



AGENDA

Finance and Administration Committee

Monday, April 13, 2026, at 2:00 PM [PST]

MPWMD Conference Room | 5 Harris Court, Building G, Monterey, CA 93940

COMMITTEE MEMBERS		<u>Mission Statement</u>
<i>George Riley – Chair</i>	<i>Staff:</i>	<p>Sustainably manage and augment the water resources of the Monterey Peninsula to meet the needs of its residents and businesses while protecting, restoring, and enhancing its natural and human environments.</p> <p><u>Vision Statement</u> Model ethical, responsible, and responsive governance in pursuit of our mission.</p> <p><u>Board’s Goals and Objectives</u> Are available online at https://www.mpwmd.net/who-we-are/mission-vision-goals/</p>
<i>Karen Paull</i>	<i>Nishil Bali, CFO/Administrative</i>	
<i>Kate Daniels</i>	<i>Services Manager</i>	
	<i>Mike McCullough, Assistant General</i>	
<i>Alternate:</i>	<i>Manager</i>	
<i>Rebecca Lindor</i>	<i>Sara Reyes, Board Clerk</i>	
	<i>Sandra Alonso, Office Specialist 1</i>	

[This is an in-person meeting. Remote participation via Zoom may be offered, but it is optional and not required for the meeting to proceed. **Please note the meeting will proceed as normal even if there are technical difficulties accessing Zoom.** The District will do its best to resolve any technical issues as quickly as possible.]

To join by Zoom, please click the link below:

<https://mpwmd-net.zoom.us/j/89517517165?pwd=5JdnXb8TTVrlimBP1AaieL5rXCFjO2.1>

Webinar ID: **895 1751 71651** | Password: **041326** | To Participate by Phone: **(669) 900-9128**

For detailed instructions on how to connect to the meeting, please click the link below:

<https://www.mpwmd.net/instructions-for-connecting-to-the-zoom-meetings/>

Copies of the agenda packet are available for review on the District website (www.mpwmd.net) and at 5 Harris Court, Bldg. G, Monterey, CA.

Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. This is a warning that if a member of the public attending this meeting remotely or in-person violates the Brown Act by failing to comply with these requirements, then the Chair may request that speaker be muted. If a member of the public attending this meeting in-person engages in disruptive behavior that disturbs the orderly conduct of the meeting, they may be removed from the meeting after a warning.

Call to Order / Roll Call

Additions and Corrections to the Agenda

Comments from Public – *The public may comment on any item within the District’s jurisdiction. Please limit your comments to three (3) minutes in length.*

Action Items – *Public comment will be received. Please limit your comments to three (3) minutes per item.*

1. Consider Adoption of February 17, 2026 Committee Meeting Minutes

2. Consider Entering Into a Contract With GSI Environmental To Provide Groundwater Modeling Support to the District
3. Consider Adoption of Resolution No. 2026-01 Authorizing an Exception to the CalPERS 180-Day Wait Period for Hiring a Retired Annuitant and Authorization to Execute an Employment Agreement with Stephanie Locke to Fill a Critical Need in the Water Demand Division and the District
4. Consider Adoption of Treasurer’s Report for February 2026
5. Consider Authorization of Various Software Subscriptions Agreements and a New Information Technology Services Contract with DeVeera, Inc.

Informational Items - *Public comment will be received. Please limit your comments to three (3) minutes per item.*

6. Report on Activity/Progress on Contracts Over \$25,000
7. Status Report on – Public’s Ownership of Monterey Water System

Discussion/Other Items - *Public comment will be received. Please limit your comments to three (3) minutes per item.*

8. Update on the Water Supply Charge Reimbursement Project (*Verbal Report*)
9. Review Draft April 20, 2026 Special and Regular Board Meeting Agenda

Suggest Items to be Placed on Future Agendas

Adjournment

Accessibility

In accordance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. MPWMD will also make a reasonable effort to provide translation services upon request. Please send a description of the requested materials and preferred alternative format or auxiliary aid or service at least 48 hours prior to the scheduled meeting date/time. Requests should be forwarded to Sara Reyes by e-mail at sara@mpwmd.net or at (831) 658-5610.

Options for Providing Public Comment

Attend In-Person

The Finance and Administration Committee meeting will be held in the Main Conference Room at **5 Harris Court, Building G, Monterey, CA 93942** and has limited seating capacity.

Submission of Written Public Comment

Send written comments to District Office, 5 Harris Court, Building G, Monterey, CA or online at comments@mpwmd.net. Include the following subject line: "PUBLIC COMMENT ITEM #" (insert the agenda item number relevant to your comment). Written comments must be received by 12:00 PM the day of the meeting. All submitted comments will be provided to the Committee, compiled as part of the record, and placed on the District’s website as part of the agenda packet for the meeting. Correspondence is not read during public comment portion of the meeting.

Instructions for Connecting to the Zoom Meeting can be found at <https://www.mpwmd.net/instructions-for-connecting-to-the-zoom-meetings/>

Refer to the Meeting Rules to review the complete Rules of Procedure for MPWMD Board and Committee Meetings: <https://www.mpwmd.net/who-we-are/board-of-directors/meeting-rules-of-the-mpwmd/>

FINANCE AND ADMINISTRATION COMMITTEE**ITEM: ACTION ITEM****1. CONSIDER ADOPTION OF FEBRUARY 17, 2026, COMMITTEE MEETING MINUTES****Meeting Date: April 13, 2026****From: David J. Stoldt,
General Manager****Prepared By: Sara Reyes**

SUMMARY: Attached as **Exhibit 1-A** are the draft minutes of the Finance and Administration Committee meeting held on February 17, 2026.

RECOMMENDATION: Staff recommends that the Finance and Administration Committee review and adopt the minutes by motion.

EXHIBIT**1-A** Draft Minutes of February 17, 2026, Finance and Administration Committee Meeting



DRAFT MINUTES
Finance and Administration Committee
February 17, 2026, at 2:00 p.m.

Meeting Location: District Office, Main Conference Room
 5 Harris Court, Building G., Monterey, CA 93940
(Hybrid: Meeting Held In-Person and via Zoom – Teleconferencing means)

Call to Order

Chair Riley called the meeting to order at 2:02 p.m.

Committee Members Present

George Riley, Chair
 Karen Paull
 Rebecca Lindor

Committee Members Absent

None

District Staff Members Present

Mike McCullough, Assistant General Manager
 Nishil Bali, Chief Financial Officer/Administrative Services Manager
 Sara Reyes, Executive Assistant/Board Clerk
(Remote)
 Sandra Alonso, Office Specialist 1

District Counsel Present

David Laredo, De Lay & Laredo

Additions and Corrections to the Agenda

None

Comments from the Public

None

Action Items

Chair Riley introduced the item.

1. Consider Adoption of December 8, 2025, Committee Meeting Minutes

On a motion by Riley, seconded by Lindor, the minutes of the December 8, 2025, committee meeting were approved 3-0.

2. Consider Adoption of Treasurer's Report for December 2025

On a motion by Paull, seconded by Lindor, the Finance and Administration Committee recommended that the Board adopt the December 2025 Treasurer's report and statement of Revenues and Expenditures, and ratify the disbursement made during this month. The motion passed unanimously on a 3-0 vote.

Director Riley noted minor adjustments to the report to reflect an individual summary of the subtotal on the Treasurer's Report.

3. Receive and File Second Quarter Financial Activity Report for Fiscal Year 2025-2026

This item was presented for review to the committee. No action was required or taken by the committee.

4. Consider Approval of Annual Update to Investment Policy

On a motion by Riley, seconded by Lindor, the Finance and Administration Committee recommended that the Investment Policy be adopted by the Board. The motion passed unanimously on a 3-0 vote.

5. Consider Approval of the Second Quarter Fiscal Year 2025-2026 Investment Report.

On a motion by Paull, seconded by Lindor, the Finance and Administration Committee recommended that the Board approve the Second Quarter Fiscal Year 2025-2026 Investment Report. The motion passed unanimously on a 3-0 vote.

6. Consider Adoption of Mid-Year Fiscal Year 2025-2026 Budget Adjustment

On a motion by Riley, seconded by Paull, the Finance and Administration Committee recommended that the Board adopt the proposed mid-year budget adjustment for FY 2025-2026. The motion passed unanimously on a 3-0 vote.

Informational Items

7. Report on Activity/Progress on Contracts Over \$25,000

This item was presented as information to the committee. No action was required or taken by the committee.

8. Status Report on Spending Expenditures – Public’s Ownership of Monterey Water System

This item was presented as information to the committee. No action was required or taken by the committee.

Discussion Items

9. Adopt 2026 Committee Meeting Schedule

On a motion by Lindor, seconded by Paull, the 2026 Finance and Administration Committee meeting schedule was adopted on a vote of 3 Ayes (Lindor, Paull, and Riley), and 0 Noes.

10. Review Draft February 23, 2026, Regular Board Meeting Agenda and March 6, 2026, Board Workshop Meeting Agenda

The Committee reviewed the draft agendas for the February 23, 2026, Regular Board meeting and the March 6, 2026, Board Workshop Meeting and made no changes.

Adjournment

There being no further business, Chair Riley adjourned the meeting at 3:33 p.m.

/s/ Sara Reyes

Sara Reyes, Committee Clerk to the
MPWMD Finance and Administration Committee

Reviewed and Approved by the MPWMD Finance and Administration Committee _____.

Received by the MPWMD Board of Directors on _____.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

2. CONSIDER ENTERING INTO A CONTRACT WITH GSI ENVIRONMENTAL TO PROVIDE GROUNDWATER MODELING SUPPORT TO THE DISTRICT

Meeting Date:	April 13, 2026	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item:	Carmel River Basin Modeling 1-1-3
Prepared By:	Jonathan Lear	Cost Estimate:	\$68,000

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on April 13, 2026, and recommended _____.

CEQA Compliance: This action is a categoric exemption from CEQA under CEQA Guideline Section 15301 for “Existing Facilities.” District will prepare a NOE for this effort

SUMMARY: District Staff has been working with two groundwater models over the past number of years to support the development of water resources projects, the evaluation of possibly removing Los Padres Reservoir, and the effects of climate change on the future of water resources on the Monterey Bay region. District staff has been working with Monterey One Water (M1W) to support the effort of expanding Pure Water Monterey and to permit the ongoing tracer test associated with the current operating project. In 2020 District staff worked with the United States Geological Survey (USGS) to develop the Carmel River Basin Hydrologic Model (CRBHM) that was used to evaluate the alternatives for Los Padres Dam and climate change on the Carmel River Basin.

The CRBHM was built with historic climate and pumping data from 1992 to 2010. It is time to bring these data up to 2025 and check the calibration of the model. The team the District worked with to build the CRBHM was led by Richard Niswonger, PhD at the USGS who is also the individual that developed the Modflow code used to model the Carmel River Basin. Richard has now moved on to work for GSI Environmental and is available to lead the team to provide the proposed updates to the model. This update is included in the District budget under line item 1-1-3.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board authorize District Staff to enter into a contract amendment with GSI Environmental to perform a groundwater model update to the CRBHM and provide technical support to the District in an amount not-to-exceed \$68,000.

BACKGROUND: The District utilizes two groundwater models to simulate hydrologic processes associated with proposed projects such as the Pure Water Monterey Expansion and the

investigation into the removal of Los Padres Dam. The Seaside Groundwater model was developed by the Seaside Watermaster in 2010 and the Carmel River Basin Hydrologic Model was developed by the USGS and District staff in 2020. Both models are currently in use supporting projects including water resources and the evaluation of climate change on future water resources for the Monterey Bay Area.

EXHIBIT

2-A Proposal for Carmel Basin Hydrologic Model Update from GSI Environmental

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PROPOSAL FOR CARMEL RIVER BASIN HYDROLOGIC MODEL UPDATE - 2026



Prepared for:

Monterey Peninsula Water Management
<https://www.mpwmd.net/>



Prepared by:

GSI Environmental Inc.
7595 Irvine Center Dr, Ste 250
Irvine, CA 92618
949-679-1070
www.gsienv.com



GSI Proposal No: 9001462
Issued Date: 20 February 2026

February 20, 2026

Jonathon Lear
Water Resources Manager
Monterey Peninsula Water Management District
jlear@mpwmd.net

Re: Request for Proposal: Carmel River Ground Water Model Support and Update 2026

Dear Mr. Lear,

GSI Environmental Inc. (GSI) is pleased to provide this proposal to assist the Monterey Peninsula Water Management District (MPWMD or the District) with updates and enhancements to the District's regional groundwater-flow model. This work will support the District's ongoing water resources planning, evaluation of pumping impacts, and assessment of hydrologic conditions within the Carmel River Basin and surrounding areas.

GSI offers extensive experience in developing, updating, and calibrating complex groundwater and surface water flow models used for water-supply planning, regulatory reporting, and environmental impact assessments. Our team has a long history of working collaboratively with public agencies and integrating robust analytical tools into water-management workflows.

The District has expressed interest in establishing a master contract under which GSI can perform these tasks, with amendments added as new needs arise. GSI is prepared to support the District under this structure and provide a detailed cost estimate for the tasks listed above.

We look forward to continuing collaboration with the District as we support the refinement and application of its Carmel River Basin Hydrologic Model.

Sincerely,

A handwritten signature in black ink that reads "Richard Niswonger".

Richard Niswonger, PhD
Principal Hydrologist

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ATTACHMENT

Attachment A – Resumes

1.0 QUALIFICATIONS

1.1 Firm Background

GSI is a water resources, environmental engineering, and science consulting firm specializing in monitoring, analyzing, and solving complex natural resource and environmental challenges. Our staff of over 200 professionals combines practical know-how with leading-edge technology and research to deliver timely, innovative, and focused answers to our clients' challenging projects.

Since 1986, GSI has completed nearly 7,000 projects across nearly every continent. Comprising top modelers and the original developers of leading software such as MODFLOW-NWT, MODFLOW-USG, MODFLOW-6, and GSFLOW, GSI's team is uniquely positioned to provide the integrated groundwater and surface-water modeling services needed to update the Carmel River Basin Hydrologic Model (CRBHM or the model). We have unsurpassed understanding and capability in integrated hydrology and river/reservoir operations. Our team includes the staff that previously lead the development of the CRBHM.

The District requests an update to the CRBHM that includes updating climate and pumping data from 2015 to the present, refining the calibration for the Tularcitos Creek watershed that is tributary to the Carmel River, and updating reservoir release strategies to reflect current operational conditions. With expertise in automated PEST calibration and Python-based tool integration (such as pyGSFLOW) , GSI will seamlessly incorporate these updates into the CRBHM workflow.

When conducting site characterization, GSI integrates hydrogeology and watershed processes to evaluate surface-water/groundwater (SW-GW) interactions. These evaluations are critical for understanding low flows, bank storage, and river recharge in the Carmel River Basin. Our multidisciplinary approach allows for the explicit representation of intermittent stream networks and the evaluation of diversion impacts on fish passage and environmental flows. We have successfully provided this type of support to various stakeholders. For the Monterey Peninsula Water Management District (MPWMD or the District), our team is ready to deliver the requested statistical analysis of flows and detailed discussions regarding model error versus model uncertainty to support long-term water resource management and regulatory compliance.

GSI's expertise and services include:

- > Water Resource Evaluation and Modeling
- > Data Assimilation and Processing
- > Integrated Hydrologic Modeling (GSFLOW)
- > Calibration with PEST
- > Sustainable Water Resources Assessments
- > Risk Management and Communication
- > Water Operations and Water Use
- > Data Science & Boutique Applications
- > Climate Change Analysis
- > Water Supply Reliability & Optimization
- > Analysis of Uncertainty and Risk
- > Naturalized Flow Simulations
- > Environmental Flow Assessments
- > Impact Analysis of Future Conditions

More information on our capabilities and experience is available at <https://www.gsienv.com/>.

FIGURE 1: GSI OFFICE LOCATIONS



1.2 Qualifications and Experience to Conduct Scope of Work

GSI is uniquely qualified to execute the CRBHM update, a critical component of the District's water resources management and regulatory compliance efforts. We possess comprehensive expertise in the required methodologies:

Modeling Platform: Our team is proficient in the GSFLOW modeling system, which integrates MODFLOW-NWT and the Precipitation-Runoff Modeling System (PRMS) to simulate all major hydrologic processes. Our staff includes original developers of the GSFLOW and MODFLOW-NWT codes. We are experts in using pyGSFLOW to integrate Python-based tools into the CRBHM workflow.

Advanced Calibration: We have expertise in rigorous re-calibration using the automated software PEST with pilot points. Our team is specifically prepared to check and refine the calibration for the Tularcitos Creek watershed, develop new statistical tables for flows, and develop detailed summaries regarding model error versus model uncertainty to support robust decision-making.

Complex Simulations: We will update climate and pump data from 2015 to the present and refine reservoir release strategies to support evaluation of the impacts of water operations on fish passage, dam alternatives, and long-term climate change resilience.

GSI will leverage our team's unique history as original developers of the CRBHM to ensure a seamless update process, finalize the model build documentation, and provide the technical insights necessary for the District's ongoing water management projects

2.0 TECHNICAL APPROACH

2.1 Task 1: Update climate from 2015 to present, including pumping data, reservoir releases, and any other time-dependent boundary conditions

Interpretation of Services

The modeling database must be updated to current conditions to support a continued simulation period using the latest available data and conceptualizations of the system. This task requires integrating the most recent hydrologic data (2015 to the present) into the CRBHM, including climate forcing, groundwater pumping, reservoir releases, and streamflow. The process of updating model inputs and managing workflows needs to be modernized. The model input must be supplemented with recent climate data and other required changes to bring the model simulation end time through December 31, 2025.

This task focuses on updating model databases and input files to ensure that hydrologic stresses and model responses remain current for ongoing water resource management. This effort involves modifying essential data for the model and finalizing the documentation for the model build. GSI will conduct the update in close collaboration with MPWMD personnel to support the District's long-term planning goals.

Background Information

The CRBHM was developed using GSFLOW, an integrated modeling system that couples MODFLOW-NWT and PRMS to simulate all major hydrologic processes. The model domain consists of a 100 m x 100 m grid designed to explicitly represent the river, its tributaries, reservoir, and the principal alluvial aquifer. This integrated approach is critical for the Carmel River Basin because SW-GW interactions significantly impact low flows, river recharge, and bank storage. Historically, the model has been used to evaluate Cal-Am operations, Los Padres Dam alternatives, and diversion impacts on fish passage. The update will reflect recent hydroclimatic trends and operational changes, providing a robust tool for assessing groundwater sustainability.

How We Will Do the Work

GSI will collaborate with District personnel to establish a reliable process for incorporating new data from 2015 to the present. Our team will (a) update climate data using PRISM mean annual data and local stations and (b) update the MODFLOW Well file using metered data and District land-use estimations. We will update reservoir releases to reflect current management conditions. GSI will plot simulation results against measured data to evaluate the status of model calibration for the updated period.

As part of the modernization effort, our team will integrate Python tools into the MPWMD workflow to streamline future updates. Finally, we will provide a new table of statistics for flows. Deliverables from this task include updated CRBHM model files, integrated Python tools, brief model build documentation, and an updated results summary.

2.2 Task 2: Evaluate the current model's simulated streamflow calibration for the Tularcitos Creek watershed and provide additional calibration to improve simulated streamflow relative to measured streamflow

Interpretation of Services

The Tularcitos watershed calibration needs to be evaluated and refined to ensure that simulated streamflow accurately aligns with measured gage data. This task involves a critical review of the CRBHM performance in this specific watershed tributary to the Carmel River to support reliable

water management decisions and provide a more robust representation of the basin's hydrology. As part of this evaluation, we will evaluate model error and parameter sensitivity to help the District understand the reliability of the model's predictions in this area.

Background Information

The CRBHM explicitly represents a dense network of intermittent streams, including Tularcitos Creek, among several other watershed tributaries to the Carmel River. Previous calibration efforts for the model used PEST with pilot points to estimate critical parameters such as surficial soil hydraulic properties, aquifer hydraulic conductivity, and specific yield. Because the model uses GSFLOW to simulate all major hydrologic processes, the accuracy of streamflow in Tularcitos Creek is essential for generating a reliable dynamic daily hydrograph and understanding SW-GW interactions. Proper calibration of the Tularcitos Creek watershed is vital to the model's overall purpose of supporting basin-wide water resources decision-making.

How We Will Do the Work

GSI will evaluate the current simulated daily streamflow calibration for Tularcitos Creek through a rigorous comparison between model outputs and historical measured streamflow records. Our team will leverage expertise in automated PEST calibration and the pyGSFLOW toolset to refine subbasin-specific parameters, improving the correlation between simulated and observed data.

To provide a quantitative assessment of the model's performance, we will create a new table of statistics for flows. This will be accompanied by a written analysis of model error and sensitivity to model input. These tools will provide the District with a clear understanding of the model's strengths and limitations in the Tularcitos Creek watershed.

3.0 GSI TEAM MEMBER QUALIFICATIONS

For this project, GSI has assembled a seasoned team with key experience relevant to the requirements of the District and the CRBHM update. Our modeling experts are recognized leaders in their fields and include the original developers of the GSFLOW modeling system and MODFLOW-NWT used in the CRBHM.

Our team offers specialized capabilities in integrated hydrology, SW-GW interaction, and automated PEST calibration. Our team looks forward to collaborating with the District to integrate Python-based tools (e.g., pyGSFLOW) into the MPWMD workflow, update critical climate and pump data, and provide essential support for assessing reservoir reliability, groundwater sustainability, and regulatory requirements.

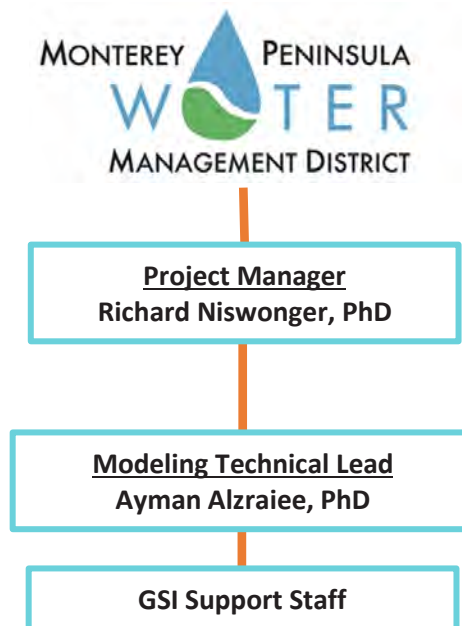
3.1 Key Project Personnel

Richard Niswonger will serve as the principal in charge and primary project manager for this work. He will direct smooth and efficient communication and collaboration with District staff to meet project objectives. As one of the original developers of the Carmel River Model, he will also contribute technically to the model update and provide guidance at critical decision points.

Ayman Alzraiee will provide technical support for model development. He will be responsible for developing and updating Python-based tools and integrating them into the MPWMD workflow. Ayman will also support the re-calibration of the Tularcitos Creek watershed using PEST along with automated and reproducible methods consistent with his experience developing hydrology models.

We will use our collective experience in integrated surface-water/groundwater modeling to deliver a finalized CRBHM update that serves as a robust decision-support tool for the District. Attachment A presents brief resumes for Dr. Niswonger and Dr. Alzraiee.

FIGURE: PROPOSED TEAM ORGANIZATION CHART



Richard Niswonger, PhD, Principal Hydrologist at GSI, is an expert in groundwater and integrated surface-water/groundwater modeling. With 23 years at the U.S. Geological Survey (USGS), he brings deep insight into the complex interactions between groundwater and surface water. He specializes in applying advanced hydrologic models to address challenges such as drought, flooding, and long-term water resources sustainability. Dr. Niswonger has contributed to the development of regional groundwater flow models of the Humboldt, Truckee, and Carson River basins. He has developed integrated models of the Russian River, Carmel River, and the Upper Colorado River. Dr. Niswonger’s expertise includes data production and model calibration, results analysis, and integration with operations models. He is the lead developer of USGS MODFLOW-NWT and GSFLOW software, and he is a contributing author to MODFLOW-USG and MODFLOW6.

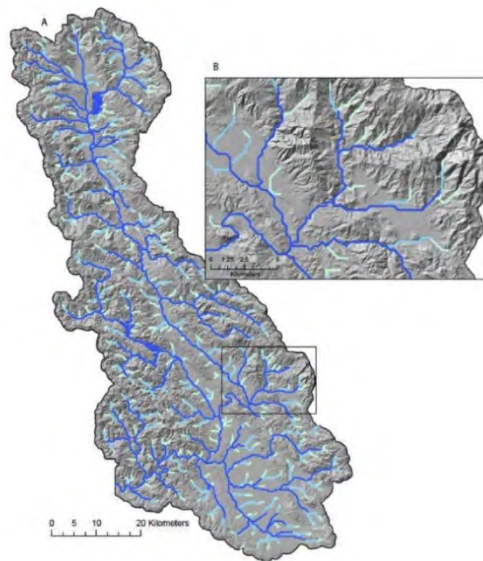


Ayman Alzraiee, PhD, is a Senior Hydrologist at GSI with extensive experience in integrated surface-water/groundwater modeling. During nine years as a Research Hydrologist at the USGS, he led the development of models for the Russian River, Santa Rosa, and Yucaipa Valley. Dr. Alzraiee specializes in creating and applying numerical tools and workflows for data validation, rapid model development, and calibration. He developed Enhanced Data Analysis procedures to evaluate water levels, pumping, precipitation, evapotranspiration, and other inputs using univariate, bivariate, and multivariate analyses. These procedures enable outlier detection, error identification, data merging, and correlation analysis. He is highly proficient in modeling software such as FloPy, PyGSFLOW, and PEST++, and has applied machine learning techniques to support hydrologic modeling. As the developer of the Python-based PyGSFLOW, he has built automated, reproducible workflows for model construction and calibration. Dr. Alzraiee’s expertise also includes post-processing and scenario development for water resource management.

3.2 Relevant Project History

Name	Russian River Water Resources Decision Support
Client	Sonoma Water and California State Water Resources Control Board
Consultant	Dr. Richard Niswonger, Principal Hydrologist, GSI
Location	Sonoma County, California
Timeline	2017-2025

The Russian River watershed consists of a mainstem approximately 185 km long that drains an area of about 3,850 km². With diverse urban, agricultural, and forested lands, this watershed supports unique ecosystems and provides habitat for the federally threatened California Coast Chinook Salmon. This project involves the development and application of an integrated hydrology and river operations model using the MODSIM-GSFLOW software. The model dynamically simulates interconnected surface water and groundwater processes, water demands, and reservoir and river operations. The software calculates irrigation demands using reference ET and dynamic, soil-moisture dependent agricultural demands, which informs reservoir releases and irrigation withdrawals from groundwater and on-farm pond storage. The work features improved representation of low flows and represents stream depletion by groundwater pumping. The integrated model provides representation of high flows by including reservoir flood operations and flood water attenuation due to surface-water/groundwater interactions.



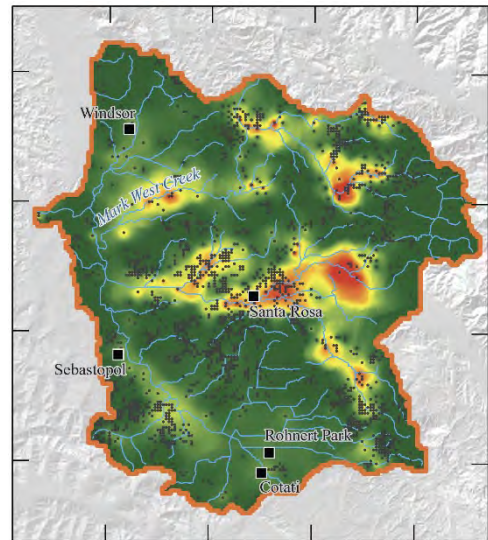
Our first objective was to analyze stream depletion under historical conditions. The second objective was to simulate two historical (1990-2015) and eight future (2016-2099) water use and extreme weather scenarios of interest to water managers in the watershed, including long-term drought conditions. We compared these scenarios in terms of reservoir stages, groundwater storage, streamflow (including mean annual streamflow, streamflow drought, low flows, and high flows), and stream-aquifer exchange. The direct connection between streams and aquifers facilitated (a) annual aquifer replenishment by peak winter streamflow and (b) depletion by

groundwater wells during critical low flow periods (19% of pumped groundwater is sourced from streams).

Simulated streamflow changes included 59% longer and 54% more severe streamflow droughts, 35% lower seasonal low streamflow, and up to 125% higher peak flows, suggesting increased future flood and water availability risks. Results showed the importance of adaptive reservoir operations for mitigating the impacts of increased hydroclimatic volatility. Stakeholders have been using our integrated model to develop water management options (e.g., MAR for water resources sustainability) and plan for increased water demand and more extreme climate conditions in the future. GSI’s ongoing work for this project focuses on model updates and scenario analysis.

Name	Integrated Hydrologic and Water Allocation Modeling in the Santa Rosa Plain
Client	California State Water Resources Control Board and Sonoma Water
Consultant	Dr. Ayman Alzraiee, Senior Hydrologist, GSI
Location	Santa Rosa Plain, Northern California
Timeline	2016-2025

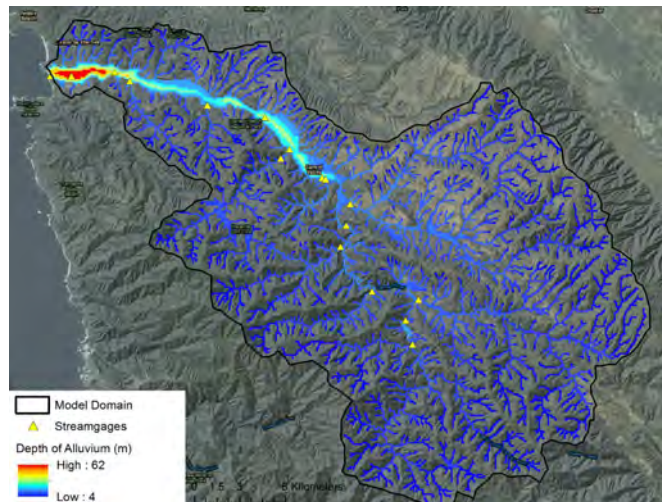
Our team applied the integrated surface water and groundwater model GSFLOW to the Santa Rosa Plain in Sonoma County, California. A key advancement in this project was the application of MODSIM-GSFLOW to represent water allocation, policy-driven surface water distribution, and reservoir operations alongside physically based hydrology. With this coupling, GSI was able to evaluate institutional constraints, water rights, and infrastructure. Our team assessed these factors’ interactions with climate and land use changes, and their effects on water availability and groundwater sustainability. With the model’s downscaled next-century climate projections, our team analyzed potential shifts in recharge timing, streamflow regimes, and groundwater storage. This analysis focused on how stream-aquifer interactions may respond to more frequent drought conditions.



Name	Carmel River Watershed Integrated Modeling Study
Client	Monterey Peninsula Water Management District
Consultant	Dr. Richard Niswonger, Principal Hydrologist, GSI
Location	Carmel River Watershed, Carmel Valley, California
Timeline	2018-2021

We worked with the MPWMD and used GFLOW to develop an integrated hydrology model of the Carmel River watershed, which contains reservoirs and a highly complex stream network surrounded by riparian forests. This comprehensive modeling effort was designed to simulate all major hydrologic processes within the Carmel River watershed, namely climate forcing, watershed runoff processes, groundwater and surface water interactions, and a highly developed groundwater basin. Recognizing the critical importance of groundwater discharge for fish habitat, our main objectives were to (a) simulate instream flow needs for steelhead and (b) evaluate various water supply scenarios and their impact on the Carmel River's low flows.

We collaborated with MPWMD and constructed multiple GSFLOW model configurations to evaluate diverse water management options focused on the Los Padres Reservoir. For these scenarios, we simulated dam removal, various sediment management alternatives, estimation of unimpaired flows, and the effects of raising the dam or dredging the reservoir. The model incorporated detailed representation of the reservoir using the Lake Package and represented river flows and tributaries via the Streamflow Routing (SFR) Package. To achieve compliance with water orders, we implemented changes in groundwater pumping by generating new WELL Package time series input files that reflect reductions in pumping. These simulations directly supported decision-making related to fish habitat and overall water availability in the basin under changing conditions.



4.0 CLIENT REFERENCES

Russian River Integrated Modeling Study, Sonoma Water and CA State Water Resources Control Board

Chris Delaney, PE Principal Engineer (707) 547-1946	404 Aviation Blvd Santa Rosa, CA 95403 Chris.Delaney@scwa.ca.gov
Key Project Personnel: Richard Niswonger, Ayman Alzraiee	

Santa Rosa Integrated Modeling Study, CA State Water Resources Control Board

Shahab Araghinejad, PE, Water Resource Control Engineer, Division of Water Rights, Supply Demand & Instream Flow/Instream Flows Unit (916) 319-0975	1001 I Street Sacramento, CA 95814 Shahab.Araghinejad@Waterboards.ca.gov
Key Project Personnel: Ayman Alzraiee, Richard Niswonger	

5.0 PRICING

GSI is prepared to deliver these services to the District on an as-needed basis for one year and four additional one-year terms, not to exceed five total contract years.

Task 1: Update climate data input from 2015 to the present, including pumping data, reservoir releases, and any other time-dependent data required to run the model through calendar year 2025. Task 1 deliverables will include the updated CRBHM model files, integrated Python tools, a brief model build documentation, and updated results summary that include calibrated results from Task 2.

Required budget = \$39,000.

Task 2: Evaluate the current model’s simulated streamflow calibration for the Tularcitos Creek watershed and provide additional calibration using a combination of automated and manual approaches to improve simulated streamflow relative to measured streamflow.

Required budget = \$29,000.

The total cost to complete Tasks 1-2 is \$68,000.

Attachment A
Resumes



Richard Niswonger, PhD

Principal Hydrologist

PROFESSIONAL PROFILE

Dr. Richard Niswonger is a water resources scientist with 24 years of experience solving complex hydrologic problems across diverse environmental and regulatory settings. He specializes in high-resolution water-use estimation, hydrologic modeling, and geospatial analysis. His expertise is centered on evaluating land-disturbing activities and climatic variability influence watershed response and downstream hydrologic impacts.

RELEVANT EXPERIENCE

Senior Research Manager, National Water Use Program. Rich led teams of scientists to develop national water use models to estimate high-resolution water use for irrigation, public supply, and thermoelectric power plants. This project produced sub-watershed, monthly resolution estimates of water use for the period 2000-2020, which are used to support other USGS initiatives and are broadly used by the water resources community.

Senior Project Manager, Integrated Groundwater and Surface Water Modeling Software (GSFLOW). Rich co-led software development and managed a long-term national project to support applications in the western U.S. This included the development of scripted workflows for creating model applications, analyzing results, and integrating with the linked-flow network model MODSIM to represent reservoir operations and water right allocations.

Technical Lead on Development and Application of MODFLOW Software. Rich was the lead developer of MODFLOW-NWT, Unsaturated-Zone Flow, Agricultural, and Streamflow Routing Packages. These programs have been widely used around the world. He is a contributing author for the MODFLOW-USG and MODFLOW6 programs.

Senior Project Manager, Russian River Basin Integrated MODSIM-GSFLOW Model, California. Rich integrated river operations and hydrologic models to evaluate water resources in the Russian River basin. Model was used to evaluate conjunctive use of surface water and groundwater for agricultural and municipal water use, including reservoir operations and minimum instream flow requirements and water rights, and to evaluate climate change impacts on water resources.

Senior Project Manager, Water for the Seasons Project, Nevada and California. Rich led the USGS component of this USDA-NSF funded project involving a collaborative modeling effort for the Carson and Truckee River basins in California and Nevada. Integrated operations-hydrology models were used to simulate competition for water resources among municipal, agricultural, and wildlife refuges, including future climate change. Models for the Carson River basin and Truckee River basin were used to evaluate sustainability, including using flood flows for managed aquifer recharge.

Education

PhD, Hydrologic Sciences,
University of California,
Davis, 2006

MS, Hydrogeology,
University of Nevada,
Reno, 2001

BS, Environmental
Engineering, Humboldt
State University, 1997

Contact

E: rniswonger@gsienv.com

O: 949.679.1070

C: 831.291.2091

TECHNICAL SKILLS & INNOVATIVE METHODOLOGIES

Technical Advisor, Carmel River Integrated Hydrology, California. Rich worked with water agency staff to develop of a GSFLOW model of the Carmel River basin and water management simulations to evaluate fish habitat and naturalized flow conditions to represent dam removal.

Technical Consultant, Soquel Creek Integrated Hydrology, California. Rich provided technical support for the development of a GSFLOW model used to simulate Soquel Creek watershed hydrology, groundwater sustainability, including sea-water intrusion.

Technical Consultant, Upper Colorado River Basin Integrated Hydrology, Colorado. Rich provided technical support for the development of a GSFLOW model used to evaluate water resources in the Upper Colorado River basin, including simulation of groundwater pumping and capture of river water for agriculture and conjunctive use management scenarios.

Senior Project Manager, Santa Rosa Plain watershed integrated Hydrology, California. Rich managed the development of a GSFLOW model and river operations (MODSIM) model of the Mark West Creek water operations to design water use curtailment operations during drought and future climate change.

Technical Consultant, Integrated Hydrology of the Sandhills Region, Nebraska. Rich provided technical support for a MODFLOW-NWT model of the High Plains Aquifer to evaluate impacts of groundwater pumping for agriculture on sustainability of water resources.

Rigorous Model Validation & Defensibility. To ensure results are legally and technically defensible, Rich has implemented extensive validation protocols. His models have been benchmarked against national networks of field-based measurements. This commitment to validation replaces inconsistent historical reporting with a consistent, reproducible, and transparent scientific framework.

Innovative Analytics & Automated Workflows. Skilled in Python-based data analysis and Explainable AI to attribute water demand variability to specific local features, providing the transparent results required for county-level infrastructure planning. This software development enabled automated workflows that synthesize physics-based and data-driven approaches to reduce uncertainty in water resource assessments.

RELEVANT PUBLICATIONS (MOST RECENT FIRST)

Adera, S., Alzraiee, A., Niswonger, R., Triana, E., Ryter, D., & Engott, J. (2026). Assessing future hydrologic extremes using an integrated hydrology and river operations model in the Russian River watershed. *Journal of Hydrology: Regional Studies*, 63, 103016.

Harris, M. A., Diehl, T. H., Sanisaca, L. G., Galanter, A. E., Lombard, M. A., Skinner, K. D., Chamberlin, C., McCarthy, B. A., Niswonger, R., Stewart, J. S., & Valseth, K. J. (2025). Automating physics-based models to estimate thermoelectric-power water use. *Environmental Modelling & Software*, 185, 106265.

Martin, D. J., Niswonger, R. G., Regan, R. S., Huntington, J. L., Ott, T., Morton, C., Senay, G. B., et al. (2025). Estimating irrigation consumptive use for the conterminous United States: Coupling satellite-sourced estimates of actual evapotranspiration with a national hydrologic model. *Journal of Hydrology*, 133909.

Larsen, J. D., Alzraiee, A. H., Niswonger, R. G., Martin, D. J., Buchwald, C. A., Dieter, C., & Houston, N. A. (2025). Public supply water delivery analysis and estimation for the conterminous United States. *Water Resources Research*, 61(6), e2024WR039271.

- Skinner, K. D., Niswonger, R. G., Harris, M. A., McCarthy, B. A., Chamberlin, C., Lombard, M. A., Diehl, T. H., et al. (2025). Water withdrawal and consumption trends for thermoelectric-power plants in the conterminous United States, 2008–2020. *ACS ES&T Water*, 5(10), 5820–5831.
- Luukkonen, C. L., Alzraiee, A. H., Herbert, D. M., Niswonger, R. G., Larsen, J. D., Buchwald, C. A., Houston, N. A., et al. (2025). Harmonization of a water withdrawal dataset for the conterminous United States. *JAWRA Journal of the American Water Resources Association*, 61(6), e70054.
- Alzraiee, A. H., & Niswonger, R. G. (2024). A probabilistic approach to training machine learning models using noisy data. *Environmental Modelling & Software*, 179, 106133.
- Carroll, R. W., Niswonger, R. G., Ulrich, C., Varadharajan, C., Siirila-Woodburn, E. R., & Williams, K. H. (2024). Declining groundwater storage expected to amplify mountain streamflow reductions in a warmer world. *Nature Water*, 2(5), 419–433.
- Alzraiee, A., Niswonger, R., Luukkonen, C., Larsen, J., Martin, D., Herbert, D., & Valseth, K. (2024). Next generation public supply water withdrawal estimation for the conterminous United States using machine learning and operational frameworks. *Water Resources Research*, 60(7), e2023WR036632.
- Buchwald, C. A., Houston, N. A., Stewart, J. S., Alzraiee, A. H., Niswonger, R. G., & Larsen, J. D. (2024). Development and evaluation of public-supply community water service area boundaries for the conterminous United States. *JAWRA Journal of the American Water Resources Association*.
- Mei, Y., Mai, J., Do, H. X., Gronewold, A., Reeves, H., Eberts, S., Niswonger, R., Regan, R. S., & Hunt, R. J. (2023). Can hydrological models benefit from using global soil moisture, evapotranspiration, and runoff products as calibration targets? *Water Resources Research*, 59(2), e2022WR032064.
- Luukkonen, C. L., Alzraiee, A. H., Larsen, J. D., Martin, D. J., Herbert, D. M., Buchwald, C. A., Houston, N. A., et al. (2023). Public supply water use reanalysis for 2000–2020 by HUC12, month, and year for the conterminous United States. U.S. Geological Survey Data Release. <https://doi.org/10.5066/P9FUL880>
- Martin, D. J., Regan, R. S., Haynes, J. V., Read, A. L., Henson, W. R., Stewart, J. S., Brandt, J. T., & Niswonger, R. G. (2023). Irrigation water use reanalysis for the 2000–2020 period by HUC12, month, and year for the conterminous United States. U.S. Geological Survey Data Release. <https://doi.org/10.5066/P9YWR00J>
- Haynes, J. V., Read, A. L., Chan, A. Y., Martin, D. J., Regan, R. S., Henson, W. R., Niswonger, R. G., & Stewart, J. S. (2023). Monthly crop irrigation withdrawals and efficiencies by HUC12 watershed for years 2000–2020. U.S. Geological Survey Data Release. <https://doi.org/10.5066/P9LGISUM>
- Galanter, A. E., Gorman Sanisaca, L. E., Skinner, K. D., Harris, M. A., Diehl, T. H., Chamberlin, C. A., McCarthy, B. A., et al. (2023). Thermoelectric-power water use reanalysis for the 2008–2020 period. U.S. Geological Survey Data Release. <https://doi.org/10.5066/P9ZE2FVM>
- Gorman Sanisaca, L. E., Galanter, A. E., Skinner, K. D., Harris, M. A., Diehl, T. H., Halper, A. S., Mohs, T. G., Roland, V. L., Stewart, J. S., & Niswonger, R. (2023). Thermoelectric-power condenser duty estimates, 2008–2020. U.S. Geological Survey Data Release. <https://doi.org/10.5066/P9XG876W>
- Kitlasten, W., Morway, E. D., Niswonger, R. G., Gardner, M., White, J. T., Triana, E., & Selkowitz, D. (2021). Integrated hydrology and operations modeling to evaluate climate change impacts in an agricultural valley irrigated with snowmelt runoff. *Water Resources Research*, 57(6), e2020WR027924.

- Niswonger, R. G. (2020). An agricultural water use package for MODFLOW and GSFLOW. *Environmental Modelling & Software*, 125, 104617.
- Langevin, C. D., Hughes, J. D., Banta, E. R., Niswonger, R. G., Panday, S., & Provost, A. M. (2017). Documentation for the MODFLOW 6 groundwater flow model. U.S. Geological Survey Techniques and Methods 6-A55.
- Niswonger, R. G., Morway, E. D., Triana, E., & Huntington, J. L. (2017). Managed aquifer recharge through off-season irrigation in agricultural regions. *Water Resources Research*, 53(8), 6970–6992.
- Huntington, J., McGwire, K., Morton, C., Snyder, K., Peterson, S., Erickson, T., Niswonger, R., Carroll, R., Smith, G., & Allen, R. (2016). Assessing the role of climate and resource management on groundwater dependent ecosystem changes in arid environments with the Landsat archive. *Remote Sensing of Environment*, 185, 186–197.
- Carroll, R. W. H., Huntington, J. L., Snyder, K. A., Niswonger, R. G., Morton, C., & Stringham, T. K. (2016). Evaluating mountain meadow groundwater response to Pinyon-Juniper and temperature in a Great Basin watershed. *Ecohydrology*. <https://doi.org/10.1002/eco.1792>
- Niswonger, R. G., Allander, K. K., & Jeton, A. E. (2014). Collaborative modelling and integrated decision support system analysis of a developed terminal lake basin. *Journal of Hydrology*, 517, 521–537.
- Panday, S., Langevin, C. D., Niswonger, R. G., Ibaraki, M., & Hughes, J. D. (2013). MODFLOW–USG version 1: An unstructured grid version of MODFLOW. U.S. Geological Survey Techniques and Methods 6-A45.
- Mejia, J. F., Huntington, J., Hatchett, B., Koracin, D., & Niswonger, R. G. (2012). Linking global climate models to an integrated hydrologic model using an individual station downscaling approach. *Journal of Contemporary Water Research & Education*, 147(1), 17–27.
- Huntington, J. L., & Niswonger, R. G. (2012). Role of surface-water and groundwater interactions on projected summertime streamflow in snow-dominated regions. *Water Resources Research*, 48(11), W11524.
- Niswonger, R. G., Panday, S., & Ibaraki, M. (2011). MODFLOW-NWT: A Newton formulation for MODFLOW-2005. U.S. Geological Survey Techniques and Methods 6-A37.
- Markstrom, S. L., Niswonger, R. G., Regan, R. S., Prudic, D. E., & Barlow, P. M. (2008). GSFLOW: Coupled groundwater and surface-water flow model. U.S. Geological Survey Techniques and Methods 6-D1.
- Niswonger, R. G., & Fogg, G. E. (2008). Influence of perched groundwater on base flow. *Water Resources Research*, 44, W03405.
- Niswonger, R. G., Prudic, D. E., & Regan, R. S. (2006). Documentation of the Unsaturated-Zone Flow (UZF1) Package. U.S. Geological Survey Techniques and Methods 6-A19.
- Fleckenstein, J. H., Niswonger, R., & Fogg, G. E. (2006). Stream–aquifer interactions, geologic heterogeneity, and low-flow management. *Groundwater*, 44(6), 837–852.
- Niswonger, R. G., & Prudic, D. E. (2005). Documentation of the Streamflow-Routing (SFR2) Package. U.S. Geological Survey Techniques and Methods 6-A13.
- Niswonger, R. G., & Prudic, D. E. (2004). Modeling variably saturated flow using kinematic waves in MODFLOW. In J. F. Hogan, F. M. Phillips, & B. R. Scanlon (Eds.), *Groundwater Recharge in a Desert Environment* (pp. 101–112). AGU Water Science and Application Series 9.

AWARDS

American Geophysical Union outstanding student paper award, 2001.

University of California JASTRO-SHIELDS Scholarship Award, 2002-2004 at UD Davis.

USGS Western Region Science Excellence Award, March 2008: "In recognition of outstanding scientific contributions to the U.S. Geological Survey and the Western Region in meeting the critical science needs of the 21st Century."

University of Nevada, Reno Outstanding Faculty Award, 2011-2012: "This annual award is given to recognize outstanding instruction both in and out of the classroom and overall support of program activities."

PROFESSIONAL BACKGROUND

Hydrologist, USGS, 1998 – 2005

Research Hydrologist, USGS, 2005 – 2025

Project Manager, USGS, 2014 – 2020

Water Use Research Manager, USGS, 2020-2025

Curriculum Vitae
Ayman H. Alzraiee, Ph.D.
 Sacramento, California
 Email: aalzraiee@gsi-net.com

Summary of Experience

Ayman H. Alzraiee is a **Senior Hydrologist** at GSI Environmental Inc. He previously served as a **Research Hydrologist** at the United States Geological Survey (USGS) from 2016 to April 2025, where he advanced integrated surface water–groundwater modeling and modern hydrologic data analytics. His expertise encompasses water-use estimation, numerical simulation of flow and transport in porous media, inverse modeling, stochastic hydrogeology, aquifer subsidence, coastal aquifer processes, agricultural groundwater management, manage aquifer, recharge, and large-scale surface–subsurface hydrologic interactions. At the USGS, he led efforts to develop integrated hydrologic models coupling surface water dynamics with variably saturated groundwater flow and created reproducible numerical tools to accelerate model development. He applied machine learning techniques to hydrologic model construction and developed scalable, model-independent data assimilation tools within the PEST++ framework. Notable projects include leading the development of basin-scale integrated models for the Russian River watershed, Santa Rosa watershed, and Yucaipa Valley, as well as serving as technical lead for the national public-supply water-use machine learning model. Prior to the USGS, he was a senior member of the technical staff at Sandia National Laboratories, where he worked on the development of massively parallel multiphase flow and transport simulators (PFLOTRAN) and contributed to long-term performance assessments of subsurface nuclear-waste repositories. He also served as a research scientist at the California Water Institute and completed a postdoctoral fellowship at Colorado State University, conducting research on inverse modeling of aquifer subsidence related to gas storage and CO₂ sequestration, long-term CO₂ trapping using data assimilation, regional stream–aquifer interaction, and agricultural groundwater systems.

EDUCATION

- **Ph.D. Civil and Environmental Engineering** 2007-2011
 Colorado State University, Fort Collins, CO, USA
 Dissertation: “Stochastic Analysis of Flow and Salt Transport in Irrigation and Drainage Subsurface Systems”
- **M.Sc. Civil and Environmental Engineering** 2003-2005
 Colorado State University, Fort Collins, CO, USA
 Thesis: “Using SEAWAT Code to Simulate Seawater Intrusion and Management Alternatives in the Gaza Coastal Aquifer”
- **B.Sc. Civil Engineering** 1996- 2001
 Gaza, Palestine

AWARDS

- USGS Star Employee Award. 2022-2023
- Best Paper Award for 2015 selected by ASCE-EWRI and presented during the World Environmental & Water Resources Congress 2015 in Austin. 2015
- Borland Hydrology Advanced Graduate Student Scholarship 2007
- International Presidential Fellow, Colorado State University 2010 – 2011
- Fulbright Scholarship 2003 – 2005

PROFESSIONAL WORK EXPERIENCE

- (April, 2025-present) **Senior Hydrologist** at GSI Environmental Inc., Sacramento, California.
 - Develop and apply a decision support system tool for Managed Aquifer Recharge feasibility studies.
 - Modeling activities include: modeling of In Situ Vessel Permeable Reactive Barrier for PFAS control, Calibration of the Southern Water Use Caution Area seawater intrusion model, and Hunter Point coastal model.
 - Development of the Explorative Data Analysis tool to support physics-based models and machine learning models.
 - Participated in the development of the Unstructured Grid GSFLOW modeling system.
- (2016-April, 2025) **Research Hydrologist** at the United States Geological Survey (USGS), Sacramento, California.
 - Led the development of several integrated surface water–groundwater models, including the Russian River, Santa Rosa, and Yucaipa models.
 - Served as technical lead for the Public Supply National Water Use model, applying machine learning to estimate public water use across most service areas in the United States.
 - Led the development of PEST++ Data Assimilation, a model-independent system for calibrating high-dimensional hydrologic models in real time.
 - Led the development of Python tools such as pyGSFLOW to support rapid development of integrated hydrologic models.
- (2015 – 2016) **Senior Research & Development Scientist**, Sandia National Laboratories, New Mexico. The work focused on:
 - Using numerical models and statistical tools to ensure compliance of the nuclear Waste Isolation Pilot Plant (WIPP) with environmental regulations.
 - Simulating radionuclide reactive transport in heterogeneous porous media.
 - Contributing to the development of a massively parallelized multiphase flow and transport model (PFLOTRAN) with emphasis on enhancing and advancing the usage of unstructured grids in numerical models.
- (January 2014 – June 2015) **Research Scientist**, California Water Institute, California State University, Fresno.

- Develop new guidelines for estimating salinity leaching requirements of salinity-impaired soils of the San Joaquin Valley, California, by modeling flow and reactive transport in a three-dimensional vadose zone.
- (2012-2014) **Postdoctoral Fellowship**, Padova University, Italy, and Colorado State University.
 - Study aquifer subsidence due to frequent gas injection and extraction in geological formations for storage purposes.
 - Data assimilation of changes in ground surface elevation obtained by Synthetic Aperture Radar (SAR) to estimate the geo-mechanical properties of an aquifer.
 - Regional Stream-Aquifer Interaction in the South Platte Basin, Colorado
 - Evaluation and documentation of the South Platte Decision Support System (SPDSS) Alluvial Groundwater Model.
- (2012-2013) **Consultant and Modeler** in Miller Groundwater Engineering. Part-time work which includes:
 - Modeling of saturated-unsaturated problems.
 - Simulating contaminant transport in fractured media.
 - MODFLOW model development and calibration.

TRAINING & TEACHING EXPERIENCE

- (2024) I co-taught a **Predictive Groundwater Modeling** training class with Jeremy White, Michael Fienen, and Katie Markovich. This course is a practical introduction to using PEST++ software in model calibration and uncertainty analysis.
- (2023) I taught a **Groundwater Modeling** class for graduate students in the *geology department at the California State University at Sacramento*.
- (2022) I taught an **Advanced Hydrogeology** Class for graduate students *in the geology department at the California State University at Sacramento*.
- (2019) I co-taught a training **GSFLOW** class “Coupled Groundwater/Surface-Water Modeling using GSFLOW class (ID2447)” with Richard-Niswonger, Steven Markstrom, and Robert Regan in Sacramento, CA.
- (2018) I co-taught a training **GSFLOW** class “Coupled Groundwater/Surface-Water Modeling using GSFLOW class (ID2447)” with Richard-Niswonger, Murphy Gardner, Steven Markstrom, and Robert Regan in Albuquerque, NM.
- (2018-2025) I monitored and trained multiple USGS employees in groundwater and surface water modeling.

HYDROLOGIC TOOL DEVELOPMENT

- Co-lead developer of PEST++ for data assimilation ([PESTPP-DA](#)), a scalable model-independent tool for data assimilation.
- Co-developer of [pyGSFLOW](#), a Python package to develop GSFLOW models.
- Lead developer of [outliers-detector](#), a tool to train machine learning models using noisy data.

- A contributor to popular modeling tools such as [flop](#), a tool for working with MODFLOW models, and [pyemu](#), a set of Python modules for model-independent, user-friendly, computer model uncertainty analysis.
- Limited contribution to the development of [PFLOTRAN](#), an open source, state-of-the-art massively parallel subsurface flow and reactive transport code.
- MAR-Tool: Decision Support Tool for Managed Aquifer Recharge Feasibility.

RECENT REFEREED JOURNAL PAPERS

- 1- S. Adera, A., **Alzraiee**, A., Niswonger, R., Triana, E., Ryter, D., & Engott, J. (2026). Assessing future hydrologic extremes using an integrated hydrology and river operations model in the Russian River watershed. *Journal of Hydrology: Regional Studies*, 63, 103016. <https://doi.org/10.1016/j.ejrh.2025.103016>
- 2- **Alzraiee**, A., & Niswonger, R. (2025). Toward integrated hydrologic modeling for climate adaptation and river operations. *HydroVisions*, 34(3), 4–7.
- 3- Luukkonen, C. L., **Alzraiee**, A. H., Herbert, D. M., Niswonger, R. G., Larsen, J. D., Buchwald, C. & Stewart, J. S. (2025). Harmonization of a Water Withdrawal Dataset for the Conterminous United States. *JAWRA Journal of the American Water Resources Association*, 61(6), e70054.
- 4- Ryter, D. W., **Alzraiee**, A. H., & Niswonger, R. G. (2025). Simulation of the impacts of projected climate change on groundwater resources in the Urban, Semiarid Yucaipa Valley Watershed, Southern California using an integrated hydrologic model. *Journal of Hydrology: Regional Studies*, 60, 102461.
- 5- **Alzraiee**, A., Niswonger, R., Luukkonen, C., Larsen, J., Martin, D., Herbert, D., et al. (2024). Next-generation public supply water withdrawal estimation for the conterminous United States using machine learning and operational frameworks. *Water Resources Research*, 60,e2023WR036632. <https://doi.org/10.1029/2023WR036632>
- 6- **Alzraiee**, A.H. and Niswonger, R.G., 2024. A probabilistic approach to training machine learning models using noisy data. *Environmental Modelling & Software*, 179, p.106133.
- 7- Larsen, Joshua D., **Ayman H. Alzraiee**, Richard G. Niswonger, Donald J. Martin, Cheryl A. Buchwald, Cheryl Dieter, Carol Luukkonen et al. "Public supply water delivery analysis and estimation for the conterminous United States." *Water Resources Research* 61, no. 6 (2025): e2024WR039271.
- 8- Buchwald, C.A., Houston, N.A., Stewart, J.S., **Alzraiee**, A.H., Niswonger, R.G. and Larsen, J.D., 2024. Development and evaluation of public-supply community water service area boundaries for the conterminous United States. *JAWRA Journal of the American Water Resources Association*.

- 9- Knowling, M.J., White, J.T., Grigg, D., Collins, C., Westra, S., Walker, R.R., Pellegrino, A., Ostendorf, B., Bennett, B. and **Alzraiee**, A. (2023). Operationalizing crop model data assimilation for improved on-farm situational awareness. *Agricultural and Forest Meteorology*, 338, p.109502.
- 10- **Alzraiee**, A. H., White, J. T., Knowling, M. J., Hunt, R. J., & Fienen, M. N. (2022). A scalable model-independent iterative data assimilation tool for sequential and batch estimation of high-dimensional model parameters and states. *Environmental Modelling & Software*, 105284.
- 11- Larsen JD, **Alzraiee** AH, Martin D, and Niswonger RG (2022) Rapid Model Development for GSFLOW With Python and pyGSFLOW. *Front. Earth Sci.* 10:907533. doi: 10.3389/feart.2022.907533
- 12- Larsen, J., **Alzraiee**, A.H., Niswonger, R.G. (2022). Integrated hydrologic model development and postprocessing for GSFLOW using pyGSFLOW. *Journal of Open-Source Software*, 7(72), 3852, <https://doi.org/10.21105/joss.0385>
- 13- Oikonomou, P. D., **Alzraiee**, A. H., Karavitis, C. A., & Waskom, R. M. (2018). A novel framework for filling data gaps in groundwater level observations. *Advances in Water Resources*, 119, 111-124.
- 14- **Alzraiee**, A.H., Bailey, R., and Bau, D. (2017) “Assimilation of Historical Head Data to Estimate Spatial Distribution of Stream Bed and Aquifer Hydraulic Conductivity Fields. *Hydrological Processes*, 31 (7). pp. 1527-1538. ISSN 0885-6087, <https://doi.org/10.1002/hyp.1>
- 15- Zoccarato, C., D. Baù, M. Ferronato, G. Gambolati, A. **Alzraiee**, and P. Teatini (2016), Data assimilation of surface displacements to improve geomechanical parameters of gas storage reservoirs, *J. Geophys. Res. Solid Earth*, 121, 1441–1461, doi:10.1002/2015JB012090.
- 16- González-Nicolás, A., D. Baù and A. **Alzraiee** (2015). “Detection of potential leakage pathways from geological carbon storage by fluid pressure data assimilation.” *Advances in Water Resources*, 10.1016/j.advwatres.2015.10.
- 17- González-Nicolás, A., D. Baù, B. Cody y A. **Alzraiee** (2015). “Stochastic and Global Sensitivity Analyses of Uncertain Parameters Affecting the Safety of Geological Carbon Storage in Saline Aquifers of the Michigan Basin.” *International Journal of Greenhouse Gas Control* 37 (June): 99–114. oi:10.1016/j.ijggc.2015.03.008.
- 18- D. Bau', A. **Alzraiee**, C. Zoccarato, G. Gambolati, M. Ferronato, F. Bottazzi, S. Mantica, and P. Teatini, (2015) “Testing a data assimilation approach to reduce geomechanical uncertainties in modelling land subsidence”, *Environmental Geotechnique*, doi:10.1680/envgeo 15.00005.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

3. CONSIDER ADOPTION OF RESOLUTION 2026-01 AUTHORIZING AN EXCEPTION TO THE CALPERS 180-DAY WAIT PERIOD FOR HIRING A RETIRED ANNUITANT AND AUTHORIZATION TO EXECUTE AN EMPLOYMENT AGREEMENT WITH STEPHANIE LOCKE TO FILL A CRITICAL NEED IN THE WATER DEMAND DIVISION AND THE DISTRICT

Meeting Date:	April 13, 2026	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
Prepared By:	Nishil Bali	Cost Estimate:	N/A

General Counsel Approval: April 08, 2026

Committee Recommendation: The Finance and Administration Committee reviewed this item on April 13, 2026, and recommended _____.

CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

SUMMARY: The District's Water Demand Manager (WDM) has announced her retirement, effective April 27, 2026, after 38 years of service. The District is actively recruiting her replacement, with a new hire expected to start in May 2026. Given the specialized nature of the role and the time required to train a successor and ensure a smooth transition, the District proposes offering Ms. Locke a limited-term, part-time contract as a retired annuitant.

The Water Demand Manager position is critical to the District's core operations, including regulatory implementation, water conservation programming, ordinance administration, and direct public engagement. A vacancy in this role would result in a loss of operational continuity, reduced oversight of regulatory functions, and potential delays in the implementation of Board-directed policies and programs.

To avoid disruption to public business, staff recommend retaining Ms. Locke on a limited-term basis to continue performing essential functions of the position and to provide structured onboarding and training to the incoming WDM. This transition support will include transfer of institutional knowledge, interpretation and application of District rules and regulations, and guidance on ongoing projects, priorities, and regulatory responsibilities.

Ms. Locke possesses specialized skills and institutional knowledge that are not readily available within the existing workforce or through external recruitment in the timeframe required. Over her tenure, she has authored 80+ District ordinances and has extensive experience administering and interpreting the District's regulatory framework. Her continued service is also essential to advancing the Board's Strategic Goal #6: Update and Prioritize District Rules and Regulations.

Progress on this goal requires detailed knowledge of the District's historical policies, legal framework, and prior Board actions, knowledge that is uniquely held by Ms. Locke.

As a Retired Annuitant, Ms. Locke shall be compensated on an hourly basis at the approved salary range for the classification of Water Demand Manager, as adopted by the District's salary schedule and as may be amended from time to time by the Board of Directors.

Effective July 1, 2026, the hourly rate shall be adjusted consistent with any Board-approved, across-the-board salary schedule increase applicable to this classification. Compensation shall not exceed the maximum of the salary range for the position. Compensation is tied to the District's publicly adopted salary schedule and is not a fixed or individually negotiated rate. The District proposes a contract end date of June 30, 2027, as a retired annuitant.

The Retired Annuitant shall not be eligible for any additional compensation, including but not limited to bonuses, incentives, or benefits, except as permitted under applicable law governing retired annuitants.

Pursuant to California Government Code sections 7522.56 and 21224, a retired annuitant may not be reemployed within 180 days of retirement; however, exceptions are permitted in cases of critical need or when specialized skills are required. If a public agency hires a retiree within 180 days of their retirement, the governing body must approve a resolution certifying the appointment. This report and the accompanying resolution certify that:

- The Water Demand Manager position is a critically needed position that would otherwise result in disruption to public business.
- Ms. Locke possesses specialized skills and institutional knowledge essential to the performance and continuity of the work.
- These skills are not otherwise available within the district and are essential to be transferred to her successor.
- The proposed appointment is necessary to ensure continuity of operations and to prevent interruption of public services.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board adopt Resolution 2026-01 authorizing an exception to the CalPERS 180-day wait period to hire Stephanie Locke as a part-time, limited-term employee and authorize the General Manager to execute an Employment Agreement with Stephanie Locke at a rate of \$91.00 per hour with a not to exceed term of June 30, 2027 to fill critical needs in the Water Demand Division and the District.

IMPACTS TO STAFF/RESOURCES: The cost to the District for the contract through June 30, 2026, is estimated to be \$30,000. If extended through June 30, 2027, the total cost is not expected to exceed \$88,000, with this estimate to be included in the proposed FY 2026–27 budget.

EXHIBIT

3-A Resolution 2026-01

3-B Employment Agreement



EXHIBIT 3-A

DRAFT

RESOLUTION NO. 2026-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT REGARDING
AUTHORIZING AN EXCEPTION TO THE 180-DAY WAIT
PERIOD GOVERNMENT CODE SECTIONS 7522.56 & 21224**

The Board of Directors of the Monterey Peninsula Water Management District hereby finds and resolves as follows:

WHEREAS, Stephanie Locke, CalPERS ID 4132922376, will retire from the District in the position of Water Demand Manager effective April 27, 2026; and

WHEREAS, the District is actively recruiting for a successor; however, due to the specialized nature of the position and the time required to complete recruitment and hiring, a vacancy is anticipated; and

WHEREAS, the Water Demand Manager position is a critically needed position responsible for core District functions, including regulatory implementation, water conservation programming, ordinance administration, and public engagement; and

WHEREAS, a vacancy in this position will result in disruption to public business, including reduced oversight of regulatory functions and delays in implementation of Board-directed policies and programs; and

WHEREAS, Government Code sections 7522.56 and 21224 require a 180-day break in service unless the governing body certifies that the appointment is necessary to fill a critically needed position, that the retiree possesses specialized skills, and that the appointment is necessary to prevent stoppage of public business; and

WHEREAS, Ms. Locke's continued service is necessary to support implementation of the Board's Strategic Goal #6: Update and Prioritize District Rules and Regulations, which

requires continuity of leadership and specialized institutional knowledge of the District's regulatory framework;

WHEREAS, such specialized skills and institutional knowledge are not otherwise available within the District or through recruitment in the timeframe required; and

WHEREAS, the appointment of Stephanie Locke is necessary to ensure continuity of operations and to prevent interruption of public services; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, Stephanie Locke has not and will not receive any retirement-related incentive, including a Golden Handshake, as defined by Government Code section 7522.56; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the District certifies that the need for this appointment was not fully known at the time of retirement and that the employment has not been prearranged;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Monterey Peninsula Water Management District hereby:

1. **Finds** that the Water Demand Manager position is a critically needed position.
2. **Finds** that a vacancy in this position will result in disruption to public business.
3. **Finds** that Stephanie Locke possesses specialized skills and institutional knowledge essential to the performance of the work.
4. **Finds** that such skills are not otherwise available within the District or through recruitment in the timeframe required.
5. **Finds** that this appointment is necessary to support implementation of Strategic Goal #6, which depends on specialized expertise and continuity in the administration and development of District rules and regulations.
6. **Finds** that the appointment is necessary to ensure continuity of operations and to prevent interruption of public services.
7. **Certifies** that the appointment is not the result of any prearranged agreement and is necessary to address a time-sensitive operational need.

8. **Approves** an exception to the 180-day waiting period pursuant to Government Code sections 7522.56 and 21224.
9. **Appoints** Stephanie Locke as a part-time, limited-term retired annuitant effective April 28, 2026.
10. **Authorizes** employment for up to 960 hours per fiscal year.
11. **Authorizes** compensation at an hourly rate of \$91.00, which falls within the publicly adopted salary schedule for the Water Demand Manager classification and is neither less than the minimum nor greater than the maximum salary for comparable positions, converted to an hourly rate.
12. **Confirms** that Stephanie Locke shall not receive any additional compensation, benefits, incentives, or compensation in lieu of benefits, except as permitted by law.

PASSED AND ADOPTED on this _____ day of _____ on motion by Director _____, seconded by Director _____, by the following vote:

AYES:

NAYES:

ABSENT:

I, David J. Stoldt, Secretary of the Board of Directors of the Monterey Peninsula Water Management District, hereby certify that the foregoing resolution was duly adopted on the day of _____ 2026.

Dated:

David J. Stoldt, Secretary to the Board



EXHIBIT 3-B

April 21, 2026

Stephanie Locke
Email: locke@mpwmd.net

Dear Stephanie:

This letter constitutes the District's offer to you for **temporary, part-time employment as a retired annuitant pursuant to Government Code section 21224**, to assist in training the new Water Demand Manager and to support continuity of operations within the Water Demand Division, including performance of essential functions, transfer of institutional knowledge, and to support implementation of the Board's Strategic Goal #6: Update and Prioritize District Rules and Regulations.

This appointment is for a limited term beginning on _____, 2026, and ending no later than June 30, 2027. **Total hours worked shall not exceed 960 hours in any fiscal year.** Your employment is temporary and "at will," and may be terminated at any time, with or without cause. You may, with or without cause, at any time, suspend, terminate, or abandon this employment, by service upon the District of at least thirty (30) days prior written notice.

Compensation:

You will be compensated on an hourly basis at a rate of \$91.00 per hour. This rate falls within the District's publicly adopted salary schedule for the Water Demand Manager classification and is not less than the minimum nor greater than the maximum salary for the position, converted to an hourly rate. **This rate is not individually negotiated and is tied to the District's adopted salary schedule.**

You are covered under the District's Workers' Compensation Insurance. **You shall not be eligible for any benefits, compensation in lieu of benefits, or other forms of compensation, including but not limited to bonuses or incentives, except as required by state or federal law.**

Federal legislation requires the District to deduct applicable payroll taxes, including Medicare contributions, from your compensation. Federal and state income taxes will be withheld based on the Form W-4 you complete. You will submit bi-weekly time records to the General Manager through the District's timekeeping system.

The parties acknowledge that this employment was not prearranged prior to your retirement and is necessary to address a time-sensitive operational need of the District.

Conflicts of Interest:

In accepting this offer, you covenant that you have no interests, and shall not acquire any interests, directly or indirectly, which will conflict in any manner or degree with the performance of your services with the District.

CalPERS Acknowledgement:

You understand that failure to comply with California Public Employee's Retirement System (CalPERS) rules may result in adverse consequences, including but not limited to the suspension or termination of your retirement benefits, reinstatement to active employment status, and repayment of pension benefits. You acknowledge that the District has advised you to seek legal counsel regarding your rights and obligations under CalPERS regulations and the District makes no guarantee about your compliance with those rules.

To indicate your acceptance of these terms, please sign below and return this letter.

Sincerely,

David Stoldt
General Manager

C: HR

I hereby accept the position offered, under the terms set forth above:

Stephanie Locke (Signature)

Date

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**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
TREASURER'S REPORT FOR FEBURARY 2026**

<u>Description</u>	<u>Checking</u>	<u>MPWMD Money Market</u>	<u>California CLASS</u>	<u>L.A.I.F.</u>	<u>Multi-Bank Securities*</u>	<u>MPWMD Total</u>	<u>PB Reclamation Money Market</u>
Beginning Balance (A)	\$1,024,796.34	\$7,081,691.37	\$1,043,920.09	\$16,593,801.84	10,780,465.53	\$36,524,675.17	\$18,851.85
Fees/Deposits		666,120.72				666,120.72	133,000.02
MoCo Tax & WS Chg Installment Pymt						0.00	
Interest Received			2,996.92		18,207.62	21,204.54	
Transfer - Checking/CLASS						0.00	
Transfer - Money Market/LAIF						0.00	
Transfer - Money Market/Checking	5,500,000.00	(5,500,000.00)				0.00	
Transfer - Money Market/Multi-Bank						0.00	
Transfer to CAWD						0.00	(109,000.00)
Sub-total - Receipts/Transfers (B)	\$5,500,000.00	(\$4,833,879.28)	\$2,996.92	-	\$18,207.62	\$687,325.26	\$24,000.02
[1] AP Automation Payments	(177,014.56)					(177,014.56)	
[2] General Checks	(2,759,089.86)					(2,759,089.86)	
[3] Bank Draft Payments	(36,397.47)					(36,397.47)	
[3] Payroll Tax/Benefit Deposits	(180,488.08)					(180,488.08)	
Rebate Payments	-					0.00	
* Payroll Checks/Direct Deposits	(192,256.02)					(192,256.02)	
** Bank Charges/Other	(2,129.66)					(2,129.66)	
*** Bank Corrections/Reversals/Outstanding Payments	(21,215.84)					(21,215.84)	
Voided Checks	-					0.00	
Credit Card Fees						0.00	
Returned Deposits						0.00	
Sub-total - Disbursements (C)	(3,368,591.49)	-	-	-	-	(3,368,591.49)	-
Ending Balance (A+B+C)	\$3,156,204.85	\$2,247,812.09	\$1,046,917.01	\$16,593,801.84	\$10,798,673.15	\$33,843,408.94	\$42,851.87

Refer to Exhibit B for payments totalling [1], [2] and [3]

* Total amount of District Employee and Board payroll

** Merchant account fees from Bank of America

*** Adjustment of month-end Bank to General Ledger balance. Includes outstanding payments from January related to the State Board of Equalization (\$4,130) and California Fish and Wildlife (\$5,014), Summer Splash (\$2,548), among others.

* Fixed Income investments are reported at face value

EXHIBIT 4-B

43

Check Report

By Check Number

Date Range: 02/01/2026 - 02/28/2026



Monterey Peninsula Water Management District

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK	-Bank of America Checking					
Payment Type: Regular						
01195	California Dept. of Fish & Wildlife	02/02/2026	Regular	0.00	771.75	41023
00274	Monterey One Water	02/09/2026	Regular	0.00	2,627,844.12	41024
01020	Sandra Alonso - Petty Cash Custodian	02/17/2026	Regular	0.00	499.99	41027
00274	Monterey One Water	02/27/2026	Regular	0.00	129,974.00	41028
Total Regular:				0.00	2,759,089.86	--[2]

Check Report

Date Range: 02/01/2026 - 02/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Virtual Payment						
00763	ACWA-JPIA	02/02/2026	Virtual Payment	0.00	407.98	APA008042
00767	AFLAC	02/02/2026	Virtual Payment	0.00	541.46	APA008043
00983	Beverly Chaney	02/02/2026	Virtual Payment	0.00	1,499.18	APA008044
12601	Carmel Valley Ace Hardware	02/02/2026	Virtual Payment	0.00	8.80	APA008045
14225	Cla-Val Company	02/02/2026	Virtual Payment	0.00	371.45	APA008046
00046	De Lay & Laredo	02/02/2026	Virtual Payment	0.00	15,852.50	APA008047
00986	Henrietta Stern	02/02/2026	Virtual Payment	0.00	1,444.30	APA008048
04717	Inder Osahan	02/02/2026	Virtual Payment	0.00	1,417.20	APA008049
05371	June Silva	02/02/2026	Virtual Payment	0.00	2,058.80	APA008050
00222	M.J. Murphy	02/02/2026	Virtual Payment	0.00	219.18	APA008051
01012	Mark Dudley	02/02/2026	Virtual Payment	0.00	540.00	APA008052
04715	Matthew Lyons	02/02/2026	Virtual Payment	0.00	410.09	APA008053
00242	MBAS	02/02/2026	Virtual Payment	0.00	1,187.00	APA008054
16182	Monterey County Weekly	02/02/2026	Virtual Payment	0.00	970.00	APA008055
22201	Montgomery & Associates	02/02/2026	Virtual Payment	0.00	9,840.00	APA008056
13396	Navia Benefit Solutions, Inc.	02/02/2026	Virtual Payment	0.00	914.00	APA008057
00251	Rick Dickhaut	02/02/2026	Virtual Payment	0.00	586.00	APA008058
17968	Rutan & Tucker, LLP	02/02/2026	Virtual Payment	0.00	1,580.20	APA008059
00176	Sentry Alarm Systems	02/02/2026	Virtual Payment	0.00	309.25	APA008060
04359	The Carmel Pine Cone	02/02/2026	Virtual Payment	0.00	680.00	APA008061
23550	WellmanAD	02/02/2026	Virtual Payment	0.00	9,075.00	APA008062
08105	Yolanda Munoz	02/02/2026	Virtual Payment	0.00	540.00	APA008063
41145	Advance Cleaning 365, Inc.	02/06/2026	Virtual Payment	0.00	1,850.00	APA008064
28519	Albert A. Webb Associates	02/06/2026	Virtual Payment	0.00	197.50	APA008065
12601	Carmel Valley Ace Hardware	02/06/2026	Virtual Payment	0.00	45.00	APA008066
18734	DeVeera Inc.	02/06/2026	Virtual Payment	0.00	7,968.89	APA008067
13431	Lynx Technologies, Inc	02/06/2026	Virtual Payment	0.00	2,250.00	APA008068
00274	Monterey One Water	02/06/2026	Virtual Payment	0.00	204.60	APA008069
13396	Navia Benefit Solutions, Inc.	02/06/2026	Virtual Payment	0.00	1,502.11	APA008070
00262	Pure H2O	02/06/2026	Virtual Payment	0.00	65.54	APA008071
17965	The Maynard Group	02/06/2026	Virtual Payment	0.00	1,844.37	APA008072
00203	ThyssenKrup Elevator	02/06/2026	Virtual Payment	0.00	824.70	APA008073
28518	Close & Associates, LLC	02/13/2026	Virtual Payment	0.00	7,072.50	APA008074
00028	Colantuono, Highsmith, & Whatley, PC	02/13/2026	Virtual Payment	0.00	630.00	APA008075
00281	CoreLogic Information Solutions, Inc.	02/13/2026	Virtual Payment	0.00	1,315.59	APA008076
18225	DUDEK	02/13/2026	Virtual Payment	0.00	77.50	APA008077
06999	KBA Document Solutions, LLC	02/13/2026	Virtual Payment	0.00	322.16	APA008078
05830	Larry Hampson	02/13/2026	Virtual Payment	0.00	1,499.18	APA008079
00222	M.J. Murphy	02/13/2026	Virtual Payment	0.00	20.66	APA008080
00274	Monterey One Water	02/13/2026	Virtual Payment	0.00	204.60	APA008081
13394	Regional Government Services	02/13/2026	Virtual Payment	0.00	583.00	APA008082
40998	RWG Law	02/13/2026	Virtual Payment	0.00	5,476.08	APA008083
23550	WellmanAD	02/13/2026	Virtual Payment	0.00	9,128.00	APA008084
20230	Zoom Video Communications Inc	02/13/2026	Virtual Payment	0.00	540.52	APA008085
00763	ACWA-JPIA	02/20/2026	Virtual Payment	0.00	397.98	APA010983
00760	Andy Bell	02/20/2026	Virtual Payment	0.00	604.00	APA010984
04041	Cynthia Schmidlin	02/20/2026	Virtual Payment	0.00	1,127.52	APA010985
00192	Extra Space Storage	02/20/2026	Virtual Payment	0.00	510.00	APA010986
04356	Government Finance Officers Association	02/20/2026	Virtual Payment	0.00	360.00	APA010987
02833	Greg James	02/20/2026	Virtual Payment	0.00	1,499.18	APA010988
03857	Joe Oliver	02/20/2026	Virtual Payment	0.00	1,223.80	APA010989
00094	John Arriaga	02/20/2026	Virtual Payment	0.00	4,500.00	APA010990
27302	Kyocera Document Solutions America, Inc.	02/20/2026	Virtual Payment	0.00	535.75	APA010991
00222	M.J. Murphy	02/20/2026	Virtual Payment	0.00	49.57	APA010992
26785	Monterey Bay Pest Control, Inc.	02/20/2026	Virtual Payment	0.00	140.00	APA010993
13396	Navia Benefit Solutions, Inc.	02/20/2026	Virtual Payment	0.00	1,502.11	APA010994
00154	Peninsula Messenger Service	02/20/2026	Virtual Payment	0.00	387.00	APA010995
00176	Sentry Alarm Systems	02/20/2026	Virtual Payment	0.00	34.25	APA010996
09425	The Ferguson Group LLC	02/20/2026	Virtual Payment	0.00	6,300.00	APA010997
22792	Uline	02/20/2026	Virtual Payment	0.00	507.54	APA010998

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00271	UPEC, Local 792	02/20/2026	Virtual Payment	0.00	1,312.50	APA010999
08105	Yolanda Munoz	02/20/2026	Virtual Payment	0.00	540.00	APA011000
00767	AFLAC	02/27/2026	Virtual Payment	0.00	540.94	APA017615
00983	Beverly Chaney	02/27/2026	Virtual Payment	0.00	1,499.48	APA017616
12601	Carmel Valley Ace Hardware	02/27/2026	Virtual Payment	0.00	95.57	APA017617
00046	De Lay & Laredo	02/27/2026	Virtual Payment	0.00	33,732.50	APA017618
18734	DeVeera Inc.	02/27/2026	Virtual Payment	0.00	572.91	APA017619
18225	DUDEK	02/27/2026	Virtual Payment	0.00	1,317.50	APA017620
02656	Graniterock	02/27/2026	Virtual Payment	0.00	209.21	APA017621
02833	Greg James	02/27/2026	Virtual Payment	0.00	1,499.18	APA017622
04717	Inder Osahan	02/27/2026	Virtual Payment	0.00	1,417.20	APA017623
31342	Kennedy/Jenks Consultants, Inc	02/27/2026	Virtual Payment	0.00	13,741.25	APA017624
00222	M.J. Murphy	02/27/2026	Virtual Payment	0.00	24.99	APA017625
01012	Mark Dudley	02/27/2026	Virtual Payment	0.00	540.00	APA017626
00242	MBAS	02/27/2026	Virtual Payment	0.00	1,408.00	APA017627
22201	Montgomery & Associates	02/27/2026	Virtual Payment	0.00	1,800.00	APA017628
13396	Navia Benefit Solutions, Inc.	02/27/2026	Virtual Payment	0.00	200.00	APA017629
00036	Parham Living Trust	02/27/2026	Virtual Payment	0.00	850.00	APA017630
00176	Sentry Alarm Systems	02/27/2026	Virtual Payment	0.00	200.00	APA017631
09989	Star Sanitation Services	02/27/2026	Virtual Payment	0.00	187.51	APA017632
21876	Timothy G. Scarpa	02/27/2026	Virtual Payment	0.00	225.00	APA017633
04366	Tom Lindberg	02/27/2026	Virtual Payment	0.00	1,347.23	APA017634
Total Virtual Payment:				0.00	177,014.56	

--[1]

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Bank Draft						
00252	Cal-Am Water	02/02/2026	Bank Draft	0.00	394.81	DFT0004101
00993	Harris Court Business Park	02/02/2026	Bank Draft	0.00	793.39	DFT0004102
00282	PG&E	02/02/2026	Bank Draft	0.00	3,466.26	DFT0004103
00766	Standard Insurance Company	02/02/2026	Bank Draft	0.00	1,374.94	DFT0004104
18163	Wex Bank	02/02/2026	Bank Draft	0.00	99.76	DFT0004105
00266	I.R.S.	02/06/2026	Bank Draft	0.00	18,990.84	DFT0004106
00266	I.R.S.	02/06/2026	Bank Draft	0.00	4,229.48	DFT0004107
00267	Employment Development Dept.	02/06/2026	Bank Draft	0.00	7,701.37	DFT0004108
00266	I.R.S.	02/06/2026	Bank Draft	0.00	125.00	DFT0004109
00277	Home Depot Credit Services	02/06/2026	Bank Draft	0.00	41.43	DFT0004110
00768	MissionSquare Retirement- 302617	02/06/2026	Bank Draft	0.00	9,773.90	DFT0004111
00256	PERS Retirement	02/06/2026	Bank Draft	0.00	26,192.97	DFT0004112
00282	PG&E	02/06/2026	Bank Draft	0.00	29.75	DFT0004113
00221	Verizon Wireless	02/06/2026	Bank Draft	0.00	964.06	DFT0004114
00266	I.R.S.	02/13/2026	Bank Draft	0.00	47.04	DFT0004115
00266	I.R.S.	02/13/2026	Bank Draft	0.00	200.88	DFT0004116
29035	BlueTriton Brands Inc	02/13/2026	Bank Draft	0.00	205.04	DFT0004117
00769	Laborers Trust Fund of Northern CA	02/13/2026	Bank Draft	0.00	43,004.00	DFT0004118
00259	Marina Coast Water District	02/13/2026	Bank Draft	0.00	4,334.34	DFT0004119
00282	PG&E	02/13/2026	Bank Draft	0.00	9.86	DFT0004120
00266	I.R.S.	02/20/2026	Bank Draft	0.00	19,193.22	DFT0004121
00266	I.R.S.	02/20/2026	Bank Draft	0.00	4,267.32	DFT0004122
00267	Employment Development Dept.	02/20/2026	Bank Draft	0.00	7,788.12	DFT0004123
00266	I.R.S.	02/20/2026	Bank Draft	0.00	157.92	DFT0004124
00768	MissionSquare Retirement- 302617	02/20/2026	Bank Draft	0.00	9,782.56	DFT0004125
00256	PERS Retirement	02/20/2026	Bank Draft	0.00	26,283.62	DFT0004126
00282	PG&E	02/20/2026	Bank Draft	0.00	26.02	DFT0004127
00252	Cal-Am Water	02/27/2026	Bank Draft	0.00	413.39	DFT0004131
00993	Harris Court Business Park	02/27/2026	Bank Draft	0.00	793.39	DFT0004133
00259	Marina Coast Water District	02/27/2026	Bank Draft	0.00	735.28	DFT0004135
00282	PG&E	02/27/2026	Bank Draft	0.00	15,082.02	DFT0004136
00766	Standard Insurance Company	02/27/2026	Bank Draft	0.00	1,374.94	DFT0004137
00221	Verizon Wireless	02/27/2026	Bank Draft	0.00	965.87	DFT0004138
00269	U.S. Bank	02/27/2026	Bank Draft	0.00	8,042.80	DFT0004139
00256	PERS Retirement	02/06/2026	Bank Draft	0.00	-0.04	DFT0004152
Total Bank Draft:				0.00	216,885.55	--[3]

From Treasurer's Report:

Payroll Tax/Benefit Drafts	\$180,488.08	
Other Bank Draft Payments	\$36,397.47	
Deposits Total	\$216,885.55	--[3]



MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH FEBRUARY 28, 2026

	Mitigation	Conservation	Water Supply	Current Period Activity	Current FY Year-to-Date Actual	Current FY Annual Budget	Prior FY Year-to-Date Actual
REVENUES							
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ 1,616,134	\$ 3,000,000	\$ 1,572,150
Water supply charge			-	-	-	-	-
User fees	109,398	109,398	328,193	546,988	4,373,646	7,800,000	4,775,419
Mitigation revenue	-			-	-	-	-
PWM Water Sales			-	-	13,283,099	19,284,012	9,991,927
Capacity fees			40,605	40,605	515,967	600,000	348,132
Permit fees	-	18,781		18,781	173,770	250,000	131,827
Investment income	7,226	7,226	7,445	21,896	594,607	750,000	505,429
Miscellaneous	-	-	69	69	5,011	15,000	6,895
Sub-total district revenues	116,623	135,404	376,312	628,340	20,562,235	31,699,012	17,331,778
Project reimbursements	-	10,298	-	10,298	220,907	1,024,693	845,939
Legal fee reimbursements		450		450	4,424	15,000	2,850
Grants	-	-	216,148	216,148	4,621,420	6,788,929	5,101,264
Recording fees		5,625		5,625	40,250	65,000	38,070
Sub-total reimbursements	-	16,373	216,148	232,521	4,887,001	7,893,622	5,988,123
From Reserves	-	-	-	-	-	2,645,258	-
Total revenues	116,623	151,777	592,460	860,861	25,449,236	42,237,892	23,319,901
EXPENDITURES							
Personnel:							
Salaries	93,103	79,268	122,582	294,954	2,397,249	4,042,800	2,108,629
Retirement	9,032	7,675	12,551	29,257	931,248	1,152,714	809,687
Unemployment Compensation	-	-	-	-	-	10,100	-
Auto Allowance	148	148	443	738	6,055	11,000	3,808
Deferred Compensation	187	187	561	935	7,667	21,614	6,919
Temporary Personnel	-	-	-	-	-	10,000	-
Workers Comp. Ins.	3,710	438	3,323	7,472	63,280	107,950	55,525
Employee Insurance	19,485	17,804	22,032	59,321	441,125	731,422	409,302
Medicare & FICA Taxes	1,566	1,188	1,822	4,576	38,558	82,188	32,294
Personnel Recruitment	521	505	552	1,578	1,578	10,000	37,075
Other benefits	66	64	70	200	2,315	5,000	2,290
Staff Development	115	689	722	1,527	11,326	26,400	12,227
Sub-total personnel costs	127,933	107,966	164,659	400,558	3,900,400	6,211,188	3,477,756
Services & Supplies:							
Board Member Comp	802	802	826	2,430	17,550	37,000	16,740
Board Expenses	46	45	49	140	6,873	10,000	2,369
Rent	593	163	604	1,360	11,390	30,000	9,878
Utilities	1,428	1,358	1,486	4,272	33,230	45,200	29,610
Telephone	1,028	911	871	2,810	23,574	40,800	23,747
Facility Maintenance	1,333	1,293	1,414	4,039	46,115	95,100	29,819
Bank Charges	703	681	745	2,130	11,472	68,000	10,326
Office Supplies	296	113	123	532	15,000	46,700	8,482
Courier Expense	138	133	146	417	4,933	7,600	4,635
Postage & Shipping	111	96	105	312	25,586	30,500	789
Equipment Lease	-	-	-	-	875	13,200	6,493
Equip. Repairs & Maintenance	188	194	206	588	628	5,100	1,891
Printing/Duplicating/Binding	-	50	-	50	2,428	2,600	1,494
IT Supplies/Services	3,205	3,135	3,371	9,712	202,747	299,100	201,945
Operating Supplies	294	1,658	188	2,139	19,564	26,100	19,853
Legal Services	-	-	1,638	1,638	229,728	400,000	395,344
Professional Fees	7,029	6,816	7,455	21,300	259,730	411,200	277,263



MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
 STATEMENT OF REVENUES AND EXPENDITURES
 FOR THE MONTH FEBURARY 28, 2026

	<u>Mitigation</u>	<u>Conservation</u>	<u>Water Supply</u>	<u>Current Period Activity</u>	<u>Current FY Year-to-Date Actual</u>	<u>Current FY Annual Budget</u>	<u>Prior FY Year-to-Date Actual</u>
Transportation	107	-	1,243	1,350	23,227	58,700	33,427
Travel	-	-	683	683	16,623	32,600	5,685
Meeting Expenses	479	464	508	1,450	12,994	17,200	18,189
Insurance	8,649	8,387	9,174	26,210	209,778	342,000	190,496
Legal Notices	-	-	-	-	-	5,700	2,145
Membership Dues	54	53	58	165	39,490	54,900	38,099
Public Outreach	69	67	74	210	6,587	5,500	5,715
Assessors Administration Fee	-	-	-	-	499	25,100	-
Miscellaneous	-	-	-	-	-	3,500	420
Sub-total services & supplies costs	26,553	26,420	30,966	83,938	1,220,622	2,113,400	1,334,855
Project expenditures	11,087	26,593	224,189	261,869	18,295,541	33,030,104	14,026,811
Fixed assets	-	-	-	-	2,447	37,200	12,119
Contingencies	-	-	-	-	-	70,000	-
Election costs	-	-	-	-	-	250,000	-
Debt service: Principal	-	-	-	-	-	-	-
Debt service: Interest	-	-	-	-	-	-	202
Flood drought reserve	-	-	-	-	-	-	-
Capital equipment reserve	-	-	-	-	-	326,000	-
General fund balance	-	-	-	-	-	-	-
Debt Reserve	-	-	-	-	-	-	-
Pension reserve	-	-	-	-	-	100,000	-
OPEB reserve	-	-	-	-	-	100,000	-
Sub-total other	11,087	26,593	224,189	261,869	18,297,988	33,913,304	14,039,132
Total expenditures	165,573	160,978	419,813	746,365	23,419,010	42,237,892	18,851,743
Excess (Deficiency) of revenues over expenditures	\$ (48,950)	\$ (9,201)	\$ 172,647	\$ 114,496	\$ 2,030,226	\$ (0)	\$ 4,468,158

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: ACTION ITEM

5. CONSIDER AUTHORIZATION OF VARIOUS SOFTWARE SUBSCRIPTIONS AGREEMENTS AND A NEW INFORMATION TECHNOLOGY SERVICES CONTRACT WITH DEVEERA, INC.

Meeting Date:	April 13, 2025	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.	Services and Supplies
Prepared By:	Nishil Bali	Cost Estimate:	\$213,400 (Subscriptions) \$94,951.68/yr (Contract)

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on April 13, 2026 and recommended _____.

CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

SUMMARY: Staff requests authorization to continue existing software subscription agreements and related purchases supporting Geographic Information Systems (GIS), Information Technology (IT) services, financial accounting, water demand management systems, watershed analysis, ground and surface water modeling, and topographic data processing. These applications support a wide range of District operations, including IT, GIS, water demand management, and accounting and are essential to daily staff functions.

The District's three-year contract for managed IT services is also set to expire on June 30, 2026. Staff recommends approval of a new managed services agreement with Deveera Inc., the District's current IT provider. Deveera Inc. has a strong understanding of the District's systems, provides responsive support, and remains the most cost-effective option among local vendors.

RECOMMENDATION: The Finance and Administration Committee should recommend that the Board approve software subscription agreements totaling \$213,400 for FY 2026–27, as shown in the table below, along with a 5% contingency for subscriptions, not yet finalized. The Committee should also recommend approval of a three-year contract with Deveera Inc., based on the rates shown in Schedules B and C of the proposed agreement (approximately \$95,000 annually). Note that certain subscriptions listed below, along with their associated support, will be managed by Deveera in accordance with the proposed agreement.

No.	Product	Price
1	ESRI ArcGIS (District Wide)	12,500
2	Adobe Renewal (District Wide)	7,500
3	Anti-Virus (District Wide)	4,800

4	ProofPoint (Email Spam Filter)	2,300
5	Sonicwall (Firewall)	2,500
6	Office 365 Renewal (District Wide)	12,000
7	VMWare (Server configuration)	2,000
8	Microsoft Veam/Azure (Backup)	26,500
9	DocuWare (Financial/HR)	29,000
10	Deveera Managed Services (Recovery)	8,300
11	Tyler Technologies (Financial/HR)	38,000
12	Gravity (Financial)	14,500
13	TrueComp/GovInvest (Financial/HR)	7,500
14	Accela Support (Water Demand)	39,000
15	Kisters North America (Hydrological)	7,000
	TOTAL	\$213,400

IMPACT TO STAFF/RESOURCES: The FY 2026–2027 Information Technology budget will include funding for these agreements and related purchases.

BACKGROUND:

The Finance and Administration Division oversees the majority of the District’s Information Technology (IT) functions through its contracted provider, Deveera Technologies. Over the past three years, Deveera has provided 24/7/365 onsite and remote support services, including management of 24 workstations, 28 servers, business continuity and backup services, and administration of various software licenses for productivity and security applications.

The District’s current three-year contract with Deveera is set to expire on June 30, 2026. During this period, District staff has optimized services by reducing redundancies, including eliminating unnecessary servers and subscriptions. Deveera has submitted a proposal for continued support that reflects these efficiencies, while accounting for an increase in workstations and a reduction in licenses as proposed by staff. The quoted annual cost is comparable to the District’s current expenditures. Deveera has also proposed a reduced hourly rate of \$125 for government clients for services not covered under the agreement.

Staff solicited input from three local IT firms and received one additional proposal. The managed services rate per user from the alternative provider was more than twice that proposed by Deveera. Given Deveera’s thorough understanding of the District’s systems, as well as its history of reliable and responsive service, staff recommends entering into a new three-year agreement for managed IT services at the rates outlined in Schedules B and C of the proposed contract.

The District subscribes to several software services to support its operations as detailed below. Staff recommends continuing these services for the next fiscal year.

- **ArcGIS Platform:** The ArcGIS platform supports a wide range of District data analysis needs, including map production and spatial analysis for engineering, water resource management, fisheries, conservation, and rationing. These functions rely on the collection, management, analysis, and dissemination of geospatial data across the District. The

effectiveness of GIS in serving staff and the public depends on the ability to efficiently analyze and share this data.

- **IT and Finance/Accounting Systems:** The District relies on various software applications to support daily operations and provide real-time financial information. These include systems for financial management, document management, and cybersecurity, such as firewall protection, spam filtering, and data backup and recovery.
- **Water Demand Division (Accela):** The Water Demand Division utilizes Accela software to process permit applications, assess connection charges, conduct inspections, and generate property-related reports for staff and the Board.
- **Kisters Platform:** The Kisters platform supports the District's hydrologic data needs, including streamflow and rainfall data processing, storage, analysis, and reporting. These functions require consistent data management and dissemination to support District operations and decision-making.

EXHIBITS

5-A Proposed Contract for Managed Information Technology Services with Deveera Inc.

MASTER SERVICES AGREEMENT

THIS AGREEMENT dated 7/01/26

BETWEEN:

DeVeera Inc.

957 Blanco Circle, Salinas, CA 93901
(the “Company”);

- and -

Monterey Peninsula Water Management District

5 Harris Ct. Building G, Monterey, CA 93940

(the “Customer”);

WHEREAS:

- DeVeera Inc. carries on the business of providing services to its clients in the field of information technology;
- The Customer wishes to engage DeVeera Inc. as a preferred vendor for the provision of information technology services, such services to be more specifically set out in one or more Statements of Work.

NOW THEREFORE in consideration of the mutual covenants and promises hereinafter to set forth, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, including the recitals and any schedules hereto, unless otherwise stated or unless there is something in the subject matter or context inconsistent therewith:

- (a) **“Agreement”** means this Master Services Agreement, including all Statements of Work (SOWs), schedules, amendments, and any written supplements, and references to “herein”, “hereto”, or similar expressions refer to this Agreement as a whole.
- (b) **“Business”** means the information technology services business operated by DeVeera Inc., including but not limited to network maintenance, data backup, cybersecurity, cloud services, systems design, and general IT consulting.
- (c) **“Confidential Information”** means any information, whether or not owned or developed by the disclosing Party, which the receiving Party may obtain knowledge of through or as a result of the relationship established hereunder with the disclosing Party, access to the disclosing Party’s premises, or communications with the disclosing Party’s employees or independent contractors. Confidential Information includes, but is not limited to, information about the disclosing Party’s finances, operations and maintenance, algorithms, trade secrets, computer programs, design, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, call tracking tables, problem resolution data, personal data, and other information concerning the disclosing Party’s actual or anticipated business, research or development, or which is received in confidence by or for the receiving Party from any other person.
- (d) **“Effective Date”** means the date hereof.
- (e) **“Fees”** means all fees, expenses, taxes and any other charges owing to DeVeera Inc. under this Agreement and any Statement of Work, as set forth in the applicable Statements of Work in accordance with the terms of this Agreement and applicable Statements of Work.
- (f) **“High-Risk Activities”** has the meaning set forth in Section 7.4 herein.
- (g) **“Indemnified Claims”** has the meaning set forth in Section 8.1 herein.
- (h) **“Intellectual Property”** means, without limitation, all ideas, inventions, designs, works, creations, developments, programs, codes, drawings, sketches, working notes, compilations or information, analysis, experiments, data, formula, methods, processes, techniques, prototypes, products, samples, equipment, tools, machines, and includes any modifications or improvements thereto.

- (i) **"Parties"** means the parties to this Agreement and "Party" means any one of them.
- (j) **"Renewal Periods"** means each successive period following the expiration of the initial Term.
- (k) **"Services"** means the services to be provided by DeVeera Inc. to the Customer in accordance with this Agreement and as set forth in one or more Statements of Work.
- (l) **"Statements of Work"** means the statements of work, in the form attached hereto as Schedule "A", to be entered into between DeVeera Inc. and the Customer setting forth the Services, Fees and terms related thereto, and "Statement of Work" means any one of them.
- (m) **"Term"** means [1 Year/ 2 Year/3 Years] commencing on 7/1/2026
- (n) **"Third Party Products"** means any third-party hardware, services or software licensed, purchased and/or used by the Customer or that are not owned or developed by DeVeera Inc..
- (o) **"Security Review"** means any third-party review, security review or general audit of the Customer's information technology hardware and software.

2. SERVICES

- 2.1 DeVeera Inc. agrees to provide the Services to the Customer as set forth in one or more Statements of Work, as may be amended by the Parties' mutual written agreement. DeVeera Inc. shall render the Services subject to and in accordance with the terms and conditions of this Agreement and the Statements of Work. This Agreement shall apply each time the Customer engages DeVeera Inc. to provide Services pursuant to a signed Statement of Work or mutually agreed written change order.
- 2.2 The Customer grants DeVeera Inc., during the Term and any Renewal Period and so long as DeVeera Inc. is not in default under this Agreement, exclusive right to be a preferred vendor for the Services defined in the applicable Statements of Work, except as DeVeera Inc. may otherwise agree to in writing. Unless otherwise expressly provided in a Statement of Work, Services do not include repair of any system or system component which has been damaged as a result of: (A) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than DeVeera Inc. (or its representatives), (B) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (C) the moving of the system from one geographic location or entity to another. Such excluded repairs or services will be provided, if requested by the Customer, at the then-current rates set forth in Schedule B or as otherwise agreed in writing.
- 2.3 The Customer acknowledges that the effectiveness of the Services depends on maintaining appropriate cybersecurity practices within the Customer's environment. The Customer agrees to implement and maintain, at its own expense, reasonable and industry-accepted security measures, including but not limited to:
 - a) keeping all supported devices up to date with vendor-recommended security patches;
 - b) ensuring all users maintain unique, complex passwords and use multifactor authentication where available;
 - c) granting DeVeera Inc. administrative access to systems under management for the purpose of delivering the Services; and
 - d) promptly notifying DeVeera Inc. of any actual or suspected security incident, breach, or unauthorized access to systems or data that may impact the Services.
- 2.4 DeVeera Inc. shall not be responsible or liable for security incidents, breaches, or data loss arising from:
 - a) the Customer's failure to implement recommended security measures
 - b) the use of unsupported, unlicensed, or non-approved software or hardware;
 - c) third-party services not under DeVeera Inc.'s management;
 - d) security vulnerabilities introduced by the Customer or its agents without DeVeera Inc.'s prior knowledge; or
 - e) failure of the Customer to comply with its obligations under this clause.

3. Term

- 3.1 The initial term of this Agreement shall be for the Term of **36** months.
- 3.2 Upon expiration of the Initial Term, this Agreement shall automatically renew on a month-to-month basis (each, a "Renewal Term") under the same terms and conditions, unless and until either Party provides written notice of termination in accordance with this Agreement or the Parties enter into a new written agreement governing the Services.
- 3.3 During any month-to-month Renewal Term, all terms and conditions of this Agreement shall remain in full force and effect. Either Party may terminate this Agreement during a month-to-month Renewal Term in accordance with the termination provisions set forth in Section 19.2. The Parties acknowledge that the month-to-month Renewal Term is intended to provide continuity of Services while a new agreement is negotiated, if applicable.

4. FEES

- 4.1 The Customer shall pay the Fees to DeVeera Inc. at the times and for the amounts set forth in the applicable Statement of Work.

- 4.2 Unless otherwise stated, all Fees and expenses in this Agreement and the Statements of Work are exclusive of applicable taxes. The Customer agrees to pay all such taxes in addition to the Fees.
- 4.3 All Fees set forth herein or in any Statement of Work are subject to an automatic increase of up to five percent (5%) upon each Renewal Period, unless otherwise agreed in writing by the Parties. DeVeera Inc. shall provide reasonable advance notice of such adjustments to facilitate Customer's budgeting.
- 4.4 To ensure billing accuracy, DeVeera Inc. aligns device and user license quantities with Customer's requirements. Customer shall notify DeVeera Inc. of any discrepancies within thirty (30) days of invoice issuance. Adjustments requested after such period will be applied prospectively only.

5. PAYMENT

- 5.1 The Fees shall be payable to DeVeera Inc. in accordance with the terms of the applicable Statement of Work. If no such terms are set forth, the Fees, and all taxes and other charges related thereto, are payable by the Customer upon receipt of an invoice from DeVeera Inc. All sums due and owing under this Agreement or any Statement of Work shall be paid to DeVeera Inc. by way of personal check, certified check, money order, credit card, debit card, automated clearing house transfer, or such other form of payment as DeVeera Inc. may designate.
- 5.2 Any undisputed amount not paid when due shall accrue interest at the rate of twenty-four percent (24%) per annum (2% per month) from the due date until paid in full. In addition to other remedies available to it, DeVeera Inc. may, in its sole discretion, suspend provision of the Services until all amounts in arrears have been paid in full, without such suspension being deemed a breach of this Agreement.
- 5.3 If the Customer disputes any portion of an invoice, the Customer must provide written notice of the dispute within the thirty (30) day period set forth in Section 4.3. The Customer shall timely pay all undisputed amounts, and only the disputed portion may be withheld pending resolution.
- 5.4 The Customer shall pay or reimburse DeVeera Inc. for all reasonable costs and expenses, including legal fees on a solicitor-and-client basis, incurred in collecting amounts due from the Customer or in enforcing the Customer's payment obligations under this Agreement. This Section 5.4 shall survive the termination or expiry of this Agreement.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 6.1 DeVeera Inc. represents, warrants and covenants that it shall perform its activities under this Agreement and the Statements of Work with professional skill, care and diligence reasonably in accordance with the standards of care practiced by suppliers of services substantially similar to those provided under this Agreement and represents, warrants and covenants that the Services will be performed or created in a competent and professional manner, in compliance with all applicable laws and regulations and with all due skill, diligence, prudence and foresight which would be reasonably expected from a service provider skilled and experienced in the Business.
- 6.2 The Customer represents, warrants and covenants that (1) Customer is in good standing and has done all necessary acts to execute and deliver this Agreement and will do all such necessary acts as may be required to give full effect to the matters set out in this Agreement, (2) Customer shall comply with all applicable federal, state, and local laws and regulations applicable to Customer and shall obtain all applicable permits and licenses required of Customer in connection with its obligations under this Agreement, (3) the Customer Data does not and will not infringe upon the proprietary rights of any third party, and (4) Customer shall pay all Fees (including taxes and duties) to DeVeera Inc. when due.
- 6.3 DeVeera Inc. warrants its labor and workmanship for a period of thirty (30) calendar days from the date the applicable service is performed ("Warranty Period"). If, during the Warranty Period, any portion of the Services is found to be defective due to DeVeera Inc.'s workmanship, DeVeera Inc. will, at its sole discretion and at no additional cost to the Customer, re-perform the affected portion of the Services. This warranty does not apply to issues arising from misuse, unauthorized modifications, third-party interference, acts of God, use of Third-Party Products or services not under DeVeera Inc.'s management, or pre-existing conditions not disclosed to DeVeera Inc. prior to service delivery. This labor warranty is, to the fullest extent permitted by law, DeVeera Inc.'s sole obligation and the Customer's exclusive remedy with respect to labor-related defects.
- 6.4 There are no representations or warranties except as specifically set out in this Agreement.

7. LIMITATION OF LIABILITY AND EXPRESS DISCLAIMER

- 7.1 Except as expressly provided in Sections 6.1 and 6.3, DeVeera Inc. (including its affiliates, subcontractors, and agents), and each of their respective employees, officers, and directors (collectively, the "DeVeera Parties") disclaim all other express or implied warranties, conditions, or representations related to the Services, Deliverables, or any system resulting from implementation of recommendations provided under this Agreement. This includes, without limitation, implied warranties or conditions of

merchantability, fitness for a particular purpose, performance, non-infringement, or those arising from statute, usage of trade, or course of dealing. No warranty is made regarding the results to be achieved from the Services or the performance of third-party products or services.

- 7.2 To the maximum extent permitted by law, neither the DeVeera Parties nor the Customer shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, whether foreseeable or not, including but not limited to loss of revenue, profits, data, business opportunities, or business interruption, arising from or related to this Agreement or the performance of the Services — even if advised of the possibility of such damages.
- 7.3 The total aggregate liability of the DeVeera Parties for any and all claims arising out of or related to this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise), shall be limited to the insurance coverage carried by the Company.
- 7.4 The limitations set forth in this Section 7 shall apply notwithstanding any failure of the essential purpose of any remedy and regardless of the legal theory under which damages are sought.
- 7.5 The Services provided under this Agreement are not designed or intended for use in hazardous environments requiring fail-safe performance or in any application where failure of the Services could lead to death, personal injury, or severe physical or environmental damage. DeVeera Inc. expressly disclaims any warranty of fitness for such purposes.
- 7.6 DeVeera Inc. shall have no liability for any security incident, breach, or unauthorized access to data or systems unless such incident is the direct result of DeVeera Inc.'s proven failure to perform the Services in accordance with this Agreement and the applicable Statement of Work, and where DeVeera Inc. had sole administrative control over the entire affected environment at the time of the incident. For clarity, DeVeera Inc. shall not be responsible for security incidents arising from: (a) the Customer's failure to implement recommended security measures; (b) use of unsupported, unlicensed, or non-approved hardware, software, or third-party services; (c) actions or omissions of the Customer or its agents, employees, or other third parties; (d) vulnerabilities in third-party products or services not under DeVeera Inc.'s management; or (e) any breach of the Customer's obligations under the Cybersecurity Requirements set forth in Section 2.

8. INDEMNITY

- 8.1 DeVeera Inc. shall defend, indemnify, and hold harmless the Customer from any third-party claim or action that the Services (excluding Third-Party Products) prepared or produced by DeVeera Inc. and delivered pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights enforceable in [Your Country] ("Indemnified Claims").

DeVeera Inc.'s obligations under this provision are conditional upon the Customer:

- a) providing prompt written notice to DeVeera Inc. of any such claim;
- b) permitting DeVeera Inc. to assume sole control of the defense and settlement;
- c) providing all reasonable assistance in defense of the claim; and
- d) refraining from admitting liability, making any payment, or settling the claim without DeVeera Inc.'s prior written consent

If DeVeera Inc. determines that an Indemnified Claim is likely to result in an adverse ruling, DeVeera Inc. may, at its option and expense:

- a) obtain the right for the Customer to continue using the Services;
- b) modify the Services so they are non-infringing;
- c) replace the Services with a non-infringing equivalent; or
- d) terminate the affected Services and refund any prepaid, unused fees.

- 8.2 DeVeera Inc. shall have no obligation to indemnify for claims arising from:

- a) modifications to the Services not made by or at the direction of DeVeera Inc.;
- b) use or combination of the Services with any product, service, or data not provided by DeVeera Inc., if such use causes the infringement;
- c) compliance with Customer's written instructions or specifications;
- d) any Customer-provided software, materials, or data; or
- e) Customer's failure to implement updates, fixes, or recommendations provided by DeVeera Inc. to address a known or reasonably knowable vulnerability.

- 8.3 The Customer shall defend, indemnify, and hold harmless DeVeera Inc. from and against any third-party claim or action arising out of:

- a) Customer's breach of this Agreement, including its warranties and covenants;
- b) Customer's failure to obtain or maintain any required licenses, rights, or permissions for materials provided to DeVeera Inc.;
- c) any security incident or data breach attributable to Customer's systems, configurations, or failure to follow security recommendations provided by DeVeera Inc.;

- d) use of unsupported or unauthorized hardware, software, or services; or
- e) Customer's violation of applicable laws, regulations, or third-party rights.

- 8.4 Each Party will indemnify and hold harmless the other from any third-party claim for bodily injury or death to the extent caused by that Party's gross negligence or willful misconduct.
- 8.5 The total indemnity obligation of either Party under this Section 8 shall not exceed the amount actually paid by the Customer to DeVeera Inc. for the specific Services giving rise to the claim during the three (3) month period immediately preceding the event giving rise to such claim.

9. CONFIDENTIALITY AND NON-DISCLOSURE

- 9.1 All Confidential Information shall remain the sole property of the disclosing Party and shall be treated by the Parties as proprietary and confidential. Each Party agrees to hold in confidence, not to use, and not to disclose or reveal to any person or entity the Confidential Information received hereunder without the clear and express prior written consent of a duly authorized representative of the disclosing Party. Each Party shall only use the other Party's Confidential Information to the limited extent necessary to fulfill its obligations under this Agreement.
- 9.2 Restrictions on the use or disclosure of Confidential Information shall not apply to information that:
- a) was known to the receiving Party at the time of disclosure;
 - b) is independently developed by the receiving Party without reference to the Confidential Information and such independent development can be substantiated by written records;
 - c) becomes known to the receiving Party from a source other than the disclosing Party without breach of this Agreement;
 - d) has been published or is otherwise in the public domain without breach of this Agreement;
 - e) is disclosed with the prior written approval of the other Party; or
 - f) is disclosed pursuant to court order or other legal compulsion.
- 9.3 Upon expiration or termination of this Agreement, and subject to any ongoing contractual requirements, each Party shall promptly return to the other Party all Confidential Information, including all copies thereof, or certify in writing that such information has been securely destroyed in accordance with industry best practices.

The receiving Party acknowledges that any unauthorized disclosure of Confidential Information will cause irreparable harm to the disclosing Party, its subsidiaries, and/or affiliates, inadequately compensable in monetary damages. Accordingly, the disclosing Party shall be entitled to seek injunctive relief (without the necessity of posting a bond) against the breach or threatened breach of this Section, in addition to any other legal or equitable remedies available. The receiving Party acknowledges that these covenants are reasonable and necessary to protect the legitimate business interests of the disclosing Party.

10. NON-SOLICITATION

- 10.1 During the Term of this Agreement and for a period of twelve (12) months following its termination or expiry, the Customer shall not, directly or indirectly, without DeVeera Inc.'s prior written consent:
- a) employ, solicit, or engage any employee or independent contractor of DeVeera Inc.;
 - b) induce or encourage any employee or independent contractor of DeVeera Inc. to leave their engagement;
 - c) attempt to hire or solicit any such employee or contractor; or
 - d) induce any client, vendor, or business partner to reduce, curtail, or terminate its relationship with DeVeera Inc.
- 10.2 The Customer acknowledges and agrees that:
- a) without the covenants set forth in this Article 10, DeVeera Inc. would not have entered into this Agreement or any Statements of Work;
 - b) the covenants set forth in this Article 10 are reasonable in the circumstances and are necessary to protect the economic position of DeVeera Inc.;
 - c) the breach of any of the provisions of this Article 10 would cause serious and irreparable harm to DeVeera Inc. which could not adequately be compensated for by damages, and in the event of a breach of any such provisions, the Customer hereby consents to an injunction being sought against it restraining it from any further breach of any such provision, but the provisions of this subsection shall not be construed so as to be a derogation of any other remedy which DeVeera Inc. may have in the event of such a breach.
- 10.3 If any portion of this Section 10 is deemed unenforceable by a court of competent jurisdiction, the Parties agree that such provision shall be reduced in scope, duration, or geographic reach to the minimum extent necessary for enforceability.
- 10.4 The obligations in this Section 10 shall survive the termination or expiry of this Agreement for the period stated herein.

11. INTELLECTUAL PROPERTY

- 11.1 DeVeera Inc. acknowledges and agrees that all Intellectual Property specifically created for and delivered to the Customer under this Agreement and for the exclusive benefit of the Customer ("Customer Deliverables") shall be the exclusive property of the

Customer. DeVeera Inc. shall assign to the Customer any and all rights, titles, and interests that DeVeera Inc. may have in and to such Customer Deliverables and in any patent, copyright, industrial design, trademark, or other similar rights pertaining thereto, which DeVeera Inc. may have by virtue of having created, made, conceived, or contributed to such Customer Deliverables during the performance of this Agreement. Such assignment shall be effective only upon the Customer's full payment of all Fees related to the applicable Services.

- 11.2 Notwithstanding the foregoing, DeVeera Inc. shall retain all rights, titles, and interests in: (a) any pre-existing Intellectual Property owned or licensed by DeVeera Inc. prior to the Effective Date of this Agreement; (b) any tools, methodologies, processes, frameworks, scripts, templates, or other general-purpose materials developed by DeVeera Inc. independently of this Agreement or in the course of providing the Services, provided they are not Customer-specific; and (c) any enhancements, modifications, or derivatives thereof. DeVeera Inc. grants to the Customer a perpetual, non-exclusive, royalty-free license to use such retained Intellectual Property solely as incorporated into or necessary for the use of the Customer Deliverables.

12. CUSTOMER RESPONSIBILITIES

The Customer acknowledges that DeVeera Inc.'s performance and delivery of the Services are contingent upon the Customer fulfilling the responsibilities set forth in this Section and in any applicable Statement of Work. Unless otherwise expressly stated in a Statement of Work, the Customer agrees to:

- 12.1 System Access & Credentials – Provide and maintain valid administrative access, passwords, and any other credentials necessary for DeVeera Inc. to perform the Services, including remote and on-site access to all relevant systems, facilities, and equipment.
- 12.2 Customer-Owned Equipment Maintenance – Maintain, at its sole cost, any Customer-owned hardware or software not expressly covered under the Statement of Work, including vendor updates, patches, and required support agreements.
- 12.3 Third-Party Vendor Coordination – Facilitate and authorize communications between DeVeera Inc. and any applicable third-party vendors, service providers, or licensors when required to perform the Services.
- 12.4 Change Management Notification – Provide advance written notice to DeVeera Inc. of any planned changes to Customer's IT infrastructure, systems, network configurations, or security controls that may affect the Services.
- 12.5 Designated Point of Contact – Assign a primary point of contact with the authority to request, approve, and prioritize Services, and to provide necessary decisions or information in a timely manner.
- 12.6 Licenses, Consents & Approvals – Obtain and provide to DeVeera Inc. any licenses, consents, regulatory certifications, or approvals necessary for DeVeera Inc.'s performance of the Services.
- 12.7 Cyber Liability Insurance – Maintain at all times during the Term and any Renewal Period a comprehensive cyber liability insurance policy in an amount appropriate for Customer's business, and provide proof of such coverage to DeVeera Inc. upon request. The Customer acknowledges that DeVeera Inc.'s insurance does not provide any coverage to the Customer.

13. THIRD-PARTY PRODUCTS AND WARRANTIES

- 13.1 Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if DeVeera Inc. or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). DeVeera Inc. DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Customer and DeVeera Inc., Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. DeVeera Inc. shall have no liability for Third Party Products and Customer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.
- 13.2 From time to time DeVeera Inc. may be required to use such Third Party Products in the course of providing Services. Except as otherwise specifically agreed to in a Statement of Work, Customer authorizes DeVeera Inc. (or otherwise obtains the rights for DeVeera Inc.) to copy, install and modify, when necessary and as required by the applicable Statement of Work, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent reinstallation of a backup system or data. Customer warrants and covenants to DeVeera Inc. that it has obtained any licenses, consents, regulatory certifications or approvals required to give DeVeera Inc. and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Customer acknowledges and agrees that it shall be solely responsible and fully liable for any and all claims, costs, damages, fines, or penalties arising from the use of unlicensed, improperly licensed, or non-compliant third-party software or products, and shall indemnify and hold harmless DeVeera Inc. from any such liabilities.

14. INSURANCE

DeVeera Inc. agrees to keep in full force and effect during the Term and any Renewal Period:

- a) comprehensive general liability insurance in an amount not less than \$2,000,000.00 per occurrence for bodily injury and property damage;
- b) professional liability (errors & omissions) insurance in an amount not less than \$2,000,000.00 per occurrence; and

- c) if applicable, workers' compensation insurance in an amount not less than that required by applicable law.

Proof of such insurance will be provided to the Customer upon written request. This insurance is maintained for DeVeera Inc.'s own operations and does not extend coverage to the Customer.

15. SUBCONTRACTORS

DeVeera Inc. may use its employees, agents, subcontractors, and/or independent consultants to perform the Services. DeVeera Inc. shall remain fully responsible and liable for the fulfillment of all terms and conditions of this Agreement by its agents, subcontractors, and/or independent consultants. DeVeera Inc. shall be exclusively responsible for the remuneration of any kind for such agents, subcontractors, and/or independent consultants.

16. INDEPENDENT CONTRACTORS

In performing this Agreement, DeVeera Inc. is and shall remain an independent contractor. Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency, franchise, fiduciary, or employment relationship between DeVeera Inc. and the Customer. DeVeera Inc. has no authority to bind the Customer or act on the Customer's behalf except as expressly authorized in writing. All personnel engaged by DeVeera Inc. shall be deemed solely the employees, agents, or subcontractors of DeVeera Inc., and DeVeera Inc. shall be exclusively responsible for their compensation, benefits, and compliance with applicable laws.

17. RESOLUTION OF DISPUTES

17.1 Good Faith Negotiation

The Parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through informal discussions between authorized representatives.

17.2 Non-Binding Mediation

If the dispute has not been resolved within fifteen (15) days of written notice of the dispute, either Party may request that the matter be submitted to non-binding mediation. The mediation shall be conducted in Monterey County, California, by a mutually agreed mediator. Each Party shall bear its own costs and share equally in the mediator's fees.

17.3 Binding Arbitration

If the dispute is not resolved through mediation within thirty (30) days of the mediator's appointment, the dispute shall be resolved by binding arbitration administered by JAMS or the American Arbitration Association (AAA) in accordance with its commercial arbitration rules. The arbitration shall be conducted in Monterey County, California, before a single arbitrator. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

17.4 Costs and Fees

Unless otherwise determined by the arbitrator, each Party shall bear its own attorneys' fees and costs and share equally in the administrative costs of arbitration.

17.5 Continued Performance

During the pendency of any dispute, the Parties shall continue to perform their obligations under this Agreement to the extent reasonably practicable.

18. NOTICES

Any notice required or permitted to be given under this Agreement must be in writing and delivered by:

- a) personal delivery,
- b) certified or registered mail, return receipt requested, postage prepaid, or
- c) electronic mail to the addresses set forth below (or such other address a Party may designate in writing in accordance with this Section).

Notices shall be deemed received:

- a) on the date of actual delivery if delivered in person;
- b) seven (7) calendar days after deposit in the mail if sent by certified or registered mail; or
- c) on the same day if sent by email during the recipient's business hours, or the next business day if sent after business hours.

For any notice given under this Agreement that triggers a cure period, termination right, or other time-sensitive obligation (including but not limited to Section 19.2(c)), the sending Party must obtain confirmation of receipt from the receiving Party. Confirmation may be by (i) written acknowledgment from the receiving Party, or (ii) delivery/read receipt from the communication system used, or (iii) other verifiable means showing that the notice was actually received by the intended recipient. If confirmation is not obtained within

two (2) business days, the sending Party shall use an alternative permitted delivery method until such confirmation is secured.

Either Party may change its notice address by providing written notice to the other Party, effective upon receipt of such notice. Notices sent by email must be from and to recognized company email domains to be valid.

- a. DeVeera Inc.: 957 Blanco Cr. Salinas, CA 93901
Attn: Jason Wilfong
Email: jason@deveera.com
- b. Customer: At the address set forth on the first page of this Agreement.

19. TERMINATION

- 19.1 The Parties may terminate this Agreement and any Statements of Work at any time upon mutual written agreement duly executed by both Parties.
- 19.2 Either Party may terminate this Agreement and any Statements of Work during the Term or any Renewal Period:
- (a) upon the other Party becoming insolvent, bankrupt, making an assignment or arrangement for the benefit of creditors, or becoming the subject of liquidation or winding-up proceedings;
 - (b) on sixty (60) days' written notice to the other Party, subject to (i) full payment to DeVeera Inc. of any Fees owed or that will become due for the balance of the Term or Renewal Period, and (ii) completion by DeVeera Inc. of any Services under active Statements of Work; or
 - (c) if a Party is in material breach of any material term of this Agreement (including failure to pay Fees when due), and such breach remains uncured for fourteen (14) days following receipt of written notice from the non-defaulting Party in accordance with Section 18. For the purposes of this Section, "receipt" means confirmed delivery or acknowledgment by the receiving Party, as defined in Section 18.
- 19.3 If this Agreement is terminated under this Section 19, no new Statements of Work shall be entered into unless and until a new master services agreement is executed. Any Services still being performed under an existing Statement of Work shall continue to be governed by this Agreement until completion.
- 19.4 Termination shall not operate as a waiver or release of any claim that either Party may have at the time of termination.

20. GENERAL

- 20.1 **Conflicts** – If there is a conflict between this Agreement and any Statement of Work, the Statement of Work will govern for the specific Services described therein, but only to the extent of the conflict.
- 20.2 **Force Majeure** – Neither Party is liable for failing to perform due to causes beyond its reasonable control (excluding lack of funds), including but not limited to acts of God, fire, flood, strikes, laws, or non-availability of materials or transportation.
- 20.3 **Currency** – All amounts are in the currency of the Customer's location unless otherwise stated.
- 20.4 **Entire Agreement** – This Agreement, including all Statements of Work and Schedules, is the complete agreement between the Parties and replaces all prior agreements, discussions, or understandings.
- 20.5 **Governing Law** – This Agreement is governed by the laws of the State of California and applicable U.S. federal laws.
- 20.6 **Assignment** – This Agreement binds and benefits the Parties and their successors. DeVeera may assign without consent; the Customer may not assign without DeVeera's written consent (not to be unreasonably withheld).
- 20.7 **Headings** – Headings are for convenience only and do not affect interpretation.
- 20.8 **Time** – Time is of the essence in performing this Agreement.
- 20.9 **Severability** – If any provision is illegal or unenforceable, the remainder of this Agreement remains in effect.
- 20.10 **Amendments/Waivers** – Any amendment, variation, or waiver must be in writing and signed by both Parties. A waiver of one breach is not a waiver of any other breach.
- 20.11 **Further Assurances** – Each Party will take any reasonable actions necessary to give full effect to this Agreement.
- 20.12 **Security Reviews** – If the Customer conducts a Security Review during the Term, they must:
- (a) give DeVeera at least 72 hours' prior written notice;
 - (b) pay all costs incurred by DeVeera;
 - (c) provide DeVeera a copy of the results;
 - (d) use only accredited firms in California that are not direct competitors of DeVeera; and
 - (e) comply with these terms or be in breach of Section 19.2(c).
- 20.13 **Execution** – This Agreement may be executed in counterparts, including via electronic signature (e.g., PandaDoc, DocuSign), each of which is deemed an original and together constitute one agreement.

21. COMMUNICATION AND CONSENT TO CONTACT

21.1 Consent to Communications

The Customer, including its employees, agents, and representatives, expressly consents to receiving communications from DeVeera via phone, email, SMS/text, and other electronic means for purposes related to service delivery, support, maintenance, security alerts, billing, and other necessary business matters.

21.2 Scope

Such communications may include, but are not limited to:

- a) Notifications about system status, outages, or security incidents;

- b) Service updates, maintenance notices, and support follow-ups;
- c) Account and billing notices, including invoices and payment reminders;
- d) General business correspondence necessary to fulfill the Agreement.

21.3 Customer Responsibility

The Customer is responsible for obtaining any required consent from its personnel to receive such communications and must promptly notify DeVeera of any individuals who should no longer receive them.

21.4 Opt-Out & Limitations

While certain marketing messages may offer an opt-out option, essential service-related communications are required to deliver services and cannot be opted out of without impacting DeVeera's ability to perform its obligations.

21.5 Compliance

DeVeera will comply with applicable telecommunications and privacy laws, including the TCPA and CAN-SPAM Act, where applicable.

- Signature page to follow -

IN WITNESS WHEREOF the parties hereto have executed this SW effective the 7/1/2026 (month/day/year).

DeVeera Inc.

(Company)

Per: Jason Wilfong
[Your first name and last name]

Signature: _____

Title: CEO

I have the authority to bind DeVeera Inc.

Monterey Peninsula Water Management District

(Client)

Per: _____
[Your first name and last name]

Signature: _____

Title: _____

I have the authority to bind the Customer

Schedule "A"

STATEMENT OF WORK

This Statement of Work ("SW") is attached to and forms part of the Master Services Agreement, dated 3/10/26, between Monterey Peninsula Water Management District (the "Customer") and DeVeera Inc. ("DeVeera Inc.") (the "Agreement")

DeVeera Inc. will provide comprehensive **Managed IT Services** and **Managed Security Services** ("Services") in support of the Customer's operational infrastructure, strategic growth, and cybersecurity posture. Services are designed to proactively maintain technology systems, resolve technical issues, and align IT strategy with business objectives.

DeVeera Inc. shall act as the Customer's **Strategic IT Partner**, responsible for maintaining, securing, and evolving their technology environment in a cost-effective and scalable manner.

1. Scope of Services

A. Managed IT Services

- Unlimited Remote & Telephone Helpdesk Support
- Onsite Support (as needed, included)
- Desktop and Laptop Management
- Server Administration & Patch Management
- Asset Inventory & Lifecycle Tracking
- Microsoft 365 / Google Workspace Administration
- Secure Documentation Portal Access

B. Network & Infrastructure Support

- 24x7x365 Network Monitoring & Alerting
- Firewall & Switch Management
- VPN Configuration & Maintenance
- Printer/Peripheral Troubleshooting
- ISP Liaison Services

C. Backup & Business Continuity

- Server Backups (Local & Cloud) - Server backups are performed to customer-provided local storage devices and/or to cloud backup storage. Local backup hardware is not included under this Agreement.
- SaaS (O365\Google Workspace) Backups
- Backup Monitoring & Alert Remediation
- Retention periods mutually agreed upon by Customer & Provider
- Disaster Recovery Testing & Documentation

D. Managed Security Services (Guardian Shield)

- Endpoint Detection & Response (EDR/XDR) with SOC Oversight
- DNS Filtering & Threat Intelligence
- Dark Web Monitoring
- Email Security & Filtering
- Simulated E-mail Phishing Campaigns
- Cybersecurity Awareness Training
- Written Security Policy Portal & Acknowledgments
- Zero Trust Access Controls including role-based access enforcement, MFA integration, and session security
- Password Management

2. Reporting & Strategic Engagement

- Quarterly Business Review (QBR) – ticket review, project forecasting, budget forecasting
- Annual Technology Audit & Strategic Planning Session
- Technology Roadmapping & Lifecycle Planning
- Licensing, Warranty, and Asset Status Summary

3. Service Delivery Hours

- **Regular Support:** Monday–Friday, 8:00 AM – 5:00 PM PST
- **After-Hours Support:** Available via on-call technician for critical incidents or pre-scheduled projects

4. Exclusions (Billed Separately)

The following items are outside the scope of this SOW and will be quoted and billed separately:

1. **Projects** – For the purposes of this Agreement, “Projects” are planned, non-emergency activities that introduce new technology, systems, features, or configurations into the Customer’s environment, outside of ongoing maintenance and support. Examples include new hardware/software deployments, network redesigns, major system upgrades, and new location build-outs.
2. **Emergency Projects** – Urgent, unplanned work required to restore core business operations will be prioritized but remain billable.
3. Hardware & software procurement
4. New hardware setup and deployment
5. Hardware location moves
6. Major infrastructure upgrades or site expansions
7. In-depth software training
8. Third-party software not installed or managed by DeVeera Inc.
9. Remediation of unsupported or end-of-life systems (Provider will notify Customer in writing before exclusion)

5. Customer Responsibilities

- Provide timely access to personnel, systems, and facilities as needed for service delivery
- Maintain cyber liability insurance at appropriate coverage levels
- Approve mutually agreed retention policies for backups
- Obtain necessary third-party software licenses for Provider to support

6. Service Level Objectives

The following priority levels and corresponding target response/resolution times apply to all covered incidents during Regular Support Hours (as defined in Schedule A). These targets are guidelines and not guaranteed service levels.

Level	Description	Response Target	Resolution Target
1	Critical – System down or critical business function unavailable	5 mins	1 hour
2	High – Significant impact to operations but not a complete outage	15 min	1.5 hours
3	Medium – Issue affecting a single user or minor system function	1 hour	4 hours
4	Low – General request or minor issue with minimal business impact	2 hours	1 day

Critical and High incidents outside Regular Support Hours will be addressed under After-Hours Support provisions in Schedule B.

7. Onboarding Responsibilities

Customer will provide timely access to systems, facilities, personnel, credentials, and documentation as reasonably required by DeVeera to perform onboarding activities. Any delays in providing such access may extend the onboarding timeline.

8. Offboarding and Data Handling

Upon termination of the Agreement, DeVeera will, within 5 business days and subject to payment of all outstanding invoices:

- Return or make available all Customer-owned documentation, credentials, and configuration files in DeVeera's possession.
- Remove or disable DeVeera's management tools and access from Customer systems.
- Delete or securely destroy Customer data retained on DeVeera systems, except where retention is required by law or agreed for a specific post-termination transition period.

- Signature page to follow -

IN WITNESS WHEREOF the parties hereto have executed this SW effective the 7/1/2026 (month/day/year).

DeVeera Inc.

(Company)

Per: Jason Wilfong
[Your first name and last name]

Signature: _____

Title: CEO

I have the authority to bind DeVeera Inc.

Monterey Peninsula Water Management District

(Client)

Per: _____
[Your first name and last name]

Signature: _____

Title: _____

I have the authority to bind the Customer

SCHEDULE B

PRICING

This Schedule B is attached to and forms part of the Master Services Agreement (“Agreement”) between **DeVeera Inc.** (“Provider”) and Monterey Peninsula Water Management District (“Customer”), dated 3/10/26. All rates and fees in this Schedule are subject to the terms of the Agreement and may be adjusted upon renewal or as otherwise agreed to in writing by both Parties.

Service Description	Quantity	Rate	Monthly Total
Managed IT Support Services (Remote Helpdesk, Onsite Support, Endpoint Mgmt.)	33	\$ 94.31	\$ 3,112.23
Managed Security Services (Guardian Shield/Vigilance Stack)	N/A		
Server Support	17	\$ 125.79	\$ 2,138.43
24x7 Network Operations Center (NOC) Support	1	\$ 570.00	\$ 570.00
Total Monthly Investment	-	-	\$ 5,820.66

The total monthly investment will not exceed the listed amount, provided that the number of supported users, devices, and servers remains unchanged from the Effective Date. Any increase in scope, including additional users, devices, or servers, will be automatically billed at the applicable per-unit monthly rate and will increase the total monthly investment accordingly.

2. Project & Emergency Rates

- **Standard Project Work:** \$125 per hour, billed in 15-minute increments
- **Emergency Project Work** (outside normal business hours or with less than 24 hours’ notice): \$250 per hour, billed in 15-minute increments
- Projects are defined as work related to new systems, services, or infrastructure outside the scope of MRR support and will require a separate Statement of Work or written approval before commencement.
- New Workstation installations are billed as a flat fee of \$575 per workstation.

3. After-Hours Support

- **Critical Incident Response:** \$250 per hour (outside Regular Support Hours, as defined in Schedule A)
- Minimum billing: 2 hours per incident

4. Travel & Onsite Costs

- **Local Onsite Support** (within 50 miles): Included in monthly Managed Services Fees
- **Non-Local Onsite Support** (beyond 50 miles or requiring overnight stay): Billed at actual travel expenses plus labor per hour for travel time unless labor is covered as part of the support agreement.

5. Additional Charges

- **Hardware & Software Procurement:** Cost + Labor for installation\set-up
- **Third-Party Licensing:** Billed at actual cost unless otherwise agreed
- **Data Restoration Beyond Included Retention Period:** Listed labor rate per hour plus storage costs

All fees are exclusive of applicable taxes. Payment terms are as set forth in the Master Services Agreement.

IN WITNESS WHEREOF the parties hereto have executed this SW effective 7/1/2026 (month/day/year).

DeVeera Inc.

(Company)

Per: Jason Wilfong
[Your first name and last name]

Signature: _____

Title: CEO

I have the authority to bind DeVeera Inc.

Monterey Peninsula Water Management District

(Client)

Per: _____
[Your first name and last name]

Signature: _____

Title: _____

I have the authority to bind the Customer.

SCHEDULE C Additional Services

This Schedule C is attached to and forms part of the Master Services Agreement (“Agreement”) between **DeVeera Inc.** (“Provider”) and Monterey Peninsula Water Management District (“Customer”), dated 3/10/26. All rates and fees in this Schedule are subject to the terms of the Agreement and may be adjusted upon renewal or as otherwise agreed to in writing by both Parties.

1. Monthly Recurring Charges

This Schedule C outlines the software licensing and recurring services provided under this Agreement. Pricing listed below is monthly recurring unless otherwise stated and is calculated based on the quantity of licenses multiplied by the unit price.

License	Quantity	Unit Price	Extended Monthly Cost
ProofPoint	46	\$4.13	\$189.98
SentinelOne	33	\$12.00	\$396.00
DeVeera BCDR VEEAM	1	\$690.00	\$690.00
Microsoft 365 Business Standard	2	\$12.50	\$25.00
Exchange Online Archiving for Exchange Online	1	\$3.00	\$3.00
Microsoft 365 Apps for Enterprise	1	\$12.00	\$12.00
Office 365 E3	30	\$23.00	\$690.00
Microsoft Exchange Online	14	\$4.00	\$56.00
Planner and Project Plan 3	1	\$30.00	\$30.00
Total License Monthly Recurring Cost:			\$2,091.98

Additional Terms

1. License quantities may increase or decrease during the term of the Agreement based on Client requirements. Monthly billing will adjust accordingly.
2. DeVeera BCDR VEEAM pricing is based on current backup storage allocation. Monthly charges may vary if storage consumption increases or decreases.
3. Microsoft licensing and third-party services are subject to vendor pricing changes. Any vendor-initiated price changes may be passed through with notice.
4. All licenses are billed on a monthly basis and are charged in addition to the fees outlined in the Master Services Agreement.

IN WITNESS WHEREOF the parties hereto have executed this SW effective 7/1/2026 (month/day/year).

DeVeera Inc.

(Company)

Per: Jason Wilfong
[Your first name and last name]

Signature: _____

Title: CEO

I have the authority to bind DeVeera Inc.

Monterey Peninsula Water Management District

(Client)

Per: _____
[Your first name and last name]

Signature: _____

Title: _____

I have the authority to bind the Customer.

FINANCE AND ADMINISTRATION COMMITTEE

ITEM: INFORMATIONAL ITEM

6. REPORT ON ACTIVITY/PROGRESS ON CONTRACTS OVER \$25,000

Meeting Date: April 13, 2026 **Budgeted:** N/A

From: David J. Stoldt,
General Manager **Program/
Line Item No.:** N/A

Prepared By: Nishil Bali **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Finance and Administration Committee reviewed this item on April 13, 2026.

CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

SUMMARY: Attached for review as **Exhibit 6-A** is a monthly status report on contracts over \$25,000 for the period February 2025. Contracts associated with District grants are provided in a separate section for reference. This status report is provided for information only, no action is required.

EXHIBIT

6-A Status on District Open Contracts (over \$25k)

**Monterey Peninsula Water Management District
Status on District Open Contracts and Grants
For The Period February 2026**

Contract	Description	Date Authorized	Contract Amount	Prior Period Expended To Date	Current Period Spending*	Total Expended To Date	Current Period Activity	P.O. Number
1	Shute, Mihaly & Weinberger LLP	LAFCO Litigation	3/17/2025 \$ 355,000.00	\$ 231,669.66	\$ 2,832.80	\$ 234,502.46	Current period billing	PO03882
2	Albert A. Webb Associates	Consultant for Public's Acquisition of Monterey Water System (Cal-Am)	11/18/2024 \$ 1,200,000.00	\$ 116,872.50	\$ 197.50	\$ 117,070.00		PO03880
3	Close and Associates	Utility consultant for Public's Acquisition of Monterey Water System	11/18/2024 \$ 965,000.00	\$ 87,953.53	\$ 18,700.30	\$ 106,653.83	Current period billing	PO03876
4	TM Process & Controls	ASR Well Turbidity Control	8/19/2024 \$ 57,749.00	\$ 54,390.49	\$ -	\$ 54,390.49		PO03852
5	TJC and Associates	Perform a review of our electrical system, capacity, and provide overall support for the ASR project	6/27/2024 \$ 45,000.00	\$ 8,682.00	\$ -	\$ 8,682.00		PO03829
8	Montgomery & Associates	Groundwater Modeling Montgomery Contract	6/27/2024 \$ 55,000.00	\$ -	\$ -	\$ -		PO03750
9	Colantuono, Highsmith, & Whatley, PC	MTA Legal services for appeal to Water Supply Charge	9/15/2021 \$ 100,000.00	\$ 94,450.22	\$ 1,638.00	\$ 96,088.22	Current period billing	PO03715
10	Rutan & Tucker, LLP	Measure J/Rule 19.8 Eminent Domain Phase IV	2/24/2023 \$ 450,000.00	\$ 332,348.96	\$ 43,740.10	\$ 376,089.06	Current period billing	PO03639
11	Raftelis Financial Consultants	Measure J/Rule 19.8 Appraisal/Rate Study Phase 4	8/21/2023 \$ 200,000.00	\$ 33,415.00	\$ -	\$ 33,415.00		PO03491
12	Schaaf & Wheeler	Drawing Support Services	4/23/2023 \$ 30,000.00	\$ 29,425.00	\$ -	\$ 29,425.00		PO03474
13	Maggiore Bros. Drilling, Inc	ASR Support from Maggiore Bros for Well Work	6/20/2023 \$ 50,000.00	\$ -	\$ -	\$ -		PO03407
14	Pueblo Water Resources, Inc.	ASR Operations Support	6/20/2023 \$ 25,000.00	\$ 1,997.50	\$ -	\$ 1,997.50		PO03406
15	Montgomery & Associates	Tularcitos ASR Feasibility Study	3/20/2023 \$ 119,200.00	\$ 110,032.00	\$ -	\$ 110,032.00		PO03368
16	Kevin Robert Knapp/ Tierra Plan LLC	Surface Water Data Portal	11/14/2022 \$ 27,730.00	\$ 27,400.81	\$ -	\$ 27,400.81		PO03302
17	Montgomery & Associates	Annual Groundwater Modeling Support	6/20/2022 \$ 50,000.00	\$ 37,929.00	\$ -	\$ 37,929.00		PO03193
19	Pueblo Water Resources, Inc.	Seaside Groundwater Basin Geochemical Study	1/24/2018 \$ 68,679.00	\$ 57,168.85	\$ -	\$ 57,168.85		PO01628
20	Pueblo Water Resources, Inc.	SSAP Water Quality Study	8/21/2017 \$ 94,437.70	\$ 47,282.61	\$ -	\$ 47,282.61		PO01510
21	CSC	Recording Fees	7/1/2025 \$ 60,000.00	\$ 20,000.00	\$ -	\$ 20,000.00		PO03957
22	The Ferguson Group LLC	Contract for Legislative Services for FY 2025-2026	7/1/2025 \$ 75,600.00	\$ 44,100.00	\$ 6,300.00	\$ 50,400.00	Current period billing	PO03979
23	John K. Cohan dba Telemetrix	Consultant Services for Sleepy Hollow Facility 25-26	7/1/2025 \$ 35,408.00	\$ -	\$ -	\$ -		PO03974
24	WellmanAD	Public Outreach Consultant 25-26	7/1/2025 \$ 94,500.00	\$ 55,125.00	\$ 7,875.00	\$ 63,000.00	Current period billing	PO03965
25	Lynx Technologies, Inc	GIS Consultant Contract for 2025-2026	7/1/2025 \$ 35,000.00	\$ 22,800.00	\$ 2,625.00	\$ 25,425.00	Current period billing	PO03938
26	JEA & Associates	Legislative and Administrative Services 25-26	7/1/2025 \$ 54,000.00	\$ 31,500.00	\$ 4,500.00	\$ 36,000.00	Current period billing	PO03890
27	Kennedy/Jenks Consultants, Inc.	Urban Water Management Plan Services	7/1/2025 \$ 134,860.00	\$ 38,857.77	\$ -	\$ 38,857.77		PO04025
28	The Pun Group LLP	Financial Audit Services	7/1/2025 \$ 78,000.00	\$ 75,500.00	\$ -	\$ 75,500.00		PO04014
29	Deveera Inc	IT Managed Services & Subscriptions	7/2/2025 \$ 95,500.00	\$ 55,728.65	\$ 7,967.86	\$ 63,696.51	Current period billing	PO03982

Monterey Peninsula Water Management District
Status on District Open Contracts and Grants
For The Period February 2026

Contract	Description	Date Authorized	Contract Amount	Prior Period Expended To Date	Current Period Spending*	Total Expended To Date	Current Period Activity	P.O. Number	
Contracts related to District Grants									
1	Monterey One Water	PWM Expansion Urban Community Drought Grant	9/22/2022	\$ 11,935,206.00	\$ 10,422,465.86	\$ -	\$ 10,422,465.86		PO03726
2	Monterey One Water	PWM Expansion State Water Control Board Grant	9/22/2022	\$ 4,800,000.00	\$ 4,378,549.60	\$ 205,303.00	\$ 4,583,852.60	Q2 Billing Paid	PO03753
3	DUDEK	Grant administration services for the Proposition 1 IRWM Implementation	12/14/2020	\$ 114,960.00	\$ 73,668.75	\$ -	\$ 73,668.75		PO02847
4	DUDEK	IRWM IR2 Grant Administration	10/1/2022	\$ 90,510.00	\$ 16,087.50	\$ -	\$ 16,087.50		PO03718
5	City of Sand City	IRWM Round 1 Grant Reimbursement	3/28/2022	\$ 1,084,322.50	\$ 81,547.50	\$ -	\$ 81,547.50		PO03093
6	County of Monterey	IRWM Grant Round 2 Reimbursement	5/19/2023	\$ 898,451.00	\$ -	\$ -	\$ -		PO03879
7	City of Monterey	IRWM Grant Round 2 Reimbursement	5/19/2023	\$ 500,000.00	\$ 81,505.59	\$ -	\$ 81,505.59		PO03878

**Monterey Peninsula Water Management District
Status on Public's Ownership of Monterey Water System - Phase IV
Eminent Domain Proceedings through Bench Trial
Through February 2025**

	Contract	Date Authorized	Authorized Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel (Rutan)	12/16/2024	\$ 450,000.00	\$ 319,024.16	\$ 43,740.10	\$ 362,764.26	\$ 87,235.74	PA00009-01
2	Eminent Domain Legal Counsel (SMW)*	3/17/2025	\$ 225,000.00	\$ 211,937.47	\$ 2,832.80	\$ 214,770.27	\$ 10,229.73	PA00009-02
3	Financial Services (Raftelis)	8/21/2023	\$ 200,000.00	\$ 33,415.00		\$ 33,415.00	\$ 166,585.00	PA00009-03
5	Utility Consultant (Close & Associates)	12/16/2024	\$ 965,000.00	\$ 87,953.53	\$ 18,700.30	\$ 106,653.83	\$ 858,346.17	PA00009-07
6	Consulting Civil Engineer (Webb Associates)	11/18/2024	\$ 1,200,000.00	\$ 116,872.50	\$ 197.50	\$ 117,070.00	\$ 1,082,930.00	PA00009-07
	Total		\$ 3,040,000.00	\$ 761,932.66	\$ 65,470.70	\$ 834,673.36	\$ 2,205,326.64	

	District Legal Counsel		\$ 120,000.00	\$ 126,274.51		\$ 126,274.51	\$ (6,274.51)	PA00009-05
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**Status on Public's Ownership of Monterey Water System - Phase III
Appraisal through Resolution of Necessity
Through October 2023**

	Contract	Date Authorized	Authorized Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	12/16/2019	\$ 200,000.00	\$ 98,283.28		\$ 98,283.28	\$ 101,716.72	PA00007-01
2	Appraisal Services	4/17/2023	\$ 220,000.00	\$ 220,000.75		\$ 220,000.75	\$ (0.75)	PA00007-03
3	District Legal Counsel	12/16/2019	\$ 100,000.00	\$ 63,065.50		\$ 63,065.50	\$ 36,934.50	PA00007-05
4	Real Estate Appraiser	8/15/2022	\$ 80,000.00	\$ 53,309.64		\$ 53,309.64	\$ 26,690.36	PA00007-06
6	Water Rights Appraisal	8/15/2022	\$ 75,000.00	\$ 45,490.46		\$ 45,490.46	\$ 29,509.54	PA00007-10
7	Contingency/Miscellaneous	12/16/2019	\$ -	\$ -		\$ -	\$ -	PA00007-20
	Total		\$ 675,000.00	\$ 480,149.63	\$ -	\$ 480,149.63	\$ 194,850.37	

**Status on Public's Ownership of Monterey Water System - Phase II
EIR & LAFCO Application
Through September 2022**

	Contract	Date Authorized	Authorized Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	9/20/2021	\$ 345,000.00	\$ 168,265.94		\$ 168,265.94	\$ 176,734.06	PA00005-01
2	CEQA Work	12/16/2019	\$ 134,928.00	\$ 134,779.54		\$ 134,779.54	\$ 148.46	PA00005-02
3	Appraisal Services	9/20/2021	\$ 430,000.00	\$ 188,683.75		\$ 188,683.75	\$ 241,316.25	PA00005-03
4	Operations Plan	12/16/2019	\$ 145,000.00	\$ 94,860.00		\$ 94,860.00	\$ 50,140.00	PA00005-04
5	District Legal Counsel	12/16/2019	\$ 40,000.00	\$ 162,254.16		\$ 162,254.16	\$ (122,254.16)	PA00005-05
6	MAI Appraiser	6/15/2020	\$ 170,000.00	\$ 76,032.00		\$ 76,032.00	\$ 93,968.00	PA00005-06
7	Jacobs Engineering	12/16/2019	\$ 87,000.00	\$ 86,977.36		\$ 86,977.36	\$ 22.64	PA00005-07
8	LAFCO Process	11/15/2021	\$ 240,000.00	\$ 217,784.62		\$ 217,784.62	\$ 22,215.38	PA00005-08
9	PSOMAS	9/20/2021	\$ 28,000.00	\$ 25,900.00		\$ 25,900.00	\$ 2,100.00	PA00005-09
10	Contingency/Miscellaneous/Uncommitted	12/16/2019	\$ 289,072.00	\$ 38,707.08		\$ 38,707.08	\$ 250,364.92	PA00005-20
	Total		\$ 1,909,000.00	\$ 1,194,244.45	\$ -	\$ 1,194,244.45	\$ 714,755.55	
1	Measure J CEQA Litigation Legal Services*	12/23/2020	\$ 200,000.00	\$ 140,303.06		\$ 140,303.06	\$ 59,696.94	PA00005-15
1	Measure J LAFCO Litigation Legal Services*	1/1/2022	\$ 400,000.00	\$ 398,750.20		\$ 398,750.20	\$ 1,249.80	PA00005-16

Status on Public's Ownership of Monterey Water System - Phase I
Financial Feasibility
Through November 2019

	Contract	Date Authorized	Authorized Amount	Prior Period Spending	Current Period Spending	Total Expended To Date	Spending Remaining	Project No.
1	Eminent Domain Legal Counsel	12/17/2018	\$ 100,000.00	\$ 160,998.16		\$ 160,998.16	\$ (60,998.16)	PA00002-01
2	Investment Banking Services	2/21/2019	\$ 30,000.00	\$ 27,000.00		\$ 27,000.00	\$ 3,000.00	PA00002-02
3	Valuation & Cost of Service Study Consultant	2/21/2019	\$ 355,000.00	\$ 286,965.17		\$ 286,965.17	\$ 68,034.83	PA00002-03
4	Investor Owned Utility Consultant	2/21/2019	\$ 100,000.00	\$ 84,221.69		\$ 84,221.69	\$ 15,778.31	PA00002-04
5	District Legal Counsel		\$ 35,000.00	\$ 41,897.59		\$ 41,897.59	\$ (6,897.59)	PA00002-05
6	Contingency/Miscellaneous		\$ 30,000.00	\$ 45,495.95		\$ 45,495.95	\$ (15,495.95)	PA00002-10
	Total		\$ 650,000.00	\$ 646,578.56	\$ -	\$ 646,578.56	\$ 3,421.44	

* Includes prior period adjustment



DRAFT AGENDA
Regular Meeting
Board of Directors
Monterey Peninsula Water Management District

Monday, April 20, 2026 at 6:00 p.m. [PST]

Meeting Location: MPWMD – Main Conference Room
 5 Harris Court, Building G, Monterey, CA 93940

[This is an in-person meeting. Remote participation via Zoom may be offered, but it is optional and not required for the meeting to proceed. **Please note the meeting will proceed as normal even if there are technical difficulties accessing Zoom.** The District will do its best to resolve any technical issues as quickly as possible.]

To Join via Zoom- Teleconferencing means, please click the link below:

<https://mpwmd-net.zoom.us/j/85175963861?pwd=NNpCjvHTNCxqB5jDdq2BRT8BfW36xv.1>

Webinar ID: **851 7596 3861** | Passcode: **042026** | To Participate by Phone: **(669) 900-9128**

For detailed instructions on how to connect to the meeting, please click the link below:

<https://www.mpwmd.net/instructions-for-connecting-to-the-zoom-meetings/>

The public may also view the live broadcast of the meeting on Comcast Channel 24 or the live webcast on AMP <https://accessmediaproductions.org/> scroll down to the bottom of the page and select AMP 1.

Copies of the agenda packet are available for review on the District website (www.mpwmd.net) and at 5 Harris Court, Bldg. G, Monterey, CA.

Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. This is a warning that if a member of the public attending this meeting remotely or in-person violates the Brown Act by failing to comply with these requirements, then the Chair may request that speaker be muted. If a member of the public attending this meeting in-person engages in disruptive behavior that disturbs the orderly conduct of the meeting, they may be removed from the meeting after a warning.

<p style="text-align: center;"><u>Board of Directors</u> Ian Oglesby, Chair – Mayoral Representative Rebecca Lindor, Vice-Chair – Division 3 Alvin Edwards – Division 1 George Riley – Division 2 Karen Paul – Division 4 Marianne Gawain – Division 5 Kate Daniels – Monterey County Board of Supervisors Representative</p> <p style="text-align: center;"><u>General Manager</u> David J. Stoldt</p> <p style="text-align: center;"><u>Assistant General Manager</u> Mike McCullough</p>	<p style="text-align: center;"><u>Mission Statement</u> Sustainably manage and augment the water resources of the Monterey Peninsula to meet the needs of its residents and businesses while protecting, restoring, and enhancing its natural and human environments.</p> <p style="text-align: center;"><u>Vision Statement</u> Model ethical, responsible, and responsive governance in pursuit of our mission.</p> <p style="text-align: center;"><u>Board's Goals and Objectives</u> Are available online at: https://www.mpwmd.net/who-we-are/mission-vision-goals/</p>
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CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS AND CORRECTIONS TO THE AGENDA – *The General Manager will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.*

ORAL COMMUNICATIONS – *Anyone wishing to address the Board on Consent Calendar, Information Items, Closed Session items, or matters not listed on the agenda may do so only during Oral Communications. Please limit your comment to three (3) minutes. The public may comment on all other items at the time they are presented to the Board.*

CONSENT CALENDAR - *The Consent Calendar consists of routine items for which staff has prepared a recommendation. Approval of the Consent Calendar ratifies the staff recommendation. Consent Calendar items may be pulled for separate consideration at the request of a member of the public, or a member of the Board. Following adoption of the remaining Consent Calendar items, staff will give a brief presentation on the pulled item. Members of the public are requested to limit individual comment on pulled Consent Items to three (3) minutes. Unless noted with double asterisks “**”, Consent Calendar items do not constitute a project as defined by CEQA Guidelines section 15378.*

1. Consider Adoption of Minutes of the Special Meeting/Board Workshop on March 6, 2026 and the Regular Board Meeting on March 16, 2026
2. Consider Entering into a Contract with GSI Environmental to Provide Groundwater Modeling Support to the District
3. Consider Authorization of Various Software Subscription Agreements and a New Information Technology Services Contract with DeVeera, Inc.
4. Receive and File District-Wide Annual Water Distribution System Production Summary Report for Water Year 2025
5. Receive Fiscal Year 2024-2025 Mitigation Program Annual Report
6. Consider Adoption of Treasurer’s Report for February 2026

GENERAL MANAGER’S REPORT

7. General Manager’s Report (*Verbal Report*)

REPORT FROM DISTRICT COUNSEL

8. General Report of Pending Litigation

DIRECTORS’ REPORTS (INCLUDING AB 1234 REPORTS ON TRIPS, CONFERENCE ATTENDANCE AND MEETINGS)

9. Oral Reports on Activities of County, Cities, Other Agencies/Committees/Associations

PUBLIC HEARING – *Public Comment will be received. Please limit your comments to three (3) minutes per item.*

10. Consider Second Reading and Adoption of Ordinance No. 201 - Amending Rules 10, 11, 23, 24, 25.5, 33, 141, 142, 160, 163, 164, 165 and 167

Recommended Action: *The Board will consider adopting Ordinance No. 201 clarifying and updating*

various rules pertaining to Water Permits, the District Reserve Allocation, Water Use Credit, rebates, water efficiency standards, and water supply.

11. Hold a Public Hearing on Annual Status of Vacancies, Recruitment, and Retention Efforts Pursuant to Government Code Section 3502.3.

Recommended Action: *Receive the informational report on the District’s Vacancies, Recruitment, and Retention Efforts.*

ACTION ITEMS – *Public Comment will be received. Please limit your comments to three (3) minutes per item.*

12. Consider Adoption of Resolution 2026-01 Authorizing an Exception to the CalPERS 180-Day Wait Period for Hiring a Retired Annuitant and Authorization to Execute an Employment Agreement with Stephanie Locke to Fill a Critical Need in the Water Demand Division

Recommended Action: *The Board will consider adopting Resolution No. 2026-01 authorizing an exception to the CalPERS 180-day wait period to hire Stephanie Locke as a par-time, limited-term employee.*

BOARD WORKSHOP – *Public Comment will be received. Please limit your comments to three (3) minutes per item.*

13. Review Draft 2025 Urban Water Management Plan

Recommended Action: *Provide general guidance to staff for release of final DRAFT 2025 Urban Water Mnaagement Plan*

INFORMATIONAL ITEMS/STAFF REPORTS - *The public may address the Board on Informational Items and Staff Reports during the Oral Communications portion of the meeting. Please limit your comments to three minutes.*

14. Report on Activity/Progress on Contracts Over \$25,000
15. Status Report on Expenditures – Public’s Ownership of Monterey Water System
16. Letters Received and Sent Supplemental Letter Packet
17. Committee Reports
18. Monthly Allocation Report
19. Water Efficiency Program Report for March 2026
20. Carmel River Fishery Report for March 2026
21. Quarterly Carmel River Riparian Corridor Management Program Report
22. Monthly Water Supply and California American Water Production Report
 [Exempt from environmental review per SWRCB Order Nos. 95-10 and 2016-0016, and the Seaside Basin Groundwater Basin adjudication decision, as amended and Section 15268 of the California Environmental Quality Act (CEQA) Guidelines, as a ministerial project; Exempt from Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources]

ADJOURNMENT

Board Meeting Schedule		
Monday, May 18, 2026	Regular	6:00 p.m.
Monday, May 28, 2026	Special (Budget Workshop)	6:00 p.m.

Accessibility

In accordance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), MPWMD will make a reasonable effort to provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. MPWMD will also make a reasonable effort to provide translation services upon request. Submit requests at least 48 hours prior to the scheduled meeting date/time to Sara Reyes, Board Clerk by e-mail at sara@mpwmd.net or at (831) 658-5610.

Options for Providing Public Comment

Attend In-Person

The Board meeting will be held in the Main Conference Room at **5 Harris Court, Building G, Monterey, CA 93942** and has limited seating capacity.

Submission of Written Public Comment

Send written comments to District Office, 5 Harris Court, Building G, Monterey, CA or online at comments@mpwmd.net. Include the following subject line: "PUBLIC COMMENT ITEM #" (insert the agenda item number relevant to your comment). Written comments must be received by 2:00 PM on the day of the meeting. All submitted comments will be provided to the Board of Directors, compiled as part of the record, and placed on the District's website as part of the agenda packet for the meeting. Correspondence is not read during the public comment portion of the meeting.

Instructions for Connecting to the Zoom Meeting can be found at

<https://www.mpwmd.net/instructions-for-connecting-to-the-zoom-meetings/>

Refer to the Meeting Rules to review the complete Rules of Procedure for MPWMD Board and Committee Meetings:

<https://www.mpwmd.net/who-we-are/board-of-directors/meeting-rules-of-the-mpwmd/>