: \_\_\_\_\_

PROFESSIONAL

### **Detailed Scope of Work for RFS No.2013-1:**

The Central Coast ASBS Regional Monitoring Program will be implemented during the 2013–2014 and 2014-2015 storm seasons and includes most ASBS responsible parties<sup>1</sup> on the Central Coast, covering an area from Big Sur, in Monterey County, to Pt. Reyes, in Marin County. This Scope of Work for the Central Coast ASBS Regional Monitoring Program has been approved by staff from State and Regional Water Boards, as well as the responsible parties discharging storm water into Areas of Special Biological Significance (ASBS).

## **II. Technical Program**

In all specifications for storm water and receiving water monitoring that follow, the minimum requirement for a storm shall satisfy the criteria specified in the Special Protections (i.e., >0.10 inches of rainfall resulting in runoff, >72 hours from the previous storm). Moreover, every attempt shall be made to satisfy the criteria for storm runoff monitoring conducted by the Monterey Bay National Marine Sanctuary (i.e., sheeting water on roadways, heavy flow through the storm drain system and conductivity levels less than 1000 micro Siemens ( $\mu$ S) and declining) and ensure sufficient time after the initiation of rainfall to allow for time of concentration to include flow runoff from all parts of the catchment or watershed.

This Scope of Work covers monitoring requirements specified in the Special Protections for 12 participants<sup>1</sup> designated as Responsible Parties, as follows:

- Marin County
- San Mateo County
- Monterey Bay Aquarium
- Hopkins Marine Station
- City of Monterey
- City of Pacific Grove
- Carmel by the Sea
- Pebble Beach Company
- Monterey County
- Caltrans

While the City of Monterey is a Responsible Party, it does not operate any storm runoff outfalls of its own that drain into an ASBS. It does, however, contribute runoff to an ASBS outfall operated by the City of Pacific Grove. Storm water, sediment, receiving water and reference site monitoring will be performed under this Scope of Work for Monterey Bay Aquarium and Hopkins Marine Station in compliance with the individual Draft Mitigated Negative Declaration documents issued to each. These two participants have other monitoring requirements for seawater discharges that are being performed outside this Scope of Work.

### **A. Core Monitoring**

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<sup>1</sup> It should be noted that two participants, National Park Service and California Department of Parks and Recreation, did not commit to participation in the Central Coast regional program. These State and Federal Agencies may contract separately to implement their monitoring requirements, but with a commitment that they use the same monitoring design, laboratories for sample analysis and provide their data for analysis with the other participants.

### 1. Runoff Flow Measurements

Total annual storm runoff from each participant shall be estimated (modeled) by using measured rainfall and the amount of impervious area (to be provided by each participant) in each catchment. Targeted ground-truth measurements will be made to calibrate the model. This runoff modeling will permit estimates of total annual and event-specific loads for each participant.

### 2. Discharge Monitoring

All outfalls  $\geq 18$  inches shall be sampled, as follows:

- a. 1 storm in each of 2 years, except for discharges at receiving water sites, which shall be sampled in the same 3 storms sampled for receiving water;
- b. Each sample shall be analyzed for oil and grease, total suspended solids and fecal indicator bacteria;
- c. Annual samples (1 storm in each year) shall be analyzed for critical life stage chronic toxicity with a sea urchin using salted-up water.

All samples from outfalls  $\geq 36$  inches shall be sampled, as follows:

- a. 1 storm in each of 2 years, except for discharges at receiving water sites, which shall be sampled in the same 3 storms each year that are sampled for receiving water;
- b. Each sample shall be analyzed for oil and grease, total suspended solids and fecal indicator bacteria, California Ocean Plan trace metals, polynuclear aromatic hydrocarbons, organophosphorous pesticides, pyrethroid pesticides and nutrients (ammonia, nitrate, urea and phosphate);
- c. Annual samples (1 storm in each year) shall be analyzed for critical life stage chronic toxicity with a sea urchin test using salted-up discharge water.

## **B. Receiving Water and Reference Monitoring**

### 1. Receiving Water Monitoring

Receiving water (receiving water = in the surf zone at the point of contact between runoff and the ocean) at 11 large storm water outfalls selected to represent worst-case conditions shall be sampled as follows:

- a. Samples shall be collected before and during 3 storms in each of 2 years;
- b. Each sample shall be analyzed for oil and grease, total suspended solids, fecal indicator bacteria, California Ocean Plan trace metals, polynuclear aromatic hydrocarbons, organophosphorous pesticides, pyrethroid pesticides and nutrients (i.e., nitrate, ammonia, urea, orthophosphate);
- c. Samples collected during storms shall be analyzed for critical life stage chronic toxicity with 3 marine species (sea urchin, mussel and giant kelp).

Specific locations of outfalls to be monitored are as follows:

>18"	>36"	Responsible Party	Location	Longitude	Latitude	Nearest SWRCB Site		
						ID	Longitude	Latitude
	X <sup>a</sup>	Marin County	Trailhead at Agate Beach	-122.71059	37.89749	DUX009	-122.71058	37.89757
X		San Mateo County	Maritime Walk	-122.517537	37.531153	FIT012	-122.51756	37.53115
X		San Mateo County	Juliana	-122.516679	37.529092	FIT015	-122.51667	37.52915
X		San Mateo County	Distillery	-122.513269	37.517706	FIT028	-122.51355	37.51789
X		San Mateo County	Madrone	-122.511592	37.514237	FIT029	-122.51067	37.51246
	X <sup>a</sup>	San Mateo County	Weinke Way	-122.516958	37.528645	FIT016	-122.5173	37.5282
	X <sup>a</sup>	Pacific Grove	Lover's at Ocean View	-121.91614	36.6246	PCG120	-121.91613	36.6246
X		Pacific Grove	Ocean View between Fountain Avenue and 15th Street	-121.914835	36.62381	PCG215	-121.91484	36.62378
	X <sup>a b</sup>	Pacific Grove	Ocean View between 12th Street and 13th Street	-121.913831	36.622873	PCG219	-121.91381	36.62281
	X	Pacific Grove	Ocean View at 15th Street	-121.91472	36.62339	PCG217	-121.91472	36.62339
X		Pacific Grove	Ocean View between Clyte Street and Naiad Street	-121.919561	36.627369	PCG069	-121.91955	36.62735
X		Pacific Grove	Northwest corner of Lover's Point Park at Ocean View Boulevard	-121.916596	36.626648	PCG098	-121.91657	36.6266
X		Pacific Grove	Grand Avenue at Ocean View	-121.914835	36.62381	PCG215	-121.91484	36.62378
X		Pacific Grove	8th Street at Ocean View	-121.910348	36.621624	PCG229	-121.91036	36.62162
X	X <sup>a c</sup>	Pacific Grove	Ocean View at the Hopkins Marine Laboratory Stanford University	-121.90305	36.61897	PCG257 PCG258	-121.90305	36.61897
X		Pacific Grove	At Ocean View between 7th Street and 5th Street	-121.909634	36.621125	PCG230	-121.90995	36.62115
	X <sup>a</sup>	County of Monterey	TBD (12")	-121.93286	36.54439	CAR029	-121.93286	36.54439
	X <sup>a</sup>	Carmel	4 <sup>th</sup> Avenue	-121.93075	36.55610	CAR062	-121.93075	36.55605
X		Carmel	Ocean Avenue	-121.93030	36.55502	CAR061	-121.93033	36.55501
X		Carmel	8 <sup>th</sup> Avenue	-121.92940	36.55250	CAR059	-121.92933	36.55275
X		Carmel	10 <sup>th</sup> Avenue	-121.92898	36.55007	CAR050	-121.92904	36.55003
X		Carmel	11 <sup>th</sup> Avenue	-121.92877	36.54883	CAR046	-121.92877	36.54881
X		Carmel	13 <sup>th</sup> Avenue	-121.92903	36.54641	CAR037	-121.9291	36.5464
X		Carmel	parking lot at Del Mar near Ocean Avenue	-121.93003	36.55442	CAR060	-121.93006	36.55439
X		Carmel	9 <sup>th</sup> Avenue	-121.92890	36.55117	CAR055	-121.92891	36.55117

>18"	>36"	Responsible Party	Location	Longitude	Latitude	Nearest SWRCB Site		
						ID	Longitude	Latitude
X		Carmel	Scenic Road & Santa Lucia Avenue	-121.92962	36.54552	CAR093	-121.92968	36.54547
X		Carmel	12 <sup>th</sup> Avenue	-121.92857	36.54765	CAR044	-121.92854	36.54767
X		Pebble Beach Company	Stillwater Pier	-121.942739	36.566625	CAR279	-121.94274	36.56655
X		Pebble Beach Company	18 <sup>th</sup> Fairway PBGL	-121.948014	36.567247	CAR299	-121.94803	36.5672
X		Pebble Beach Company	18 <sup>th</sup> Green PBGL / Lodge	-121.950131	36.567372	CAR221	-121.9501	36.56738
	X <sup>a</sup>	Pebble Beach Company	18 <sup>th</sup> Green PBGL / Lodge	-121.950097	36.567383	CAR220	-121.95001	36.56741
	X	Pebble Beach Company	9 <sup>th</sup> Green PBGL	-121.933397	36.560394	CAR076	-121.93337	36.5603
X <sup>a</sup>		Caltrans	Fitzgerald	-122.51771	37.53154	FIT011	-122.51771	37.53154
	X	Caltrans	Año Nuevo	-122.29297	37.10714	ANO035	-122.29297	37.10714
	X	Caltrans	Año Nuevo	-122.297	37.11084	ANO034	-122.297	37.11084
	X	Caltrans	Año Nuevo	-122.29764	37.1113	ANO032	-122.29764	37.1113
	X <sup>a</sup>	Caltrans	Año Nuevo	-122.29881	37.11202	ANO033	-122.29881	37.11202
	X	Caltrans	Año Nuevo	-122.30121	37.11334	ANO030	-122.30121	37.11334
	X	Caltrans	Carmel Bay	-121.9247	36.52453	CAR007	-121.9247	36.52453
X		Caltrans	Carmel Bay	-121.92457	36.52469	CAR026	-121.92457	36.52469

<sup>a</sup> = Sites selected for discharge receiving water monitoring

<sup>b</sup> = Monitoring of this site will be shared between the cities of Pacific Grove and Monterey

<sup>c</sup> = Monitoring of this site will be shared among Pacific Grove, Monterey Bay Aquarium and Hopkins Marine Station

2. Reference Site Monitoring – This component was eliminated from the original Scope of Work per Addendum 2 of the Request for Proposals dated 1/29/13.

### 3. Biological Monitoring

Recent studies have examined whether rocky intertidal communities vary in response to storm water discharges. Initial results from southern California suggest that 2 out of 11 discharge sites exhibited community composition and abundances that could be consistent with storm water discharges (Raimondi *et al.*, 2012). Consequently, monitoring of rocky intertidal communities shall be part of this program. The community structure in rocky intertidal habitats shall be measured once at 6 sites near ASBS storm water discharges and at 2 reference sites. Sampling shall involve point-contact estimates of substrate coverage by species along transects from the high intertidal zone to the low intertidal zone. Biological monitoring sites have been selected in consultation among permittees and regulatory agencies with consideration for the locations of sites with existing data.

Rocky intertidal communities will be sampled at the following sites:

ASBS	Sampling Site Name
Año Nuevo Point and Islands ASBS	Año Nuevo
Carmel Bay ASBS	Stillwater
Duxbury Reef ASBS	Bolinas Point
James V. Fitzgerald Marine Reserve ASBS	Fitzgerald Marine Reserve
Pacific Grove ASBS	Hopkins
Point Lobos Ecological Reserve ASBS	Point Lobos
Reference	Santa Maria Creek
Reference	Pigeon Point

### 4. Bioaccumulation Monitoring

California mussels are known to accumulate concentrations of pollutants in their tissues to concentrations much higher than found in the surrounding water. Consequently, they have been widely applied in studies of water quality status and trends (e.g., CCLEAN, 2012; Davis *et al.*, 1999). Consequently, concentrations of contaminants shall be measured in resident mussels from sites near ASBS storm water discharges and from reference sites distant from urbanized ASBS areas utilizing existing programs, wherever possible, as follows:

- a. Population composites of mussels of roughly uniform shell length shall be collected from each of 7 sites.
- b. Each composite shall be thoroughly homogenized and analyzed for polynuclear aromatic hydrocarbons, polychlorinated biphenyls, polybrominated diphenyl ethers, chlorinated pesticides, pyrethroid pesticides and Lomefloxacin. These analytes are slightly different from those measured in sections A and B and, except for pyrethroids and Lomefloxacin, are consistent with those measured by CCLEAN.

The following sites will be sampled for bioaccumulation:

Sites
Point Reyes
Scott Creek
Laguna Creek

<b>Sites</b>
41 <sup>st</sup> Avenue, Capitola
Lovers Point
Fanshell Overlook, 17-Mile Drive
Carmel River Beach
Total = 7

### **C. Mooring Field Operations (Pebble Beach Company only)**

#### 1. Receiving Water

Ocean receiving water at the mooring facility shall be sampled as follows:

- a. Samples shall be collected monthly from May through October on a high use weekend in each month.
- b. Samples shall be analyzed for Ocean Plan indicator bacteria, residual chlorine, copper, zinc, grease and oil, methylene blue active substances (MBAS), and ammonia nitrogen.

#### 2. Sediments

Subtidal sediment shall be sampled, as follows:

- a. Samples shall be collected annually from within the mooring field and below the pier.
- b. Samples shall be analyzed for Ocean Plan Table 1 metals (for marine aquatic life beneficial use), acute toxicity (using *Eohaustorius estuarius*), PAHs, and tributyltin.

### **D. General Requirements**

#### 1. Ensure Data Quality

- a. All sampling and analysis shall conform to a Sampling and Analysis Plan (SAP) and to a Quality Assurance Program Plan (QAPP) that are consistent with requirements of the State of California Surface Water Ambient Monitoring Program (SWAMP). At a minimum, sampling shall be conducted so as to ensure that samples are representative of the site and matrix being sampled and to minimize the introduction of extraneous contamination into samples. Ultra-clean techniques shall be used for collection samples to be analyzed for organic contaminants and trace metals.
- b. Samples of the same type shall all be performed by the same laboratory and shall include appropriate lab blanks, certified reference materials, matrix spikes and matrix spike duplicates and reporting limits shall equal or be lower than those required by SWAMP.
- c. An audit will be prepared describing laboratory performance relative to data quality objectives prescribed in the QAPP.

#### 2. Ensure data availability

All chemical data will be uploaded to the California Environmental Data Exchange Network annually.

### 3. Reporting

Annual reports shall be delivered within 6 months of the completion of laboratory analyses. At a minimum, annual reports shall include a complete description of sampling methods, sites and analytical methods and analysis of data, including comparison of data from discharges and their respective receiving water sites with those from reference sites and the California Ocean Plan and shall be comparable to Schiff *et al* (2011). The annual report for the second year will be cumulative, including analysis of all data from both years to provide a characterization of storm water discharges and their effects on receiving water quality in Areas of Special Biological Significance.

### 4. Areas of Special Biological Significance Included

Storm runoff from program participants flows into the following ASBS:

- County of Marin
  - Duxbury Reef ASBS
- County of San Mateo
  - James V. Fitzgerald ASBS
- Monterey Bay Aquarium
  - Pacific Grove ASBS
- Hopkins Marine Station
  - Pacific Grove ASBS
- City of Monterey
  - Pacific Grove ASBS
- City of Pacific Grove
  - Pacific Grove ASBS
- City of Carmel
  - Carmel Bay ASBS
- Pebble Beach Company
  - Carmel Bay ASBS
- County of Monterey
  - Carmel Bay ASBS
- Caltrans
  - James V. Fitzgerald ASBS
  - Año Nuevo ASBS
  - Carmel Bay ASBS

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT TO PROVIDE PROFESSIONAL SERVICES is made and entered into on February 1, 2011 by and between MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, hereinafter referred to as "AGENCY," and SAVE THE WHALES, a 501(c)(3) Non-Profit Educational Organization, hereinafter referred to as "PROFESSIONAL," as follows:

### SECTION I: ADHERENCE TO TERMS OF AGREEMENT

AGENCY intends to literally interpret and strictly apply all terms and conditions of this Agreement. All approvals which are required to be in writing must be in writing to be valid and binding. PROFESSIONAL is encouraged to raise to AGENCY any questions with regard to interpretation or applicability of any provision of this Agreement before undertaking the work.

### SECTION II: EMPLOYMENT

AGENCY hereby employs PROFESSIONAL, as an independent contractor to furnish the professional services covered by this Agreement, and the Requests for Service issued under it, in accordance with the terms and conditions set forth below, and PROFESSIONAL hereby accepts such employment.

### SECTION III: WORK ASSIGNMENTS

It is the intent of AGENCY and PROFESSIONAL to authorize the performance of work under this Agreement by executing a series of written work assignments setting forth the specific description, scope, and costs of the work to be performed. Such assignments shall be called "Requests For Service" (RFS) and shall be numbered consecutively. Each RFS, upon execution by PROFESSIONAL and by AGENCY, shall become and be considered as a part of this Agreement, and all provisions herein shall apply to said RFSs. The RFS form to be used is contained in Attachment A to this Agreement.

### SECTION IV: TIME OF PERFORMANCE

- A. General - Time is of the essence on the work of the RFSs issued under this Agreement. Therefore, PROFESSIONAL shall perform its services in a

timely manner. Specific performance times shall be specified for each individual RFS under this Agreement. PROFESSIONAL shall make every reasonable effort, including assigning of additional personnel to the work and/or working overtime, to complete the authorized work within these stipulated time periods. The taking of such additional measures to complete the work within the stipulated time periods will not entitle PROFESSIONAL to additional compensation, if the work is being performed under the Lump Sum Payment Method, except as provided for in Section V, Paragraph B.

- B. Subcontracted Services - For subcontracted services PROFESSIONAL shall contract for and schedule such services in a timely fashion in accordance with the requirements of the work, and shall be fully responsible for the performance and quality of all work performed by its subcontractors.
- C. Extensions of Time - The time of performance established for a particular RFS may be extended at any time prior to completion of the work by mutual agreement in writing between AGENCY and PROFESSIONAL.

#### SECTION V: COMPENSATION

- A. General - AGENCY and PROFESSIONAL shall negotiate the costs and fees for each specific RFS. The method of payment of said costs and fees shall be either on a lump-sum basis, on a cost-plus-a-fixed-fee basis, or on a time-and-expense basis. The method of payment will depend on the specific conditions, the scope of work, and the services to be performed for each specific RFS.
- B. Projected Cost Overruns Under Cost-Plus-a-Fixed-Fee or Time-and-Expense Payment Methods - If, at any time in the performance of the work of a specific RFS under the Cost-Plus-a-Fixed-Fee or Time-and-Expense payment methods, PROFESSIONAL has reason to believe that the costs which it expects to incur to complete the work of that RFS will exceed the total amount authorized for that RFS, PROFESSIONAL shall notify AGENCY in writing to that effect. The notice shall:
  - (1) State the reason(s) why PROFESSIONAL anticipates a cost overrun;

- (2) State the estimated amount of additional funds beyond the total amount currently authorized that will be required to complete the work authorized by the RFS; and
- (3) Provide recommendations of how the overrun can be avoided;

If, after such notification, additional funds are not allotted, AGENCY will, if required in writing by PROFESSIONAL, terminate the work of that particular RFS pursuant to the provisions in Section VI, TERMINATION.

- C. Lump-Sum Payment Method - AGENCY may elect to pay PROFESSIONAL a lump sum Total Price amount to be determined for a specific RFS. In addition to this lump sum amount, a Special Services allowance, as defined in this section, may also be established.
1. Lump Sum Total Price - PROFESSIONAL shall perform all work authorized by a lump sum type of RFS for the lump sum Total Price amount. No additional payments for said work will be requested by PROFESSIONAL or authorized by AGENCY, unless both parties agree that there is additional work, beyond the scope of services authorized by the RFS, which must also be performed. Before any such additional work is undertaken, AGENCY and PROFESSIONAL shall execute a separate amendment to the RFS setting forth the scope and costs of the additional work to be performed.
  2. Special Services Allowance - To cover unforeseen circumstances, AGENCY and PROFESSIONAL may negotiate a Special Services allowance. PROFESSIONAL shall provide AGENCY with written notification stating the reasons for requiring the utilization of any or all of the Special Services allowance. No utilization of any portion of the allowance shall occur without the prior written approval of the AGENCY. Special Services costs will be charged in accordance with the Time-and-Expense Payment Method as defined in Paragraph D of this section.
- D. Cost-Plus-A-Fixed-Fee Payment Method - AGENCY may elect to pay PROFESSIONAL on a cost-plus-a-fixed-fee basis which shall be the sum of

(1) Direct Salaries, (2) Overhead Costs, (3) Direct Non-Salary Expenses, and (4) A Fixed Fee.

1. Direct Salaries - Shall be the amount paid by PROFESSIONAL to its employees for time directly chargeable to a given RFS, exclusive of costs for fringe benefits for said employees and other payroll costs not paid to the employee.
2. Overhead Cost - Shall be a percentage of the Direct Salaries. The percentage to be charged shall be negotiated between AGENCY and PROFESSIONAL, and it shall be stipulated in each RFS for which this type of payment method will be used.
3. Direct Non-Salary Expenses - Shall be all identifiable costs directly chargeable to each RFS including, but not limited to: travel and subsistence expenses; work subcontracted to others; reproduction of plans, specifications, reports and other documents; equipment rental; and, drafting and stenographic supplies used in the work. The chargeable rate for automobile mileage for the work to be performed under this shall be stated in the RFS.
4. Fixed Fee - Shall be a fixed amount for interest on invested capital, readiness to serve, and profit. A fixed fee shall be established for each specific RFS for which the cost-plus-a-fixed-fee payment method will be used. This fixed fee will not change regardless of whether the Total Estimated Cost is greater than or less than the actual costs, unless both parties agree that there has been a change in scope. In such instance, the fixed fee will be renegotiated.
5. Total Estimated Cost - Is the sum of categories (1), (2), and (3) above.
6. Total Price - Is the sum of categories (1), (2), (3), and (4) above.
7. Invoices - Invoices shall include the costs incurred in categories (1), (2), and (3), plus a proportionate amount of the category (4) Fixed Fee.

- E. Time-and-Expense Payment Method - For tasks for which the scope of work is not readily definable, AGENCY may elect to pay PROFESSIONAL on a time-and-expense basis in accordance with the PROFESSIONAL's most current Standard Schedule of Compensation. The hourly rates set forth in the Standard Schedule of Compensation shall be inclusive of all direct and indirect salary costs, overhead, fringe benefits, profit, and other costs, and shall reflect the total hourly charge for each listed job category. Other direct non-salary expenses for the performance of work authorized under the Time-and-Expense Payment Method shall be all identifiable costs directly chargeable to each RFS including, but not limited to: travel and subsistence expenses; work subcontracted to others; reproduction of plans, specifications, reports and other documents; equipment rental; and, drafting and stenographic supplies used in the work. The chargeable rate for automobile mileage for the work to be performed under this Agreement shall be stated in the RFS. Direct non-salary expenses shall be compensated for at their actual cost, unless otherwise stated in the RFS, providing they have been authorized in advance by AGENCY. A Total Price, which may not be exceeded without AGENCY's prior written approval, will be established for each specific RFS for which this payment method will be used.
- F. Terms of Payment - PROFESSIONAL shall invoice AGENCY monthly for work completed during the previous month. All invoices shall be due and payable within thirty (30) days of the date of receipt by AGENCY, provided all costs included in the invoice are adequately supported by documentation accompanying the invoice. If payment is not made within sixty (60) days of the date of receipt by AGENCY, interest on the unpaid balance will accrue beginning with the sixty-first day at the rate of 1.0 percent per month, or the maximum interest rate permitted by law, whichever is the lesser. Such interest shall become due and payable at the time said overdue payment is made.
- G. Penalty for Late Performance - The PROFESSIONAL is not responsible for delays in the schedule caused by events outside PROFESSIONAL's reasonable control. However, in the event PROFESSIONAL fails to properly complete work within thirty (30) days of the date such work is due (pursuant to schedules developed in accordance with Section IV of this Agreement), because of events within PROFESSIONAL's reasonable control, AGENCY SHALL reduce the total compensation established for the work of that RFS

by ten percent (10%). Said reduction shall be deemed liquidated damages for the untimely performance of work required by this Agreement. PROFESSIONAL shall be deemed to have waived any claim for such amount by reason of his failure to perform in a timely fashion.

#### SECTION VI: TERMINATION

Notwithstanding the above, AGENCY reserves the right to terminate any RFS to this Agreement at any time prior to the completion of the services to be furnished by PROFESSIONAL under said RFS by giving a written Notice of Termination to PROFESSIONAL, in which event AGENCY shall pay PROFESSIONAL only for work done and direct costs incurred by PROFESSIONAL under said RFS prior to receipt of such notice of termination. Such costs will include reasonable costs to bring the work to a halt, and costs to deliver to AGENCY the documentation described in the following paragraph. Termination of a particular RFS will not affect any other operative RFS.

Upon receipt of a Notice of Termination, PROFESSIONAL shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver to AGENCY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by PROFESSIONAL in performing work under this Agreement, whether completed or in process.

Upon termination AGENCY may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by AGENCY for completion will be completed at AGENCY's risk, and AGENCY will hold harmless PROFESSIONAL from all claims and damages arising out of improper use of PROFESSIONAL's work.

#### SECTION VII: AGENCY LIABILITY

PROFESSIONAL understands that this Agreement is with AGENCY alone, and that none of the members of AGENCY are liable for any sums which may be payable hereunder, or for any debts of AGENCY.

#### SECTION VIII: CHANGES

AGENCY may, at its discretion and from time to time, revise, correct, or modify the work to be performed under an RFS. All such changes shall be made formally and in

writing to PROFESSIONAL. PROFESSIONAL shall comply with such changes. Should PROFESSIONAL determine that said changes will result in an increase or decrease in costs to PROFESSIONAL, these costs shall be evaluated by AGENCY and PROFESSIONAL for negotiation as to adjustment in the compensation due PROFESSIONAL, and written agreement as to said adjustment shall be reached between the parties prior to commencement of any work that will cause an increase or decrease in PROFESSIONAL's costs. Any increased costs in excess of the Total Price incurred by PROFESSIONAL prior to execution of a written agreement covering said increased costs shall not be compensable.

#### SECTION IX: DUTIES OF AGENCY

AGENCY agrees to perform duties in connection with this Agreement and RFS issued under it as follows:

- A. To assist PROFESSIONAL in obtaining any available information concerning location and details of facilities under control of AGENCY that may affect the work of an RFS, and to render reasonable assistance to PROFESSIONAL;
- B. To examine within a reasonable time so as not to delay the work of PROFESSIONAL, all studies, reports, sketches, drawings, specifications, cost estimates, proposals and other documents presented by PROFESSIONAL to AGENCY for such purpose;
- C. To give prompt written notice to PROFESSIONAL whenever AGENCY observes or otherwise becomes aware of any defect in the work of PROFESSIONAL;

#### SECTION X: DATA FURNISHED BY AGENCY

For the purpose of aiding PROFESSIONAL in the performance of its obligations under this Agreement and RFS issued under it, AGENCY shall furnish PROFESSIONAL all relevant data in its possession and shall render all reasonable assistance to PROFESSIONAL in connection with its performance hereunder. AGENCY is responsible for the reasonable correctness of data so furnished, but it shall likewise be the responsibility of PROFESSIONAL to apply reasonable caution in its use and interpretation of the data and to promptly advise AGENCY of any incorrectness or suspected

incorrectness in the data furnished.

AGENCY shall provide to PROFESSIONAL in a timely manner all materials, decisions, and direction which are necessary to the progress of the work and which are basically the prerogative of AGENCY, but which PROFESSIONAL is not required to determine or provide under the terms of this Agreement.

#### SECTION XI: RESPONSIBILITIES OF PROFESSIONAL

PROFESSIONAL is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. PROFESSIONAL shall follow professional practices to make findings, opinions, factual presentations, and professional advice and recommendations.

PROFESSIONAL's review or supervision of work prepared or performed by other individuals or firms employed directly by AGENCY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by PROFESSIONAL under this Agreement. PROFESSIONAL shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

PROFESSIONAL shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement and in accordance with this Agreement.

Approval by AGENCY of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve PROFESSIONAL of responsibility for the technical adequacy of his work. Neither AGENCY's review, approval or acceptance of, nor payment for, any of the services rendered under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

PROFESSIONAL shall be and remain liable in accordance with applicable law for all damages to AGENCY caused by PROFESSIONAL's negligent performance of any of the services furnished under this Agreement. The only exception in this regard will be for errors, omissions or other deficiencies to the extent attributable to AGENCY, AGENCY-furnished data or any third party not under the control of PROFESSIONAL. PROFESSIONAL shall not be responsible for any time delays in the project caused by circumstances beyond PROFESSIONAL's control.

#### SECTION XII: SUBCONTRACT

AGENCY has entered into this Agreement in order to receive the professional services of PROFESSIONAL. PROFESSIONAL will therefore not make an assignment to a third party of all or any portion of the services required of PROFESSIONAL under this Agreement and RFSs thereto without first obtaining the written consent of AGENCY. PROFESSIONAL may, however, make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of PROFESSIONAL, enhance the quality of its service to AGENCY under this Agreement provided, however, that any such additional assistants, part-time or otherwise, shall be considered employees of PROFESSIONAL or of PROFESSIONAL's subcontractor(s), and the responsibility for same shall rest with PROFESSIONAL.

#### SECTION XIII: INDEPENDENT PROFESSIONAL

PROFESSIONAL shall perform the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The employees of PROFESSIONAL shall not be deemed to be the employees of AGENCY, and AGENCY shall have no right to control the physical conduct of PROFESSIONAL's employees.

#### SECTION XIV: USE OF DOCUMENTS

For all work performed under this Agreement and all RFSs thereto, PROFESSIONAL shall provide to AGENCY copies of all plans, drawings, specifications, studies, reports, analyses, calculations, and all other work products and supporting documentation developed in the course of performing the work authorized by these agreements. The costs for reproducing, assembling, and delivering said copies of these documents to AGENCY shall be considered to have been included in the price for performing each RFS, whether or not specifically stated therein. Unless stated otherwise

in the RFS, one paper copy, and the electronic file on disc or on CD (e.g. in MS Word, MS Excel, etc.), of each document shall be provided by PROFESSIONAL to AGENCY. AGENCY shall have the right, and permission of PROFESSIONAL, to use any such document for any purpose which AGENCY deems appropriate. Use of documents for other than their intended purpose shall be at AGENCY's risk. AGENCY shall hold PROFESSIONAL harmless from all claims and damages arising out of improper use of said documents.

#### SECTION XV: AMENDMENTS AND SCOPE OF AGREEMENT

AGENCY hereby reserves the right to amend the provisions of this Agreement from time to time as may be in the best interest of AGENCY. Such amendments, upon acceptance by PROFESSIONAL and by AGENCY, shall become and be considered as part of this Agreement, and all provisions herein shall apply to such amendments.

This Agreement constitutes the entire agreement between the parties relative to the subject matters hereof, and no modifications thereof shall be effective unless and until such modifications are evidenced by written amendments, signed by both parties, to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement which are not actually contained in the Agreement, except those expressly contained in such written amendments.

#### SECTION XVI: SUCCESSORS AND ASSIGNS

This Agreement and all amendments thereto shall be binding upon and inure to the benefit of any successors and assigns of the respective parties hereto.

#### SECTION XVII: ATTORNEYS' FEES

If any legal action is necessary to enforce or interpret the terms or provisions of this Agreement and all amendments thereto, and the respective rights and duties of the parties hereunder, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he may be entitled.

#### SECTION XVIII: JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State

of California. Jurisdiction of litigation arising from this Agreement shall be in this state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

## SECTION XIX: INSURANCE

PROFESSIONAL shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PROFESSIONAL, his agents, representatives, employees or subcontractors.

### A. Minimum Scope and Limits of Insurance

PROFESSIONAL shall maintain the types of insurance with limits no less than those set forth below, and having no deductibles, except as noted.

The coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form No. CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.

Required coverage:

1. General Liability Insurance: Combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease. If PROFESSIONAL has no employees, this coverage is not

required.

4. Workers' Compensation Insurance: As required by the State of California.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by AGENCY before any work under this Agreement is performed.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to AGENCY.

D. Verification of Coverage

PROFESSIONAL shall furnish AGENCY with original certificates and amendatory endorsements effecting coverage required by this section. The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by AGENCY before work commences. If this is not possible due to time constraints prior to commencement of work, PROFESSIONAL may initially furnish Certificates of Insurance in lieu of endorsements, as long as the endorsements are provided within forty-five (45) days from the date of execution of this Agreement.

E. Subcontractors

PROFESSIONAL shall include all subcontractors as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION XX: INDEMNIFICATION

PROFESSIONAL shall indemnify and hold harmless AGENCY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recoverable against it or them by reason of any negligent act, negligent error, or negligent

omission of PROFESSIONAL, his agents, or employees for work performed under this Master Agreement.

SECTION XXI: WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

A. AGENCY: General Manager  
Monterey Regional Water  
Pollution Control Agency  
5 Harris Court, Building D  
Monterey, CA 93940

B. PROFESSIONAL: Save the Whales  
99 Pacific St., Suite 200D  
Monterey, CA 93940

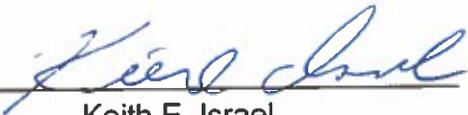
IN WITNESS WHEREOF, the parties hereto have executed this Agreement consisting of thirteen (13) pages and one (1) Attachment in duplicate on the date hereinabove written.

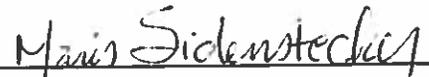
AGENCY

PROFESSIONAL

MONTEREY REGIONAL WATER  
POLLUTION CONTROL AGENCY

SAVE THE WHALES

By   
Keith E. Israel

By   
Maris Sidenstecker

General Manager/Secretary  
to the Board of Directors

**MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY**  
**REQUEST FOR SERVICE**

DATE: 1/27/14

RFS NO. \_\_\_\_\_  
(To be filled in by AGENCY)

TO: Save The Whales  
  
PROFESSIONAL

FROM: Monterey Regional Water Pollution Control Agency  
  
AGENCY

**Services Needed and Purpose:** Provide services to fulfill the role of Public Outreach and Education Program Coordinator to carry out Measurable Goal Number 1 of the Monterey Regional Storm Water Management Program. (A detailed description of the services to be provided is attached as "Attachment 1".)

**Completion Date:** The work of this RFS No. \_\_\_\_\_ will be performed from February 1, 2014 –June 30, 2014. The work will be performed in accordance with the schedule of activities approved by the Monterey Regional Storm Water Permit Participants Group. Following completion of work of this RFS, AGENCY and PROFESSIONAL may mutually agree to extend the contract for additional one-year terms throughout the life of the NPDES Permit (2013-0001-DWQ).

**Method of Compensation:** Time and Expense (As defined in Section V of Agreement.) on a month-to-month basis with monthly invoice.

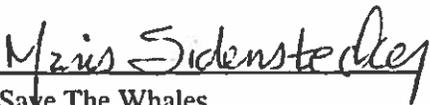
**Total Price Authorized by this RFS:** \$123,243 (Cost is authorized only when evidenced by signature below.) Total Price may not be exceeded without prior written authorization by AGENCY in accordance with Section V. COMPENSATION.

Requested by:   
Jeff Condit  
AGENCY Stormwater Program Manager

Date: 1/29/14

Authorized by   
Keith E. Israel  
AGENCY General Manager

Date: 1/29/14

Agreed to by:   
Save The Whales  
PROFESSIONAL

Date: 2/1/14

**DETAILED SCOPE OF WORK FOR RFS NO. 01-2013:** The services to be performed under this RFS No. \_\_\_\_\_ are described in Attachment 1. PROFESSIONAL shall provide to AGENCY a detailed description of the advertising that PROFESSIONAL proposes to be used for the Public Outreach and Education Program (as described in Attachment 2), and shall obtain and provide to AGENCY quotes for placing these advertisements. PROFESSIONAL will actually place the advertising orders with the advertisers and receive invoices. PROFESSIONAL shall assist AGENCY with review and recommendation for payment of advertising invoices when AGENCY receives them, with AGENCY making final payment of invoices.

**Year 8 Public Education and Public Participation**  
**Estimated Cost Summary February 1, 2014-June 30, 2014**

Job Category Hours	Est Hours	Hourly Rate	Cost
Save the Whales	1,421	\$20-\$86	\$97,663
Subtotal: (See Attachment 1)			<u>\$97,663</u>

**Other Costs (description):**

**Indirect Cost**

Support staff, office and phone, equipment, utilities, and technical support,  
Insurance (general liability) = \$6,061

**Miscellaneous Fund**

Supplies (stencil supplies, copy fees, etc.) = \$1,700.00  
Graphic Artist (logo, brochures) = \$ 700.00  
Vehicle mileage (1100 @ \$0.56.5/mile) = \$ 622.00  
Storage locker (\$107per month for 6 months)= \$ 642.00  
Subtotal = \$3,664.00

Total Estimated Save the Whales Costs: = \$107,388  
Plus Advertising Costs (Attachment 2) + \$ 15,855

**Grand Total = \$123,243.00**

**Note:** Regardless of the use of the term "Estimated Cost" in this RFS, if the work of this RFS is to be compensated for using Lump Sum Payment method, it is understood and agreed to by PROFESSIONAL that the Total Price listed on page A-1 of this RFS is binding and limiting as defined in Section V of the Agreement.

**ATTACHMENT 1****Services Provided by Save The Whales For Project Period February 1, 2014-June 30, 2014**

<b>Item</b>	<b>Description</b>	<b>Budget</b>
Program Director	Program coordination with MRSWMP & MRWPCA and participation in aspects of all program tasks. \$86 x 531hrs	45,666
	Project Meetings with new MRSWMP PM, Local & Regional Meetings (above the MRSWMP monthly meetings): \$86 x 30hrs	2,580
Marine Ecologist/ Educator	Hands-on programs for grades K-3(12 programs) and grades 4-12 (24 programs), contact, coordinate and present programs, collect student and teacher evaluations for reporting: 36 programs \$65 x 160hrs	10,400
School Assembly/ and or Teacher Workshop	Sea Turtle/Marine Debris Assembly with partner MRWMD, teacher workshop with Ocean Guardian school.	1,600
Public Events	Seven days of public events to engage the public and collect public surveys for CBSM. \$65 x 80hrs=5,200	5,200
CSUMB Service Students to assist with events, stenciling, CBSM surveys	10 students x 30 hrs. each = 300 volunteer hours to support the existing permit tasks and the new tasks. Value of volunteer hours: *\$24.75 in California x 300 hrs=\$7,425 * Source: Independent Sector: <a href="http://independentsector.org/volunteer_time">http://independentsector.org/volunteer_time</a>	\$0
Storm Drain Decal Assistant	For Community Stencil Days \$20 x 30 hrs.	600
Tabulate Surveys	Tabulate student, public and intercept survey responses: \$20 x 30 hrs	600
GPS/GIS Pilot Project Mapping	In the county as a pilot on 12 storm drain inlets to be stenciled, GPS and then GIS mapped \$35 x16 hrs.	560
Social Media	Facebook page for montereysea & upkeep, to include prompts to tie-in with storm water pollution prevention 20hrs x \$30	600
OWOW Events, labeling of POP Products in stores	Upkeep of OSH and Home Depot sites & coordinate/conduct events in-store. \$86 x 40 hrs.	3,440
CBSM Intercept Surveys for targeted POC	Develop surveys, implement and refine as needed in 5 months \$60 x 70hrs	4,200
Restaurant	\$30 x 25hrs	750

<b>Bilingual Outreach</b>		
<b>Tourist Outreach</b>	\$25 x 20hrs	500
<b>LID Regional Brochure</b>	Subcontract: with local professional \$85 x 50hrs	4,250
<b>Construction Workshop</b>	Subcontract: Workshop plus targeted educational materials	3,967
<b>Sustainable Living Tour Event</b>	Donation to assist their event	2,500
<b>LID Workshop for the public</b>	Subcontract: CSUMB Return of The Natives	5,000
<b>Contingency Fund</b>	Changes to Program elements in the transition from old to new permit (Website upkeep, Coastal Clean Up contributions, event registration fees, etc.)	5,250
<b>Total Personnel</b>		<b>97,663</b>

\* Source: Independent Sector: [http://independentsector.org/volunteer\\_time](http://independentsector.org/volunteer_time)

## **ATTACHMENT 2**

### **Media/Printing/Advertising Costs February 1, 2014-June 30, 2014**

#### **\$6,700 Printing Costs**

Pre-and post surveys, intercept surveys, storm drain posters, Monterey Bay Begins (English & Spanish), Trash 101, coloring books, LID brochures, event flyers, other brochures/materials as needed

#### **\$3,765 English & Spanish TV Ads/Radio Ads**

Some TV ads already purchased in the July-Sept 2013. With partners in SCruz county area allows us to purchase a block of ads at a better price. We air the storm water ads on the four TV stations (KCBA, KION, CW, Telemundo).

#### **\$5,390 Print ads**

Storm drain ads in Spanish paper La Ganga, The Weekly, Pine Cone, etc.

**Total Estimated Advertising Cost: \$15,855**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**SURETY**  
**MURRIE PIKE INSURANCE AGENCY**  
 98 Pearl St Suite 2  
 Monterey, CA 93940  
 96132

**CONTACT NAME** Tana Davidson  
**PHONE (A.C. No. E. Mail)** (831) 373-2925  
**E-MAIL ADDRESS** tanarave@aol.com  
**FAX (A.C. No.)** (831) 373-2001

**INSURED**  
**SAVE THE WHALES**  
  
 1192 WARING STREET  
 SEASIDE, CA 93955

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A	STATE COMPENSATION INS FUND	
INSURER B	NONPROFITS INS ALLIANCE OF CA	
INSURER C		
INSURER D		
INSURER E		
INSURER F		

**TERMS** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, COVENANTS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000
CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
		X Y	2013-00916-NPO	09/04/13	09/04/14	PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS COMP OP AGG \$ 2,000,000
GENERAL AGGREGATE LIMIT APPLIES PER						
<input checked="" type="checkbox"/> POLICY	PRO	LOC				
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA ACCIDENT) \$
ANY AUTO						BODILY INJURY (Per person) \$
ALL OWNED AUTOS	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
HIRED AUTOS	NON OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB	OCCUR					EACH OCCURRENCE \$
EXCESS LIAB	CLAIMS MADE					AGGREGATE \$
DED. RETENTIONS						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH FR
ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
Pls see back of policy for DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE EA EMPLOYEE \$
						E.L. DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY ADDED AS ADDITIONAL INSURED TO CLUDE PRIMARY NON-CONTRIBUTORY WORDING PER ATTACHED ENDORSEMENT.

**CERTIFICATE HOLDER**

MRWPCA  
 5 HARRIS COURT, BUILDING D  
 MONTEREY, CA 93940

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2013-2014

# Phase II Small MS4 Once - Report

REPORTING PERIOD:07/01/2013 - 03/06/2014

**WDID No:** 3 27M2000103

## Permittee Information

City of Pacific Grove NPDES :

Thomas Frutchey

tfrutchey@cityofpacificgrove.c

300 Forest Ave

Pacific Grove CA 93950

**Phase II Small MS4 Once - Report - 2013-2014**  
**Questions & Answers**

Q No.	Text	DropDown Answer	CheckBoxAnswer	DescriptiveAnswer	Date Answer	Number Answer
1	Did the Permittee upload a Tracking Report, for the period 3/31/11 through 3/6/14, identifying the Permittee's accomplishments in education and outreach supporting implementation of low impact development and hydromodification control for new and redevelopment projects?	yes		Pacific Grove held City sponsored educational lectures and workshops, and also advertised and made information available about regional educational and outreach efforts regarding low impact development and hydromodification control for new and redevelopment projects.		
2	Did the Permittee upload a Tracking Report, for the period 1/1/11 to 3/6/14, identifying low impact development design principles and features incorporated into each applicable new and redevelopment project?	no		The City of Pacific Grove did not have any projects that met the 5,000 square foot applicability threshold during this time. The bulk of projects in the City are small single-family residence additions or renovations. Occasionally homes are demolished and new homes are constructed; however none of these larger single-family residential projects met the 5,000 square foot threshold. Additionally, potable water is extremely limited in the City and water credits are administered by the Monterey Peninsula Water Management District. The lack of potable water severely restricts new development. The City actively encourages site design measures in all new developments such as optimizing site layout, limiting paving and roofs, direct drainage to landscaped areas, and disconnecting downspouts.		

**Phase II Small MS4 Once - Report - 2013-2014**  
**CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Name: Jessica Kahn</b>	<b>Title:</b>	<b>Date: 10/14/2014</b>
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**Phase II Small MS4 Once - Report - 2013-2014**  
**ATTACHMENTS**

<b>Attachment Title</b>	<b>Description</b>	<b>Date Uploaded</b>	<b>Attachment Type</b>	<b>Attachment Hash</b>	<b>Doc Part No/Total Parts</b>
MRSWMP Joint Effort Education and Outreach Tracking Report	Monterey Regional Stormwater Management Program (MRSWMP) Joint Effort Education and Outreach Tracking Report	2014-10-09 10:40:33.0	Report Question Attachment	f5ead03ff74355bc43a5d32edd4ff4f9512af2ac832c0618e3fdfee7fdb9130	1/1

Target Audience	Activity Description	Activity/Event/Task Accomplished
	Hold meeting/presentation at Granite Rock (or another "green" building material vendor) to inform target audience of new interim LID requirements and building materials available for use (i.e. pervious pavers, drip irrigation, etc)	September 14, 2011 – Presentation to the Monterey County Chapter of the National Association of Remodeling Industry April 25, 2012 – Presentation to the Monterey County Business Council Green Building Cluster June 7, 2012 – Presentation to the Monterey County Association of Realtors June 28, 2012 – Presentation to the AIA-Monterey Bay Chapter May 16, 2013 – City of Salinas Post-Construction Requirements Workshop October 27, 2014 – Presentation to the American Institute of Architects – Monterey Bay Chapter
<p style="text-align: center;"><b>Designers,                      Engineers/Consultants,                      Landscape Architects,                      Builders, Developers &amp;                      Architects</b></p>	Send letter to professional organizations (APWA, AIA, CSPE, etc) containing information regarding new interim LID requirements and upcoming hydromodification criteria currently in development. Information can be used in organization newsletters.	Letters and emails were sent to professional organizations including AIA and CSPE that contained information regarding interim LID requirements to gain interest for presentations on this topic.  In coordination with/through local CSPE leadership, which included City of Monterey staff/CSPE member (Norm Green), municipal staff assisted with facilitating two different presentations (2012 & 2013) from Regional Board staff about the developing PCR regulations at local CSPE meetings that had CSPE and AIA members, as well as applicable municipal staff attendance.  MRSWMP reached out to numerous organizations and their members, including APWA, CSPE, AIA, APA, and USGBC – in spring 2014 to gain member attendance at the MRSWMP PCR Workshop given by Dan Cloak in Watsonville in April 2014.
	Develop a guided tour of projects in which LID has already been incorporated (once determine location).	September 8, 2013 - Sustainable Living Tour, sponsor in partnership with Sustainable Seaside, included tours of local LID projects.

Monterey Regional Stormwater Management Program (MRSWMP)  
 Joint Effort Education and Outreach Tracking Report

Target Audience	Activity Description	Activity/Event/Task Accomplished
	Send media release to area newspapers explaining LID and announcing new LID requirements for Builders	September 7, 2013 – The Monterey Herald had a feature story on the Seaside Sustainable Living Tour, including photos on homes, LID features, and details of the event. MRSWMP was featured as a supporting partner.
	Send article to Builders Exchange for inclusion in its monthly newsletter	An article was submitted to the Builders Exchange that was included in their newsletter in June, 2011.
<b>Residential Homeowners</b>	"Slow It, Sink It, Spread It" brochure placed at City/County Clerk counters	Copies of the brochure were placed at the City/County counters and/or on websites for each of the MRSWMP Permittees to provide residential LID information to homeowners and developers. The brochure was also distributed to the residential community through the PE/PO program at tabling events such as Good Ol' Days in Pacific Grove.
	"Slow It, Sink It, Spread It" presentations made to HOAs and Neighborhood Improvement Programs	<p>August 21, 2011 – Beautify Metz Park Day event with bioswale and landscape planting, residential LID outreach event in Seaside</p> <p>May 22, 2012 - Table at the Monterey Farmers Market focused on LID and Stormwater issues.</p> <p>August 4, 2012 - Regional "Slow It, Spread It, Sink It" Workshop in partnership with Resource Conservation District of Monterey County and Monterey Peninsula Regional Park District</p> <ul style="list-style-type: none"> <li>• An ad for the Slow It, Spread It, Sink It Workshop was included in the "Let's Go Outdoors" Regional Park Magazine in April 2012. The publication reaches an audience of up to 65,000 residents.</li> </ul> <p>November 17-18, 2012 – Supported "Beautify Your Parks" and LID event at CSUMB Watershed Institute</p> <p>May, 2013 - Table at the Monterey Farmers Market focused on LID and Stormwater issues.</p> <p>October, 2013 – Table at the Monterey Sustainable Home &amp; Garden Show</p> <p>May 10, 2014 – LID Presentation and Residential Workshop on Slow It, Sink It, Spread It with Return of the Natives</p>

Monterey Regional Stormwater Management Program (MRSWMP)  
 Joint Effort Education and Outreach Tracking Report

Target Audience	Activity Description	Activity/Event/Task Accomplished
<p style="text-align: center;"><b>NGOs</b></p>	<p>LID presentation at local NGO meetings (Sustainable Seaside and PG, etc)</p>	<p>July 24, 2012 – LID Presentation to the Pacific Grove Kiwanis Club                      June 18, 2013 - LID Presentation to the Sustainable Seaside                      October 9, 2013 - LID Presentation to Sustainable Pacific Grove</p>
<p style="text-align: center;"><b>Municipal Staff</b></p>	<p>Meetings held with City/County staff (Planners, Engineers, etc) to educate them on the entity-specific applicability thresholds, interim LID requirements, and the upcoming hydromod criteria currently in development</p>	<p>July 26, 2010 - LID Project Design Training conducted by UC-Davis Extension at Seaside City Hall                      October 28, 2010 – LID Training by the Regional Water Quality Control Board, with municipal staff attendance                      January 18 and 21, 2011 – Sand City participated in two-part webcase regarding LID principals                      March 25, 2011 - City of Monterey Planner training, plus numerous regular on-going meetings with City Planning and Engineering staff from 2011 through 2014 with updates on the Joint Effort, LID, and PCRs                      June 8, 2011 – City of Seaside LID Staff Training                      July 22, 2011 – City of Sand City LID Staff Training                      February 15, 2012 – LID Workshop facilitated with the Regional Water Quality Control Board                      June 20, 2012 – City of Pacific Grove LID Staff Training                      September 27, 2012 - Bioretention Design Training by Darla Inglis in Salinas, with numerous municipal staffs in attendance                      November 29, 2012 - Monterey Bay California Society of Professional Engineers                      April 20, 2014 – CSUMB Earth Day Presentation highlighting LID and Green Streets, attended by municipal employees.</p> <p>Annual Building Inspectors Meeting in 2011, 2012, and 2013 included information regarding LID practices.</p> <p>April 17, 2014 – MRSWMP hosted PCR Workshop by Dan Cloak in Watsonville, to further train municipal staff and local professionals on the new development regulations in the Central Coast region.</p>

Target Audience	Activity Description	Activity/Event/Task Accomplished
<p><b>Executive Management,                      City Councils, and                      Commissions</b></p>	<p>Education and Outreach to municipal officials regarding the stormwater management objectives of code changes</p>	<p>April 10, 2013 – City of Carmel Planning Commission presentation – LID Requirements, code revisions                      July 2, 2013 – City of Carmel City Council code revisions (1<sup>st</sup> Reading)                      July 18 , 2013 – City of Seaside City Council presentation - New Phase II Permit Status, LID Requirements, and MRSWMP MOA Update                      August 6, 2013 – City of Carmel City Council code revisions (2<sup>nd</sup> Reading)                      December 18, 2013 – Pacific Grove City Council code revisions to support PCRs                      January 7, 2014 – City of Carmel code revisions incorporating Coastal Commission comments (1<sup>st</sup> Reading)                      January 15, 2014 - Pacific Grove City Council code revisions to support PCRs                      January 21, 2014 –City of Monterey City Council code revisions to support PCRs                      January 28, 2014 – City of Del Rey Oaks City Council code revisions to support PCRs                      February 4, 2014 – City of Carmel code revisions incorporating Coastal Commission comments (2<sup>nd</sup> Reading)                      February 4, 2014 –City of Monterey City Council code revisions to support PCRs                      February 6, 2014 – City of Seaside City Council presentation of City's stormwater Ordinance (general overview of stormwater ordinance and specific information on Post-Construction requirements) - 1st reading of the Ordinance                      February 18, 2014 – City of Sand City City Council code revisions to support PCRs (1<sup>st</sup> Reading)</p>

14 of 155  
 Monterey Regional Stormwater Management Program (MRSWMP)  
 Joint Effort Education and Outreach Tracking Report

Target Audience	Activity Description	Activity/Event/Task Accomplished
		<p>February 20, 2014 – City of Seaside City Council code revision to support PCRs                      March 4, 2014 – City of Sand City City Council code revisions to support PCRs (2<sup>nd</sup> Reading)</p> <p>*Note: Many local City Council meetings are televised and broadcast throughout the region</p>
	<p>Presentations made to City Councils and Planning Commissions regarding new LID requirements</p>	<p>December 7, 2010 – LID Presentation to Sand City City Council (televised throughout the region)                      December 14, 2010 – City of Monterey Planning Commission Staff Report (also sent to Neighborhood Associations, Business Associations)                      December 21, 2010 – City of Monterey City Council Staff Report (also sent to Neighborhood Associations, Business Associations)                      February 3, 2011 – Pacific Grove Planning Commission Report on LID BMPs                      February 7, 2012 - City of Monterey City Council Staff Report (also sent to Neighborhood Associations, Business Associations)                      December 20, 2012 – City of Monterey Council off-agenda memo regarding stormwater program and LID (also sent to Neighborhood Associations, Business Associations)                      February 6, 2014 – Pacific Grove Planning Commission Report on Post-Construction Requirements, new Stormwater Regulations</p>
<p><b>All</b></p>	<p>"What is LID?" brochure placed at City/County Clerk counters/brochure stands</p>	<p>A "What is LID?" brochure was developed for the MRSWMP region in 2011. This brochure was made available at all Permittees' Planning Departments, Building Departments, or other City/County offices, free of charge. This brochure was also handed out to community members at different events.</p>

Target Audience	Activity Description	Activity/Event/Task Accomplished
		LID messaging was incorporated into other stormwater brochures developed for the MRSWMP region such as "Monterey Bay Begins on Your Street." These brochures were also placed at Permittees' counters and distributed at events/schools.
	Information regarding LID, New Development/Redevelopment, and Urban programs placed on Monterey SEA website	A "What is LID?" brochure was developed for the MRSWMP region in 2011. This brochure was prominently placed on the MontereySEA and City of Monterey websites for download in 2011. LID messaging was incorporated into other stormwater brochures developed for the MRSWMP region such as "Monterey Bay Begins on Your Street." These brochures were also prominently placed on the Monterey SEA website for download. City of Monterey staff performed outreach to local higher education students on two separate occasions (02/05/2014 and 05/06/2014) at CSUMB watershed institute classes that covered urban storm water management, LID and water quality concepts, strategies, regulations, etc.
	LID media outreach via PSA	A Low Impact Development PSA was developed in 2012. These ads were run on multiple radio stations throughout the region including KPIG, The Hippo, KCDU "the Beach." The PSA was placed prominently on the MontereySEA website.

2013-2014

# Phase II Small MS4 Annual - Report

REPORTING PERIOD:07/01/2013 - 06/30/2014

**WDID No:** 3 27M2000103

## Permittee Information

City of Pacific Grove NPDES :

Thomas Frutchey

tfrutchey@cityofpacificgrove.c

300 Forest Ave

Pacific Grove CA 93950

**Phase II Small MS4 Annual - Report - 2013-2014**  
**Questions & Answers**

Q No.	Text	DropDown Answer	CheckBoxAnswer	DescriptiveAnswer	Date Answer	Number Answer
1	Did the Permittee upload the Central Coast Post-Construction Stormwater Requirements annual reporting form and all other documents required in the form? Access form here. If the form does not open, right click on the hyperlink and chose the option, 'Save Target As'. To get full utilization of the form, the form must be viewed and completed using Adobe software. Adobe Reader can be downloaded for free.	Yes				

**Phase II Small MS4 Annual - Report - 2013-2014**  
**CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<b>Name: Jessica Kahn</b>	<b>Title:</b>	<b>Date: 10/14/2014</b>
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**Phase II Small MS4 Annual - Report - 2013-2014**  
**ATTACHMENTS**

<b>Attachment Title</b>	<b>Description</b>	<b>Date Uploaded</b>	<b>Attachment Type</b>	<b>Attachment Hash</b>	<b>Doc Part No/Total Parts</b>
Pacific Grove PCR Annual Report	Central Coast Post-Construction Stormwater Management Requirements Annual Report	2014-10-06 12:02:41.0	Report Question Attachment	35b78ebd262c19eb4e1853db7c16cb18a6f1870ea5be46e35c2b74becfea5	1/1

Central Coast Post-Construction Stormwater Management Requirements (PCRs)

Resolution No. R3-2013-0032  
Annual Reporting Form  
August 2014 Version

**Due Date:** By October 15, 2014 and October 15 annually thereafter, Permittees must submit this reporting form.

**Instructions:** Complete form electronically. Answer questions and supply requested information for the Reporting Period only. Upload completed form to Storm Water Multiple Application and Report Tracking System (SMARTS) and name the file, "PCRs Annual Report [insert reporting period]". Also, upload requested attachments to SMARTS using specified nomenclature.

**SECTION I: GENERAL PERMITTEE INFORMATION**

WDID# and Permittee Name

County:

**SECTION II: REPORTING PERIOD**

Reporting Period:

**SECTION III: COMPLETED PROJECTS**

How many projects, that received occupancy completion documentation (e.g., Certificate of Occupancy) during the Reporting Period, created and/or replaced ≥ 2,500 square feet of impervious surface?

**SECTION III: CONTINUED ...**

Project categories based on created and/or replaced impervious surface area		Number of Projects in each category that received occupancy completion documentation (e.g., Certificate of Occupancy) during the Reporting Period and had an approval per PCRs Provision B.1.c
Lower Bound	Upper Bound	
≥ 2,500 square feet	<5,000 square feet Net Impervious Area (all projects except single-family homes) and <15,000 square feet Net Impervious Area (only single-family homes)	0
≥5,000 square feet Net Impervious Area (all projects except single-family homes) and ≥15,000 square feet Net Impervious Area (only single-family homes)	<15,000 square feet (all projects except single-family homes) and <15,000 square feet Net Impervious Area (only single-family homes)	0
≥15,000 square feet (all projects except single-family homes) and ≥15,000 square feet Net Impervious Area (only single-family homes)	<22,500 square feet	0
≥22,500 square feet	N/A	0
Total		0

**SECTION IV: PROJECTS SUBJECT TO POST-CONSTRUCTION REQUIREMENTS**

Performance Requirements*	Number of Projects subject to Performance Requirements that received completion documentation during the Reporting Period	Number of Projects with Structural Water Quality Treatment, Runoff Retention, and/or Peak Management controls	Number of Projects where field verification of Site Design, Water Quality Treatment, Runoff Retention, and/or Peak Management controls was completed	Number of Projects where field verification confirmed ALL Site Design, Water Quality Treatment, Runoff Retention, and/or Peak Management controls were implemented in accordance with PCRs
Only No. 1	0	N/A	0	0
Only Nos. 1 and 2	0	0	0	0
Only Nos. 1, 2, and 3	0	0	0	0
Only Nos. 1, 2, 3, and 4	0	0	0	0
Total	0	0	0	0

\* Only include projects once in table. For example, if a project triggers all four performance requirements, only address that project in the, "Only Nos. 1, 2, 3, and 4" row. Do not also count the project in the cells for the above three rows.

**SECTION V: SPECIAL CIRCUMSTANCES AND ALTERNATIVE COMPLIANCE**

Note: If the Permittee did not grant any Special Circumstances and/or Alternative Compliance for Projects that received completion documentation during the Reporting Period, skip Section V.

To add another Project, click 'Add Row'

Add Row

Delete Row

Names of Projects that received completion documentation during the Reporting Period and the Permittee granted Special Circumstances and/or Alternative Compliance	Alternative Compliance type (Select all that apply)										If technical infeasibility is rationale for Alternative Compliance, does Project's Stormwater Control Plan adequately demonstrate basis for infeasibility?	
	Watershed or Regional Plan	Urban Sustainability Area	Highly Altered Channel Special Circumstance	Circumstance	Intermediate Flow Control Facility	Special Circumstance	Historic Lake or Wetland Special Circumstance	Technical Infeasibility Performance Requirement No. 2	Technical Infeasibility Performance Requirement No. 3	Technical Infeasibility Performance Requirement No. 4		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**SECTION V: CONTINUED ...**

To add another Project, click 'Add Row'

Add Row

Delete Row

Names of Projects that received completion documentation during the Reporting Period and the Permittee granted Special Circumstances and/or Alternative Compliance	Alternative Compliance type (Select all that apply)										If technical infeasibility is rationale for Alternative Compliance, does Project's Stormwater Control Plan adequately demonstrate basis for infeasibility?	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**SECTION VI: MITIGATION PROJECTS CONSTRUCTED FOR ALTERNATIVE COMPLIANCE**

Were there any mitigation projects constructed for Alternative Compliance during the Reporting Period?  Yes  No  
 If yes, did the Permittee upload to SMARTS the below information?

- A summary description of mitigation projects constructed during the Reporting Period comparing the expected aggregate results of Alternative Compliance projects to the results that would otherwise have been achieved by meeting the numeric Performance Requirements on-site. The summary should quantitatively compare results. For example, if the Alternative Compliance project is mitigating for a project that could not fully meet Performance Requirement No. 3 onsite, then the summary should quantify the following: 1) onsite retention volume required by Performance Requirement No. 3, 2) volume of runoff actually retained on site, and 3) volume of runoff retained at the Alternative Compliance project site.
- For public offsite mitigation projects, a summation of total offsite mitigation funds raised to date and a description (including location, general design concept, volume of water expected to be retained, and total estimated budget) of all pending public offsite mitigation projects

SMARTS upload title: "PCRs Annual Report [insert reporting period] – Mitigation Projects"

**SECTION VII: LONG-TERM OPERATION AND MAINTENANCE**

Did the Permittee upload to SMARTS a copy (e.g., screenshot) of the structural Stormwater Control Measure Operation and Maintenance database that shows all entries from the Reporting Period (see PCRs Provision E.3)?  Yes  No

SMARTS upload title: "PCRs Annual Report [insert reporting period] – Long-Term Operation and Maintenance"

**SECTION VIII: ADDITIONAL UPLOADS**

Did the Permittee upload to SMARTS information to demonstrate Performance Requirement No. 1 was applied to all applicable projects during the Reporting Period (including sample checklist)?  Yes  No

SMARTS upload title: "PCRs Annual Report [insert reporting period] – Performance Req No1 Implementation"