

## **EXHIBIT 18-A**

### **AGREEMENT BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND KENNEDY JENKS FOR PROFESSIONAL SERVICES TO PROVIDE URBAN WATER MANAGEMENT PLAN SUPPORT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between KENNEDY JENKS, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

#### **SECTION I - SCOPE OF SERVICES**

MPWMD hereby engages Consultant for services as set forth in **Exhibit A**, Scope of Work.

#### **SECTION II COMPENSATION**

##### **A. FEE SCHEDULE**

Fees payable to Consultant for services specified herein shall be in accordance with the Budget and Fee Schedule in **Exhibit B**.

##### **B. METHOD OF PAYMENT**

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Monthly billings shall include previous invoice amount, current invoice amount, and remaining budget. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule.

Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by MPWMD that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Work. Where MPWMD finds the work to be unsatisfactory, MPWMD shall describe deficiencies in writing to Consultant within ten (10) days.

The final invoice for work performed shall be submitted not later than sixty (60) days following notification by MPWMD of completion of such work. The final invoice shall be paid not later than thirty (30) days after receipt of the final invoice.

##### **C. MAXIMUM PAYMENT**

Payments to Consultant for services rendered and expenses incurred under this Agreement **shall not exceed \$134,860.00**. The amount \$122,600 is allocated according to the Budget and Fee Schedule in Exhibit B. The additional \$12,260 must be authorized by MPWMD in writing.

#### D. LATE PERFORMANCE PENALTY

With respect to the work within its direct control, in the event Consultant is unable to perform satisfactory work consistent with the professional skill and care ordinarily provided by professionals practicing in the State of California under the same or similar circumstances within thirty (30) calendar days of the date such work is due pursuant to **Exhibit C**, Work Schedule, MPWMD may, in its discretion, withhold an additional five percent (5%) of the fees which would otherwise be payable pursuant to the fee schedule set forth in Exhibit B. This amount may be increased to a maximum of 10% after sixty (60) calendar days of the date such work is due.

Consultant shall not be responsible for delays to the Schedule due to actions outside of its immediate control. Delays due to lack of performance by other parties shall be documented and the Schedule adjusted to reflect the length of the delay incurred

#### SECTION III TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Work Schedule, and consistent with the professional skill and care ordinarily provided by engineering professionals practicing in the State of California under the same or similar circumstances.

#### SECTION IV INSPECTION OF WORK

The books, papers, records and accounts of Consultant or any subconsultants retained by Consultant insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of MPWMD. Said records shall be retained for a minimum of five (5) years after completion of services.

#### SECTION V OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of MPWMD. Digital data used to generate tables, figures, diagrams, images, Geographical Information System (GIS) or Computer Aided Design (CAD) drawings shall be considered separate deliverables and shall be provided to MPWMD after acceptance by MPWMD of the final work product(s). All original source files shall be provided to MPWMD after acceptance by MPWMD of the final work product(s).

Consultant may retain copies for Consultant's own use.

## SECTION VI RESPONSIBILITIES

- A. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over Consultant's employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. Upon request, MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that Consultant is familiar with such materials provided by MPWMD and that they are sufficient to discharge MPWMD's obligation hereunder.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Services.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge Consultant's obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.
- G. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill, and diligence ordinarily exercised under similar conditions (Standard of Care) by a member of Consultant's profession currently practicing in California.

## SECTION VII INSURANCE

- A. Consultant shall obtain and keep insurance policies in full force and effect as shown in **Exhibit D**, Insurance Requirements.
- B. Consultant shall provide photocopies of its current Automobile insurance policy [or policies], including endorsements thereto, or current certificates of insurance in lieu thereof, to MPWMD.
- C. Consultant shall require any subcontractor to provide evidence of the same insurance coverages specified in VII.A.
- D. Consultant shall provide notice to MPWMD of any cancellation or material change in insurance coverage where MPWMD has been named as additional insured, such notice to be delivered to the MPWMD in accord with Section XV of this Agreement at least ten (10) days before the effective date of such change or cancellation of insurance.
- E. Evidence acceptable to MPWMD that Consultant has complied with the provisions of this Section VII shall be provided to the MPWMD, prior to commencement of work under this Agreement.
- F. All policies carried by the Consultant shall provide primary coverage instead of any and all other policies that may be in force. MPWMD shall not be responsible for any premium due for the insurance coverages specified in this Agreement.

## SECTION VIII CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work or the Work Schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount. Compensation changes shall be based upon the Consultant Budget and Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.
- B. MPWMD reserves the right to specify individual employees, subcontractors or agents of Consultant who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Services. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subcontractors or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Consultant, Consultant shall immediately notify MPWMD in writing. Consultant shall assign the rights to this contract to another entity, if requested by MPWMD, as part of termination proceedings pursuant to Section IX, Termination.

## SECTION IX TERMINATION

- A. MPWMD may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from MPWMD that this Agreement is terminated, Consultant shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which Consultant has not previously been compensated. Upon approval of this invoice by MPWMD, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph (D) of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.
- B. Upon receipt of written notice of termination, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to MPWMD, copies, including magnetic media, of data, design calculations, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Consultant in performing the services under this Agreement.

## SECTION X SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of MPWMD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

## SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

During the performance of this Agreement, Consultant and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and its contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

## SECTION XII INTEREST OF CONSULTANT

Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

## SECTION XIII CONTINGENT FEES

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MPWMD shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

## SECTION XIV DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within five (5) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

## SECTION XV NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

MPWMD: Maureen Hamilton  
Monterey Peninsula Water Management District  
[mhamilton@mpwmd.net](mailto:mhamilton@mpwmd.net)  
or  
5 Harris Court, Building G  
Monterey, CA 93940  
or  
P. O. Box 85  
Monterey, CA 93942-0085

CONSULTANT: Meredith Clement  
Kennedy Jenks  
[MeredithClement@KennedyJenks.com](mailto:MeredithClement@KennedyJenks.com)  
Or  
2775 North Ventura Rd, Suite 202  
Oxnard, CA 93036

#### SECTION XVI AMENDMENTS

This Agreement together with **Exhibits A, B, C and D** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

#### SECTION XVII ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Scope of Work
- Exhibit B.** Budget and Fee Schedule
- Exhibit C.** Work Schedule
- Exhibit D.** Insurance Requirements
- Exhibit E.** Drug Free Workplace Certification

**IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.**

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

\_\_\_\_\_  
Date \_\_\_\_\_

**BY: David J. Stoldt, General Manager**

**CONSULTANT**

\_\_\_\_\_  
Date \_\_\_\_\_

**BY:**

**FEDERAL TAX IDENTIFICATION NUMBER:**

## EXHIBIT A – SCOPE OF WORK

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## Scope of Work

The above items are based on our review of legislation related to the 2025 UWMP; DWR's 2025 UWMP guidance document is anticipated in draft by summer 2025. Some adaptation of our scope of work may be required based on DWR's final 2025 UWMP guidance document.

### Scope of Work

#### Task 1 – Project Management

##### Task 1.1 – Project Management and QA/QC

Project management activities will include project setup, coordinating staff and resources, budget tracking, preparation and review of monthly invoices, and ongoing communication with the District and project team regarding project status and priorities. Our key project team members will participate in a kick-off meeting with District staff, prepare for and attend bi-monthly calls with the District to facilitate the sharing of information, report on project progress and review information in preparation for workshops. KJ will conduct internal quality assurance/ quality control (QA/QC) reviews of all deliverables prior to submitting to the District for review, to ensure they meet KJ standards for quality.

##### Task 1.2 – Project Kickoff Meeting

KJ proposes a virtual kickoff meeting to go over the project objective, budget and schedule, as well as establish communication protocols for the UWMP activities. KJ will prepare and distribute an agenda prior to the kick-off meeting and provide meeting notes following the meeting for District review. District comments will be incorporated, and the meeting notes will be finalized.

The kickoff meeting will also provide an opportunity to review the request for information, under Task 2, and discuss any potential data gaps.

##### Task 1.3 – Check-in Calls

KJ proposes to conduct bi-monthly, check-in calls with the District to provide progress updates, address any pending matters. Up to eight check-in calls have been budgeted. KJ will provide an agenda and prepare notes for each call.

#### Task 1 Deliverables

- ✓ Agendas and notes for kickoff meeting and check-in calls

#### Task 2 – Data Collection and Background Information Review

The objective of this task is to gather and review available data necessary to satisfy known UWMP requirements. KJ will prepare a combined information request for gathering relevant information from the District.

KJ will review background information collected for the District's service area, water supply, water demand, and water policies. Information to be requested and reviewed is anticipated to include, but is not limited to, the following:

- Service area GIS files for 2000, 2010, 2015, 2020 and 2025
- Current and proposed land uses in GIS format.
- Any specific information on recent annexations to the service area since 2020.
- Water resources data, including water use and supply data, operational information to understand water supply reliability and specific information required for groundwater supplies.
- Water quality issues, including known contaminants.
- Current water rate structure.
- Conservation accomplishments, ordinances, policies currently or previously adopted by the District.
- New and/or planned modifications to the water system and available supply.
- Recent planning documents and other relevant studies/data for: water master plan, supply-demand projections, leak detection, capital replacements, asset conditions, population projections, land use water duty factors, water quality test data/consumer confidence report.
- Location, size, capacity and usage levels of any agency interconnections.
- Specific plans (digital analysis and hardcopy documentation, as available) for any planned developments within the District.

## Scope of Work

- Historic, current and anticipated sales to other agencies (2020 through 2050 in 5-yr increments).
- Output from annual water audits.
- Relevant correspondence with Cal-Am regarding water demands (2025 to 2050).
- District records on electrical use in the potable water system.

### Task 2 Assumptions:

- Above information is readily available from the District and will be provided to KJ, within 2 weeks of data request and in digital format when available.

#### Task 2 Deliverables

- ✓ Data needs list/request for information

### Task 3 – Prepare Water Shortage Contingency Plan

As required under the UWMP guidelines, a WSCP will be prepared as a separate document and incorporated into the 2025 UWMP. The purpose of the WSCP is to prepare for drought, water supply reductions, failure of a water distribution system, other emergencies, or regulatory statutes, rules, regulations or policies reducing water supplies by state and federal agencies. The WSCP is the basis for the Water Shortage Assessment Report, due annually. The District's annual water conservation reports and the District's Water Conservation and Rationing Plan will be the foundational documents for this task..

The WSCP is to include the following main elements:

1. Description of plan coordination with local and regional suppliers and other planning.
2. Authorization/criteria for water shortage stages.
3. Annual water budget forecast process and assessment, consisting of a methodology, process, and timeline for conducting the District's required Annual Water Budget. The proposed water budget will use a list of indicators that should be reviewed to determine if a water supply shortage is anticipated in any given year, the severity of the shortage, and the necessary level of response.

4. Supply shortage stages, representing the actual shortage, or predicted shortage determined by the Annual Water Budget Forecast.

5. Shortage response actions, including short-term supply augmentation actions and operational changes, voluntary and mandatory conservation actions, enforcement and variance, fines, allocation surcharges and monetary assessments, and appeals and variances.

6. Revenue and rate impacts.

7. Monitoring and reporting requirements.

8. Implementation resources including authorities, communications plan, public outreach, ordinances, and enforcement.

Utilizing the information developed above, KJ will prepare an electronic copy of the Administrative Draft of the Water Shortage Contingency Plan for review and comment by the District. We have assumed there will be one, consolidated set of comments on the Administrative Draft. The Draft Plan will be provided in electronic and hardcopy format.

KJ will work with the District to determine appropriate revisions to the Draft Plan based on comments received. It is assumed the Draft Plan will only undergo one round of revisions to create a Final Plan.

### Task 3 Assumptions:

- District comments will be consolidated into a single set of comments for each Draft.
- The District will adopt the WSCP before submittal of the UWMP to DWR in compliance with the UWMP Act.

#### Task 3 Deliverables

- ✓ Administrative draft and draft Water Shortage Contingency Plan in Word and pdf format
- ✓ Final Water Shortage Contingency Plan in pdf format

### Task 4 – Prepare 2025 Urban Water Management Plan

The District's 2025 UWMP will be prepared to meet the applicable State requirements. The following subject areas are anticipated to be

## Scope of Work

included in the UWMP but may differ based on requirements of the final guidelines

### **Task 4.1 – UWMP Preparation and Agency Coordination**

KJ will identify in the 2025 UWMP, the required coordination with, and notification of, appropriate agencies, and public outreach. KJ proposes sending out notices of plan preparation early in the process and providing the name and contact information of the District's project manager, with a specific request that the recipient participate in the 2025 UWMP development. KJ will develop a letter to accompany the notices that gives background on the UWMP, a schedule showing the anticipated UWMP development meetings and opportunities to participate. KJ will summarize these efforts in the UWMP.

### **Task 4.2 –Service Area and Demand Characteristics**

KJ will review existing description of the District's service area to satisfy the requirements of the Urban Water Management Planning Act and subsequent amendments. Land use, population and water consumption estimates and projections will be updated based on projections will be provided by California American Water. Population and water demand projections will be presented in 5-year increments for a 25-year period, through 2050.

### **Task 4.3 – Water Demand Management Measures Implementation**

KJ will summarize the water demand management goals, programs implemented to date, overall progress, and effectiveness of the current program..

### **Task 4.5 –Water Resources and Supply Outlook**

KJ will prepare a description of the District's water resources. KJ will prepare a description of water quality, including any known contamination that may impact water resources. KJ will evaluate the adequacy of the existing supply to meet the projected water demands as well as assess the frequency and magnitude of supply deficiencies.

The supply reliability analysis will compare the District's projected supply and demand for the average water year, single dry water year, and multiple dry water years for the planning horizon. The UWMP Planning Act requires a 20- year planning horizon; KJ recommends 25

years, which in this case would extend to 2050. KJ will review and update this section as needed to describe any constraints on the District's water resources.

### **Task 4.6 – Climate Change Impacts and Drought Risk Assessment**

In its guidance, DWR encourages UWMPs to consider the impacts of climate change. This discussion of climate change impacts will be used as part of the required Drought Risk Assessment. As in the past, water suppliers will be required to include an assessment of the reliability of water supplies during normal, dry, and multiple dry years as compared to demand. UWMPs are to also include an analysis of potential climate change impacts and drought risks, evaluating plausible worst-case conditions for a period of at least five years. KJ proposes using historical drought hydrology (e.g. past changes in supplies and demands during drought), and plausible changes due to climate change impacts, as well as any anticipated regulatory changes, to evaluate supplies and demands over a 5-year drought.

### **Task 4.7 – Incorporate Water Shortage Contingency Plan**

The adopted WSCP, developed as part of Task 3, will be incorporated into the UWMP as well as provided as an appendix to the UWMP.

### **Task 4.8 – Calculate Energy Intensity of Water**

KJ will calculate the energy intensity for the water management operations within the District's control. Pending issuance of final guidelines, it is anticipated that the analysis will only apply to the potable water system and only evaluate energy use once water enters the District's system.

### **Task 4.9 – Prepare Draft/Final Urban Water Management Plan**

KJ will document the 2025 UWMP for the District. The following steps are anticipated for the review and approval process but may differ based on the final State guidelines:

**Administrative Draft** – KJ will provide an electronic (Microsoft Word, PDF) Draft 2025 UWMP to the District including all tables, figures, and appendices for internal staff review. It is assumed there will be one, consolidated set of comments from the District. Tables will be prepared using DWR templates.

## Scope of Work

**Public Draft** – KJ will incorporate District comments/ edits into a draft for public review.

**Public Draft Addenda** – Following public review, and as necessary, KJ will propose changes to the Public Draft UWMP. These changes will be presented as proposed addenda to the Public Draft UWMP for the Board of Directors consideration. KJ does not propose preparing a new version of the Public Draft UWMP ahead of the Board of Directors meeting as this new document would require its own public review period. After the District has approved the proposed addenda, KJ will prepare six copies of the Public Draft UWMP and Addenda for the Board of Directors' review.

**Board of Directors Presentation on UWMP** – KJ will prepare a brief (no more than 30 minutes) presentation on the Public Draft UWMP and the suggested addenda for the Board of Directors. It is assumed District staff will handle the presentation to the Board.

**DWR Submittal** – Based on the District's Board comments and direction, KJ will prepare the UWMP for submittal to DWR. Following the public hearing on the Public Draft Plan and adoption by the District, KJ will prepare and provide the District with the DWR submittal UWMP in electronic format. KJ will upload the UWMP and necessary attachments via the online DWR portal prior to the deadline of July 1, 2026, to comply with the UWMP Act. It is assumed that the District will adopt the UWMP before submittal to DWR. It is also assumed the District will make the DWR submittal UWMP available to the public and land use agencies.

**Public Notification** – KJ will prepare a notification letter template and will coordinate with the District to issue required public notification, including newspaper notifications.

### Task 4 Deliverables

- ✓ Administrative Draft, Public Draft, Public Draft Addenda for 2025 UWMP in Word and PDF format
- ✓ Final (DWR Submittal) 2025 UWMP in PDF format.
- ✓ Public notification letters and postings
- ✓ UWMP Board Presentation

### Optional Task 5 – As Needed Support

The following optional tasks are provided for the District's consideration and will not be initiated without the District's authorization. Detailed scope and budgets for tasks 5.1 – 5.2 can be provided on request.

#### Optional Task 5.1 – Additional Urban Water Management Plan Needs

This optional task is provided to address scope not identified above including additional drafts, additional calls/meetings, additional effort during UWMP upload to DWR's data site, addressing requirements from the final Guidelines expected Summer 2025. It is important to note that this proposal is being prepared using the best currently available information. Additional requirements may result from the Final 2025 UWMP Guidelines which need to be addressed.

#### Optional Task 5.2 – Urban Water Management Plan Addendum

Following DWR review, KJ will work with District staff to revise (if necessary) the UWMP. Clarifications and minor changes do not require that the UWMP be "re-adopted", but more significant changes would require that the proposed changes be given public and agency notice, recirculated for public review, and re-adopted. Final deliverable(s) would be determined based on DWR comments.

### Optional Task 5 Deliverables

- ✓ Will be determined based on DWR comments.

Task 2 is amended to include incorporate MPWMD's Regulation XV, Monterey Peninsula Water Conservation and Plan Rule, in the WSCP efficiently and as possible.

## EXHIBIT B – BUDGET AND FEE SCHEDULE

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## EXHIBIT C – WORK SCHEDULE

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## Anticipated Project Schedule

Based on our approach and anticipated scope of work, we have developed the following project schedule for consideration by the District. KJ will initiate work on these services following receipt of a written Notice to Proceed. Because the UWMP relies on data through calendar year 2025, a complete draft of the UWMP cannot be completed until early 2026. This would result in an administrative draft UWMP in February 2026, a public draft UWMP in late March 2026, and a final UWMP in May 2026.

<b>Task/Activity</b>	<b>Start Date</b>	<b>End Date</b>
Notice to Proceed	June 30, 2025	June 30, 2025
Task 1. Project Management	June 30, 2025	August 1, 2026
Kickoff Meeting	Week of July 21	
Check in Calls (8)	July 21, 2025	March 16, 2026
Task 2. Data Collection and Background Information	July 21, 2025	January 30, 2026
Task 3. Prepare Water Shortage Contingency Plan	July 21, 2025	December 31, 2025
Draft Water Shortage Contingency Plan	July 21, 2025	October 1, 2025
Final Water Shortage Contingency Plan	October 1, 2025	December 31, 2025
Task 4. Prepare Urban Water Management Plan	July 21, 2025	June 2, 2026
UWMP Notice of Preparation	August 1, 2025	August 1, 2025
Water Resources and Supply Outlook and Drought Risk Assessment	September 9, 2025	November 3, 2025
Calculate Energy Intensity of Water	November 3, 2025	November 14, 2025
Administrative Draft UWMP*	November 17, 2025	January 30, 2026
District Review	February 2, 2026	February 23, 2026
Public Draft UWMP	February 24, 2026	March 16, 2026
Notice of Availability UWMP and WSCP	March 20, 2026	
Public Review of UWMP and WSCP	March 20, 2026	April 13, 2026
Newspaper Notice 1 UWMP and WSCP Hearing	May 4, 2026	
Newspaper Notice 2 UWMP and WSCP Hearing	May 11, 2026	
Review and Adoption by Board	May 18, 2026	
Submittal UWMP and WSCP to DWR	May 19, 2026	July 1, 2026

\*This task could be delayed waiting on Final UWMP Guidelines from DWR and/or information on retail water supply reliability from California American Water.



## EXHIBIT D – INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
  - A.   X   Professional Liability Errors & Omissions
  - B.   X   Workers Compensation and Employers Liability
  - C.   X   Automobile Liability - "Any Auto - Symbol 1"
  - D.   X   Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
  - E.        Owners & Contractors Protective
  - F.        Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.
- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
  - A. Such protection is to include coverage for the following hazards, indicated by an "X":
    1.   X   Premises and Operations
    2.   X   Products and Completed Operations
    3.        Explosion Collapse and Underground
    4.   X   Broad Form Blanket Contractual
    5.   X   Broad Form Property Damage
    6.   X   Personal Injury, A, B & C
    7.   X   Employees named as Persons Insured
    8.   X   Protective and/or Contingent Liability (O&CP)
  - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."
  - C. This policy shall contain a severability of interest clause or similar language to the following:

"The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization."

- D. All policies shall contain a provision that the insurance company shall give the District at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 30-day written notice must be shown on all certificates of insurance.
  - E. Certificates of Insurance for the current policies shall be delivered by the Subgrantee to the Risk Manager for the District as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Monterey Peninsula Water Management District  
Attn: Administrative Services Manager  
5 Harris Court, Building G  
P.O. Box 85  
Monterey, CA 93942-0085
- VI. All policies carried by the Subgrantee shall be primary coverage to any and all other policies that may be in force. The District shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
  - VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.

## EXHIBIT E – DRUG-FREE WORKPLACE CERTIFICATION

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Acts of 1988 and 1990. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees, contractors, and subcontractors. It subjects all employees, contractors, and subcontractors, as well as visitors to our facilities and work site, to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently. In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees, contractors, and subcontractors are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Violation of this policy by contractors or subcontractors could result in termination of the contract for their services.
2. Employees, contractors, and subcontractors have the right to know the dangers of drug abuse in the workplace, the Monterey Peninsula Water Management District's policy about it, and what help is available to combat drug problems.
3. Any employee, contractor, or subcontractor convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence. Failure to do so by a contractor or subcontractor could result in termination of the contract for their services. By law, the District will notify the federal contracting officer within ten (10) days of receiving any notice of such a conviction.

ALL CONTRACTORS AND SUBCONTRACTORS ARE ASKED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGEMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF ENTERING INTO THIS AGREEMENT.