EXHIBIT 5-A

The Ferguson Group





July 1, 2022

Mr. David J. Stoldt General Manager Monterey Peninsula Water Management District 5 Harris Court, Building G Monterey, CA 93940

RE: Letter of Agreement – July 1, 2022 – June 30, 2023

Dear Mr. Stoldt:

The Ferguson Group, LLC (TFG) is pleased to submit this letter of agreement to continue to provide Washington representation and consulting services to Monterey Peninsula Water Management District (MPWMD), as outlined in the TFG "Response to RFQ for Federal Legislative and Agency Lobbyist" services dated December 1, 2016, for the twelve-month period of July 1, 2022 through June 30, 2023 As described in the RFQ response, TFG will provide Washington representation services to MPWMD and perform such work as directed by MPWMD on a fixed fee basis, at the rate of \$6,000 per month. Among other things, TFG will continue to assist MPWMD in securing federal financial assistance, raising the visibility of the MPWMD projects, and securing congressional support for the activities of the MPWMD. TFG will also assist MPWMD with scheduling and preparing for advocacy meetings with the MPWMD congressional delegation, key House and Senate Committee offices and administration officials, and, perform such other tasks as directed by MPWMD.

In addition to the monthly fixed fee, MPWMD will be responsible for reimbursable expenses associated with carrying out the requested work, including long distance telephone calls, faxes, document production, overnight delivery, in-Town courier services, meals and out-of-Town travel (both pre-approved by MPWMD), and in-Town travel (taxicabs). Reimbursable expenses for the twelve-month contract period shall not exceed \$3,500, as indicated in the aforementioned RFQ response.

Either party may terminate this agreement at any time by giving the other party at least thirty (30) days prior notice, in writing, of such termination.

We greatly appreciate the opportunity to continue our work with MPWMD and look forward to a very productive year. If the terms of this letter of agreement are acceptable, please sign both originals, and return one to us at your earliest convenience.

Sincerely,

W. Roger Gwinn

CEO

ACKNOWLEDGED AND AGREED TO BY:

MANAGEMENT DISTRICT
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David J. Stoldt
General Manager
>
07/1/2022
Date