



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Adopted Resolution No. 13-189:

- a. Establishing the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program; and
- b. Authorizing the Resource Management Agency Director to execute the Memorandum of Agreement Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program with the Monterey Regional Water Pollution Control Agency.

PASSED AND ADOPTED on this 18th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 18, 2013.

Dated: June 20, 2013
File Number: A 13-132

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No. 13-189

- Resolution:)
- a. Establishing the Central Coast Regional Areas of)
Special Biological Significance Dischargers)
Monitoring Program; and)
- b. Authorizing the Resource Management Agency)
Director to execute the Memorandum of Agreement)
Central Coast Regional Areas of Special Biological)
Significance Dischargers Monitoring Program with)
the Monterey Regional Water Pollution Control)
Agency.....)

WHEREAS, the Carmel Bay Area of Special Biological Significance (ASBS) is one of thirty-four ASBS areas established by the State Water Resources Control Board along the California Coast to protect natural water quality; and

WHEREAS, the County of Monterey allows stormwater runoff to discharge directly into the Carmel Bay ASBS adjacent to Scenic Road; and

WHEREAS, on March 20, 2012, the State Water Resources Control Board adopted a General Exception to the California Ocean Plan for ASBS Waste Discharge Prohibition for Storm Water and Nonpoint Source Discharges, with Special protections; and

WHEREAS, the ASBS Special Protections can be summarized generally to eliminate dry weather runoff, ensure that wet weather runoff does not alter natural water quality in the ASBS, and that adequate monitoring be conducted to determine if natural water quality and the marine life beneficial use is protected; and

WHEREAS, the Central Coast Regional ASBS Dischargers Monitoring Program will be implemented during the 2012-2013, 2013-2014, and 2014-2015 storm seasons and includes all ASBS responsible parties on the Central Coast, covering an area from Big Sur, Monterey County to Point Reyes, Marin County; and

WHEREAS, The Scope of Work for the Central Coast Regional ASBS Dischargers 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 ASBS; and

WHEREAS, On November 26, 2012, the Monterey Regional Water Pollution Control Agency (MRWPCA) Board authorized its General Manager to enter into a Memorandum of Agreement (MOA) to establish the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program and agreed to act as Program Administrator on behalf of the group; and

WHEREAS, approval of the MOA does not constitute a project under the California Environmental Quality Act Guidelines [Section 15378(b)(4)]; NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. The Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program is hereby established.

2. The Resource Management Agency Director is authorized and directed to execute the Memorandum of Agreement Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program, the form of which is attached hereto as Exhibit A and incorporated herein by reference.

PASSED AND ADOPTED upon motion of Supervisor Salinas, seconded by Supervisor Parker, and carried this 18th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 18, 2013.

Dated: June 20, 2013
File Number: A 13-132

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  _____
Deputy

Exhibit A

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 5. Administrator

- 5.1 There is hereby created the position of Administrator to administer and implement this AGREEMENT and to carry out the responsibilities assigned to the Administrator herein and as outlined in Responsibilities of Administrator (Exhibit B).
- 5.2 AGENCY shall serve as the initial Administrator for the Program.
- 5.3 AGENCY may withdraw as the Administrator upon the provision of ninety days' (90) days written notice to the Management Committee. Such notice of withdrawal shall be effective to terminate AGENCY's rights and obligations under this AGREEMENT. The Management Committee may replace the AGENCY and select a new Administrator upon the provision of ninety days (90) written notice to AGENCY. Any new entity that may become the Administrator must assent to the terms of this AGREEMENT. In either event, any outstanding compensation due Administrator shall be paid. Work assignments shall be made to the Administrator by the Management Committee and not by individual DISCHARGERS.
- 5.4 Other than as provided for in the Program, the Administrator shall not be responsible for providing program management services related to individual DISCHARGER permit programs.
- 5.5 The Administrator shall be paid from Program Funds in accordance with the adopted Program Budget for providing the services described herein.
- 5.6 The Administrator shall be the treasurer of the Program Funds. The Administrator, in accordance with generally-accepted accounting principles, shall keep the Program Funds segregated from any other funds administered by the 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.

Any unauthorized expenditures, including, but not limited to, expenditures in excess of the annual projected budget, made by Administrator shall be payable by the Administrator or AGENCY.
- 5.7 In conjunction with preparing the proposed Program Budget each year, the Administrator will include a proposed Administration component of the Program Budget and present it to the Management Committee for its approval. The Administration component that is approved by the Management Committee shall be the maximum amount of funds the Administrator may expend without receiving additional funding approval from the Management Committee.
- 5.8 Within 30 days from the close of the Fiscal Year (July 1 to June 30), the Administrator shall cause an independent annual audit of the accounts and records by a Certified Public Accountant in Compliance with California Government Code section 6505 and Generally Accepted Accounting Principles.
- 5.9 The Administrator shall be reimbursed by the Program Fund, at actual cost, for any direct cost incurred to administer this AGREEMENT and carry out the Program. Direct costs are defined in the Program Budget Guidelines and Cost Share (Exhibit C).

- 5.10 In the event that the Administrator withdraws as Administrator, or in the event that the Management Committee wishes to select a new Administrator, a DISCHARGER may serve as a successor Administrator. Any DISCHARGER willing to serve as successor Administrator may be nominated by another DISCHARGER. Selection of an Administrator shall be by majority vote of the Management Committee.

Section 6. Program Budget, Program Fund, and Annual Assessments

- 6.1 The Management Committee shall adopt a budget for each winter storm season (the "Program Budget"). The Program Budget shall be prepared and administered as described in the attached Program Budget Guidelines and Cost Share (Exhibit C).
- 6.2 Not later than sixty (60) days after the receipt of an invoice by the Administrator, the DISCHARGERS shall each pay an annual assessment("Annual Assessment") into a fund ("Program Fund") maintained by the Administrator for the purpose of paying Program expenses. The Annual Assessment for each DISCHARGER shall be detailed and reflected in the Program Budget. The Annual Assessment for each DISCHARGER shall be determined as set forth in the Program Budget Guidelines and Cost Share (Exhibit C). Should any DISCHARGER fail to pay the Annual Assessment within sixty (60) days after being invoiced by the Administrator, the DISCHARGER's participation in this AGREEMENT shall be terminated, and the terminated DISCHARGER will bear the full responsibility for its compliance with the monitoring requirements of the Special Protections commencing on the date its participation is terminated. In such event the DISCHARGER shall forfeit its contributed share of Program Funds, if any.
- 6.3 The Program Fund shall be maintained and managed in trust by the Administrator solely for purposes of the Program. The Management Committee shall determine the type of account in which the Program Fund shall be deposited. All Program expenditures required to implement the approved Special Protections Scope of Work shall be paid out of the Program Fund. The Administrator shall be authorized to make expenditures for the purchase of services or materials allocated in the Program Budget. Where a purchase for a necessary, but unapproved, expenditure for services or materials is required, the Program Administrator may make such a purchase, in an amount not-to-exceed \$5,000, where the purchase must be made before a meeting of the Management Committee can be convened. Such purchases may not be made more than twice per fiscal year. Expenditures greater than \$5,000 shall require prior approval of the Management Committee.
- 6.4 Except as provided in Section 8.3 and 8.4 (regarding termination of DISCHARGER status and termination of this AGREEMENT), any ending balance in the Program Fund at the close of each fiscal year shall, at the election of each DISCHARGER and based upon that DISCHARGER'S Percentage Participation, be disbursed to that DISCHARGER, or credited to that DISCHARGER'S Annual Assessment for the subsequent winter storm season.
- 6.5 Upon approval of a new member as set forth in Section 8.1, the Management Committee shall revise the Annual Assessment for each DISCHARGER consistent with the method set forth in Program Budget Guidelines and Cost Share (Exhibit C) taking into account the new member.

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: _____

Signature

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

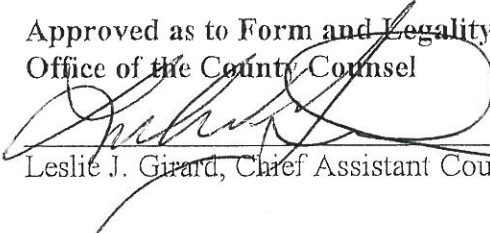
COUNTY OF MONTEREY

Date: _____

Signature

Benny J. Young, RMA Director
Printed Name and Title

Approved as to Form and Legality
Office of the County Counsel



Leslie J. Girard, Chief Assistant County Counsel

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

Date: _____

Signature

Printed Name and Title

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Date: _____


Signature

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: April 23, 2013


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

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 Fritchey
Signature

Thomas Fritchey
Printed Name and Title
City Manager

*Santh Handjovc
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

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:

CITY OF CARMEL-BY-THE-SEA

Date: 1/23/13



Signature

Jason Stilwell, City Administrator
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

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

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: _____

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: _____

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

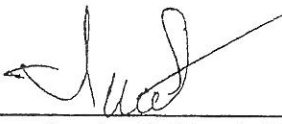
Ed Prohaska CFO
Printed Name and Title

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