



# MEMO

**Date:** June 10, 2019

**To:** David Stoldt, General Manager  
Monterey Peninsula Water Management District

**From:** John E. Arriaga, President  
JEA & Associates

**Subj:** MPWMD Agreement

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Pursuant to your request I am attaching an agreement which includes a Scope of Work and Fee Structure. If you approve the document please mail back a signed copy to my office at: 1225 8<sup>th</sup> Street, Suite 550, Sacramento, CA 95814.

Again, thank you again for providing our firm the opportunity to work with you.

Attachments

# **AGREEMENT**

This AGREEMENT is entered into as of the date hereinafter specified by and between JEA & Associates and Monterey Peninsula Water Management District (MPWMD). WHEREAS MPWMD wishes to engage JEA & Associates to provide legislative and administrative services to MPWMD as outlined in the scope of services below.

NOW THEREFORE, the parties hereto do mutually agree to the following terms and conditions:

## **Scope of Services**

1. JEA & Associates would propose to undertake legislative and administrative activities as directed and/or requested by the MPWMD, using our political and general experience to accomplish established goals. Specifically, working with the MPWMD on the State Water Resources Regional Control Board's (SWRCB's) Cease and Desist Order (CDO) for the California American Water (CAW) unauthorized diversions from the Carmel River and also working with the California Public Utilities Commission (CPUC) and other entities on this issue.
2. JEA & Associates would schedule, coordinate and participate in meetings with the Governor's Administration, the California Legislature, the CPUC, the SWRCB and others in addressing key issues and concerns regarding the CDO and attend public hearings of the CPUC, the SWRCB and of other agencies as requested and directed by the MPWMD.
3. Monitor Dept. of Water Resources (DWR) and SWRCB meetings/workshops and report to the MPWMD's staff on Commission policy and funding initiatives. Closely monitor the development of program criteria for Bond funds and assist the MPWMD staff with any project applications submitted for funding.
4. Recommend to MPWMD Board/staff program and project funding strategies and assist in the execution of the strategies with the DWR and SWRCB. Work with the MPWMD Board and appropriate staff in coordinating DWR and SWRCB tours of MPWMD projects and programs. Assist MPWMD in gaining legislative support for grant and funding applications before the DWR and SWRCB.
5. Monitor Legislature's policy and budget committee hearings on water, lobby/testify on behalf of the MPWMD on program allocation and budget earmarks as directed. Organize advocacy efforts with legislative leadership and political friends of the MPWMD to insure coordination of efforts on behalf of funding requests. Monitor and report on budget conference committee actions and advocate for budget "trailer" and/or "caboose" bill language for the MPWMD as may be required.
6. Recommend policy positions on specific pieces of legislation/budget items of importance/relevance to the MPWMD and advocate/lobby/testify on positions of the MPWMD before the Legislature, Governor's Office and any relevant state agency, board and commission. Provide copies of introduced or amended bills, committee analysis or reports and any relevant committee testimony on identified legislation/budget items. Obtain behind-the-scenes intelligence and vital information on legislative discussions/actions being contemplated by the Legislature, the Governor's Office or other interest groups.
7. Prepare and present written reports for the MPWMD as directed.

**EXHIBIT 12-A**

8. To enable JEA & Associates to carry out the prescribed scope of work, it is requested that the MPWMD provide our firm with technical assistance, expertise and information as may be necessary or required.
  
9. John Arriaga of JEA & Associates will be the principal contact from our firm and the responsible person in dealing with the MPWMD, its Board of Directors and staff as may be necessary. He will be assisted by Laurie Johnson and Erica Arriaga of the firm as may be required.

**EXHIBIT 12-A**

**Fee Structure**

JEA & Associates is prepared to provide the services as outlined in this proposal for a monthly retainer of \$2,500 a month, due & payable on the first day of each month plus chargeable expenses. This amount/retainer is based on our anticipation of the workload. We would like an understanding that should its level of activity exceed 25 hours per month on a regular basis, our firm and the MPWMD will mutually discuss any adjustments to this fee schedule as it determines the actual scope of activity and volume of work found to be required to carry out the goals of the MPWMD. Chargeable expenses include travel and work-related entertainment expenses, which shall be expressly authorized by the MPWMD prior to such expenses being incurred.

This contract will be in effect July 1, 2019. Either party may terminate this Agreement, for any reason, upon not less than 30 days of prior written notice to the other party.

**Signature:**

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**John E. Arriaga**  
**President**  
**JEA & Associates**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**David Stoldt**  
**General Manager**  
**Monterey Peninsula Water Management District**

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**Date**