

This meeting has been noticed according to the Brown Act rules. The Board of Directors meets regularly on the third Monday of each month, except in January, February. The meetings begin at 7:00 PM.



AGENDA
Regular Meeting
Board of Directors
Monterey Peninsula Water Management District

Monday, August 19, 2019

6:30 pm – Closed Session

7:00 pm – Regular Meeting

Conference Room, Monterey Peninsula Water Management District
5 Harris Court, Building G, Monterey, CA

Staff notes will be available on the District web site at

<http://www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/>

by 5 PM on Friday, August 16, 2019

The meeting will be televised on Comcast Channels 25 & 28. Refer to broadcast schedule on page 3.

6:30 PM – Closed Session

As permitted by Government Code Section 54956 et seq., the Board may adjourn to closed or executive session to consider specific matters dealing with pending or threatened litigation, certain personnel matters, or certain property acquisition matters.

1. **Public Comment** - Members of the public may address the Board on the item or items listed on the Closed Session agenda.
2. **Adjourn to Closed Session**
3. **Conference with Labor Negotiators (Gov. Code 54957.6)**
Agency Designated Representatives: David Stoldt; Suresh Prasad and Mi Ra Park
Employee Organization: General Staff and Management Bargaining Units Represented by United Public Employees of California/LIUNA, Local 792
Unrepresented Employees: Confidential Unit
4. **Adjourn to 7 pm Regular Meeting**

7:00 PM – Regular Meeting

CALL TO ORDER/ROLL CALL

Board of Directors

Molly Evans, Chair – Division 3
Alvin Edwards, Vice Chair – Division 1
George Riley – Division 2
Jeanne Byrne – Division 4
Gary D. Hoffmann, P.E. – Division 5
Mary Adams, Monterey County Board of Supervisors Representative
David Potter – Mayoral Representative

General Manager

David J. Stoldt

This agenda was posted at the District office at 5 Harris Court, Bldg. G Monterey on Friday, August 16, 2019. Staff reports regarding these agenda items will be available for public review on Friday, August 15, 2019 at the District office and at the Carmel, Carmel Valley, Monterey, Pacific Grove and Seaside libraries. After staff reports have been distributed, if additional documents are produced by the District and provided to a majority of the Board regarding any item on the agenda, they will be available at the District office during normal business hours, and posted on the District website at www.mpwmd.net/who-we-are/board-of-directors/bod-meeting-agendas-calendar/. Documents distributed at the meeting will be made available in the same manner. The next regular meeting of the Board of Directors is scheduled for September 16, 2019 at 7 pm.

PLEDGE OF ALLEGIANCE

ADDITIONS AND CORRECTIONS TO AGENDA - The Clerk of the Board 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 June 13, 2019 Special Board Meeting and July 15, 2019 Regular Board Meeting
2. Consider Expenditure of Budgeted Funds for Updates to Gardensoft Waterwise Gardening Software
3. Consider Expenditure to Contract for Completion of Annual Carmel River Survey
4. Consider Augmenting Expenditures for Permitting of a New Carmel River Fish Counting Weir
5. Consider Approval of 2019 Annual Memorandum of Agreement for Releases from Los Padres Reservoir among California American Water, California Department of Fish and Wildlife, and Monterey Peninsula Water Management District
6. Consider Adoption of Memorandum of Understanding with the General Staff Bargaining Unit
7. Consider Adoption of Memorandum of Understanding with the Management Staff Bargaining Unit
8. Consider Adoption of Memorandum of Understanding with the Confidential Staff Bargaining Unit

GENERAL MANAGER’S REPORT

9. Status Report on California American Water Compliance with State Water Resources Control Board Order 2016-0016 and Seaside Groundwater Basin Adjudication Decision

ATTORNEY’S REPORT

10. Report on 6:30 pm Closed Session of the Board

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

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

PUBLIC HEARINGS – Public comment will be received. Please limit your comment to three (3) minutes per item.

12. **Consider Adoption of Urgency Ordinance No. 184 Amending the Requirement for Permanent Water Sub-Meters for Accessory Dwelling Units in Existing Structures**
Action: The Board will consider adoption of an urgency ordinance that will go into effect on August 20, 2019.

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

13. **Consider Approval of Additional Expenditure to Right On Q Hydrology for Technical Support for the Carmel River Basin Hydrologic Model**
Action: The Board will consider authorizing additional spending to carry out sensitivity analyses of the Carmel River Basin Hydrologic Model.

14. Consider Findings Pursuant to Public Contract Code Section 3400(C) and Expenditure for Santa Margarita Water Treatment Facilities Equipment Pre-Purchase

Action: The Board will consider authorization for pre-purchase of materials in order to meet the Santa Margarita Disinfection Facilities project completion schedule.

15. Consider Expenditure for the Santa Margarita Water Treatment Facilities Construction Management Services

Action: The Board will consider authorizing the General Manager to enter into a contract with PSOMAS for construction management services associated with the Santa Margarita Water Disinfection Facilities Project.

DISCUSSION ITEMS - Public comment will be received. Please limit your comment to three (3) minutes per item.

16. Report from General Manager on Pursuing Public Ownership of Monterey Public Water System

17. Allocation of Water for Affordable Housing

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

- 18. Status Report on Measure J/Rule 19.8 Spending
- 19. Letters Received Supplemental Letter Packet
- 20. Committee Reports
- 21. Monthly Allocation Report
- 22. Water Conservation Program Report
- 23. Carmel River Fishery Report for July 2019
- 24. Monthly Water Supply and California American Water Production Report

ADJOURNMENT

Board Meeting Broadcast Schedule – Comcast Channels 25 & 28

View Live Webcast at <https://www.ampmedia.org/peninsula-tv/>

Ch. 25, Mondays, 7 PM	Monterey, Del Rey Oaks, Pacific Grove, Sand City, Seaside
Ch. 25, Mondays, 7 PM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove, Pebble Beach, Sand City, Seaside
Ch. 28, Mondays, 7 PM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove, Pebble Beach, Sand City, Seaside
Ch. 28, Fridays, 9 AM	Carmel, Carmel Valley, Del Rey Oaks, Monterey, Pacific Grove, Pebble Beach, Sand City, Seaside

Board Meeting Schedule

Monday, September 16, 2019	Regular Board Meeting	7:00 pm	District conference room
Thursday, October 3, 2019	Board Closed Session	11:00 am	District conference room
Monday, October 21, 2019	Regular Board Meeting	7:00 pm	District conference room
Monday, November 18, 2019	Regular Board Meeting	7:00 pm	District conference room

Upon request, 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 submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service by 5:00 PM on Thursday, August 15, 2019. Requests should be sent to the Board Secretary, MPWMD, P.O. Box 85, Monterey, CA, 93942. You may also fax your request to the Administrative Services Division at 831-644-9560, or call 831-658-5600.

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ITEM: CONSENT CALENDAR

1. CONSIDER ADOPTION OF MINUTES OF THE JUNE 13, 2019 SPECIAL BOARD MEETING AND JULY 15, 2019 REGULAR BOARD MEETING

Meeting Date: August 19, 2019

Budgeted: N/A

From: David J. Stoldt,
General Manager

Program/ N/A
Line Item No.:

Prepared By: Arlene Tavani

Cost Estimate: N/A

General Counsel Review: N/A

Committee Recommendation: N/A

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

SUMMARY: Attached as **Exhibits 1-A and 1-B**, respectively, are draft minutes of the June 13, 2019 Special meeting and July 15, 2019 Regular meeting of the Board.

RECOMMENDATION: District staff recommends approval of the minutes with adoption of the Consent Calendar.

EXHIBIT

1-A Draft Minutes of the June 13, 2019 Special Meeting of the Board of Directors

1-B Draft Minutes of the July 15, 2019 Regular Meeting of the Board of Directors



EXHIBIT 1-A

DRAFT MINUTES
Special Meeting – Board Workshop
Board of Directors
Monterey Peninsula Water Management District
June 13, 2019

Board Chair Evans called the meeting to order at 4:00 pm in the MPWMD conference room.

CALL TO ORDER/ROLL CALL

Directors Present:

Molly Evans – Chair, Division 3
 Alvin Edwards, Vice Chair, Division 1 (arrived at 4:03 pm)
 George Riley, Division 2
 Jeanne Byrne – Division 4
 Gary D. Hoffmann, P.E. – Division 5 (arrived at 4:25 pm)
 Mary Adams – Monterey County Board of Supervisors Rep.
 David Potter – Mayoral Representative

Directors Absent: None

General Manager present: David J. Stoldt

District Counsel present: David Laredo

The assembly recited the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

No comments were directed to the Board during Oral Communications.

ORAL COMMUNICATIONS

General Manager Stoldt gave a presentation titled Evolution of MPWMD Organizational Structure and responded to questions from the Board. Mr. Prasad presented an overview of the draft budget and responded to questions from the Board. Both presentations are on file at the District office and on the agency's website.

DISCUSSION ITEMS

- 1. Review and Discuss Proposed FY 2019-2020 MPWMD Budget and Resolution 2019-06**

During the discussion, Stoldt noted that the draft budget did not include a staff salary increase that may be implemented as a result of labor negotiations that were underway. However, he estimated the cost of a 1% increase would be approximately \$30,000. The budget also did not include costs for completion of the Measure J process. Stoldt advised that payment of the Rabobank loan was not anticipated in this budget. He explained that if the feasibility study indicates that the process for ownership of the Monterey Water System should proceed, an operating plan must be in place and findings prepared in preparation for the bench trial. Funds need to be set aside to cover those expenses.

Comments from Directors. (a) Add the Board of Directors to the District's organization chart. (b) Suggest that in the future a reserve fund be established for facilities such as Aquifer Storage and Recovery and the Sleepy Hollow Steelhead Rearing Facility.

Public Comment: **(a) Tom Rowley**, representing the Monterey Peninsula Taxpayers Association, expressed disappointment in continuation of the water supply charge and user fee through the end of the fiscal year. He stated that the Board should discuss how the budget would be affected if California American Water was not able to complete the milestones related to construction of the desalination plant established in the Cease and Desist Order. *Stoldt responded that if a milestone was to be missed and water production remained at current levels, there would be no need for rationing in the first year. In the second year, the community could endure a cutback of 1,000 acre-feet due to a carryover credit related to conservation savings achieved.* **(b) Rudi Fisher** congratulated staff on preparation of a good budget report. **(c) John Tilley** stated that the Ordinance No. 152 Oversight Panel recommended that funds be held in reserve for the Rabobank loan balloon payment. The water supply charge was intended for water supply projects and should not be used to pay costs associated with Measure J. *Stoldt responded that the Ordinance No. 152 Oversight Panel endorsed the District's plan to collect the user fee and water supply charge for three years and then develop a plan to sunset, in whole or part, one or both charges. However, the District must take into consideration the scope of costs associated with Measure J.*

The meeting was adjourned at 5:35 pm.

ADJOURNMENT



EXHIBIT 1-B

DRAFT MINUTES
Regular Meeting
Board of Directors
Monterey Peninsula Water Management District
July 15, 2019

Board Chair Evans called the meeting to order at 7:00 pm in the MPWMD conference room.

CALL TO ORDER/ROLL CALL

Directors Present:

Molly Evans – Chair, Division 3
 Alvin Edwards, Vice Chair, Division 1
 George Riley, Division 2
 Jeanne Byrne – Division 4
 Gary D. Hoffmann, P.E. – Division 5
 Mary Adams – Monterey County Board of Supervisors Rep.
 David Potter – Mayoral Representative

Directors Absent: None

General Manager present: David J. Stoldt

District Counsel present: David Laredo

The assembly recited the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

No comments were directed to the Board during Oral Communications.

ORAL COMMUNICATIONS

Byrne offered a motion that was seconded by Edwards to approve the Consent Calendar except for items 3, 7 and 9 that were pulled for separate consideration. The motion was approved on a unanimous vote of 7 – 0 by Byrne, Edwards, Adams, Evans, Hoffmann, Potter and Riley.

CONSENT CALENDAR

Adopted.

1. **Consider Adoption of Minutes of the June 17, 2019 Regular Board Meetings**

Approved contract in the amount of \$42,000.

2. **Consider Contract for District Public Outreach and Communications Services with Thomas Brand Consulting for Fiscal Year 2019-2020**

Hoffmann offered a motion to authorize an expenditure of \$70,000 to contract with Pueblo Water Resources. The motion was seconded by Byrne and approved unanimously on a vote of 7 – 0 by Hoffmann, Byrne, Adams, Edwards, Evans, Potter and Riley.

3. **Consider Contract with Pueblo Water Resources to Provide Aquifer Storage and Recovery Operational Support**

Approved an expenditure of \$10,000 to contract with Monterey Bay Analytical Services.

Approved an expenditure of \$60,000 to contract with Monterey Bay Analytical Services.

Approved an expenditure of \$20,000 to purchase equipment for upgrades.

Byrne offered a motion to approve the slate of candidates as submitted. The motion was seconded by Adams and approved on a unanimous vote of 7 – 0 by Byrne, Adams, Edwards, Evans, Hoffmann, Potter and Riley.

Approved an expenditure of \$48,000 plus applicable taxes for lease of photocopy machines.

Byrne offered a motion to adopt Resolution No. 2019-09. The motion was seconded by Edwards and approved on a unanimous vote of 7 – 0 by Byrne, Edwards, Adams, Evans, Hoffmann, Potter and Riley.

Adopted.

Adopted.

A summary of General Manager Stoldt's presentation is on file at the District office and the agency's website. He reported that for the period of October 2018 through July 2019, water production in the Monterey Peninsula Water Resource System was 116 feet below the target. Based on the twelve-month moving average of water production from all sources for customer service, there are no concerns about implementation of water rationing or conservation water rates.

Stoldt reported that California American Water (Cal-Am) submitted a letter to the District and Monterey One Water (M1W) dated July 2, 2019 stating that the Water Purchase Agreement for the Pure Water Monterey Project (PWM) was in default because delivery of water from the project had been delayed. Stoldt reported that the District and M1W had developed a response letter. He noted that operation of PWM was three months behind schedule and 10% over budget; and also that \$25 million in grants had been secured for project construction. In comparison, Cal-Am's

4. **Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Watermaster Water Quality Monitoring**
5. **Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Aquifer Storage and Recovery Project Operations**
6. **Consider Funding Upgrades to Six Carmel River Monitoring Stations**
7. **Approve Slate of Candidates for Election to Special District Risk Management Authority Board of Directors**
8. **Consider Approval of Expenditure for Leasing Three Photocopy Machines**
9. **Consider Adoption of Resolution No. 2019-09 Amending Rule 24, Table 4: High Efficiency Appliance Credits for Graywater and Rainwater Reuse**
10. **Consider Adoption of Resolution No. 2019-10 Amending Table 2: Non-Residential Water Use Factors**
11. **Consider Adoption of Treasurer's Report for May 2019**

GENERAL MANAGER'S REPORT

12. **Status Report on California American Water Compliance with State Water Resources Control Board Order 2016-0016 and Seaside Groundwater Basin Adjudication Decision**
13. **Update on Development of Water Supply Projects**

desalination project that was \$56 million over budget, was three to four years behind schedule, and had received \$10 million in grant proceeds. Stoldt also reported that the California Coastal Commission determined that Cal-Am could appeal to the Commission the City of Marina's denial of permits for the project. In addition, the Monterey County Board of Supervisors denied an appeal of the combined development permit for the project; therefore, construction could move forward. The project was expected to receive full funding from State Revolving Funds; however, it was likely Cal-Am would maintain an equity component and collect a construction funding surcharge. Consequently, there may be no need for the District to issue rate payer relief bonds to fund the project. Stoldt also reported that upon start-up, PWM would be powered from PG&E's conventional sources, and that within 10 months the conversion to power from landfill gas would be complete.

District Counsel Laredo reported that for item 3 the General Manager provided a report and received guidance from the Board. No reportable action was taken. In regards to item 4, the Board received a status report but no specific reportable action was taken.

Hoffmann reported that he attended the July 7 – 10, 2019 California Special Districts Association Leadership Conference. He noted that good information was provided on the Brown Act and special district financing.

Stoldt reviewed information provided in the staff note and responded to questions from the Board.

Public Comment: Dan Turner, resident of Monterey, expressed concern with what he described as the District's

ATTORNEY'S REPORT

14. Report on 6:00 pm Closed Session of the Board

3. Conference with Labor Negotiators (Gov. Code 54957.6)
Agency Designated Representatives:
David Stoldt; Suresh Prasad and Mi Ra Park
Employee Organization: General Staff and Management Bargaining Units Represented by United Public Employees of California/LIUNA, Local 792

4. Conference with Legal Counsel – Pending and Threatened Litigation (Gov. Code 54956.9(b)) – Two Cases

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

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

DISCUSSION ITEMS

16. Update on Status of Ryan Ranch Unit of California American Water and Use of Emergency Intertie between the Bishop and Ryan Ranch Units

casual attitude re Cal-Am's non-compliance with permit conditions.

On a motion by Byrne and second of Edwards, Ordinance No. 183 was adopted as presented on a unanimous roll-call vote of 7 – 0 by Byrne, Edwards, Adams, Evans, Hoffmann, Potter and Riley.

Public Comment: Paul Bruno, resident of Monterey and member of the Seaside Groundwater Basin Watermaster, raised the issue of property owners with adjudicated water rights in the Seaside Groundwater Basin who may need to move a well based on the requirements of this ordinance. He recommended that a rule be developed that would allow those property owners to drill on a different property and wield the water for its intended use. *Response from staff: The secondary zone should not affect the likely locations of any well expansion, including Seaside Memorial.*

On a motion by Potter and second of Riley, the Board approved Resolution No. 2019-11, adopting the Water Treatment Facility Modification Addendum as Addendum 5 to the ASR EIR/EA. The motion was approved on a unanimous vote of 7 – 0 by Potter, Riley, Adams, Byrne, Edwards, Evans and Hoffmann. No comments were directed to the Board during the public hearing on this item.

No discussion of these items.

PUBLIC HEARINGS

17. **Consider Second Reading and Adoption of Ordinance No. 183 – Adding Rule 20-E Establishing a Zone of Controlled Drinking Water Well Construction and a Zone of Potential Controlled Drinking Water Well Construction Related to Pure Water Monterey Injection of Highly Purified Water (Categorical exemption from CEQA review per section 14 Cal. Code Regs. §15307)**
18. **Consider Approval of a CEQA Addendum to the ASR EIR/EA for the Water Treatment Facility Modification (Subject to CEQA Review per CEQA Guideline Sections 15162 and 15164)**

INFORMATIONAL ITEMS/STAFF REPORTS

19. **Report on Activity/Progress on Contracts Over \$25,000**
20. **Status on Measure J/Rule 19.8 Spending**
21. **Letters Received**
22. **Committee Reports**
23. **Monthly Allocation Report**
24. **Water Conservation Program Report**
25. **Quarterly Water Use Credit Transfer Status Report**
26. **Carmel River Fishery Report for June 2019**
27. **Quarterly Carmel River Riparian Corridor Management Program Report**
28. **Semi-Annual Financial Report on the CAWD/PBCSD Wastewater Reclamation Project**
29. **Draft Water Year 2018 Aquifer Storage and Recovery Project Summary of Operations Report**
30. **Monthly Water Supply and California American Water Production Report**

The meeting was adjourned at 8:30 pm.

ADJOURNMENT

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Arlene M. Tavani, Deputy District Secretary

ITEM: CONSENT CALENDAR**2. CONSIDER EXPENDITURE FOR UPDATES TO GARDENSOFT WATERWISE GARDENING SOFTWARE**

Meeting Date:	August 19, 2019	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/	Conservation Programs
		Line Item No.:	4-2-2-J
Prepared By:	Kyle Smith	Cost Estimate:	\$4,650

General Counsel Review: N/A**Committee Recommendation:** The Administrative Committee reviewed this item on August 12, 2019 and recommended approval.**CEQA Compliance:** This action does not constitute a project as defined by the California Environmental Quality Act Guidelines section 15378.

SUMMARY: District staff is requesting authorization to expend \$4,650 in budgeted funds for GardenSoft to make necessary modernization upgrades to the District's Monterey County Water Wise Gardening program www.montereylandscaping.org. GardenSoft is a web development company that licenses the District's software through an annual subscription fee paid every March. This March marked the ten-year anniversary of the District's software and it is due for an update. The fees included in the proposal are one time fees to upgrade and enhance the software, additions will not affect the annual subscription fee. The project will not exceed \$4,650 and was included in the Fiscal Year 2019-20 budget. The District's Water Wise Gardening software has 70 to 100 users per month.

Modernization updates can be found in the proposal attached as **Exhibit 2-A**. These upgrades will give the website a modern look and feel, making the site more intuitive and user friendly. There will be an opportunity to increase District messaging and update links to all other District sites. As an example of an updated website please visit <http://www.marinwater.water-wise-gardening.com/>. The Fact Sheets guide the user in creating a sustainable landscape. Each is an individual page on the website which covers a wide range of topics and adds depth to the site. The fact sheets are included as hot links in the garden tours. Those links are highlighted in green and will send the user to the specific Fact Sheet when selected. This leads the user through the site and exposes them to more information. All the content on the Fact Sheets is customizable.

RECOMMENDATION: Staff recommends that the Board approve the modernization upgrades and fact sheets for a not-to-exceed expenditure of \$4,650. The upgrades and fact sheets will streamline the website and offer the user a better experience with more detailed information about local Water Wise Gardening.

BACKGROUND: The District's Water Wise Gardening site is a resource for gardeners of all skill levels that was curated to highlight plants that will thrive on the Monterey Peninsula and will

help conserve water. At its root, the site is a database of plants, where users can find what they are looking for thorough searches or by garden tours that highlight specific plants. The site is a valued resource for users installing a new landscape as well as for users looking up specific information about a plant for an existing landscape. Over half of those users have the page book marked and navigate directly to the site.

IMPACT TO STAFF/RESOURCES: None

EXHIBIT

2-A GardenSoft Scope of Work/Web Contract



Scope of Work/Web Contract

Client: MONTEREY PENINSULA WATER DISTRICT
 Description: Upgrade to Water Wise Web Site
 Contract ID: WWG0090
 Date Revised: January 23, 2019
 Contact: Gerry Kiffe
 Phone: 805-499-9689

Contents

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I. Acceptance of Agreement

By signing this agreement, we mutually accept all of the provisions presented in the Contents of this document. Payment for work completed based on this agreement will be invoiced as per the terms and conditions set forth in this document.

MONTEREY PENN. WATER DISTRICT representative

Date Signed

Mark Chilcott, CEO GardenSoft

Date Signed

II. Synopsis

This proposal/contract covers the improvements to the current MONTEREY PENN. WATER DISTRICT Water Wise Gardening Web Site. GardenSoft will modernize and upgrade the MONTEREY PENN. WATER DISTRICT's Water Wise Web Site. The scope of work will be itemized below.

III. Scope of Work and Deliverables

General Changes:

Upgrade Proposal:

1. Rebuilt Landing Page
2. Install software to crop rather than stretch thumbnails.
3. Re-configure Thumbnails to remove beveling and improve labels.
4. Rebuild Tours, Galleries, and Plant Lists with Stacked Thumbnails
5. Rebuild Plant Report with new styling
6. Rebuild Plant Thumbnails page, enlarge, four to a row rather than 5
7. Institute new Style sheet with new fonts and backgrounds
8. Rebuild My List Page
9. Add Advance buttons on screen for garden tours and galleries
10. Restyle Resources and Watering Guide pages

One Time Cost: \$2150

Add-On Options when bundled with the above changes:

Fact Sheets: \$2500

<http://watersmartgardening.com/factsheets.php>

Lawn to Garden Subsection \$2,500

<http://watersmartgardening.com/lawntogarden.php>

IV. Delivery Date, Review, Costs, Payment Schedule, License

Delivery Date

Delivery will be provided within 2 weeks of signing date or purchase order
The project can begin with the issuance of a purchase order or a signed contract.

Review Opportunities

Review of web site prior to going live will be provided on a private site for client.

Payment Schedule Components:

Cost: \$2150 Billed upon completion 30 days for payment

Add-ons are additional fees

License

This project does not alter or amend the current license for the MONTEREY
PENN. WATER DISTRICT Water Wise Gardening Web site.

V. Addendum**Addendum: Intellectual Property Clause**

All photos or intellectual property taken or owned by MONTEREY PENN. WATER DISTRICT Public Works remain the property of MONTEREY PENN. WATER DISTRICT and may not be used in any way without written permission of MONTEREY PENN. WATER DISTRICT WORKS. Conversely, all photographs, content, software and or intellectual properties provided by GardenSoft in the course of this project will remain the property of GardenSoft and may not be used in any way without written permission of GardenSoft. If pictures used in the system are desired for promotion of the web site or CD systems, or for other water conservation brochures or flyers they will be made available upon request.

Addendum: Termination Clauses

Should GardenSoft go out of business before the license agreement term is completed then GardenSoft will turn over the software system to the client in CDROM or DVD formats for further use. Should MONTEREY PENN. WATER DISTRICT desire to suspend use of the website during the license period then GardenSoft will take down the site but the payment terms will be completed as agreed upon in this contract.

VI. Client Obligations

The Client and its staff will:

1. Review and comment on web site changes within 10 working days.
2. Review Artwork on a timely basis.
3. Report technical difficulties when they arise to GardenSoft.

VII. Contacting GardenSoft

For Project Questions and horticultural Issues:

Gerry Kiffe
Sales Manager
2686 Velarde Dr.
Thousand Oaks, CA 91360
805-499-9689
Email: gerry@gardensoft.com
World Wide Web: www.gardensoft.com

For technical questions and support:

Mark Chilcott
Director of Engineering
2686 Velarde Dr.
Thousand Oaks, CA 91360
Telephone: 805-492-0120
Email: Mark@gardensoft.com
www.gardensoft.com

ITEM: CONSENT CALENDAR**3. CONSIDER EXPENDITURE TO CONTRACT FOR COMPLETION OF ANNUAL CARMEL RIVER SURVEY (*Exempt from CEQA – Section 15306*)**

Meeting Date:	August 19, 2019	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Erosion Protection 2-2-2 Carmel Riverbed Topographic Data
Prepared By:	Thomas Christensen	Cost Estimate:	\$25,839

General Counsel Review: N/A**Committee Recommendation:** The Administrative Committee reviewed this item on August 12, 2019 and recommended approval.**CEQA Compliance:** This action is categorically exempt under California Environmental Quality Act Guidelines section 15306.

SUMMARY: MPWMD has cooperated for several years with the California State University at Monterey Bay (CSUMB) to gather and analyze Carmel River data. The Division of Science & Environmental Policy has provided a proposal attached as **Exhibit 3-A** to gather data in the active channel from the Carmel River Reroute to the lagoon. These data will be incorporated into the long-term database the District has developed to monitor and analyze the District's efforts to manage and restore streambank stability, vegetation, and fisheries habitat within the riparian corridor.

RECOMMENDATION: Staff recommends the Board authorize the General Manager to enter into an agreement with the University Foundation at CSUMB for a not-to-exceed amount of \$24,839. Staff requests an additional \$1,000 in contingency funding for unforeseen conditions. If this item is approved with the Consent Calendar, the General Manager would be authorized to expend up to \$25,839 for this work.

DISCUSSION: CSUMB students have surveyed the Carmel River for large wood abundance and changes in channel geometry on several occasions since 2003. These data are being published annually and are used to track changes in the river resulting from the removal of San Clemente Dam. Replicating previous survey work will document the evolution of the channel and will help inform the Los Padres Dam study as well as long-term management of the Carmel River.

California Environmental Quality Act Compliance (CEQA): Guidelines
 Section 15306. Information Collection

Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

EXHIBIT**3-A** July 10, 2019 Proposal

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EXHIBIT 3-A

Applied Environmental Science

100 Campus Center
Seaside, CA 93955-8001
831-582-4120
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2019 Carmel River Cross Section and Substrate Survey

July 10, 2019

From: Dr. Douglas Smith (CSUMB Department of Applied Environmental Science)

To: Thomas Christensen (Monterey Peninsula Water Management District)

Overview

San Clemente Dam was removed in 2015. We propose to document geomorphic changes and shifts in sediment size distributions in the fourth winter runoff following dam removal. We will use benchmarked cross sections and bed material particle counts to collect the data.

The proposed work is timely in that it would capture the geomorphic changes in the active channel resulting from a 10-year event that occurred in winter 2019. It is also timely in that it would build upon and expand similar surveys by USGS/NOAA that will occur in mid-July 2019. The last time the surveys were completed in this way, a peer-review article resulted (Harrison et al. 2018). An updated article would result from this mission as well.

Justification

The dam removal project is unique in the world because it was designed to produce *de minimis* negative impacts to the downstream reach of river, while providing the ecological benefits of fish passage, restoration of steelhead spawning gravel, and the safety benefits of dam removal (Blanco et al., 2013; Boughton et al., 2016). In contrast, the project has brought abundant sand to the lower river, resulting in pool-filling and degraded spawning conditions (Chow et al. 2016a; Steinmetz and Smith 2018a; Klein et al. 2019). It is clear that the post-dam river behavior is driven by both high sediment supply in the old reservoir sediment and the inherent variability of the Mediterranean climate (Harrison et al. 2018). In addition to biological impacts, the reintroduced bedload (whether sand or gravel) can locally influence flood hazard through channel-filling bar formation and floodplain aggradation. Further, bar formation can force flows against stream banks, leading to accelerated erosion of public and private property. Continued monitoring of the channel behavior is warranted given these unanticipated impacts of San Clemente dam removal. The high flows of winter 2019 had the potential to significantly alter the channel geometry and substrate characteristics.

Background

CSUMB established 40 benchmarked river cross sections to monitor the changes in the river related to dam removal. We periodically collect topographic data and perform grainsize analysis on the Carmel River (e.g., Leiker et al. 2014; Chow et al. 2016a; 2017; Steinmetz and Smith 2018a, Klein et al. 2019). The work to date has shown that a small, pool-filling wave of sand and fine gravel prograded just 3.5 km downstream from the dam site in the first post-dam winter (Chow et al. 2016a), and virtually no cross sectional changes or variations in grain size were noted downstream of that point. In the second year (water year 2017), high flows eroded a large volume of sediment from above the dam site and deposited it throughout the lower Carmel River all the way to the coast. The resulting significant cross sectional changes and changes to sediment size were reported in Steinmetz and Smith (2018a) and Harrison et al. (2018). Much of the lower river was blanketed in sand and small gravel, leaving fewer opportunities for steelhead spawning in the lower river than existed before the dam removal. Further substrate fining and aggradation was noted following the average runoff year of winter 2018 (Klein et al. 2019). While spawning-sized gravel has been transported to the lower river, it is clear that subsequent flows will be needed to winnow the fine sediment and concentrate the high quality gravel for spawners. The proposed work will continue monitoring the river to document the changes driven by the 10-year flow event water year 2019.

Deliverables

The deliverables will include one final report and associated data in spreadsheet format. The cross section report will include data for approximately 40 cross sections spanning from below Los Padres Dam to the Crossroads shopping center. The report will include the following sections:

- 1) Project background
- 2) Data collection methods
- 3) Presentation of cross section and grainsize analyses in graphs and summary data tables
- 4) Comparison with previous data sets to analyze change occurring before dam removal and as a result of dam removal.

Budget

We propose to complete the work for \$24,839, a summary budget is included. All survey equipment will be provided by the CSUMB Watershed Geology Lab. We propose to complete the fieldwork fall of 2019 before significant runoff of 2020 water year impedes access to the channel. Reports will be completed before March 2020. Work on this project is contingent upon contracting between the MPWMD and the University Corporation at Monterey Bay.



Douglas Smith PhD PG (831.582.4696 dosmith@csumb.edu)
Professor, Applied Environmental Science



Budget Items Requested	Budget period 9/1/19 to 2/28/20
A. Direct Costs:	
1. Salaries & Wages (professional & clerical employees, temporary and student support, etc.)	\$ 16,994
2. Fringe Benefits	\$ 1,869
3. Materials and Supplies	\$ 300
4. Vehicle	\$ 1,568
Total Direct Costs:	\$ 20,699
B. Indirect/Administrative Costs: 20%	\$ 3,996
TOTAL PROJECT FUNDS:	\$ 24,839

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ITEM: CONSENT CALENDAR**4. CONSIDER AUGMENTING EXPENDITURES FOR PERMITTING OF A NEW CARMEL RIVER FISH COUNTING WEIR (*Exempt under CEQA Guidelines Section 15306 and 15378*)**

Meeting Date:	August 19, 2019	Budgeted:	Yes
From:	Dave Stoldt, General Manager	Program/	Protect Environmental Quality
		Line Item No.:	Program – Aquatic Resources Fisheries
Prepared By:	Kevan Urquhart	Cost Estimate:	\$ 10,000

General Counsel Approval: N/A**Committee Recommendation:** The Administrative Committee reviewed this item on August 12, 2019 and recommended approval.**CEQA Compliance:** The primary project is Categorical Exempt under the California Environmental Quality Act Guidelines section 15306, and the remaining actions do not constitute a project as defined by the California Environmental Quality Act Guidelines section 15378.

SUMMARY: The District needs to complete the permitting process required to install a new fish counting weir that will enumerate the full annual run size of Carmel River steelhead. This process was initiated in fall 2018. The last permit to be applied for is a California Department of Fish & Wildlife (CDFW), 5-Year Lake & Streambed Alteration Agreement (LSAA) permit that staff will prepare in August. We also need to augment and extend the existing agreement between Denise Duffy & Associates (DD&A) and the District to assist in completing the process of acquiring other State and local permits or waivers.

RECOMMENDATION: Staff recommends the Board of Directors: (1) approve an expenditure of \$3,288.75 for the CDFW LSAA five-year permit fee that increased in 2019; (2) authorize the General Manager to augment and extend an existing agreement with DD&A for a not-to-exceed additional amount of \$5,000.00 for assistance with remaining permit acquisition; and (3) include a \$1,711.25 contingency for a total expenditure of \$10,000.00.

BACKGROUND: The District had budgeted for a new fish-counting weir to be built in the winter of 2018-2019 at River Mile ~0.5. It will be placed between the banks of the Carmel River on property owned by the Carmel Area Wastewater District and the City of Carmel-by-the-Sea. It will be removed and reinstalled annually for up to a six month monitoring season from December – May. The design is a resistance board weir, attached with sand anchors to the substrate, where the center panels are hinged, allowing them to lay down and flatten out under high flows, so that debris can pass over the structure. The weir includes a trap for adult steelhead on one bank. Regulatory agency permitting requirements being applied to this project, but almost nowhere else

in California to other identical projects, have delayed its installation an increased permit preparation costs and application fees.

The District originally maintained a DIDSON hydro-acoustic sound camera upstream of this location on loan from the CDFW for this purpose, but the use of that device in the lower river has been rendered ineffective by the large number of striped bass that now regularly move up and down the river, which cannot be distinguished from steelhead with existing hydro-acoustic technology.

Preliminary consultations with CDFW and National Marine Fisheries Service staff operating these types of weirs from Santa Cruz County to the Oregon border, and in the Sacramento Valley, had suggested that other Counties, the United States Army Corps of Engineers (USACoE) and the State Coastal Commission (SCC) did not previously exert permit jurisdiction over these kinds of seasonal temporary installations elsewhere, and we might simply have to notify the parties and request a waiver. CDFW's Central Region has indicated they will require a LSAA not required in other Regions, which also required the District to conduct CEQA compliance through issuing Notice of Exemption last fall. The Monterey County Water Resources Agency requires formal consultation on any structures placed in the Carmel River flood plain, but decided it did not need to exert jurisdiction or undergo permitting for this project. The USACoE decided to exert jurisdiction and require Federal Endangered Species Act (ESA) Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS), because the area is deemed under tidal influence for at least part of the year. The USACoE staff have completed their review and site visit, but the federal interagency Section 7 consultations remain to be completed, and may incur more consulting support for any responses.

The Board approved an initial \$15,000 for this effort in August 20, 2018, which has been exhausted, so that the budget has to be augmented to continue the process.

ACTION #1: The Board should approve an expenditure of \$3,288.75 to acquire a CDFW LSAA for the next five years of weir operations.

ACTION #2: The Board should authorize the General Manager to amend and extend an agreement with DD&A for a not-to-exceed augmentation of \$5,000 to the existing contract for assistance with permit acquisition. DD&A will be responsible for completing the USACoE permit application process, including ESA Section 7 consultations with the USFWS or NMFS, and assisting with the CDFW LSAA permit application, if necessary. MPWMD would acquire a CDFW LSAA permit for the project; and supervise installation by a specialized biological consulting firm to be selected as a result of a bid process in September 2019.

ACTION #3: The Board should authorize a \$1,711.25 contingency for a total expenditure of \$10,000.

IMPACT TO STAFF/RESOURCES: Thirty percent of the funds for the permits and to retain the services of DD&A in the FY 2019-2020 Fisheries Program Budget under account 24-04-785851 "2-3-4 Monitoring of Adult Steelhead Counts: A. Resistance Board Weir Construction (Permitting)", and the remaining 70% will come from the same account under "2-3-4 Monitoring

of Adult Steelhead Counts: B. Resistance Board Weir. Staff time will also be needed for the CDFW LSAA application, and to oversee the project.

EXHIBIT

None

ITEM: CONSENT CALENDAR**5. CONSIDER APPROVAL OF 2019 ANNUAL MEMORANDUM OF AGREEMENT FOR RELEASES FROM LOS PADRES RESERVOIR AMONG CALIFORNIA AMERICAN WATER, CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, AND MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

Meeting Date:	August 19, 2019	Budgeted:	N/A
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Aquatic Resources and Hydrologic Monitoring 2
Prepared By:	Kevan Urquhart	Cost Estimate:	N/A

General Counsel Review: N/A**Committee Recommendation: N/A****CEQA Compliance: Consistent with SWRCB WR Order Nos. 95-10, 98-04, 2002-0002, and 2016-0016.****ESA Compliance: Consistent with the September 2001 Conservation Agreement between the National Marine Fisheries Service and California American Water to minimize take of listed steelhead in the Carmel River.**

SUMMARY: Representatives from the Monterey Peninsula Water Management District (MPWMD), California American Water (Cal-Am), the California Department of Fish and Wildlife (CDFW), and National Marine Fisheries Service (NMFS) met on July 11, 2019 to negotiate the terms and conditions for the 2019 Memorandum of Agreement (MOA) for releases and diversions from Los Padres Reservoir to the Carmel River. As has been the case annually since 2010, concurrence was provided only on the minimum low-flow targets for 2019. CDFW and Cal-Am have not yet concurred on additional operational notification language to the existing MOA and are still in negotiation over it.

Based on current storage conditions and expected reservoir inflows, it was agreed that Cal-Am will maintain minimum flows in the Carmel River below Los Padres Dam (LPD) of 13.0 cubic feet per second (cfs) for July through September, and then 11.5 cfs for October through November. Thereafter relying solely on the natural recovery of river base flows from above LPD, to sustain an estimated average of 17.7 cfs for December. Inflows to LPD for July through October were estimated from median inflows for a “wet” Water Year Type (WYT), whereas November through December inflows were conservatively represented by the median inflow for a “normal” WYT.

As has been the case in recent years, it is infeasible to set targets maintaining minimum flows at the District’s Sleepy Hollow Weir gaging station, due to the variable and unpredictable effects of riparian diversions and summer temperatures on river flow. Nevertheless, the aforementioned release targets below LPD are expected to potentially produce minimum flows at the Sleepy Hollow Weir of between 11.4 to 12.8 cfs during July through November, then potentially returning to estimated natural river flows of as much as 25.0 cfs in December 2019.

Cal-Am ceased diversions from its wells upstream of the Narrows by July 27th, 2019 when Carmel River flow at the District's Don Juan Bridge gaging station in Garland Park had dropped below 20 cfs for the prior five consecutive days. These actions conform to State Water Resources Control Board (SWRCB) Order 2002-0002 and the 2001 NMFS Conservation Agreement with Cal-Am. The Draft 2019 MOA is included as **Exhibit 5-A**.

RECOMMENDATION: Staff recommends that the Board approve the 2019 MOA and direct the General Manager to sign the agreement.

BACKGROUND: Past MOAs determined minimum flow releases to the Carmel River below San Clemente Dam during the low-flow period (i.e., generally May through December), and the District entered annually into an agreement with Cal-Am and CDFW. Historically, the MOA specified the minimum release that must be maintained from San Clemente Reservoir to the Carmel River and the maximum diversion that was allowed from San Clemente Reservoir to Cal-Am's Carmel Valley Filter Plant (CVFP).

Cal-Am's ability to divert surface flow at San Clemente Dam or control outflow at that point is precluded forevermore by the implementation of the final year of San Clemente Dam Removal and River Reroute Project completed in 2015. Absent a flow control structure at River Mile 18.61, the MOA must now be managed based on releases from Los Padres Dam at River Mile 24.80.

Based on current reservoir storage and projected "wet" to "normal" LPR inflow conditions for most of the remainder of Calendar Year 2019, it was agreed by all parties at the June 11, 2019 meeting that Cal-Am would:

- a) follow the natural pattern of LPR inflow recession in July, then
- b) maintain a minimum flow of 13.0 cfs for the August and September, stepping down to 11.5 cfs for October and November from LPD to the Carmel River (as measured at MPWMD's Below Los Padres Gage), and
- c) rely on the natural recovery of river base flows from above LPR, thereafter, in order to sustain an estimated monthly average natural river flows of 17.7 cfs in December 2019 (as measured at MPWMD's Below Los Padres Gage).

The projected monthly inflows, releases, diversions and storage values for the July - December 2019 period are shown on **Attachment A of Exhibit 5-A**. The parties will continue to monitor runoff throughout the year and may meet either in August or September to reconsider whether or not any further modifications are needed, if actual inflow and storage differ from the expectations. **Attachment A of Exhibit 5-A** also includes actual values for the October 2018 through June 2019 period, which are shown in bold type.¹

To maximize the instream flow benefits from the proposed releases, the 2019 MOA also includes a condition that limits the amount of water pumped from Cal-Am's production wells in the Upper Carmel Valley (i.e., above the Narrows) to levels required for maintenance of the wells (**Exhibit**

¹ Bold type indicates final estimates and italic type indicates preliminary estimates.

5-B). This limitation and schedule also applies to the former Water West wells that are now owned and operated by Cal-Am. Similarly, the MOA includes a provision that Cal-Am will make all reasonable efforts to operate its Lower Carmel Valley production wells beginning with the most downstream well and moving to upstream wells as needed to meet system demand. This provision is consistent with Condition No. 5 of SWRCB Order 95-10.

While all parties agreed to the minimum flow targets shown in **Attachment A of Exhibit 5-A**, CDFW and Cal-Am did not discuss or agree to additional language requiring faster notification of any operational changes to the Cal-Am system that could result in the need to accelerate or expand fish rescues. CDFW provided draft language in 2010 that Cal-Am rejected, which resulted in the 2010 through 2018 Low Flow MOAs not being signed by CDFW. Cal-Am complied with the Low-Flow MOA targets in 2010 through 2018. District staff provided alternative draft language at a January 26, 2011 meeting which Cal-Am rejected as overly specific and unworkable. Cal-Am's current position is that CDFW must demonstrate the legal nexus requiring that such additional language be included in future Low Flow MOAs. Even if the Low Flow MOA shown in **Exhibit 5-A** is only signed by the District and Cal-Am, and not CDFW, as was the case in 2010 - 2018, we expect Cal-Am will once again comply with the low-flow targets for 2019.

The proposed MOA may be modified by mutual consent of all the parties and will be monitored weekly by representatives of the three parties. It should be noted that the releases and operations specified in the MOA are consistent with the releases and diversions that were proposed in the Quarterly Water Supply Strategy and Budget for Cal-Am for the July-September 2019 period, on June 6, 2019. If approved, the 2019 MOA becomes effective August 1, 2019, and extends through December 31, 2019.

IMPACT ON STAFF AND FISCAL RESOURCES: Due to the current "wet" inflows that are likely to continue or only slightly worsen for the remainder of the year, the lower river is only slowly losing surface flow has not yet begun drying-up, and may never do so this Water Year or Calendar Year. LPD just ceased spilling over the weekend of August 3-4, 2019. Roving steelhead rescue efforts in the tributaries began on April 30, 2019, but main-stem rescues may not be initiated at all, or only on a very limited basis this year, as was the case in 2017. District staff will need to do some fish rescues and relocations, but will not operate the District's Sleepy Hollow Steelhead Rearing Facility (SHSRF) to rear fish in 2019, due to ongoing reconstruction of the intake and addition of Recirculating Aquaculture Systems (RAS).

EXHIBITS

- 5-A** Draft 2019 Memorandum of Agreement between the State of California Department of Fish and Wildlife, California American Water, and the Monterey Peninsula Water Management District to Release Water into the Carmel River from Los Padres Reservoir
- 5-B** Maintenance and Water Quality Pumping Schedule, 2019

EXHIBIT 5-A

2019 MEMORANDUM OF AGREEMENT AMONG THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, CALIFORNIA AMERICAN WATER, AND MONTEREY PENINSULA WATER MANAGEMENT DISTRICT TO RELEASE WATER INTO THE CARMEL RIVER FROM LOS PADRES RESERVOIR

THIS AGREEMENT is made this 11th day of July, 2019, among the California Department of Fish and Wildlife, ("Department"), California American Water, ("Cal-Am"), and the Monterey Peninsula Water Management District, (the "District"), with respect to the following.

RECITALS

A. The Department is required to conserve and protect the fish and wildlife resources of this state, and it is the Department's objective to maximize surface flows in the Carmel River below Los Padres Dam;

B. Cal-Am supplies water to the citizens of the communities of the Monterey Peninsula, Monterey County in accordance with SWRCB Order No. 95-10, as amended.

C. The District, through its rules and regulations, establishes a quarterly water supply strategy and budget for the Monterey Peninsula.

NOW THEREFORE, IT IS HEREBY AGREED:

DEFINITIONS

1. "Minimum pool at Los Padres Reservoir" means a surface water elevation of 980 feet above mean sea level, or 89 acre feet of storage.

2. "Water Release by Cal-Am at Los Padres Dam" into the Carmel River may occur from seepage through the dam, direct release from any discharge port, spillage over the crest of the dam, releases through the fish ladder or smolt emigration facility, releases from the lowest outlet at 980 feet NGVD, or any combination thereof.

DESIGNATION OF RESPONSIBILITIES

3. Cal-Am shall make water releases into the Carmel River channel below Los Padres Reservoir beginning August 2019 as follows and summarized in **Attachment A**: Cal-Am shall maintain 13.0 cubic feet per second (cfs) for August and September, and then 11.5 cfs for October and November 2019 below Los Padres Reservoir, as measured at the District's Below Los Padres Gage, relying on the natural recovery of river base flows from above the reservoir to sustain flows thereafter.

4. The Russell Wells shall be limited to a combined total instantaneous diversion rate of not more than 0.5 cfs during low-flow periods as set forth in ordering Paragraph No. 4 of SWRCB Order WRO-2002-0002 (**Attachment B** hereto).

5. In the event that a significant change in projected runoff occurs in the basin during the duration of this Agreement, the parties will meet to discuss modifications to the scheduled reservoir releases and diversion.

6. Cal-Am shall limit operation of its wells in the Carmel Valley above the Narrows during low-flow periods as set forth in ordering Paragraph No. 2 of SWRCB Order WRO 2002-0002 (**Attachment B** hereto). Cal-Am shall notify the District and the Department of its maintenance pumping schedule in advance.

7. Cal-Am shall make reasonable efforts to operate the Lower Carmel Valley production wells in the sequence from the most downstream well and progress upstream as wells are needed and available for production. Cal-Am shall notify the District and the Department before operating its Scarlett No. 8 Well.

8. Cal-Am shall notify the District and the Department when the water elevation reaches 990 feet NGVD at Los Padres Reservoir, and Cal-Am shall not draw Los Padres Reservoir below minimum-pool elevation without obtaining specific written approval from the Department.

9. In the event that Cal-Am has not exceeded its annual production limit from both the Coastal Subareas of the Seaside Groundwater Basin and Carmel River sources, Cal-Am shall make every reasonable effort to produce water from the Coastal Subareas of the Seaside Basin before producing water from its Carmel River sources to preserve streamflow and instream habitat in the Carmel River for listed species, consistent with the production amounts specified in the Quarterly Water Supply Strategy and Budget for Cal-Am's main distribution system.

DISTRICT

10. The District shall take direct measurements of inflow to Los Padres Reservoir on a monthly basis through the duration of this Agreement.

ALL PARTIES

11. This Agreement is revocable upon ten days' written notice to all parties signatory to this Agreement.

12. This Agreement is entered into without prejudice to the rights and remedies of any party to the Agreement.

EFFECTIVE DATE AND TERM OF AGREEMENT

13. This Agreement is effective August 1, 2019 and shall remain in force until December 31, 2019. This Agreement may be modified or extended by mutual consent of all the parties.

EXECUTION

IN WITNESS WHEREOF, each party hereto has caused this Memorandum of Agreement to be executed by an authorized official on the day and year set forth opposite their signature.

California American Water

By: _____
511 Forest Lodge Road
Pacific Grove, CA 93950

Date

Monterey Peninsula Water Management
District

By: _____
P.O. Box 85
Monterey, CA 93942-0085

Date

California Department of Fish and
Wildlife

By: _____
1234 East Shaw Avenue
Fresno, CA 93710

Date

ATTACHMENT A

Table 1 [Version 4a] - 07/11/19 Original																
2018 Low Flow Memorandum of Agreement & Quarterly Water Budget																
Los Padres Reservoir: Release Schedule (All Values in Acre-Feet, except Cubic-Feet-per-Second as indicated)																
Estimating July-October Flows as Median for a Wet WYT, then declining to Flows for a Median Normal WYT in November - December, and Drawdown No Lower Than 1000' Elevation = 378 AF (New 2017 Tables)																
Month Represents Water Year Type of:	Norm	Norm	ExtWet	Wet	ExtWet	ExtWet	AboveNorm	Wet	Wet	Wet	Wet	Wet	Wet	Normal	Normal	
	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	WY 2018
Los Padres Reservoir																
Estimated Inflow	284	792	1,868	15,583	39,943	21,311	5,832	3,615	2,060	935	374	306	571	573	1,859	92,903
Evaporation	18	16	11	30	19	13	28	33	50	63	49	28	20	8	2	358
Outflow as @ BLP Gage																
Spillage	0	0	651	14,938	39,309	20,683	5,189	2,967	1,395	257	0	0	0	0	0	85,389
Combined Release (Ladder/Trap/980')	429	475	615	615	615	615	615	615	615	615	800	773	709	683	1086	7,397
Actual Mean Daily in CFS @ BLP Gage	7.0	8.0	20.6	252.9	718.9	346.4	97.5	58.3	33.8	14.2	13.0	13.0	11.5	11.5	17.7	
Targeted Min. Mean Daily Flow in CFS	8.5	8.5	11	n/a	n/a	n/a	n/a	n/a	n/a	n/a	13.0	13.0	11.5	11.5	11.5	
Total Storage																
Beginning of Month	940	777	1,078	1,669	1,669	1,669	1,669	1,669	1,669	1,669	1,669	1,194	699	541	423	
End of Month	777	1,078	1,669	1,669	1,669	1,669	1,669	1,669	1,669	1,669	1,194	699	541	423	1,194	
Between Reservoirs																
Net Inflow from Tributaries	0	165	480	7,855	27,319	10,604	2,747	2,073	1,070	234	42	16	30	64	465	52,605
All Estimated Losses (Div. + E.T.)	17	0	0	0	0	0	0	0	0	68	58	53	37	21	16	196
Sleepy Hollow Weir																
Total Estimated Release	412	639	1,746	23,408	67,243	31,902	8,551	5,655	3,080	1,038	784	736	702	726	1,535	145,194
Estimated Mean Daily Flow in CFS	6.7	10.7	28.4	380.7	1210.8	518.8	143.7	92.0	51.8	16.9	12.8	12.4	11.4	12.2	25.0	
Notes: 1. The minimum pool requirement at Los Padres Reservoir is 105 acre-feet at elevation 980 ft. 2. Projected in flows for the July - October are based on the median inflows for a Wet WYT, whereas the November - December 2019 period are based the median inflows for a Normal WYT. 3. Estimated in flows are apportioned Above and Below LPD, as 80/20% in June - July, 90/10% August, 95/5% in September - October, 90/10% in November, and 80/20% in December. 4. Estimated evaporation from LPR in July - December are actual measured values from 2017. 5. Releases and diversions are consistent with terms of the 2001 and 2006 Conservation Agreements between the NMFS and Cal-Am and with the conditions in SWRCB Order Nos. 95-10, 98-04, 2002-0002, and 2016-0016. 6. Numbers in Bold type are final reported numbers, and those in <i>Italics</i> are future estimates. 7. LPR storage values based on preliminary results from the 2017 Bathymetric Survey of LPR, beginning July 1, 2017; max capacity @ 1039.78' = 1,669 AF.																

ATTACHMENT B

STATE OF CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

ORDER WRO 2002 – 0002

In the Matter of Reconsideration of WR Order 2001-04-DWR
Implementing Condition 6 of Order WR 95-10 as Modified by
Order WR 98-04 Regarding Diversions by
California-American Water Company

SOURCE: Carmel River

COUNTY: Monterey

ORDER RECONSIDERING WR ORDER 2001-04-DWR

IT IS FURTHER ORDERED that Cal-Am shall comply with Condition 6 of Order WR 95-10, as modified by Order WR 98-04 as follows:

1. Cal-Am shall immediately upon issuance of this order cease withdrawal of water from the San Clemente Dam during low flow periods except during an emergency. “Emergency” means a system failure such as a pump failure, main breaks or fires, that jeopardizes the public health and safety. Hot weather demand alone shall not *per se* be an “emergency,” but it is recognized that after taking appropriate conservation measures, if levels in the Clear Well fall below nine feet from the bottom of the tank, an emergency may exist and diversions at San Clemente or the utilization of other facilities may be necessary. Nine feet from the bottom of the tank is a minimum requirement established by California Department of Health Services regulations. In all cases, diversions at San Clemente Dam or the utilization of other facilities shall be undertaken in a manner that is least damaging to the fishery resources, and these emergency operations shall be for the shortest practicable time. Cal-Am shall notify and consult with NMFS, FWS, DFG, and the District prior to implementation of emergency operations. If there is no time for consultation, Cal-Am shall notify NMFS, FWS, DFG, and the District of its emergency operation as early as practicable within eight (8) hours after Cal-Am first becomes aware of the emergency. Cal-Am shall notify, by telephone or telefax, the Chief of the Division of Water Rights within 24 hours of the emergency or by noon of the first business day following the incident. For the purpose of this Order, “low flow periods” are defined as times when stream flow in the Carmel River at the Don Juan Bridge (RM 10.8) gage is less than 20 cfs for five consecutive days. Pursuant to its continuing authority over the public trust, the SWRCB may amend this order to modify the definition of “low flow periods” or to add additional flow requirements to protect steelhead in the Carmel River. The Chief of the Division of Water Rights (Chief) is delegated the authority to modify the definition of “low flow periods” and the authority to add flow requirements based on new information, after finding that any proposed change to the order would better protect steelhead in the Carmel River. The Chief is also delegated the authority to modify the flow requirements of this order, in response to any changes in the requirements imposed under the Endangered Species Act, as necessary to prevent this order from being in violation of the Endangered Species Act or unreasonably interfering with efforts to comply with the Endangered Species Act. Prior to making the finding and prior to making any change to the order, the Chief shall provide notice to the parties to this hearing and give them an opportunity to comment on the proposed change.

Anticipated Maintenance & Water Quality Pumping Schedule
2019

Wells	January	February	March	April	May	June	July	Aug	September	October	November	December
Scarlett Well No. 8	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive
Los Laureles Well No. 5	8	12	12	9	14	11	9	13	10	15	12	10
Los Laureles Well No. 6	9	13	13	10	15	12	10	14	11	16	13	11
Garzas Well No. 3	7 & 8	4 & 5	4 & 5	1 & 2	6 & 7	3 & 4	1 & 2	5 & 6	2 & 3	7 & 8	4 & 5	2 & 3
Garzas Well No. 4	9 & 10	6 & 7	6 & 7	3 & 4	8 & 9	5 & 6	3 & 4	7 & 8	4 & 5	9 & 10	6 & 7	4 & 5
Panetta Well No. 1	7 & 8	4 & 5	4 & 5	1 & 2	6 & 7	3 & 4	1 & 2	5 & 6	2 & 3	7 & 8	4 & 5	2 & 3
Panetta Well No. 2	9 & 10	6 & 7	6 & 7	3 & 4	8 & 9	5 & 6	3 & 4	7 & 8	4 & 5	9 & 10	6 & 7	4 & 5
Robles Well No. 3	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive	Inactive

Scarlett Well No. 8, Los Laureles Well No. 5 and Well No. 6 will be pumped one day per month for 8 hours

Garzas Wells No. 3 and No. 4 and Panetta Wells No. 1 and No. 2 will be pumped 2 days per week, one week per month for 8 hours per day.

Robles Well No. 3 will be pumped two (2) hours per day, one (1) day per week, four (4) weeks per month.

Well sampling for Water Quality purposes may be in addition to above schedules and will be conducted after 10:30 a.m. and before 2:00 p.m. on a quarterly basis.

The wells need to run for approximately 20 min for this sampling.

(< 20 cfs for 5 consecutive days at the Don Juan gauging station) or non-usage, the above schedule will be utilized.

NOTE: The dates marked in RED are Holidays or days that Holidays are observed by the company. In these cases, the maintenance pump schedule will be performed on the nearest feasible regular workday schedule.
(ie. If a Monday is a holiday and a well is scheduled for a maintenance run, the nearest feasible day would be Tuesday.)

ITEM: CONSENT CALENDAR**6. CONSIDER ADOPTION OF MEMORANDUM OF UNDERSTANDING WITH THE GENERAL STAFF BARGAINING UNIT**

Meeting Date:	August 19, 2019	Budgeted:	No
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Salary & Benefits
Prepared By:	Suresh Prasad	Cost Estimate:	\$74,000 for FY 2019-2020

General Counsel Review: N/A**Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: The General Staff Bargaining Unit, represented by United Public Employees of California, Local 792/Laborers' International Union of North America, and the Board's negotiating representatives have agreed to terms for a new 5-year Memorandum of Understanding (MOU), attached as **Exhibit 6-A**. This agreement achieves the District goals of remaining cost conscious while also being fair and reasonable to employees.

RECOMMENDATION: The General Manager recommends that the Board adopt the General Staff Memorandum of Agreement as it appears in **Exhibit 6-A**.

BACKGROUND: New bargaining points incorporated into the agreement, as a result of this year's negotiations, are as follows:

Term

5 year contract

Salary Adjustment

- Effective July 1, 2019, there will be a cost-of-living salary increase of 3.25%.
- Effective July 1, 2020, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2021, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2022, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2023, there will be a cost-of-living salary increase of 2.75%.

On-Call Pay

An employee that requires work in the field (excluding administrative employees), and is required to be available by phone outside of the employee's regular working hours, shall be compensated

at a rate of \$25 per weekday (day of week other than Saturday and Sunday) and \$75 per weekend day.

An employee is considered to be “on-call” when designated for duties identified in writing by the General Manager or their designee, for a specific period of time.

Out of Class Pay

An employee who is required to perform all the duties that is normally performed by a higher paid position shall be paid a salary that is equivalent to Step 1 of the higher paid position or a 5% premium (whichever is greater) after 10 consecutive business days of working in the higher paid position.

An employee is considered to be working “out of class” when designated for duties identified in writing by the General Manager, for a specific period of time.

Appendix A - The Job Classifications have been updated.

Attachment A – The updated salary chart for the next 5 years are attached.

EXHIBIT

6-A Memorandum of Understanding between the Monterey Peninsula Water Management District and the General Staff Bargaining Unit

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
AND
THE GENERAL STAFF BARGAINING UNIT,
REPRESENTED BY
UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 / LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA

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This Memorandum of Understanding (M.O.U) sets forth the agreement between the representatives of UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 (hereinafter referred to as "Union") and the representatives of the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT (hereinafter referred to as "District") on all matters concerning wages, hours, working conditions and other terms of employment for employees within the GENERAL STAFF BARGAINING UNIT.

The District and Union have met and conferred in good faith and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. This agreement supersedes all prior District Personnel Policies that pertained to members of this bargaining unit, where such matters have been specifically addressed. In the event of a conflict between this contract and any policy, memorandum or directive, either written or verbal, this contract shall prevail.

ARTICLE 1 RECOGNITION

Pursuant to the Meyers-Milias-Brown Act and the District's Employer-Employee Relations Resolution, the Union, affiliated with UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792, is hereby recognized as the exclusively recognized employee organization for the General Staff Bargaining Unit employees. Classifications in the bargaining unit are listed in Appendix A. Pursuant to language in the MOU, this list can be amended from time to time.

ARTICLE 2 NON-DISCRIMINATION

The District and the Union will cooperate in pursuing a policy of equal employment and equal promotional opportunity for all employees. There shall be no employment discrimination because of a person's political or Union affiliation or belief, non-affiliation or non-belief. There will be no coercion, intimidation, or discrimination against any employee for exercising her/his right to form, join and participate in the activities of the Union.

ARTICLE 3 UNION SECURITY

- A. ~~Agency Shop—New employees hired during the term of this contract and all current employees covered by its terms shall, within thirty (30) days of employment or the signing of this Agreement, join the Union and pay Union dues or pay an equivalent service fee thereafter as a condition of continued employment. The District shall notify new employees of these Agency Shop provisions and that the Union is the exclusive recognized bargaining representative for the workers in the unit. The District shall also provide a copy of the current contract to the employee. Employees in the bargaining unit who are not members of the Union on the effective date of this contract shall authorize either Union dues or an equivalent service fee as a condition of continued employment.~~

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4.8" + 5.2" + 5.6" + 6" + 6.4"

~~In accordance with Government Code Section 3502.5, any employee subject to this Section who is a member of a bona fide religion which has historically held conscientious objections to joining or financially supporting an employee organization shall, upon verification of active membership in such a religious body, satisfactory to the Union, be permitted to make a charitable contribution equal to Union dues to a non-religious, charitable organization agreed upon by the parties.~~

A. New Employee Orientation - New employee orientation shall occur within 30 days of an employee's hire. The Union will be provided not less than 10 calendar days' advanced notice of the time, date and location of the orientation. The Union will be given no less than thirty (30) minutes as part of and at the end of the orientation to present Union membership information. Attendance of the new employee at the Union's portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting orientation shall be granted paid release to do so including reasonable travel time if needed.

B. Employee Information -The Employer will provide the Union a digital file via email to the Association President and Labor Relations Representative containing the following information:

- Name
- Job title
- Department
- Work location
- Work, home and personal cellular telephone numbers on file with Employer.
- Personal email addresses on file with the Employer
- Home address on file with Employer

Such information will be provided as follows:

1. For new hires, within thirty (30) days of the date of hire.
2. Fall bargaining unit employees, at least every 120 days effective October 1, 2017.

The Employer shall not be required to supply information it does not have.

Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the Employer (copy to the Union) to direct the Employer to withhold disclosure of the employee's:

- Home address.
- Home telephone number.
- Personal cellular telephone number.
- Personal email address.
- Birth date.

BC. Payroll Deduction – The District will make available payroll deductions for Unit members for both regular Union dues and other fees, as applicable, and remit these funds monthly to the Union by separate check with the exception of the charitable contributions that shall be remitted to the appropriate organization. These deductions are subject to the following conditions:

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- 1) Deductions shall be withheld only if the employee so authorizes in writing on the form provided by the Union and approved by the District.
- 2) The Union will indemnify and hold harmless the District, its employees, officials and representatives from any claims, litigation or liability arising from the implementation of this section.

C.D. Dispute Resolution – Any dispute between the Union and an employee on the interpretation of Article 3 shall, at the request of the Union or the affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. The employee and the Union shall each bear one half the cost of the arbitration, including the fee of the American Arbitration Association and the arbitrator. The cost of the certified transcript of the proceedings shall be paid by the party requesting same. The District will not protest or interfere with any final and binding decision under this Section.

D. ~~In the event an employee fails to authorize either Union dues, an equivalent service fee or charitable contribution, as required in this Section, the Union will give written notice of such failure to the District and the affected employee, and request dismissal of the employee.~~

E. ~~Upon receipt of such notice from the Union, the District will issue to the employee and the Union a five (5) day notice of Intention to Dismiss. Failure to authorize payroll deductions by the response deadlines set in the Notice to Dismiss shall result in termination.~~

F. ~~Employees terminated as a result of this provision do not have the right of recourse through Article 21 Grievance Procedure.~~

G.E. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Section.

H.F. Memorandum of Understanding Distribution – The District will distribute to all Unit members a copy of the signed Memorandum of Understanding. When a person is hired in any classification covered by this Memorandum of Understanding, the District shall notify the person that the Union is the recognized employee organization. The District will provide that person with a copy of the current MOU.

I.G. Union Notification – The Union shall be given at least ten (10) working days advance written notice prior to adopting any rule, resolution, regulation, or action affecting working conditions within the scope of representation and shall be given the opportunity to meet and confer with the District representative prior to its adoption by the District Board of Directors.

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H. Bulletin Boards – The Union shall be provided a bulletin board in the employee break room. The Union agrees that notices posted on the bulletin board shall not contain anything that may be construed as maligning and/or derogatory to the District or its representatives. The Union shall be responsible for maintaining the bulletin board in a professional manner. The Union shall be responsible for placement of and removal of outdated material. However, the District shall retain the right to remove maligning, derogatory, or inappropriate, or outdated material.

I. Time Off for Union Officials – During the term of this agreement, two employees from the unit shall be allowed a reasonable amount of paid release time off for “meet and confer” or “meet and consult” sessions scheduled with the District’s designated representatives, providing there is no disruption of work. The Union shall notify the General Manager in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations.

The Union may request, and the District may grant, time off without loss of pay to Union representatives to assist the District in the formulation of policies and procedures mutually beneficial to the District and the Union. However, such time off shall be at the discretion of the General Manager.

L.J. Union Stewards – The Union shall be authorized to designate two employees within the unit as stewards and must furnish a list of these stewards to the General Manager within five working days after appointment or election. One steward at a time shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward’s area of representation in the filing or processing of grievances or disciplinary appeals, as long as there is no interruption of work in the employee’s division. Stewards must first obtain permission through appropriate supervisory channels before leaving their work or work location for such purposes. There shall be no discrimination, intimidation or coercion of any steward exercising his/her rights under the grievance procedure.

M.K. Visits by authorized Union Representatives – Access to District work locations and the use of District paid time, facilities, equipment and other resources by the employee organizations and those representing them shall be limited to activities pertaining to the employer-employee relationship. Reasonable access to employee work locations shall be granted to representatives of recognized employee organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation.

N.L. Meeting Time – Employees of the District shall be permitted to meet on their own time on District premises at least two hours per month.

ARTICLE 4 DISTRICT RIGHTS

A. Except as modified by this Memorandum of Understanding, the District reserves, retains and is vested with, solely and exclusively, all rights of the District which are not expressly abridged by law to manage the District. The District also recognizes that employee contributions to the decision making process is valuable. The District agrees to encourage employee input on matters within the scope of representation. The sole and exclusive rights of the District shall include, but not be limited to, the following:

- To manage the District generally and to determine all issues of policy;
- To determine the nature, manner, means and technology, and extent of services to be provided to the public;
- To determine and/or change the facility, methods, technological means, size and composition of the workforce by which District operations are to be conducted;
- To assign work to and schedule employees in accordance with requirements as determined by the District, and to establish and change work schedules, vacation schedules, and assignments upon reasonable notice and in accordance with these Rules and memoranda of understanding;
- To relieve employees from duties for lack of work, funds, or similar non-disciplinary reasons;
- To determine and modify productivity and performance programs and standards;
- To discharge, suspend, demote or otherwise discipline non-probationary employees for just cause;
- To determine job classifications and to reclassify employees in accordance with these Rules and applicable resolutions and ordinances of the District;
- To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with these Rules and applicable ordinances and resolutions of the District;
- To determine and administer policies, procedures and standards for selection, training and promotion of employees in accordance with these rules and applicable resolutions and ordinances of the District.
- To establish employee performance standards including, but not limited to qualification and quantity standards, and to required compliance therewith;
- To determine satisfactory and unsatisfactory job performance levels, and evaluate employees based upon these criteria;
- To take any and all necessary action to carry out the functions of the District in emergencies.

- B. Before submission of a recommendation to contract out any function traditionally performed by unit employees which would result in a reduction of the work force, the Union will be offered the opportunity to examine the proposal for at least thirty (30) days prior to Board action, whenever possible and to submit recommendations. If requested, the District will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs.

ARTICLE 5 PERSONNEL ACTIONS

- A. A District list of all current job descriptions shall be available for review by employees and Union representatives. An employee may obtain a copy of any job descriptions from the Human Resources Analyst.

Upon appointment, each new employee shall be provided with a copy of the employee's job description. Further, an employee shall be given a copy of the amended job description as changes occur.

Job Descriptions shall be explicit as to the level of skills, knowledge, and ability required to perform the work. Specific detail of the work required will be used wherever reasonable and the work required shall be within the realm of that normally performed within the scope of the job classification.

- B. The District shall offer to meet and confer with the Union regarding the impacts of an appropriate reclassification whenever the District intends to classify, reclassify, create, modify, and or abolish classes existing in the bargaining unit. If an employee believes that he or she has been assigned duties that do not reasonably relate to the classification to which the employee is assigned, the Union may request and the District shall grant, an opportunity to meet and consult with the parties involved regarding such assignment. If the employee wishes to request that an individual reclassification analysis be performed on his or her position, the following procedure shall be followed:

- 1) If an employee believes that he or she has been assigned duties that do not reasonably relate to the classification to which the employee is assigned, the employee can state his or her concerns to his or her Division Manager. The employee may also direct his or her concerns directly to the Union.
- 2) The General Manager will consider all such requests after receiving written input from the employees' Division Manager and/or Supervisor regarding the employee's assertions.
- 3) The General Manager will evaluate the information received and determine if a reclassification analysis is justified.
- 4) If the General Manager determines that a reclassification analysis is to be performed, he will assign that task to the Human Resources Analyst.

- 5) Reclassification requests will be handled in the order received.
 - 6) Reclassification analyses will be performed as soon as possible within the context of the Human Resources Analyst's work assignments.
 - 7) The results of reclassification analyses will be evaluated by the General Manager, who will make a decision on whether he accepts the findings.
 - 8) The General Manager will advise the Division Manager and the Union of his decision on reclassification.
 - 9) If the General Manager supports reclassification of a position, a request for reclassification and modification of the Organization Chart will be included on the next open Board Meeting agenda.
 - 10) Reclassification will be effective on the 1st day of the month following Board approval.
- C. There shall be only one official personnel file that shall be maintained at the District's Human Resources Office. An employee shall have the right to review her/his personnel file or authorize in writing the review by a representative. No material will be inserted into the employee's personnel file without prior notice and a copy given to the employee. An employee may place in her/his personnel file a written response to adverse material inserted into the file in lieu of filing a formal grievance regarding the subject of the adverse material. In addition, an employee may place any letters of commendation received from the public or certificates of educational achievement in his/her personnel file.
- D. A written performance evaluation is intended to be a documented summary of the work performance of the employee and to encourage ongoing communication between the supervisor/rater and the employee. An evaluation is not to be used for discipline in and of itself.
- E. An employee shall have the right to review and respond in writing to any evaluation she/he considers derogatory, or otherwise inaccurate, within ten (10) days of receipt of a copy of the evaluation.
- F. Step increases recommended as a result of a delayed performance evaluation shall be effective retroactively on the first day of the month following the employee's anniversary date.
- G. An employee who voluntarily terminates her/his service with the District may receive an end-of-job performance evaluation if requested in advance by the employee.

- H. The parties agree that the District and its representatives and employees shall treat each other with mutual respect, dignity, courtesy, and trust in all work related matters. It is the intent of this Agreement to establish such a harmonious and constructive relationship among the parties.

ARTICLE 6 CATEGORIES OF EMPLOYEES

- A. The following definitions shall apply to this Memorandum:

1. Full-time Regular Employee: An employee of the District occupying a regular position who is employed 40 hours per week and who is not serving under a written contract or in an introductory status.
2. Part-time Regular Employee: An employee of the District who is not a full-time regular employee, who is employed less than 40 hours per week and who is not serving under a written contract or in an introductory status.
3. Introductory Employee: An employee of the District who is serving in the minimum six (6) month working test period required before the appointment as a full-time regular employee is completed, during which the terms of the extended introductory period must be satisfied. In the case of a part-time employee, the introductory period shall also be a minimum six (6) month period before the appointment as a part-time regular employee is completed. An employee on introductory status may be terminated without cause.
4. Limited-Term Employee: An employee of the District who is not a regular employee, and who is hired for a project that is estimated to require 1,000 hours or less in a fiscal year. (July 1- June 30). If a project requires more than the originally estimated time, the limited-Term employee may be extended for additional 1,000-hour periods with Board approval. Any Limited-Term employee can be terminated without cause and shall not be entitled to employee rights or benefits specified in Article 7 with the exception of eligibility for PERS retirement benefits if the total worked in a fiscal year exceeds 1,000 hours.
5. Volunteer: A person who is not a paid employee who participates in any District activity by providing their labor and services to the District free of charge. Use of volunteers on District projects must be approved by both the Division Manager and Risk Manager for liability and workers' compensation purposes. (Resolution No. 96-03 outlines the Board's authorization and governs of the use of volunteers.)
6. Exempt Employee: An employee of the District that is not subject to the overtime provisions of the Fair Labor Standards Act (FLSA).
7. Non-Exempt Employee: An employee of the District that is subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

B. Employment Status is described as follows:

1. Introductory Status: The introductory period shall be used by the General Manager for the evaluation of any new employee, and for the termination of any introductory employee whose performance, work, or behavior does not meet the required standards of the Monterey Peninsula Water Management District. Each appointment, re-employment, or transfer to a regular position shall be subject to an introductory period of six (6) months for full-time and part-time positions. This introductory period is the final phase of the examination and qualification process before the appointment as a regular employee is completed.

The introductory period shall date from the time of initial employment in a position and shall not include time served as a limited-term employee nor any period of continued leave of absence without pay exceeding thirty (30) days.

The General Manager may extend the introductory period of an employee for a period not to exceed six (6) months upon furnishing the employee with a statement of the reasons for such extension and the required standards that must be met in order for the employee to successfully complete the introductory period.

2. Regular Status: Regular status is afforded all qualified employees of the District, other than employees who are on probation or are contract employees.
3. Limit-term Status: A limited-term employee is one hired for the purpose of filling short-term employment vacancies, vacation, sick leave, military leave, leaves of absence, and/or to meet other short-term business demands of the District. Limited-term employment may be terminated at the will of the General Manager or the employee.
4. Part-time Status: A part-time employee is an employee who works less than full-time and does not occupy a regular full-time position.

ARTICLE 7 ELIGIBILITY FOR EMPLOYEE BENEFITS

- A. Regular Employees: Regular employees are entitled to vacation, sick leave, leaves of absence without pay, and other benefits set forth in this section and as authorized by the District.
- B. Introductory Employees: Introductory employees shall accrue vacation and sick leave credit but shall not be entitled to use vacation credit until successful completion of the introductory period. However, any vacation time accrued by working on a District holiday may be used prior to the end of the probation period.

- C. Limited-term Employees: Limited-term employees shall not be entitled to any of the benefits set forth in this section, with the exception of those Limited-term employees who have been extended by Board approval for more than 1,000 hours of employment in a fiscal year, who will then become eligible for PERS retirement benefits.
- D. Part-time Employees: Part-time employees shall accrue pro-rata vacation and sick leave credit based upon the hours actually worked by each employee, but shall not be entitled to use accrued vacation hours until successful completion of the introductory period.

ARTICLE 8 OPTIONAL BENEFITS

- A. A deferred compensation plan (IRS Section 457) is available to all regular employees. Deferred compensation is an IRS-approved method of saving for retirement which includes deferring federal and state income taxes. Current District policy permits an employee to start, stop, increase, decrease, or change investment funds as often as he or she wishes without fees or penalties. The District does not contribute to the deferred compensation plan except as may be required by an individual employment contract.
- B. A Section 125 Flexible Benefits Plan is provided. This plan provides the opportunity to participate in an ~~Unreimbursed Medical Expenses~~flexible spending arrangements (FSA) Plan and a Dependent care Expense Reimbursement Plan on a pre-tax basis. Participants may contribute up to ~~\$2,550 per year~~the maximum limit established by the Internal Revenue Service (subject to change per Internal Revenue Service). The District does not contribute to the Section 125 Flexible Benefits Plan.
- C. Supplemental insurance coverage is also available through AFLAC Insurance. Employees pay premiums for this coverage.

ARTICLE 9 RETIREMENT BENEFITS

District employees are covered by the California Public Employees Retirement System (PERS) under two tiers.

Tier 1 - Employees hired before January 2013 or considered Classic Members by CalPERS

Tier 1 employees are covered by the PERS 2% at 55 formula. The District also provides them with the PERS Employer Paid Member Contribution (EPMC) under Government Code section 20636, section (C)(4), pursuant to Government Code section 20691, by including the value of the EPMC in salary reported to PERS as compensation. Tier 1 employees have the one-year final compensation benefit for calculating their retirement annuity.

Tier 1 employees contribute towards the District's total normal cost by making contributions of ~~3.5% to both the EPMC and towards~~ the Employer Contribution portion of the PERS premium and 3% towards the EPMC portion of the PERS premium. Effective July 1, 2018,

~~an additional 2% for a total of 5% of each Tier 1 employee's salary will also be applied to the Employer Contribution portion of the PERS premium.~~ However, the percentage of contributions paid by the employee in each year of the contract shall in no circumstance be more than 50 percent of the total normal cost up to a maximum contribution of 8% of the employee's salary.

Tier 2 - Employees hired after January 2013 and those employees not considered Classic Members by CalPERS - Subject to AB 340, the "California Public Employee's Pension Reform Act" (PEPRA).

Tier 2 employees are covered by the PERS 2% at 62 formula with no PERS EPMC. Tier 2 employees must contribute 50% of the total normal cost rate for PERS to a maximum of 8% of their salary. ~~The District's total normal cost for new members in 2013 is 12.5%.~~ The total normal cost rate is subject to change over time, as it will be impacted by risk pool demographics and the actuarial assumptions used in retirement benefit funding. The three-year final compensation period is used to calculate a Tier 2 employee's retirement annuity. Annual pensionable compensation that can be used to calculate final compensation is capped. ~~The 2013 cap for District employees is \$136,440. The cap is subject to change per the rules of CalPERS.~~

Tiers 1 and 2

The District shall provide the PERS 1959 Survivor Benefit, Fourth Level, at no cost to the employee.

In accordance with the California Public Employee's Pension Reform Act", if a public employee is convicted of a felony arising from the performance of public duties, or connected with obtaining salary or other benefits for public service, the employee forfeits the portion of his or her pension accruing after the crime.

ARTICLE 10 HEALTH AND WELFARE BENEFITS

Medical, dental, vision, life insurance, short-term disability insurance, long-term disability insurance, and an employee assistance plan shall be provided for all regular employees, introductory employees, and their eligible dependents. Medical insurance will also be provided to eligible retirees and their eligible dependents, as stated in Article 10, Section ~~EB~~. The terms and conditions of enrollment and the benefits provided under all health plans are subject to the plan documents and practices, which are controlling.

- A. Premium Payment: During the term of this agreement the District shall pay the below designated amounts towards employee benefits. Should employees be required to make any premium payment, such payments shall be made by payroll deduction.
 1. Life, Survivor, LTD & EAP: The District shall pay 100% of premiums for life insurance, survivor benefit, long-term disability insurance, and the employee assistance plan premiums for all regular and introductory employees.

2. SDI: The District shall pay 50% of the premium for short-term disability insurance. Employees will be required to pay the other 50% of that premium.

3. Employee Health Insurance

Effective January 1, 2014, employees have been enrolled in the Laborers Northern California Trust Special Plan.

Effective 07/01/20162019: The District will pay the higher of ~~\$1055.45~~\$1,149.50 per month or 95% of the then-current premiums for all eligible employees and their dependents.

B. Retiree Medical Premiums

The District contribution towards retiree medical premiums will be available only to those retirees and their dependents or survivors who meet the eligibility criteria established by the District and/or the medical care provider.

Retirees may be enrolled in the plan of their choice or in effect for members of the bargaining unit from which they retired if they meet that plan's eligibility requirements. Retirees who are ineligible, due to a change in the medical plan for active employees, may enroll in an alternate health plan and be reimbursed for their premiums, according to the vesting schedules described below.

Retirees eligible for Medicare must enroll in a Medicare supplemental plan. To be eligible for paid retiree medical from the District, the retiree must not be entitled to receive equivalent health care through current or prior employment or the military. Reimbursement for the Medicare Part B costs shall be available from any unused portion of the retiree medical premium.

Vesting Schedule:

Tier 1 - Employees hired before July 2013

- a. Less than 15 years of District service: The District will reimburse retirees up to \$540 per month for retiree medical premiums paid to its medical plan provider.
- b. 15 or more years of District service: The District will reimburse retirees up to ~~\$1449.00~~\$1,255.54 per month, as of July 1, ~~2016~~2019, for retiree medical premiums paid to its medical plan provider. The District reimbursement will increase by 3% effective July 1st of each successive calendar year.

Tier 2 - Employees hired after July 2013

The District will contribute up to \$540 per month for reimbursement of retiree medical premiums.

Retirees in Tier 1 & Tier 2 must submit evidence of medical insurance payment each month to receive reimbursement from the District. Retirees have up to three (3) months to submit requests for retiree medical insurance reimbursement.

Tiers 1 and 2

Survivor Premiums

For a period of one year, the District shall continue to provide and pay for medical coverage for the surviving dependent(s) of an employee or retiree whose death occurs when the dependent(s) are receiving medical benefits from the District.

ARTICLE 11 VACATION

A. **Eligibility.** Each full-time regular employee shall be eligible for vacation with full pay after six (6) months continuous employment. All vacations shall be scheduled upon prior approval of the Division Manager or General Manager. Introductory and contract employees shall not be entitled to vacation.

B. Accrual Rates

Tier 1 - Employees hired before July 2013

Eligible full-time regular employees shall accrue annual vacation on the following basis:

<u>YEARS OF COMPLETED FULL-TIME ANNUAL VACATION</u>	<u>TIME CONTINUOUS SERVICE</u>	<u>ACCRUAL</u>
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0 - 1 years	10 days per year
1+ year - 5 years	15 days per year
5+ years – 15 years	20 days per year
15+ years	22 days per year

Part-time employees shall accrue annual vacation on a pro-rata basis, based upon the hours actually worked by each employee. No employee shall be permitted to accrue unutilized annual vacation in excess of 60 days (480 hours).

Tier 2 - Employees hired after July 2013

YEARS OF COMPLETED FULL-TIME ANNUAL VACATION

TIME CONTINUOUS SERVICEACCRUAL

1 - 3 years	10 days per year
4 year - 8 years	15 days per year
8+ years	20 days per year

Part-time employees shall accrue annual vacation on a pro-rata basis, based upon the hours actually worked by each employee. No employee shall be permitted to accrue unutilized annual vacation in excess of 45 days (360 hours).

- C. Compensation in Lieu of Vacation. Each regular employee who separates from the District shall be entitled to compensation for all accrued but unutilized vacation, not to exceed the maximum allowed accrual of 60 days (480 hours) for Tier 1 employees and 45 days (360 hours) for Tier 2 employees. Vacation is accrued daily.
- D. Policy on Vacation Usage. Employees are encouraged to utilize their yearly vacation accrual on an annual basis.

ARTICLE 12 SICK LEAVE

Sick leave shall be available to employees for time off associated with sickness, disability or other health issues.

- A. Credits, Accumulation, Compensation. Sick leave with full pay shall be accrued by every regular and introductory employee at the rate of one day per month. Part-time employees shall accrue sick leave at this same rate, pro-rated in proportion to the hours they actually serve, calculated on a daily basis. All unused days of sick leave shall be accumulated. There is no accrual limit for unutilized sick leave. At the time of termination of service, Tier 1 employees, hired prior to July 2013, shall be paid for a maximum of 75 days (600 hours) of accumulated sick leave. Tier 2 employees, hired after July 2013, shall be paid for a maximum of 30 days (240 hours) of accumulated sick leave. Any regular employee, Tier 1 or Tier 2, separated from service with less than one year's longevity as a regular employee shall not be entitled to payment for unused sick leave. An employee whose retirement date is within four months of his or her separation date from the District may choose to convert all or a portion of their unused sick leave to a credit of .004 years of service for each unused day of sick leave.
- B. Charges. Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Employees may charge absences related to Pregnancy Disability Leave or Family Medical Leave against accrued sick leave. When sickness or injury is work-related, the regulations of the California Workers' Compensation Law shall apply. Sick leave shall not be granted to an employee for work-related sickness or injury incurred while employed elsewhere.

- C. Notification and Certification. In order to be granted sick leave for any period of time, employees shall, no later than four hours after the time established for reporting to work, notify their supervisor of their inability to report for work and the reason therefore. When an employee requests credit for more than three (3) consecutive days of sick leave or more than four (4) days of sick leave in any one thirty (30) day period, said employee shall file with his supervisor a certificate from a physician stating the justification for such absence.

ARTICLE 13 OTHER LEAVES

- A. BEREAVEMENT OR CRITICAL FAMILY ILLNESS LEAVE. Up to three (3) days of leave with pay per year may be requested by an employee to attend to the critical illness or the funeral of any member of the immediate family. Members of the immediate family are the mother, father, grandmother, grandfather, grandchild of the employee, the spouse/domestic partner of the employee, step-children, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative or person living in the immediate household of the employee. There shall be no accrual of bereavement leave.
- B. JURY OR WITNESS DUTY. In accordance with the provisions of Government Code Section 1230.1, deductions in the amount paid as witness or jury fees shall be made from the salary of an employee who is subpoenaed or appears as a witness or is called to jury duty.

Employees summoned to jury or witness duty shall receive only their regular salary for a period not exceeding 8 weeks per annum and shall, unless they elect to take vacation or other leave, be excused from their regular duty only to the extent necessary to fulfill their obligations as jurors or witnesses. Except as provided below, no other form of premium or extra compensation shall be paid for any time spent while serving as a witness or juror.

If an employee is subpoenaed as a witness in connection with his/her official duties as a District employee, the time actually spent serving as a witness shall be considered work time.

This section shall not apply to an employee who is a party or an expert witness.

- C. LEAVES OF ABSENCE.
1. Non-disability Leave of Absence. A leave of absence without pay may be granted by the General Manager for a regular employee for a period not to exceed two months. Granting of such leave is dependent upon the needs of the District and is totally discretionary. Requests for such leaves and action thereon will be in written form

- a. The Employee shall, except in extraordinary circumstances, notify the District thirty (30) days before the leave is anticipated to begin.
 - b. When the leave is commenced, the employee will be placed on leave in a non-pay status. Use of sick leave, compensatory time, and/or vacation time and holidays may be requested, so long as these leave banks have been accrued, and their use is approved by the General Manager. Sick leave, vacation and holiday credits cease to accrue once the leave of absence is commenced.
 - c. During any non-disability leave of absence, the District will maintain the employee's medical, dental, vision, life and long-term disability insurance at the employee's expense, subject to the restrictions of the policies. The employee will be placed on leave of absence status with PERS. Employees are responsible for timely payment of the entire premium payment while on leave of absence exceeding one full calendar month and are subject to plan termination in the event such payment is not received by the District.
2. Disability Leave of Absence. Based upon medical evidence of disability and a written request from the employee, any employee shall be entitled to a disability leave of absence for a period of time up to 120 days.
- a. The employee shall, insofar as possible, notify the District 14 days before the leave is anticipated to begin.
 - b. When the leave is commenced, the employee will be placed on disability leave in a non-pay status. Use of sick leave, compensatory time, and/or vacation time and holidays may be requested, so long as these leave banks have been accrued, and their use is approved by the General Manager. Sick leave, vacation and holiday credits will cease to accrue once the leave of absence is commenced.
 - c. During a disability leave of absence, the District will maintain the employee's medical, dental, vision, life and long-term disability insurance at the District's expense, subject to the restrictions of the policies. The employee will be placed on a leave of absence status with PERS.
 - d. Actual duration and scheduling of the disability leave shall be based upon the doctor's certification of disability. The District reserves the right to have a physician of the District's selection verify the disability.

It is possible that non-disability and disability leaves of absence could be utilized sequentially.

For a leave of absence requested by the employee, the employee's position will be held open for that employee during the leave of absence, or if that is not possible, a different but similar position will be made available when the employee returns to work.

Once the approved leave period has lapsed, the employee must return to work or be terminated. Any employee who fails to report for duty as scheduled after a leave of absence shall be considered to have abandoned and constructively resigned his/her position unless the General Manager has granted an extension.

Notwithstanding any other provision of this section, the Board of Directors may, by resolution, make provisions for other leaves of absence without pay.

ARTICLE 14 HOLIDAYS

A. HOLIDAYS.

The District shall be observed the following listed days as legal holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Presidents' Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Veterans Day
Labor Day	

- B. If one of the above listed holidays falls on Sunday, the following Monday shall be the holiday in lieu of the day observed. If one of the above-listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. When the day on which a District holiday is observed on an employee's regularly scheduled day off, during the employee's regularly scheduled vacation, or if the General Manager requests the employee to work on that day, the worker shall be entitled to holiday pay of up to 8 hours. In addition, all actual hours required to be worked on a holiday shall be converted to vacation time at the rate of 1-1/2 times and added to the employee's vacation leave balance.

C. FLOATING HOLIDAYS

Regular full-time and regular part-time employees shall be given two floating holidays ~~each on July 1st of the fiscal year. For new employees, if hired before July 1st, then it will be one holiday hired between July 1st and December 31st, floating holiday will be pro-rated to one day. If hired after January 1st. For new employees hired after December 31st, then no floating holiday will be given until in the next current fiscal year the employee is hired.~~ Floating holidays will be defined as entire days off, with up to 8 hours paid time. Use of floating holidays will be subject to prior approval by the employee's supervisor. They will be granted after consideration of operational needs,

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in the same manner as vacation time. Both floating holidays must be used within the fiscal year that they are issued or they will be lost.

ARTICLE 15 SALARY TABLES

- A. The salary ranges listed in ~~Appendix C~~ Attachment A are hereby established as a basic salary plan. An employee shall be eligible for promotion to the next salary step by the General Manager upon recommendation of the Division Manager following six months satisfactory service in the first step and twelve months satisfactory service in each subsequent step.
- B. For the purposes of promotion eligibility, the determination of satisfactory services shall be a District right as defined within Article 4 of this Memorandum of Understanding. The General Manager may, in his discretion, approve an employee's promotion to any higher salary step at any time in order to make equitable salary adjustments or to compensate capable employees properly.
- C. A Y-rated employee is an employee whose rate of pay has been set above the highest step in the salary range by the Board of Directors.
- D. Salary Survey Recommendation. Annually, preceding the setting of the budget, the General Manager may make a recommendation to the Board of Directors regarding the initiation of a survey of compensation and or classification for the coming year. If such a survey is conducted, it shall be implemented in accordance with the approach described in Appendix B, and the results will be submitted to the Board with implementation recommendations. The information contained in the survey shall be shared with the employee's Union representatives at the same time, and shall be made part of the meet and confer process.
- E. Cost of Living Adjustment.

The Board may grant a cost-of living adjustment to employees on an annual basis to help maintain purchasing power.

Effective July 1, ~~2016~~2019, there shall be a cost of living salary increase of ~~3.03~~3.25%.

Effective ~~July 1, 2020, the first pay period in FY17/18~~FY20/21, there shall be a cost of living a salary increase of ~~23.0%~~23.0% ~~will be implemented.~~

~~Effective July 1, 2021, there shall be a cost of living salary increase of 3.0%~~Effective the first pay period in FY18/19FY21/22, a salary increase of 3.0% will be implemented.

Effective July 1, 2022, there shall be a cost of living salary increase of 3.0%~~Effective the first pay period in FY22/23, a salary increase of 3.0% will be implemented.~~

Effective July 1, 2023, there shall be a cost of living salary increase of 2.75%~~Effective the first pay period in FY23/24, a salary increase of 2.75% will be implemented.~~

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- ~~F. Salary Survey Implementation. The compensation study that has been prepared by the District will be implemented upon the reestablishment and collection of the District's User Fee with all positions that are less than 95% of median receiving a salary adjustment to the level of 95% of median.~~

~~At the time the survey is implemented, the salary ranges/steps will be adjusted for uniformity and will look like the **Attachment B** titled "Salary Chart After Survey Adjustment" which includes the 3.0% COLA. Employees will be placed in the appropriate range and step for their new salary adjusted for the survey. The revised placements are shown in the **Attachment C** titled "Salary Range Adjustments by Position after Salary Survey Adjustment."~~

~~Should the compensation study not be implemented by June 30, 2018, the Union shall have the right to reopen this Memorandum of Understanding.~~

ARTICLE 16 OVERTIME AND OTHER PAID TIMES

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- A. Only FLSA non-exempt employees shall receive pay for overtime.
- B. Overtime work is performed either before or after the normal or assigned work schedule in excess of forty hours per week. Overtime also refers to hours employees are called back to work which fall outside of their regular work schedule. Time spent on District property which is not time spent working, either before or after work, or during the lunch period, shall not be included as overtime worked.
- C. Pay for overtime shall be at the rate of one and one-half times the rate of regular pay for any hours worked beyond 40 straight-time hours actually worked in a week. Additionally, the eight hours paid for holidays shall be included in the computation of the 40 hours required before overtime is paid.
- D. Overtime is reported in quarter hour increments.

- E. Overtime shall be worked only upon the approval of a Division Manager or his/her designee if absent. Approval may be verbal and documented at a later date and shall indicate the time to be worked and the reason for the overtime.
- F. The District work week is Monday through Sunday. Unless otherwise defined, the work period is eight hours each day, to begin at 8 AM and end at 5 PM, Monday through Friday. Each employee is entitled to one hour for lunch between noon and 1 PM. These hours apply to all employees unless the Division Manager approves other arrangements.
- G. The General Manager shall maintain a current classification of employee positions that are exempt and non-exempt under the Fair Labor Standards Act.
- H. The General Manager shall establish for each non-exempt position the designated work period, the designated work hours and the designated rate of pay. All such determinations shall be provided to each employee and shall be filed in the personnel file.
- I. Compensatory Time — Exempt employees will receive compensatory time for any “overtime” worked. Compensated time will be granted on an hour-for-hour basis and must be used by the end of the six-month period in which it was accrued, or it will be lost. The cut-off dates in which to use the compensatory time accrued within a six-month period are June 30th for January 1 – June 30 and December 31st for July 1 – December 31 of each calendar year. At the start of each six-month period, each exempt employee will have a zero balance of compensatory time, unless otherwise approved by the General Manager. The District will not pay cash or otherwise offer compensation for accumulated compensatory time under any circumstance.
- J. Call Back Time – An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of two (2) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins three (3) or more hours after the completion of the work shift.

When such an employee is called back under these conditions within two (2) hours of the beginning of a previous call or an additional call is received while working on an earlier call back, the employee shall not receive an additional two (2) hours credit for the new call back.

When such an employee is called back within the two (2) hours of the beginning of the employee’s next shift, call back credit shall be received only for the hours remaining before the beginning of the employee’s next shift.

K. ~~On-Call Time~~ Pay – An employee ~~in an non-exempt position that requires work in the field (outside of District offices excluding administrative employees), and is required to be available by phone outside of the employee’s regular working hours, shall be compensated at a rate of \$25 per weekday (day of week other than Saturday and Sunday) and \$75 per weekend day.~~

An employee is considered to be “on-call” when designated for duties identified in writing by the ~~Division~~ General Manager or their designee, for a specific period of time.

L. ~~Out of Class Pay~~ – An employee who is required to perform all the duties that is normally performed by a higher paid position shall be paid a salary ~~at~~ that is equivalent to Step 1 of the higher paid position or a 5% premium (whichever is greater) after 10 consecutive business days of working in the higher paid position.

~~An employee is considered to be working “out of class” when designated for duties identified in writing by the General Manager, for a specific period of time.~~

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ARTICLE 17 MILEAGE ALLOWANCE

Any employee of the Monterey Peninsula Water Management District ~~other than the General Manager~~ who is required to operate his/her own or a privately owned automobile for the execution of official duties shall be allowed, reimbursed and paid the rate equivalent to that specified in current IRS guidelines.

ARTICLE 18 TRAVEL EXPENSE

In addition to the mileage allowance provided for, an employee of the Monterey Peninsula Water Management District is entitled to receive reimbursement for his/her actual and necessary expenses for other transportation and for meals, lodging, and incidentals incurred as a result of travel assigned as part of his/her official duties upon prior authorization of the Division Manager and approval of the General Manager.

ARTICLE 19 TRAINING.

The District strongly encourages training and education and shall reimburse tuition fees, cost of study materials, or other incidental training expenses when directly related to the functions of the employee, providing that the employee show proof of attaining a grade of C or better in a graded course or a satisfactory completion in a non-graded course. Tuition reimbursement shall not exceed \$3,000 per year. Approval for such training shall be at the

discretion of the General Manager. The General Manager shall not authorize utilization of normal working hours for long-term schooling without prior Board approval.

ARTICLE 20 DISCIPLINARY ACTIONS

- A. **Disciplinary Actions.** The General Manager, for just cause, may take disciplinary action against any employee in the service of Monterey Peninsula Water Management District, provided that the rules and regulations prescribed herein are followed. Only a regular employee, not on introductory status, who has over six (6) months of continuous service, has the right to appeal pursuant to this section. As used in this section, "Disciplinary Action" shall mean dismissal, suspension, or formal written reprimand. No full or part-time employee serving on an introductory status is entitled to appeal pursuant to this Section 21, or any of its sub-parts.

Cause for discipline may include but is not limited to:

1. Incompetence, inefficiency or dereliction in the performance of the duties of his/her position.
2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to failure to possess required licenses, and failure to pass required tests).
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty or in the care or use of District property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, directors, or the public.
6. Dishonesty.
7. Possession of or drinking of alcoholic beverages on the job or reporting for work while intoxicated.
8. Addiction to the use of narcotics or a restricted substance, possession or use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substances.
9. Personal conduct unbecoming an employee of the District in the course of performing her/his duties. Such conduct is defined as that which would

undermine District goals and objectives and/or the employee's ability to perform the duties of his/her position.

10. Engaging in political activity during assigned hours of employment, including, but not limited to, campaigning on behalf of any candidate for public office, including himself or herself, whether by speaking, soliciting funds or support, distributing handbills, using any District property, equipment or facility for any political purpose during regular duty hours or after duty hours unless the use thereof is by law for such purposes and the employee has obtained prior written authorization from the General Manager or his authorized representative.
 11. Conviction of any crime involving moral turpitude.
 12. Absence without leave for three consecutive days or repeated tardiness.
 13. Abuse of illness leave privileges.
 14. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
 15. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
 16. Willful or persistent violation of the rules and regulations of the District.
 17. Any willful conduct tending to injure the public service.
 18. Abandonment of position or excessive absenteeism.
 19. Physical or mental incapacity.
- B. Notice of Disciplinary Action. Disciplinary actions, except reprimands, shall be taken against an employee having regular status by service upon such employee of a written notice of such action.

The notice of disciplinary action shall include the following:

1. The nature of the disciplinary action;

2. The effective date of the action;
 3. The causes for the action and the material on which it is based, in ordinary concise language with the dates and places thereof, when known;
 4. A statement that the material upon which the action is based is available for inspection; and
 5. A statement as to the right of representation and appeal that shall include a referral to the section of this MOU titled "Grievance Procedure".
- C. Service of a Notice of Disciplinary Action shall be made as provided below, except when emergency or other special circumstances require immediate action:
1. Delivery to the employee, either personally or by United States Postal Service to the current address listed in the employee's personnel file, shall be made no less than five (5) calendar days prior to the effective date of any punitive action against the employee. In emergency situations, the five (5) day prior notice requirement shall not apply to the following disciplinary actions but may be given within a reasonable time after the commencement of such discipline:
 - ~~a.~~ Reprimand.
 - ~~b.~~ a Suspension without pay of five (5) days
 - ~~e.~~ b. —Suspension with pay of twenty (20) days or less.
 2. The notice of disciplinary action is accompanied by the advice that the employee may respond either verbally or in writing to the representative imposing the action prior to its effective date and may be represented in the response.
- D. Reprimand. The General Manager may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be included in the employee's personnel file and the employee shall have the right of rebuttal. The General Manager may correct the reprimand or notice of reprimand at his/her discretion. A written reprimand does not require a notice of disciplinary action.
- E. Suspension Without Pay. Any suspension invoked as a disciplinary action under this section against an employee, whether for one or more periods, shall not exceed fifteen (15) calendar days in any one (1) calendar year; provided, however, that where a suspension is made because of criminal information or indictment filed

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against such employee, the period of suspension may exceed ninety (90) calendar days and continue until, but not after, the dropping of charges or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges, and salary while on such suspension.

- F. Suspension With Pay. Notwithstanding other provisions of this section, an employee may be suspended with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the General Manager that circumstances exist that make the immediate removal of the employee to be in the best interests of the Monterey Peninsula Water Management District, and that the employee cannot be effectively used in his/her job.

Notwithstanding the above provision, the General Manager may suspend an employee at any time for reasons of investigation for disciplinary action. Written notice of such suspension shall be given the suspended employee as soon as possible, but not later than seventy-two (72) hours after such action is taken. Such suspension is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. The General Manager may reinstate any such suspended employee to his/her position for good cause and shall, upon reinstatement, restore his/her rights and privileges with back pay for time lost.

- G. Dismissal. The continued tenure of each employee shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.
- H. Absence Without Leave Termination. An employee who takes an unauthorized leave of three or more days may be deemed to have resigned their position.

ARTICLE 21 GRIEVANCE PROCEDURE

- A. Purpose. The purpose of the grievance procedure is to promote improved employer-employee relations by establishing a procedure for the prompt settlement of certain disputes, herein after defined as grievances.

A grievance shall be defined as a claim by an employee or group of employees of a violation, misinterpretation and misapplication, or improper application of written regulations, resolutions, ordinances, or a memorandum of understanding applicable to the employee. Any appeal of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to this section.

- B. Applicability. Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:
1. The exercising of management rights by Monterey Peninsula Water Management District, as defined in Article 4, District Rights.
 2. Any matter for which a statutory appeal procedure exists;
 3. Complaints relating to Equal Opportunity, Occupational Health and Safety, or Workers Compensation;
 4. The imposition of disciplinary action with respect to an employee on introductory status;
- C. Format. All grievances must be in writing. Grievances must explicitly specify the policy or the particular section of the agreement, rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. An employee is entitled to individual representation at the employee's expense at any step of the grievance procedure.
- D. Processing Grievances.
1. The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances.
 2. In no case shall Monterey Peninsula Water Management District vehicles be used for transportation by employee representatives in connection with the processing of grievances nor will reimbursement be considered for the use of private vehicles.
- E. Grievance Procedure Steps.
1. Informal Discussion.
 - a. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance.
 - b. Every effort shall be made to resolve the grievance at this level.
 2. Formal Written Grievance.

- a. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the General Manager.
- b. Within five (5) working days of receipt of the grievance, the General Manager shall schedule a meeting with the grievant, and the grievant's representative, if she/he so chooses, to discuss the grievance. Within five (5) working days of the grievance meeting, the General Manager shall deliver a written decision to the grievant. Any grievance settled at this step shall be subject to Board review.

3. Appeal to the Board

Board review will only be initiated upon written application. Said written appeal shall be filed with the Clerk to the Board and state the basis of the appeal. Any appeal based upon a disciplinary action shall contain a specific admission or denial of the material allegations contained in the notice of disciplinary action.

At the next regularly scheduled meeting of the Monterey Peninsula Water Management District Board, after the filing of the order and appeal with the said Clerk, the Board shall determine whether it will hear the appeal or appoint a hearing officer for this purpose. If the Board determines to hear the appeal, it will set a time and place for such hearing and provide notice to the appellant. If the Board determines to appoint a hearing officer, the hearing officer shall be mutually agreed upon between the Board's representative and the Union. In the event that the parties cannot mutually agree on a hearing officer, the parties shall request a list from the California State Conciliation and Mediation Service. The Hearing Officer shall then be selected by the parties alternately striking names until one remains. The Hearing Officer shall commence a hearing on the appeal as soon as possible. The appellant and General Manager may appear personally and the appellant may be represented by a Union representative and/or by counsel at the hearing. The hearing shall be public unless the appellant requests a private hearing.

Before the hearing has commenced and during the course of the hearing, the hearing officer shall issue subpoenas "duces tecum" at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the General Manager shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence against him/her. Technical rules relating to evidence and witnesses do not have to apply to such

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hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing, the burden of proof shall be upon the appellant except in matters of discipline where the District is the moving party and therefore has the sole burden of proof.

At the conclusion of the hearing, the Board or the hearing officer shall prepare a summary record of the proceedings and prepare findings, conclusions and decision.

Where the Board has determined that a hearing officer will hear the appeal, the hearing officer shall submit a copy of said record and draft findings, conclusions and decision to the Board.

Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board, the Board shall adopt such recommended findings, conclusion and decision, or shall reject the recommendations of the hearing officer and adopt its own findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the General Manager. The decision of the Board shall be final, and any review of said determination must be commenced within the time set forth in the Code of Civil Procedure, Section 1094.6.

ARTICLE 22 OTHER EMPLOYMENT.

No employee shall engage in any occupational or outside activity which is incompatible with his/her employment.

An employee engaging in any occupation or outside activity for compensation shall inform his or her Supervisor of the time required and the nature of such activity. An employee engaging in any occupation or outside activity which may be incompatible with Monterey Peninsula Water Management District employment or for compensation, who fails to inform his/her supervisor of such occupation or activity, may be subject to disciplinary action up to and including dismissal.

ARTICLE 23 JOB SHARING.

The General Manager may hire two part-time employees to fill a regular full-time position if the Division Manager determines that the duties of the position can be shared.

ARTICLE 24 REDUCTION IN FORCE**A. General.**

From time to time reductions in staff may be necessary. These reductions, (layoffs) occur without prejudice and without fault on the part of any employee. Reductions usually happen as a result of decrease or curtailment in revenues, reorganization of staff, termination of a program or activity, modification or change in service requirements or in the interest of efficiency or economy. Such changes are inevitable given the nature and mission of MPWMD. Alternatives to avoid or limit layoffs will be carefully considered. The Union shall be given at least ten (10) days advance notice before a reduction in force is presented to the Board for action and sixty (60) days advance notice before a reduction in force is implemented. Upon request, the District shall meet with the Union to discuss alternatives to an impending layoff. However, if the District deems layoffs necessary, the parties shall meet and confer over the effects of such layoffs on the employees within the bargaining units. The District retains full authority to determine what measures are most appropriate under the circumstances.

B. Definition

A reduction in force or layoff is an involuntary separation of an employee from a class of position and from District service. Depending on the circumstances, it may be temporary or permanent.

C. Notice

An employee with one or more year's continuous service with the District shall receive as much notice as possible, but in no event shall notice be given less than two weeks before their effective layoff date.

D. Procedures

In the instance where reduction is necessitated by the termination of a program, employees will be laid off as dictated by mission requirements determined by the General Manager in consultation with the Division Manager. The order of layoff will be set by reverse seniority within a job classification within the program office or division. Employees will be placed on a layoff list, within their job classification, according to their category of employment. For purposes of layoff, categories are rank ordered as follows:

1. Limited-Term employees
2. Employees in introductory periods
3. Part-time regular employees
4. Full-time regular employees

An employee's position on the layoff list shall be based on the employee's total continuous service with MPWMD. For this purpose, continuous service includes

employment as a limited-term, temporary, and part-time employee, excluding any break in service.

E. Recall.

If within six months of being laid off it is necessary for the District to increase the work force, laid off employees may be recalled to a vacancy in the last position held with the District or to a comparable position for which she or he is qualified. Such recalls will be according to continuity of employment, i.e., employees with greater continuity of employment e.g., higher in the layoff list, will be recalled from layoff first and placed in available positions, provided they have the necessary skills to perform the required tasks efficiently and are available. Recall notice to employees on layoff will be sent by certified mail to the employee's last known address. An employee must make a written commitment to return to work from layoff within four working days after receipt of notice to return to work and, return to work with the District within 15 days of first notification or lose all recall privileges.

Employees who have been on layoff status longer than six months are not eligible to be recalled, but may apply for advertised employment opportunities and be considered for employment with the District.

Regular employees who are laid off will be notified of advertised vacancies for which their employment records indicate they may be qualified, for 12 months following layoff, if they keep the District advised of their current address and telephone number.

F. Benefits.

Employees who have been laid off are not entitled to benefits. However, they may be eligible for a continuation of some benefits under COBRA and for state unemployment insurance. Information on these topics will be provided by the Human Resource Analyst.

ARTICLE 25 DRUG-FREE WORKPLACE POLICY

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees. It subjects all employees as well as visitors to our facilities and work sites to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently.

In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Any employee violating the policy is subject to discipline, up to and including termination for the first offense.
2. Should an employee be required to take any kind of prescription or nonprescription medication that could affect job performance, the employee is required to report this to his/her supervisor. The supervisor will determine if it is necessary to temporarily place the employee on another work assignment or to take other action as appropriate.
3. Employees have the right to know the dangers of drug abuse in the workplace, the District's policy about it, and what help is available to combat drug problems. The District will provide educational material and conduct training for all employees on this subject. The District also recognizes that substance abuse is treatable and is willing to provide referral assistance to those who want to understand and correct their problem before it impairs their performance and jeopardizes their employment. One source of treatment for drug/alcohol dependency is provided to District employees through their coverage under the District's Employee Assistance Plan.
4. Any employee convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence.
5. The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

ARTICLE 26 VIOLENCE IN THE WORKPLACE POLICY

The Monterey Peninsula Water Management District recognizes the importance of maintaining a safe and violence-free workplace. In that spirit, all weapons are banned from the District. No District employee, customer, or visitor is allowed to carry weapons of any sort on District property or in a District vehicle. All employees are required to immediately report any sightings of weapons or violent behavior on the premises or at their work sites.

It should be noted that a good deal of District business is conducted off of District property. Therefore, employees must be aware of the need to always take safety and security precautions when performing their duties on private property. However, District employees are prohibited from carrying weapons while conducting District business. Any violent behavior directed at District employees, either while they are conducting District business or related to the conduct of District business, should be immediately reported to the General Manager.

ARTICLE 27 WELLNESS PROGRAM

Employees are encouraged to participate in a fitness program. However, participation is voluntary, and employees do it at their own risk. To further encourage the wellness of its employees, the District authorizes employees (upon approval of an employee's supervisor) who participate in aerobic physical exercise (walking, jogging, swimming, etc.) to use up to 30 minutes of regular work time for this purpose.

Exercise is normally done over the lunch hour, with an extension of 30 minutes. This amount of time is intended to allow the exercising employee the opportunity to receive a thorough aerobic workout, and time to return to work refreshed and relieved of stress. A shower is available for employee use. Approval of wellness time will be dependent upon the division workload and coordination with the schedules of co-workers.

ARTICLE 28 SEVERABILITY

If any section, sub-section, paragraph, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being hereby expressly declared that this resolution and each section, sub-section, paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that any one or more sections, sub-sections, paragraphs, sentences, clauses or phrases be declared invalid or unconstitutional.

ARTICLE 29 TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July ~~2016-2019~~ and shall remain in full force and effect without change, addition or amendment through June 30, ~~2019~~2024, and shall be renewed thereafter subject to reopening by either party upon written notice to the other party no ~~more-less~~ than 120 days prior to June 30, ~~2019-2023~~2024 or any June 30 anniversary date thereafter.

 David J. Stoldt
 General Manager
 Monterey Peninsula Water Management District

 Date

 Christopher D. Darker
 Business Manager
 United Public Employees of California
 Local 792

 Date

 Ryan Heron
 Chief Negotiator
 United Public Employees of California
 Local 792

 Date

~~Larry Hampson~~
~~Unit Member Negotiator~~
~~Monterey Peninsula Water Mgt. Dist. Management Unit~~

~~Date~~

 Beverly Chaney
 Unit Member Negotiator
 Monterey Peninsula Water Mgt. Dist. General Unit

 Date

~~Thomas Christensen~~
~~Unit Member Negotiator~~
~~Monterey Peninsula Water Mgt. Dist. General Unit~~

~~Date~~

<u>Kyle Smith</u>	<u>Date</u>
<u>Unit Member Negotiator</u>	
<u>Monterey Peninsula Water Mgt. Dist. General Unit</u>	

APPENDIX A - JOB CLASSIFICATIONS - GENERAL BARGAINING UNIT

Accountant
~~Accounting/Office Specialist~~
~~Assistant Fisheries Biologist~~
 Associate Fisheries Biologist
~~Assistant Hydrologist~~
 Associate Hydrologist
~~Assistant Water Resources Engineer~~
 Community Relations Liaison
 Conservation Analyst
 Conservation Representative I/II
 Conservation Technician I/II
~~Environmental Programs Specialist~~
~~Fisheries Technician~~
 Geographical Information Systems Specialist
 Hydrography Programs Coordinator
 Hydrology Technician
 Information Technology Manager
~~Office Services Supervisor~~
~~Senior Office Specialist I/II~~
~~Accounting/Office Specialist~~
 Project Manager/Public Information Representative
~~Riparian Projects Coordinator~~
~~River Maintenance Specialist~~
~~Resources Maintenance Specialist~~
~~Environmental Program Specialist~~
~~River Maintenance Worker~~
 Senior Fisheries Biologist
~~Senior Hydrogeologist~~
~~Senior Hydrologist~~
~~Senior Office Specialist~~
~~Senior Water Resources Engineer~~
~~Water Resources Engineer~~

APPENDIX B - PERSONNEL COMPENSATION POLICY**A. PURPOSE:**

The purpose of this policy is to detail the Monterey Peninsula Water Management District's (or "District's") policy for setting the compensation for its employees. The District's compensation policy is important since it establishes the framework in which compensation decisions are made. Adoption of this policy by the District shows consensus regarding the District's compensation practices, and the information presented in each of the following areas will assist District staff in managing the plan over time:

1. Compensation Goals and Objectives
2. Criteria for Selection of Labor Market Survey Agencies
3. Use of Private Sector Employers
4. Labor Market Position
5. Point of Comparison
6. Survey Classification Selection
7. Compensation Survey Scope

B. COMPENSATION GOALS AND OBJECTIVES

The District's compensation plan is an important element of its personnel system and should accomplish the following goals and objectives:

1. Ensure that the Monterey Peninsula Water Management District has the ability to attract and retain well-qualified personnel
2. Provide a defensible and technically sound basis for compensating employees
3. Allow flexibility and adaptability for making District-wide compensation decisions based on changing market conditions
4. Recognize the Monterey Peninsula Water Management District's responsibility as a public agency in establishing a pay plan which is consistent with prudent public practices
5. Ensure that the District's compensation practices are competitive and consistent with those of comparable employers

C. CRITERIA FOR SELECTION OF LABOR MARKET SURVEY AGENCIES

The general objective in selecting survey agencies is to define as accurately as possible the District's "labor market." A labor market is generally that group of

agencies with which the District competes in terms of recruiting and retaining personnel. Because of the uniqueness of the Monterey Peninsula Water Management District, the selection of the labor market survey agencies for the District involves the analysis of a variety of (special) factors. In order to select a list of comparable agencies, the following guidelines should be used:

1. Geographic Proximity Since the Monterey Peninsula Water Management District resides within Monterey County, competing area agencies within this county and/or its closest adjacent counties are the primary survey agencies to consider. Ideally, the geographic area should be limited to a region, which contains a sufficient number of comparably sized agencies (these are arguably the District's closest market competitors). Since, in the case of the Monterey Peninsula Water Management District, insufficient comparable water management agencies exist within close geographic proximity, a more extensive regional labor market is necessary.
2. Employer Size While employer size is a consideration, it is more important to find agencies which provide similar services within the geographic region. Since there are not many agencies which fit this initial criterion, size should not be used as a key selection component in Monterey Peninsula Water Management District's case.
3. Nature of Services Provided -Another criterion typically utilized in identifying an organization's labor market is the nature of services provided. This criterion is important for the following reasons:
 - a) Employers who provide similar services are most likely to compete with one another for employees
 - b) These employers are most likely to have comparable jobs
 - c) These employers are most likely to have similar organizational and economic characteristics

This factor requires that the labor market include a significant number of comparable water agencies. This is difficult in the case of the Monterey Peninsula Water Management District, given the water and resource management role of the agency.

4. Cost of Living Differences -To ensure consistency in the cost of living of each survey location, a cost of living index should be used for comparison with the District. This index identifies the percentage difference in cost of living between each survey location and the Monterey Peninsula Water Management District. Any location with a cost of living index greater than 100 has a higher cost of living while indices less than 100 indicate a lower cost of living. Generally, differences of less than five percent are not

statistically significant. The use of a cost of living index minimizes the possibility of significant data skewing.

While it is impossible to find agencies that are exactly comparable to the Monterey Peninsula Water Management District, the agencies selected should provide a representative "picture" of comparable agencies. In order to ensure that a sufficient and valid sample of data is collected, 12 to 15 survey agencies should be used. The agencies used for comparison will be subject to review and revision in future compensation studies.

D. LABOR MARKET POSITION

It is necessary for the District Board of Directors to define the position in the labor market at which the District desires to compete. Considering that the survey agencies represent both a comprehensive and balanced set of employers, it is recommended that all initial analyses be based on the labor market *median*, versus the mean (average) or a percentile rank based statistic, in which a percentage of the data is above or below a specific point. The market median is the most stable statistical measure, in which half of the data is above the median and half the data is below. This statistic is based on the ranking of the data and represents the "middle" of the data set. The median statistic is stable for highly variable data sets and will not be significantly skewed by unusually high or low payers, or the addition of some larger survey agencies. Some key elements for consideration when setting the labor market position include:

1. The District's ability to pay
2. Priority of compensation versus other expenditures
3. Recruitment and retention problems
4. Private sector trends and their priority
5. Quality of staff required

A solid, defensible labor market position relies on a balancing of these factors in order to meet the District's compensation goals and objectives. This compensation policy sets the labor market median as the labor market position for the Monterey Peninsula Water Management District. The District may choose to place certain classes above the market median when characteristics unique to the District's position vs. labor market comparable positions, merit this consideration. For example:

1. Difficulty in recruitment and retention
2. High public contact and/or visibility
3. High level of responsibility and autonomy

E. POINT OF COMPARISON

When comparing District salaries with market agencies, it is important to establish a consistent point of comparison. Since all the agencies used in the market survey utilize pay range structures, a critical analysis is needed to find the salary range “control point.” This is the top step or range maximum for those agencies that use the range maximum as the control point. Control point salaries are used if the agency’s range structure utilizes a mid-point or similar reference point. The range control point is that point in the salary range that:

1. Is used to “anchor” the pay range to the labor market
2. Employees will attain through step increases or other increases based on satisfactory performance (range progression beyond the control point is usually based on superior job performance)

Since the District allows employees to reach the range maximum through usual salary range progression, the range maximum is used as the point of comparison with the market agencies.

F. SURVEY CLASSIFICATION SELECTION

Survey classifications represent a sample of all classifications contained in the District's classification plan and provide a reference point for the extrapolation of salary recommendations for non-survey classes. The criteria utilized in selecting these survey classifications are as follows:

1. Survey classes should have a clear and identifiable relationship to other classes in their occupational group. This assures that they will make good references in relating and establishing salaries for other classes.
2. They should be reasonably well known, and clearly and concisely described.
3. They should be commonly used classes such that counterparts may readily be found in other agencies in order to ensure that sufficient compensation data will be compiled.

These factors ensure that appropriate data can be collected in order to select benchmark classes and to determine appropriate internal salary relationships. Because of the size of the District and the unique characteristics of certain job classes, all job families should be represented in the scope of the survey.

G. COMPENSATION SURVEY SCOPE

A systematic methodology and approach supporting the collection and analysis of labor market survey data will provide the District with the guidelines it needs to update the survey in future years.

In addition to collecting base salary information, total compensation data should also be obtained.

A systematic approach taken to collect the survey data will ensure the accuracy of the labor market data and will also serve to assist the District in maintaining a consistent, fair, and defensible compensation plan over time.

Future classification/compensation surveys will be considered as changes in the labor market become apparent, the District experiences difficulty in recruitment, hiring, or employee retention, or at such other times deemed appropriate by the Board.

ATTACHMENT A – SALARY CHART [PRIOR TO SALARY SURVEY ADJUSTMENT](#)

ATTACHMENT B – SALARY CHART AFTER SALARY SURVEY ADJUSTMENT

ATTACHMENT C — SALARY RANGE ADJUSTMENTS BY POSITION AFTER
SALARY SURVEY ADJUSTMENT

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2019-2020

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.25%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,029.36	3,180.83	3,339.87	3,506.86	3,682.20	44,186.40	
2	3,105.09	3,260.34	3,423.36	3,594.53	3,774.26	45,291.12	
3	3,182.72	3,341.86	3,508.95	3,684.40	3,868.62	46,423.44	
4	3,262.29	3,425.40	3,596.67	3,776.50	3,965.33	47,583.96	
5	3,343.85	3,511.04	3,686.59	3,870.92	4,064.47	48,773.64	
6	3,427.45	3,598.82	3,778.76	3,967.70	4,166.09	49,993.08	
7	3,513.14	3,688.80	3,873.24	4,066.90	4,270.25	51,243.00	
8	3,600.97	3,781.02	3,970.07	4,168.57	4,377.00	52,524.00	Office Specialist I
9	3,690.99	3,875.54	4,069.32	4,272.79	4,486.43	53,837.16	
10	3,783.26	3,972.42	4,171.04	4,379.59	4,598.57	55,182.84	
11	3,877.84	4,071.73	4,275.32	4,489.09	4,713.54	56,562.48	
12	3,974.79	4,173.53	4,382.21	4,601.32	4,831.39	57,976.68	Office Specialist II
13	4,074.16	4,277.87	4,491.76	4,716.35	4,952.17	59,426.04	
14	4,176.01	4,384.81	4,604.05	4,834.25	5,075.96	60,911.52	
15	4,280.41	4,494.43	4,719.15	4,955.11	5,202.87	62,434.44	
16	4,387.42	4,606.79	4,837.13	5,078.99	5,332.94	63,995.28	
17	4,497.11	4,721.97	4,958.07	5,205.97	5,466.27	65,595.24	
18	4,609.54	4,840.02	5,082.02	5,336.12	5,602.93	67,235.16	
19	4,724.78	4,961.02	5,209.07	5,469.52	5,743.00	68,916.00	Office Svcs. Sup./Acctg. Ofc. Spec.
20	4,842.90	5,085.05	5,339.30	5,606.27	5,886.58	70,638.96	
21	4,963.97	5,212.17	5,472.78	5,746.42	6,033.74	72,404.88	Res. Maint. Spec.
22	5,088.07	5,342.47	5,609.59	5,890.07	6,184.57	74,214.84	Env. Prog. Spec./Hyd. Tech.
23	5,215.27	5,476.03	5,749.83	6,037.32	6,339.19	76,070.28	
24	5,345.65	5,612.93	5,893.58	6,188.26	6,497.67	77,972.04	
25	5,479.29	5,753.25	6,040.91	6,342.96	6,660.11	79,921.32	
26	5,616.27	5,897.08	6,191.93	6,501.53	6,826.61	81,919.32	Exec. Asst./Cons. Rep. I
27	5,756.68	6,044.51	6,346.74	6,664.08	6,997.28	83,967.36	
28	5,900.60	6,195.63	6,505.41	6,830.68	7,172.21	86,066.52	GIS Specialist
29	6,048.12	6,350.53	6,668.06	7,001.46	7,351.53	88,218.36	Accountant/Cons. Technician
30	6,199.32	6,509.29	6,834.75	7,176.49	7,535.31	90,423.72	
31	6,354.30	6,672.02	7,005.62	7,355.90	7,723.70	92,684.40	HR Analyst
32	6,513.16	6,838.82	7,180.76	7,539.80	7,916.79	95,001.48	Cons. Rep. II
33	6,675.99	7,009.79	7,360.28	7,728.29	8,114.70	97,376.40	Assoc. Fisheries Biologist
34	6,842.89	7,185.03	7,544.28	7,921.49	8,317.56	99,810.72	
35	7,013.96	7,364.66	7,732.89	8,119.53	8,525.51	102,306.12	Cons. Analyst
36	7,189.31	7,548.78	7,926.22	8,322.53	8,738.66	104,863.92	
37	7,369.04	7,737.49	8,124.36	8,530.58	8,957.11	107,485.32	Assoc. Hydrologist
38	7,553.27	7,930.93	8,327.48	8,743.85	9,181.04	110,172.48	Hydrography Proj. Cord.
39	7,742.10	8,129.21	8,535.67	8,962.45	9,410.57	112,926.84	
40	7,935.65	8,332.43	8,749.05	9,186.50	9,645.83	115,749.96	
41	8,134.04	8,540.74	8,967.78	9,416.17	9,886.98	118,643.76	
42	8,337.39	8,754.26	9,191.97	9,651.57	10,134.15	121,609.80	WR Engineer
43	8,545.82	8,973.11	9,421.77	9,892.86	10,387.50	124,650.00	IT Mgr/Snr. Fisheries Biologist
44	8,759.47	9,197.44	9,657.31	10,140.18	10,647.19	127,766.28	
45	8,978.46	9,427.38	9,898.75	10,393.69	10,913.37	130,960.44	
46	9,202.92	9,663.07	10,146.22	10,653.53	11,186.21	134,234.52	
47	9,432.99	9,904.64	10,399.87	10,919.86	11,465.85	137,590.20	ERD Mgr
48	9,668.81	10,152.25	10,659.86	11,192.85	11,752.49	141,029.88	WDD Mgr
49	9,910.53	10,406.06	10,926.36	11,472.68	12,046.31	144,555.72	Snr. Hydrogeologist
50	10,158.29	10,666.20	11,199.51	11,759.49	12,347.46	148,169.52	
51	10,412.25	10,932.86	11,479.50	12,053.48	12,656.15	151,873.80	
52	10,672.56	11,206.19	11,766.50	12,354.83	12,972.57	155,670.84	
53	10,939.37	11,486.34	12,060.66	12,663.69	13,296.87	159,562.44	WRD Mgr
54	11,212.85	11,773.49	12,362.16	12,980.27	13,629.28	163,551.36	
55	11,493.17	12,067.83	12,671.22	13,304.78	13,970.02	167,640.24	ASD Mgr
56	11,780.50	12,369.53	12,988.01	13,637.41	14,319.28	171,831.36	
57	12,075.01	12,678.76	13,312.70	13,978.34	14,677.26	176,127.12	
58	12,376.89	12,995.73	13,645.52	14,327.80	15,044.19	180,530.28	
59	12,686.31	13,320.63	13,986.66	14,685.99	15,420.29	185,043.48	
60	13,003.47	13,653.64	14,336.32	15,053.14	15,805.80	189,669.60	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2020-2021

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,120.24	3,276.25	3,440.06	3,612.06	3,792.66	45,511.92	
2	3,198.25	3,358.16	3,526.07	3,702.37	3,887.49	46,649.88	
3	3,278.21	3,442.12	3,614.23	3,794.94	3,984.69	47,816.28	
4	3,360.17	3,528.18	3,704.59	3,889.82	4,084.31	49,011.72	
5	3,444.17	3,616.38	3,797.20	3,987.06	4,186.41	50,236.92	
6	3,530.27	3,706.78	3,892.12	4,086.73	4,291.07	51,492.84	
7	3,618.53	3,799.46	3,989.43	4,188.90	4,398.35	52,780.20	
8	3,708.99	3,894.44	4,089.16	4,293.62	4,508.30	54,099.60	Office Specialist I
9	3,801.71	3,991.80	4,191.39	4,400.96	4,621.01	55,452.12	
10	3,896.75	4,091.59	4,296.17	4,510.98	4,736.53	56,838.36	
11	3,994.17	4,193.88	4,403.57	4,623.75	4,854.94	58,259.28	
12	4,094.02	4,298.72	4,513.66	4,739.34	4,976.31	59,715.72	Office Specialist II
13	4,196.37	4,406.19	4,626.50	4,857.83	5,100.72	61,208.64	
14	4,301.28	4,516.34	4,742.16	4,979.27	5,228.23	62,738.76	
15	4,408.81	4,629.25	4,860.71	5,103.75	5,358.94	64,307.28	
16	4,519.03	4,744.98	4,982.23	5,231.34	5,492.91	65,914.92	
17	4,632.01	4,863.61	5,106.79	5,362.13	5,630.24	67,562.88	
18	4,747.81	4,985.20	5,234.46	5,496.18	5,770.99	69,251.88	
19	4,866.51	5,109.84	5,365.33	5,633.60	5,915.28	70,983.36	Office Svcs. Sup./Acctg. Ofc. Spec.
20	4,988.17	5,237.58	5,499.46	5,774.43	6,063.15	72,757.80	
21	5,112.87	5,368.51	5,636.94	5,918.79	6,214.73	74,576.76	Res. Maint. Spec.
22	5,240.69	5,502.72	5,777.86	6,066.75	6,370.09	76,441.08	Env. Prog. Spec./Hyd. Tech.
23	5,371.71	5,640.30	5,922.32	6,218.44	6,529.36	78,352.32	
24	5,506.00	5,781.30	6,070.37	6,373.89	6,692.58	80,310.96	
25	5,643.65	5,925.83	6,222.12	6,533.23	6,859.89	82,318.68	
26	5,784.74	6,073.98	6,377.68	6,696.56	7,031.39	84,376.68	Exec. Asst./Cons. Rep. I
27	5,929.36	6,225.83	6,537.12	6,863.98	7,207.18	86,486.16	
28	6,077.59	6,381.47	6,700.54	7,035.57	7,387.35	88,648.20	GIS Specialist
29	6,229.53	6,541.01	6,868.06	7,211.46	7,572.03	90,864.36	Accountant/Cons. Technician
30	6,385.27	6,704.53	7,039.76	7,391.75	7,761.34	93,136.08	
31	6,544.90	6,872.15	7,215.76	7,576.55	7,955.38	95,464.56	HR Analyst
32	6,708.52	7,043.95	7,396.15	7,765.96	8,154.26	97,851.12	Cons. Rep. II
33	6,876.23	7,220.04	7,581.04	7,960.09	8,358.09	100,297.08	Assoc. Fisheries Biologist
34	7,048.14	7,400.55	7,770.58	8,159.11	8,567.07	102,804.84	
35	7,224.34	7,585.56	7,964.84	8,363.08	8,781.23	105,374.76	Cons. Analyst
36	7,404.95	7,775.20	8,163.96	8,572.16	9,000.77	108,009.24	
37	7,590.07	7,969.57	8,368.05	8,786.45	9,225.77	110,709.24	Assoc. Hydrologist
38	7,779.82	8,168.81	8,577.25	9,006.11	9,456.42	113,477.04	Hydrography Proj. Cord.
39	7,974.32	8,373.04	8,791.69	9,231.27	9,692.83	116,313.96	
40	8,173.68	8,582.36	9,011.48	9,462.05	9,935.15	119,221.80	
41	8,378.02	8,796.92	9,236.77	9,698.61	10,183.54	122,202.48	
42	8,587.47	9,016.84	9,467.68	9,941.06	10,438.11	125,257.32	WR Engineer
43	8,802.16	9,242.27	9,704.38	10,189.60	10,699.08	128,388.96	IT Mgr/Snr. Fisheries Biologist
44	9,022.21	9,473.32	9,946.99	10,444.34	10,966.56	131,598.72	
45	9,247.77	9,710.16	10,195.67	10,705.45	11,240.72	134,888.64	
46	9,478.96	9,952.91	10,450.56	10,973.09	11,521.74	138,260.88	
47	9,715.93	10,201.73	10,711.82	11,247.41	11,809.78	141,717.36	ERD Mgr
48	9,958.83	10,456.77	10,979.61	11,528.59	12,105.02	145,260.24	WDD Mgr
49	10,207.80	10,718.19	11,254.10	11,816.81	12,407.65	148,891.80	Snr. Hydrogeologist
50	10,463.00	10,986.15	11,535.46	12,112.23	12,717.84	152,614.08	
51	10,724.58	11,260.81	11,823.85	12,415.04	13,035.79	156,429.48	
52	10,992.69	11,542.32	12,119.44	12,725.41	13,361.68	160,340.16	
53	11,267.51	11,830.89	12,422.43	13,043.55	13,695.73	164,348.76	WRD Mgr
54	11,549.20	12,126.66	12,732.99	13,369.64	14,038.12	168,457.44	
55	11,837.93	12,429.83	13,051.32	13,703.89	14,389.08	172,668.96	ASD Mgr
56	12,133.88	12,740.57	13,377.60	14,046.48	14,748.80	176,985.60	
57	12,437.23	13,059.09	13,712.04	14,397.64	15,117.52	181,410.24	
58	12,748.16	13,385.57	14,054.85	14,757.59	15,495.47	185,945.64	
59	13,066.86	13,720.20	14,406.21	15,126.52	15,882.85	190,594.20	
60	13,393.53	14,063.21	14,766.37	15,504.69	16,279.92	195,359.04	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2021-2022

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,213.85	3,374.54	3,543.27	3,720.43	3,906.45	46,877.40	
2	3,294.20	3,458.91	3,631.86	3,813.45	4,004.12	48,049.44	
3	3,376.56	3,545.39	3,722.66	3,908.79	4,104.23	49,250.76	
4	3,460.97	3,634.02	3,815.72	4,006.51	4,206.84	50,482.08	
5	3,547.49	3,724.86	3,911.10	4,106.66	4,311.99	51,743.88	
6	3,636.18	3,817.99	4,008.89	4,209.33	4,419.80	53,037.60	
7	3,727.08	3,913.43	4,109.10	4,314.56	4,530.29	54,363.48	
8	3,820.26	4,011.27	4,211.83	4,422.42	4,643.54	55,722.48	Office Specialist I
9	3,915.77	4,111.56	4,317.14	4,533.00	4,759.65	57,115.80	
10	4,013.66	4,214.34	4,425.06	4,646.31	4,878.63	58,543.56	
11	4,114.00	4,319.70	4,535.69	4,762.47	5,000.59	60,007.08	
12	4,216.85	4,427.69	4,649.07	4,881.52	5,125.60	61,507.20	Office Specialist II
13	4,322.27	4,538.38	4,765.30	5,003.57	5,253.75	63,045.00	
14	4,430.33	4,651.85	4,884.44	5,128.66	5,385.09	64,621.08	
15	4,541.09	4,768.14	5,006.55	5,256.88	5,519.72	66,236.64	
16	4,654.62	4,887.35	5,131.72	5,388.31	5,657.73	67,892.76	
17	4,770.99	5,009.54	5,260.02	5,523.02	5,799.17	69,590.04	
18	4,890.26	5,134.77	5,391.51	5,661.09	5,944.14	71,329.68	
19	5,012.52	5,263.15	5,526.31	5,802.63	6,092.76	73,113.12	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,137.83	5,394.72	5,664.46	5,947.68	6,245.06	74,940.72	
21	5,266.28	5,529.59	5,806.07	6,096.37	6,401.19	76,814.28	Res. Maint. Spec.
22	5,397.94	5,667.84	5,951.23	6,248.79	6,561.23	78,734.76	Env. Prog. Spec./Hyd. Tech.
23	5,532.89	5,809.53	6,100.01	6,405.01	6,725.26	80,703.12	
24	5,671.21	5,954.77	6,252.51	6,565.14	6,893.40	82,720.80	
25	5,812.99	6,103.64	6,408.82	6,729.26	7,065.72	84,788.64	
26	5,958.31	6,256.23	6,569.04	6,897.49	7,242.36	86,908.32	Exec. Asst./Cons. Rep. I
27	6,107.27	6,412.63	6,733.26	7,069.92	7,423.42	89,081.04	
28	6,259.95	6,572.95	6,901.60	7,246.68	7,609.01	91,308.12	GIS Specialist
29	6,416.45	6,737.27	7,074.13	7,427.84	7,799.23	93,590.76	Accountant/Cons. Technician
30	6,576.86	6,905.70	7,250.99	7,613.54	7,994.22	95,930.64	
31	6,741.28	7,078.34	7,432.26	7,803.87	8,194.06	98,328.72	HR Analyst
32	6,909.81	7,255.30	7,618.07	7,998.97	8,398.92	100,787.04	Cons. Rep. II
33	7,082.56	7,436.69	7,808.52	8,198.95	8,608.90	103,306.80	Assoc. Fisheries Biologist
34	7,259.62	7,622.60	8,003.73	8,403.92	8,824.12	105,889.44	
35	7,441.11	7,813.17	8,203.83	8,614.02	9,044.72	108,536.64	Cons. Analyst
36	7,627.14	8,008.50	8,408.93	8,829.38	9,270.85	111,250.20	
37	7,817.82	8,208.71	8,619.15	9,050.11	9,502.62	114,031.44	Assoc. Hydrologist
38	8,013.27	8,413.93	8,834.63	9,276.36	9,740.18	116,882.16	Hydrography Proj. Cord.
39	8,213.60	8,624.28	9,055.49	9,508.26	9,983.67	119,804.04	
40	8,418.94	8,839.89	9,281.88	9,745.97	10,233.27	122,799.24	
41	8,629.41	9,060.88	9,513.92	9,989.62	10,489.10	125,869.20	
42	8,845.15	9,287.41	9,751.78	10,239.37	10,751.34	129,016.08	WR Engineer
43	9,066.28	9,519.59	9,995.57	10,495.35	11,020.12	132,241.44	IT Mgr/Snr. Fisheries Biologist
44	9,292.94	9,757.59	10,245.47	10,757.74	11,295.63	135,547.56	
45	9,525.26	10,001.52	10,501.60	11,026.68	11,578.01	138,936.12	
46	9,763.39	10,251.56	10,764.14	11,302.35	11,867.47	142,409.64	
47	10,007.47	10,507.84	11,033.23	11,584.89	12,164.13	145,969.56	ERD Mgr
48	10,257.66	10,770.54	11,309.07	11,874.52	12,468.25	149,619.00	WDD Mgr
49	10,514.10	11,039.81	11,591.80	12,171.39	12,779.96	153,359.52	Snr. Hydrogeologist
50	10,776.95	11,315.80	11,881.59	12,475.67	13,099.45	157,193.40	
51	11,046.37	11,598.69	12,178.62	12,787.55	13,426.93	161,123.16	
52	11,322.53	11,888.66	12,483.09	13,107.24	13,762.60	165,151.20	
53	11,605.59	12,185.87	12,795.16	13,434.92	14,106.67	169,280.04	WRD Mgr
54	11,895.73	12,490.52	13,115.05	13,770.80	14,459.34	173,512.08	
55	12,193.12	12,802.78	13,442.92	14,115.07	14,820.82	177,849.84	ASD Mgr
56	12,497.95	13,122.85	13,778.99	14,467.94	15,191.34	182,296.08	
57	12,810.40	13,450.92	14,123.47	14,829.64	15,571.12	186,853.44	
58	13,130.66	13,787.19	14,476.55	15,200.38	15,960.40	191,524.80	
59	13,458.93	14,131.88	14,838.47	15,580.39	16,359.41	196,312.92	
60	13,795.40	14,485.17	15,209.43	15,969.90	16,768.40	201,220.80	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2022-2023

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,310.27	3,475.78	3,649.57	3,832.05	4,023.65	48,283.80	
2	3,393.03	3,562.68	3,740.81	3,927.85	4,124.24	49,490.88	
3	3,477.86	3,651.75	3,834.34	4,026.06	4,227.36	50,728.32	
4	3,564.81	3,743.05	3,930.20	4,126.71	4,333.05	51,996.60	
5	3,653.93	3,836.63	4,028.46	4,229.88	4,441.37	53,296.44	
6	3,745.28	3,932.54	4,129.17	4,335.63	4,552.41	54,628.92	
7	3,838.91	4,030.86	4,232.40	4,444.02	4,666.22	55,994.64	
8	3,934.88	4,131.62	4,338.20	4,555.11	4,782.87	57,394.44	Office Specialist I
9	4,033.25	4,234.91	4,446.66	4,668.99	4,902.44	58,829.28	
10	4,134.08	4,340.78	4,557.82	4,785.71	5,025.00	60,300.00	
11	4,237.43	4,449.30	4,671.77	4,905.36	5,150.63	61,807.56	
12	4,343.37	4,560.54	4,788.57	5,028.00	5,279.40	63,352.80	Office Specialist II
13	4,451.95	4,674.55	4,908.28	5,153.69	5,411.37	64,936.44	
14	4,563.25	4,791.41	5,030.98	5,282.53	5,546.66	66,559.92	
15	4,677.33	4,911.20	5,156.76	5,414.60	5,685.33	68,223.96	
16	4,794.26	5,033.97	5,285.67	5,549.95	5,827.45	69,929.40	
17	4,914.12	5,159.83	5,417.82	5,688.71	5,973.15	71,677.80	
18	5,036.97	5,288.82	5,553.26	5,830.92	6,122.47	73,469.64	
19	5,162.89	5,421.03	5,692.08	5,976.68	6,275.51	75,306.12	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,291.96	5,556.56	5,834.39	6,126.11	6,432.42	77,189.04	
21	5,424.26	5,695.47	5,980.24	6,279.25	6,593.21	79,118.52	Res. Maint. Spec.
22	5,559.87	5,837.86	6,129.75	6,436.24	6,758.05	81,096.60	Env. Prog. Spec./Hyd. Tech.
23	5,698.87	5,983.81	6,283.00	6,597.15	6,927.01	83,124.12	
24	5,841.34	6,133.41	6,440.08	6,762.08	7,100.18	85,202.16	
25	5,987.37	6,286.74	6,601.08	6,931.13	7,277.69	87,332.28	
26	6,137.05	6,443.90	6,766.10	7,104.41	7,459.63	89,515.56	Exec. Asst./Cons. Rep. I
27	6,290.48	6,605.00	6,935.25	7,282.01	7,646.11	91,753.32	
28	6,447.74	6,770.13	7,108.64	7,464.07	7,837.27	94,047.24	GIS Specialist
29	6,608.93	6,939.38	7,286.35	7,650.67	8,033.20	96,398.40	Accountant/Cons. Technician
30	6,774.15	7,112.86	7,468.50	7,841.93	8,234.03	98,808.36	
31	6,943.50	7,290.68	7,655.21	8,037.97	8,439.87	101,278.44	HR Analyst
32	7,117.09	7,472.94	7,846.59	8,238.92	8,650.87	103,810.44	Cons. Rep. II
33	7,295.02	7,659.77	8,042.76	8,444.90	8,867.15	106,405.80	Assoc. Fisheries Biologist
34	7,477.40	7,851.27	8,243.83	8,656.02	9,088.82	109,065.84	
35	7,664.34	8,047.56	8,449.94	8,872.44	9,316.06	111,792.72	Cons. Analyst
36	7,855.95	8,248.75	8,661.19	9,094.25	9,548.96	114,587.52	
37	8,052.35	8,454.97	8,877.72	9,321.61	9,787.69	117,452.28	Assoc. Hydrologist
38	8,253.66	8,666.34	9,099.66	9,554.64	10,032.37	120,388.44	Hydrography Proj. Cord.
39	8,460.00	8,883.00	9,327.15	9,793.51	10,283.19	123,398.28	
40	8,671.50	9,105.08	9,560.33	10,038.35	10,540.27	126,483.24	
41	8,888.29	9,332.70	9,799.34	10,289.31	10,803.78	129,645.36	
42	9,110.50	9,566.03	10,044.33	10,546.55	11,073.88	132,886.56	WR Engineer
43	9,338.26	9,805.17	10,295.43	10,810.20	11,350.71	136,208.52	IT Mgr/Snr. Fisheries Biologist
44	9,571.72	10,050.31	10,552.83	11,080.47	11,634.49	139,613.88	
45	9,811.01	10,301.56	10,816.64	11,357.47	11,925.34	143,104.08	
46	10,056.29	10,559.10	11,087.06	11,641.41	12,223.48	146,681.76	
47	10,307.70	10,823.09	11,364.24	11,932.45	12,529.07	150,348.84	ERD Mgr
48	10,565.39	11,093.66	11,648.34	12,230.76	12,842.30	154,107.60	WDD Mgr
49	10,829.52	11,371.00	11,939.55	12,536.53	13,163.36	157,960.32	Snr. Hydrogeologist
50	11,100.26	11,655.27	12,238.03	12,849.93	13,492.43	161,909.16	
51	11,377.77	11,946.66	12,543.99	13,171.19	13,829.75	165,957.00	
52	11,662.21	12,245.32	12,857.59	13,500.47	14,175.49	170,105.88	
53	11,953.77	12,551.46	13,179.03	13,837.98	14,529.88	174,358.56	WRD Mgr
54	12,252.61	12,865.24	13,508.50	14,183.93	14,893.13	178,717.56	
55	12,558.93	13,186.88	13,846.22	14,538.53	15,265.46	183,185.52	ASD Mgr
56	12,872.90	13,516.55	14,192.38	14,902.00	15,647.10	187,765.20	
57	13,194.72	13,854.46	14,547.18	15,274.54	16,038.27	192,459.24	
58	13,524.59	14,200.82	14,910.86	15,656.40	16,439.22	197,270.64	
59	13,862.70	14,555.84	15,283.63	16,047.81	16,850.20	202,202.40	
60	14,209.27	14,919.73	15,665.72	16,449.01	17,271.46	207,257.52	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2023-2024

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	2.75%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,401.30	3,571.37	3,749.94	3,937.44	4,134.31	49,611.72	
2	3,486.33	3,660.65	3,843.68	4,035.86	4,237.65	50,851.80	
3	3,573.49	3,752.16	3,939.77	4,136.76	4,343.60	52,123.20	
4	3,662.83	3,845.97	4,038.27	4,240.18	4,452.19	53,426.28	
5	3,754.40	3,942.12	4,139.23	4,346.19	4,563.50	54,762.00	
6	3,848.26	4,040.67	4,242.70	4,454.84	4,677.58	56,130.96	
7	3,944.47	4,141.69	4,348.77	4,566.21	4,794.52	57,534.24	
8	4,043.08	4,245.23	4,457.49	4,680.36	4,914.38	58,972.56	Office Specialist I
9	4,144.16	4,351.37	4,568.94	4,797.39	5,037.26	60,447.12	
10	4,247.76	4,460.15	4,683.16	4,917.32	5,163.19	61,958.28	
11	4,353.95	4,571.65	4,800.23	5,040.24	5,292.25	63,507.00	
12	4,462.80	4,685.94	4,920.24	5,166.25	5,424.56	65,094.72	Office Specialist II
13	4,574.37	4,803.09	5,043.24	5,295.40	5,560.17	66,722.04	
14	4,688.73	4,923.17	5,169.33	5,427.80	5,699.19	68,390.28	
15	4,805.95	5,046.25	5,298.56	5,563.49	5,841.66	70,099.92	
16	4,926.10	5,172.41	5,431.03	5,702.58	5,987.71	71,852.52	
17	5,049.25	5,301.71	5,566.80	5,845.14	6,137.40	73,648.80	
18	5,175.48	5,434.25	5,705.96	5,991.26	6,290.82	75,489.84	
19	5,304.87	5,570.11	5,848.62	6,141.05	6,448.10	77,377.20	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,437.49	5,709.36	5,994.83	6,294.57	6,609.30	79,311.60	
21	5,573.43	5,852.10	6,144.71	6,451.95	6,774.55	81,294.60	Res. Maint. Spec.
22	5,712.77	5,998.41	6,298.33	6,613.25	6,943.91	83,326.92	Env. Prog. Spec./Hyd. Tech.
23	5,855.59	6,148.37	6,455.79	6,778.58	7,117.51	85,410.12	
24	6,001.98	6,302.08	6,617.18	6,948.04	7,295.44	87,545.28	
25	6,152.03	6,459.63	6,782.61	7,121.74	7,477.83	89,733.96	
26	6,305.83	6,621.12	6,952.18	7,299.79	7,664.78	91,977.36	Exec. Asst./Cons. Rep. I
27	6,463.48	6,786.65	7,125.98	7,482.28	7,856.39	94,276.68	
28	6,625.07	6,956.32	7,304.14	7,669.35	8,052.82	96,633.84	GIS Specialist
29	6,790.70	7,130.24	7,486.75	7,861.09	8,254.14	99,049.68	Accountant/Cons. Technician
30	6,960.47	7,308.49	7,673.91	8,057.61	8,460.49	101,525.88	
31	7,134.48	7,491.20	7,865.76	8,259.05	8,672.00	104,064.00	HR Analyst
32	7,312.84	7,678.48	8,062.40	8,465.52	8,888.80	106,665.60	Cons. Rep. II
33	7,495.66	7,870.44	8,263.96	8,677.16	9,111.02	109,332.24	Assoc. Fisheries Biologist
34	7,683.05	8,067.20	8,470.56	8,894.09	9,338.79	112,065.48	
35	7,875.13	8,268.89	8,682.33	9,116.45	9,572.27	114,867.24	Cons. Analyst
36	8,072.01	8,475.61	8,899.39	9,344.36	9,811.58	117,738.96	
37	8,273.81	8,687.50	9,121.88	9,577.97	10,056.87	120,682.44	Assoc. Hydrologist
38	8,480.66	8,904.69	9,349.92	9,817.42	10,308.29	123,699.48	Hydrography Proj. Cord.
39	8,692.68	9,127.31	9,583.68	10,062.86	10,566.00	126,792.00	
40	8,910.00	9,355.50	9,823.28	10,314.44	10,830.16	129,961.92	
41	9,132.75	9,589.39	10,068.86	10,572.30	11,100.92	133,211.04	
42	9,361.07	9,829.12	10,320.58	10,836.61	11,378.44	136,541.28	WR Engineer
43	9,595.10	10,074.86	10,578.60	11,107.53	11,662.91	139,954.92	IT Mgr/Snr. Fisheries Biologist
44	9,834.98	10,326.73	10,843.07	11,385.22	11,954.48	143,453.76	
45	10,080.85	10,584.89	11,114.13	11,669.84	12,253.33	147,039.96	
46	10,332.87	10,849.51	11,391.99	11,961.59	12,559.67	150,716.04	
47	10,591.19	11,120.75	11,676.79	12,260.63	12,873.66	154,483.92	ERD Mgr
48	10,855.97	11,398.77	11,968.71	12,567.15	13,195.51	158,346.12	WDD Mgr
49	11,127.37	11,683.74	12,267.93	12,881.33	13,525.40	162,304.80	Snr. Hydrogeologist
50	11,405.55	11,975.83	12,574.62	13,203.35	13,863.52	166,362.24	
51	11,690.69	12,275.22	12,888.98	13,533.43	14,210.10	170,521.20	
52	11,982.96	12,582.11	13,211.22	13,871.78	14,565.37	174,784.44	
53	12,282.53	12,896.66	13,541.49	14,218.56	14,929.49	179,153.88	WRD Mgr
54	12,589.59	13,219.07	13,880.02	14,574.02	15,302.72	183,632.64	
55	12,904.33	13,549.55	14,227.03	14,938.38	15,685.30	188,223.60	ASD Mgr
56	13,226.94	13,888.29	14,582.70	15,311.84	16,077.43	192,929.16	
57	13,557.61	14,235.49	14,947.26	15,694.62	16,479.35	197,752.20	
58	13,896.55	14,591.38	15,320.95	16,087.00	16,891.35	202,696.20	
59	14,243.96	14,956.16	15,703.97	16,489.17	17,313.63	207,763.56	
60	14,600.06	15,330.06	16,096.56	16,901.39	17,746.46	212,957.52	

ITEM: CONSENT CALENDAR**7. CONSIDER ADOPTION OF MEMORANDUM OF UNDERSTANDING WITH
THE MANAGEMENT STAFF BARGAINING UNIT**

Meeting Date:	August 19, 2019	Budgeted:	No
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Salary & Benefits
Prepared By:	Suresh Prasad	Cost Estimate:	\$16,000 for FY 2019- 2020

General Counsel Review: N/A**Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California
Environmental Quality Act Guidelines Section 15378.**

SUMMARY: The Management Staff Bargaining Unit, represented by United Public Employees of California, Local 792/Laborers' International Union of North America, and the Board's negotiating representatives have agreed to terms for a new 5-year Memorandum of Understanding (MOU), attached as **Exhibit 7-A**. This agreement achieves the District goals of remaining cost conscious while also being fair and reasonable to employees.

RECOMMENDATION: The General Manager recommends that the Board adopt the Management Staff Memorandum of Agreement as it appears in **Exhibit 7-A**.

BACKGROUND: New bargaining points incorporated into the agreement, as a result of this year's negotiations, are as follows:

Term

5 year contract

Salary Adjustment

- Effective July 1, 2019, there will be a cost-of-living salary increase of 3.25%.
- Effective July 1, 2020, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2021, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2022, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2023, there will be a cost-of-living salary increase of 2.75%.

Appendix A - The Job Classifications have been updated.**Attachment A** – The updated salary chart for the next 5 years are attached.

EXHIBIT**7-A** Memorandum of Understanding between the Monterey Peninsula Water Management District and the Management Staff Bargaining Unit

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
AND
THE MANAGEMENT STAFF BARGAINING UNIT,
REPRESENTED BY
UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 / LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA

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This Memorandum of Understanding (M.O.U) sets forth the agreement between the representatives of UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 (hereinafter referred to as "Union") and the representatives of the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT (hereinafter referred to as "District") on all matters concerning wages, hours, working conditions and other terms of employment for employees within the MANAGEMENT STAFF BARGAINING UNIT.

The District and Union have met and conferred in good faith and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. This agreement supersedes all prior District Personnel Policies that pertained to members of this bargaining unit, where such matters have been specifically addressed. In the event of a conflict between this contract and any policy, memorandum or directive, either written or verbal, this contract shall prevail.

ARTICLE 1 RECOGNITION

Pursuant to the Meyers-Milias-Brown Act and the District's Employer-Employee Relations Resolution, the Union, affiliated with UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792, is hereby recognized as the exclusively recognized employee organization for the Management Staff Bargaining Unit employees. Classifications in the bargaining unit are listed in Appendix A. Pursuant to language in the MOU, this list can be amended from time to time.

ARTICLE 2 NON-DISCRIMINATION

The District and the Union will cooperate in pursuing a policy of equal employment and equal promotional opportunity for all employees. There shall be no employment discrimination because of a person's political or Union affiliation or belief, non-affiliation or non-belief. There will be no coercion, intimidation, or discrimination against any employee for exercising her/his right to form, join and participate in the activities of the Union.

ARTICLE 3 UNION SECURITY

- A. Payroll Deduction – The District will make available payroll deductions for Union members for both regular Union dues and other fees, as applicable, and remit these funds monthly to the Union by separate check. These deductions are subject to the following conditions:
 - 1) Deductions shall be withheld only if the employee so authorizes in writing on the form provided by the Union and approved by the District.
- B. Memorandum of Understanding Distribution – The District will distribute to all Unit members a copy of the signed Memorandum of Understanding. When a person is

hired in any classification covered by this Memorandum of Understanding, the District shall notify the person that the Union is the recognized employee organization. The District will provide that person with a copy of the current MOU.

- C. Union Notification – The Union shall be given at least ten (10) working days advance written notice prior to adopting any rule, resolution, regulation, or action affecting working conditions within the scope of representation and shall be given the opportunity to meet and confer with the District representative prior to its adoption by the District Board of Directors.
- D. Bulletin Boards – The Union shall be provided a bulletin board in the employee break room. The Union agrees that notices posted on the bulletin board shall not contain anything that may be construed as maligning and/or derogatory to the District or its representatives. The Union shall be responsible for maintaining the bulletin board in a professional manner. The Union shall be responsible for placement of and removal of outdated material. However, the District shall retain the right to remove maligning, derogatory, or inappropriate, or outdated material.
- E. Time Off for Union Officials – During the term of this agreement, two employees from the unit shall be allowed a reasonable amount of paid release time off for “meet and confer” or “meet and consult” sessions scheduled with the District’s designated representatives, providing there is no disruption of work. The Union shall notify the General Manager in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations.

The Union may request, and the District may grant, time off without loss of pay to Union representatives to assist the District in the formulation of policies and procedures mutually beneficial to the District and the Union. However, such time off shall be at the discretion of the General Manager.

- F. Union Stewards – The Union shall be authorized to designate two employees within the unit as stewards and must furnish a list of these stewards to the General Manager within five working days after appointment or election. One steward at a time shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward’s area of representation in the filing or processing of grievances or disciplinary appeals, as long as there is no interruption of work in the employee’s division. Stewards must first obtain permission through appropriate supervisory channels before leaving their work or work location for such purposes. There shall be no discrimination, intimidation or coercion of any steward exercising his/her rights under the grievance procedure.
- G. Visits by authorized Union Representatives – Access to District work locations and the use of District paid time, facilities, equipment and other resources by the employee organizations and those representing them shall be limited to activities pertaining to the employer-employee relationship. Reasonable access to employee work locations shall be granted to representatives of recognized employee

organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation.

- H.. Meeting Time – Employees of the District shall be permitted to meet on their own time on District premises at least two hours per month.

ARTICLE 4 DISTRICT RIGHTS

- A. Except as modified by this Memorandum of Understanding, the District reserves, retains and is vested with, solely and exclusively, all rights of the District which are not expressly abridged by law to manage the District. The District also recognizes that employee contributions to the decision making process is valuable. The District agrees to encourage employee input on matters within the scope of representation. The sole and exclusive rights of the District shall include, but not be limited to, the following:

- To manage the District generally and to determine all issues of policy;
- To determine the nature, manner, means and technology, and extent of services to be provided to the public;
- To determine and/or change the facility, methods, technological means, size and composition of the workforce by which District operations are to be conducted;
- To assign work to and schedule employees in accordance with requirements as determined by the District, and to establish and change work schedules, vacation schedules, and assignments upon reasonable notice and in accordance with these Rules and memoranda of understanding;
- To relieve employees from duties for lack of work, funds, or similar non-disciplinary reasons;
- To determine and modify productivity and performance programs and standards;
- To discharge, suspend, demote or otherwise discipline non-probationary employees for just cause;
- To determine job classifications and to reclassify employees in accordance with these Rules and applicable resolutions and ordinances of the District;
- To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with these Rules and applicable ordinances and resolutions of the District;
- To determine and administer policies, procedures and standards for selection, training and promotion of employees in accordance with these rules and applicable resolutions and ordinances of the District.

- To establish employee performance standards including, but not limited to qualification and quantity standards, and to required compliance therewith;
 - To determine satisfactory and unsatisfactory job performance levels, and evaluate employees based upon these criteria;
 - To take any and all necessary action to carry out the functions of the District in emergencies.
- B. Before submission of a recommendation to contract out any function traditionally performed by unit employees which would result in a reduction of the work force, the Union will be offered the opportunity to examine the proposal for at least thirty (30) days prior to Board action, whenever possible and to submit recommendations. If requested, the District will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs.

ARTICLE 5 PERSONNEL ACTIONS

- A. A District list of all current job descriptions shall be available for review by employees and Union representatives. An employee may obtain a copy of any job descriptions from the Human Resources Analyst.

Upon appointment, each new employee shall be provided with a copy of the employee's job description. Further, an employee shall be given a copy of the amended job description as changes occur.

Job Descriptions shall be explicit as to the level of skills, knowledge, and ability required to perform the work. Specific detail of the work required will be used wherever reasonable and the work required shall be within the realm of that normally performed within the scope of the job classification.

- B. The District shall offer to meet and confer with the Union regarding the impacts of an appropriate reclassification whenever the District intends to classify, reclassify, create, modify, and or abolish classes existing in the bargaining unit. If an employee believes that he or she has been assigned duties that do not reasonably relate to the classification to which the employee is assigned, the Union may request and the District shall grant, an opportunity to meet and consult with the parties involved regarding such assignment. If the employee wishes to request that an individual reclassification analysis be performed on his or her position, the following procedure shall be followed:
- 1) If an employee believes that he or she has been assigned duties that do not reasonably relate to the classification to which the employee is assigned, the employee can state his or her concerns to his or her Division Manager. The employee may also direct his or her concerns directly to the Union.

- 2) The General Manager will consider all such requests after receiving written input from the employees' Division Manager and/or Supervisor regarding the employee's assertions.
 - 3) The General Manager will evaluate the information received and determine if a reclassification analysis is justified.
 - 4) If the General Manager determines that a reclassification analysis is to be performed, he will assign that task to the Human Resources Analyst.
 - 5) Reclassification requests will be handled in the order received.
 - 6) Reclassification analyses will be performed as soon as possible within the context of the Human Resources Analyst's work assignments.
 - 7) The results of reclassification analyses will be evaluated by the General Manager, who will make a decision on whether he accepts the findings.
 - 8) The General Manager will advise the Division Manager and the Union of his decision on reclassification.
 - 9) If the General Manager supports reclassification of a position, a request for reclassification and modification of the Organization Chart will be included on the next open Board Meeting agenda.
 - 10) Reclassification will be effective on the 1st day of the month following Board approval.
- C. There shall be only one official personnel file that shall be maintained at the District's Human Resources Office. An employee shall have the right to review her/his personnel file or authorize in writing the review by a representative. No material will be inserted into the employee's personnel file without prior notice and a copy given to the employee. An employee may place in her/his personnel file a written response to adverse material inserted into the file in lieu of filing a formal grievance regarding the subject of the adverse material. In addition, an employee may place any letters of commendation received from the public or certificates of educational achievement in his/her personnel file.
- D. A written performance evaluation is intended to be a documented summary of the work performance of the employee and to encourage ongoing communication between the supervisor/rater and the employee. An evaluation is not to be used for discipline in and of itself.
- E. An employee shall have the right to review and respond in writing to any evaluation she/he considers derogatory, or otherwise inaccurate, within ten (10) days of receipt of a copy of the evaluation.

- F. Step increases recommended as a result of a delayed performance evaluation shall be effective retroactively on the first day of the month following the employee's anniversary date.
- G. An employee who voluntarily terminates her/his service with the District may receive an end-of-job performance evaluation if requested in advance by the employee.
- H. The parties agree that the District and its representatives and employees shall treat each other with mutual respect, dignity, courtesy, and trust in all work related matters. It is the intent of this Agreement to establish such a harmonious and constructive relationship among the parties.

ARTICLE 6 CATEGORIES OF EMPLOYEES

- A. The following definitions shall apply to this Memorandum:

- 1. Full-time Regular Employee: An employee of the District occupying a regular position who is employed 40 hours per week and who is not serving under a written contract or in an introductory status.
- 2. Part-time Regular Employee: An employee of the District who is not a full-time regular employee, who is employed less than 40 hours per week and who is not serving under a written contract or in an introductory status.
- 3. Introductory Employee: An employee of the District who is serving in the minimum six (6) month working test period required before the appointment as a full-time regular employee is completed, during which the terms of the extended introductory period must be satisfied. In the case of a part-time employee, the introductory period shall also be a minimum six (6) month period before the appointment as a part-time regular employee is completed. An employee on introductory status may be terminated without cause.
- 4. Limited-Term Employee: An employee of the District who is not a regular employee, and who is hired for a project that is estimated to require 1,000 hours or less in a fiscal year. (July 1- June 30). If a project requires more than the originally estimated time, the limited-Term employee may be extended for additional 1,000-hour periods with Board approval. Any Limited-Term employee can be terminated without cause and shall not be entitled to employee rights or benefits specified in Article 7 with the exception of eligibility for PERS retirement benefits if the total worked in a fiscal year exceeds 1,000 hours.
- 5. Volunteer: A person who is not a paid employee who participates in any District activity by providing their labor and services to the District free of

charge. Use of volunteers on District projects must be approved by both the Division Manager and Risk Manager for liability and workers' compensation purposes. (Resolution No. 96-03 outlines the Board's authorization and governs of the use of volunteers.)

6. Exempt Employee: An employee of the District that is not subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

B. Employment Status is described as follows:

1. Introductory Status: The introductory period shall be used by the General Manager for the evaluation of any new employee, and for the termination of any introductory employee whose performance, work, or behavior does not meet the required standards of the Monterey Peninsula Water Management District. Each appointment, re-employment, or transfer to a regular position shall be subject to an introductory period of six (6) months for full-time and part-time positions. This introductory period is the final phase of the examination and qualification process before the appointment as a regular employee is completed.

The introductory period shall date from the time of initial employment in a position and shall not include time served as a limited-term employee nor any period of continued leave of absence without pay exceeding thirty (30) days.

The General Manager may extend the introductory period of an employee for a period not to exceed six (6) months upon furnishing the employee with a statement of the reasons for such extension and the required standards that must be met in order for the employee to successfully complete the introductory period.

2. Regular Status: Regular status is afforded all qualified employees of the District, other than employees who are on probation or are contract employees.
3. Limited-term Status: A limited-term employee is one hired for the purpose of filling short-term employment vacancies, vacation, sick leave, military leave, leaves of absence, and/or to meet other short-term business demands of the District. Limited-term employment may be terminated at the will of the General Manager or the employee.
4. Part-time Status: A part-time employee is an employee who works less than full-time and does not occupy a regular full-time position.

ARTICLE 7 ELIGIBILITY FOR EMPLOYEE BENEFITS

- A. Regular Employees: Regular employees are entitled to vacation, sick leave, leaves of absence without pay, and other benefits set forth in this section and as authorized by the District.
- B. Introductory Employees: Introductory employees shall accrue vacation and sick leave credit but shall not be entitled to use vacation credit until successful completion of the introductory period. However, any vacation time accrued by working on a District holiday may be used prior to the end of the probation period.
- C. Limited-term Employees: Limited-term employees shall not be entitled to any of the benefits set forth in this section, with the exception of those Limited-term employees who have been extended by Board approval for more than 1,000 hours of employment in a fiscal year, who will then become eligible for PERS retirement benefits.
- D. Part-time Employees: Part-time employees shall accrue pro-rata vacation and sick leave credit based upon the hours actually worked by each employee, but shall not be entitled to use accrued vacation hours until successful completion of the introductory period.

ARTICLE 8 OPTIONAL BENEFITS

- A. A deferred compensation plan (IRS Section 457) is available to all regular employees. Deferred compensation is an IRS-approved method of saving for retirement which includes deferring federal and state income taxes. Current District policy permits an employee to start, stop, increase, decrease, or change investment funds as often as he or she wishes without fees or penalties. The District does not contribute to the deferred compensation plan except as may be required by an individual employment contract.
- B. ~~A Section 125 Flexible Benefits Plan is provided. This plan provides the opportunity to participate in an Unreimbursed Medical Expenses Plan and a Dependent care Expense Reimbursement Plan on a pre-tax basis. Participants may contribute up to \$2,550 per year (subject to change per Internal Revenue Service). The District does not contribute to the Section 125 Flexible Benefits Plan.~~ A Section 125 Flexible Benefits Plan is provided. This plan provides the opportunity to participate in a flexible spending arrangements (FSA) Plan on a pre-tax basis. Participants may contribute up to the maximum limit established by the Internal Revenue Service (subject to change per Internal Revenue Service). The District does not contribute to the Section 125 Flexible Benefits Plan.

- C. Supplemental insurance coverage is also available through AFLAC Insurance. Employees pay premiums for this coverage.

ARTICLE 9 RETIREMENT BENEFITS

District employees are covered by the California Public Employees Retirement System (PERS) under two tiers.

Tier 1 - Employees hired before January 2013 or considered Classic Members by CalPERS

Tier 1 employees are covered by the PERS 2% at 55 formula. The District also provides them with the PERS Employer Paid Member Contribution (EPMC) under Government Code section 20636, section (C)(4), pursuant to Government Code section 20691, by including the value of the EPMC in salary reported to PERS as compensation. Tier 1 employees have the one-year final compensation benefit for calculating their retirement annuity.

~~Tier 1 employees contribute towards the District's total normal cost by making contributions of 3% to both the EPMC and the Employer Contribution. Effective July 1, 2018, an additional 2% for a total of 5% of each Tier 1 employee's salary will also be applied to the Employer Contribution portion of the PERS premium. However, the percentage of contributions paid by the employee in each year of the contract shall in no circumstance be more than 50 percent of the total normal cost up to a maximum contribution of 8% of the employee's salary.~~

Tier 1 employees contribute towards the District's total normal cost by making contributions of 5% towards the Employer Contribution portion of the PERS premium and 3% towards the EPMC portion of the PERS premium. However, the percentage of contributions paid by the employee in each year of the contract shall in no circumstance be more than 50 percent of the total normal cost up to a maximum contribution of 8% of the employee's salary.

Tier 2 - Employees hired after January 2013 and those employees not considered Classic Members by CalPERS - Subject to AB 340, the "California Public Employee's Pension Reform Act" (PEPRA).

Tier 2 employees are covered by the PERS 2% at 62 formula with no PERS EPMC. Tier 2 employees must contribute 50% of the total normal cost rate for PERS to a maximum of 8% of their salary. ~~The District's total normal cost for new members in 2013 is 12.5%.~~ The total normal cost rate is subject to change over time, as it will be impacted by risk pool demographics and the actuarial assumptions used in retirement benefit funding. The three-year final compensation period is used to calculate a Tier 2 employee's retirement annuity. Annual pensionable compensation that can be used to calculate final compensation is capped. ~~The 2013 cap for District employees is \$136,440. The cap is subject to change per the rules of CalPERS.~~

Tiers 1 and 2

The District shall provide the PERS 1959 Survivor Benefit, Fourth Level, at no cost to the employee.

In accordance with the California Public Employee's Pension Reform Act", if a public employee is convicted of a felony arising from the performance of public duties, or connected with obtaining salary or other benefits for public service, the employee forfeits the portion of his or her pension accruing after the crime.

ARTICLE 10 HEALTH AND WELFARE BENEFITS

Medical, dental, vision, life insurance, short-term disability insurance, long-term disability insurance, and an employee assistance plan shall be provided for all regular employees, introductory employees, and their eligible dependents. Medical insurance will also be provided to eligible retirees and their eligible dependents, as stated in Article 10, Section ~~BC~~. The terms and conditions of enrollment and the benefits provided under all health plans are subject to the plan documents and practices, which are controlling.

A. Premium Payment: During the term of this agreement the District shall pay the below designated amounts towards employee benefits. Should employees be required to make any premium payment, such payments shall be made by payroll deduction.

1. Life, Survivor, LTD & EAP: The District shall pay 100% of premiums for life insurance, survivor benefit, long-term disability insurance, and the employee assistance plan premiums for all regular and introductory employees.
2. SDI: The District shall pay 50% of the premium for short-term disability insurance. Employees will be required to pay the other 50% of that premium.
3. Employee Health Insurance

Effective January 1, 2014, employees have been enrolled in the Laborers Northern California Trust Special Plan.

Effective 07/01/2016 ~~2019~~: The District will pay the higher of ~~\$1055.45~~ **\$1,149.50** per month or 95% of the then-current premiums for all eligible employees and their dependents.

B. Retiree Medical Premiums

The District contribution towards retiree medical premiums will be available only to those retirees and their dependents or survivors who meet the eligibility criteria established by the District and/or the medical care provider.

Retirees may be enrolled in the plan of their choice or in effect for members of the bargaining unit from which they retired if they meet that plan's eligibility requirements. Retirees who are ineligible, due to a change in the medical plan for active employees, may enroll in an alternate health plan and be reimbursed for their premiums, according to the vesting schedules described below.

Retirees eligible for Medicare must enroll in a Medicare supplemental plan. To be eligible for paid retiree medical from the District, the retiree must not be entitled to receive equivalent health care through current or prior employment or the military. Reimbursement for the Medicare Part B costs shall be available from any unused portion of the retiree medical premium.

Vesting Schedule:

Tier 1 - Employees hired before July 2013

- a. Less than 15 years of District service: The District will reimburse retirees up to \$540 per month for retiree medical premiums paid to its medical plan provider.
- b. 15 or more years of District service: The District will reimburse retirees up to ~~\$1449.00~~1,255.45 per month, as of July 1, ~~2019~~2016, for retiree medical premiums paid to its medical plan provider. The District reimbursement will increase by 3% effective July 1st of each successive calendar year.

Tier 2 - Employees hired after July 2013

The District will contribute up to \$540 per month for reimbursement of retiree medical premiums.

Retirees in Tier 1 & Tier 2 must submit evidence of medical insurance payment each month to receive reimbursement from the District. Retirees have up to three (3) months to submit requests for retiree medical insurance reimbursement.

Tiers 1 and 2

Survivor Premiums

For a period of one year, the District shall continue to provide and pay for medical coverage for the surviving dependent(s) of an employee or retiree whose death occurs when the dependent(s) are receiving medical benefits from the District.

ARTICLE 11 VACATION

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- A. Eligibility. Each full-time regular employee shall be eligible for vacation with full pay after six (6) months continuous employment. All vacations shall be scheduled upon prior approval of the Division Manager or General Manager. Introductory and contract employees shall not be entitled to vacation.

B. Accrual Rates

Tier 1 - Employees hired before July 2013

Eligible full-time regular employees shall accrue annual vacation on the following basis:

YEARS OF COMPLETED FULL-TIME ANNUAL VACATION
TIME CONTINUOUS SERVICE ACCRUAL

0 - 1 years	10 days per year
1+ year - 5 years	15 days per year
5+ years – 15 years	20 days per year
15+ years	22 days per year

Part-time employees shall accrue annual vacation on a pro-rata basis, based upon the hours actually worked by each employee. No employee shall be permitted to accrue unutilized annual vacation in excess of 60 days (480 hours).

Tier 2 - Employees hired after July 2013

YEARS OF COMPLETED FULL-TIME ANNUAL VACATION
TIME CONTINUOUS SERVICE ACCRUAL

1 - 3 years	10 days per year
4 year - 8 years	15 days per year
8+ years	20 days per year

Part-time employees shall accrue annual vacation on a pro-rata basis, based upon the hours actually worked by each employee. No employee shall be permitted to accrue unutilized annual vacation in excess of 45 days (360 hours).

- C. Compensation in Lieu of Vacation. Each regular employee who separates from the District shall be entitled to compensation for all accrued but unutilized vacation, not to exceed the maximum allowed accrual of 60 days (480 hours) for Tier 1 employees and 45 days (360 hours) for Tier 2 employees. Vacation is accrued daily.
- D. Policy on Vacation Usage. Employees are encouraged to utilize their yearly vacation accrual on an annual basis.
- E. Management Leave. In addition to vacation accrual pursuant to the preceding paragraphs of this section, each unit employee shall also be granted six (6) days of management leave each fiscal year. This leave may be taken only in the year in which it is granted, and no accrual or carry-over of unused management leave shall be allowed. No payment for unutilized management leave shall be allowed.

ARTICLE 12 SICK LEAVE

Sick leave shall be available to employees for time off associated with sickness, disability or other health issues.

- A. Credits, Accumulation, Compensation. Sick leave with full pay shall be accrued by every regular and introductory employee at the rate of one day per month. Part-time employees shall accrue sick leave at this same rate, pro-rated in proportion to the hours they actually serve, calculated on a daily basis. All unused days of sick leave shall be accumulated. There is no accrual limit for unutilized sick leave. At the time of termination of service, Tier 1 employees, hired prior to July 2013, shall be paid for a maximum of 75 days (600 hours) of accumulated sick leave. Tier 2 employees, hired after July 2013, shall be paid for a maximum of 30 days (240 hours) of accumulated sick leave. Any regular employee, Tier 1 or Tier 2, separated from service with less than one year's longevity as a regular employee shall not be entitled to payment for unused sick leave. An employee whose retirement date is within four months of his or her separation date from the District may choose to convert all or a portion of their unused sick leave to a credit of .004 years of service for each unused day of sick leave.
- B. Charges. Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Employees may charge absences related to Pregnancy Disability Leave or Family Medical Leave against accrued sick leave. When sickness or injury is work-related, the regulations of the California Workers' Compensation Law shall apply. Sick leave shall not be granted to an employee for work-related sickness or injury incurred while employed elsewhere.
- C. Notification and Certification. In order to be granted sick leave for any period of time, employees shall, no later than four hours after the time established for reporting to work, notify their supervisor of their inability to report for work and the reason therefore. When an employee requests credit for more than three (3) consecutive days of sick leave or more than four (4) days of sick leave in any one thirty (30) day period, said employee shall file with his supervisor a certificate from a physician stating the justification for such absence.

ARTICLE 13 OTHER LEAVES

- A. BEREAVEMENT OR CRITICAL FAMILY ILLNESS LEAVE. Up to three (3) days of leave with pay per year may be requested by an employee to attend to the critical illness or the funeral of any member of the immediate family. Members of the immediate family are the mother, father, grandmother, grandfather, grandchild of the employee, the spouse/domestic partner of the employee, step-children, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative or person living in the immediate household of the employee. There shall be no accrual of bereavement leave.
- B. JURY OR WITNESS DUTY. In accordance with the provisions of Government Code Section 1230.1, deductions in the amount paid as witness or jury fees shall be made from the salary of an employee who is subpoenaed or appears as a witness or is called to jury duty.

Employees summoned to jury or witness duty shall receive only their regular salary for a period not exceeding 8 weeks per annum and shall, unless they elect to take vacation or other leave, be excused from their regular duty only to the extent necessary to fulfill their obligations as jurors or witnesses. Except as provided below, no other form of premium or extra compensation shall be paid for any time spent while serving as a witness or juror.

If an employee is subpoenaed as a witness in connection with his/her official duties as a District employee, the time actually spent serving as a witness shall be considered work time.

This section shall not apply to an employee who is a party or an expert witness.

C. LEAVES OF ABSENCE.

1. Non-disability Leave of Absence. A leave of absence without pay may be granted by the General Manager for a regular employee for a period not to exceed two months. Granting of such leave is dependent upon the needs of the District and is totally discretionary. Requests for such leaves and action thereon will be in written form
 - a. The Employee shall, except in extraordinary circumstances, notify the District thirty (30) days before the leave is anticipated to begin.
 - b. When the leave is commenced, the employee will be placed on leave in a non-pay status. Use of sick leave, compensatory time, and/or vacation time and holidays may be requested, so long as these leave banks have been accrued, and their use is approved by the General Manager. Sick leave, vacation and holiday credits cease to accrue once the leave of absence is commenced.
 - c. During any non-disability leave of absence, the District will maintain the employee's medical, dental, vision, life and long-term disability insurance at the employee's expense, subject to the restrictions of the policies. The employee will be placed on leave of absence status with PERS. Employees are responsible for timely payment of the entire premium payment while on leave of absence exceeding one full calendar month and are subject to plan termination in the event such payment is not received by the District.
2. Disability Leave of Absence. Based upon medical evidence of disability and a written request from the employee, any employee shall be entitled to a disability leave of absence for a period of time up to 120 days.
 - a. The employee shall, insofar as possible, notify the District 14 days before the leave is anticipated to begin.

- b. When the leave is commenced, the employee will be placed on disability leave in a non-pay status. Use of sick leave, compensatory time, and/or vacation time and holidays may be requested, so long as these leave banks have been accrued, and their use is approved by the General Manager. Sick leave, vacation and holiday credits will cease to accrue once the leave of absence is commenced.
- c. During a disability leave of absence, the District will maintain the employee's medical, dental, vision, life and long-term disability insurance at the District's expense, subject to the restrictions of the policies. The employee will be placed on a leave of absence status with PERS.
- d. Actual duration and scheduling of the disability leave shall be based upon the doctor's certification of disability. The District reserves the right to have a physician of the District's selection verify the disability.

It is possible that non-disability and disability leaves of absence could be utilized sequentially.

For a leave of absence requested by the employee, the employee's position will be held open for that employee during the leave of absence, or if that is not possible, a different but similar position will be made available when the employee returns to work.

Once the approved leave period has lapsed, the employee must return to work or be terminated. Any employee who fails to report for duty as scheduled after a leave of absence shall be considered to have abandoned and constructively resigned his/her position unless the General Manager has granted an extension.

Notwithstanding any other provision of this section, the Board of Directors may, by resolution, make provisions for other leaves of absence without pay.

ARTICLE 14 HOLIDAYS

A. HOLIDAYS.

The District shall be observed the following listed days as legal holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Presidents' Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Veterans Day
Labor Day	

- B. If one of the above listed holidays falls on Sunday, the following Monday shall be the holiday in lieu of the day observed. If one of the above-listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. When the day on which a District holiday is observed on an employee's regularly scheduled day off, during the employee's regularly scheduled vacation, or if the General Manager requests the employee to work on that day, the worker shall be entitled to holiday pay of up to 8 hours. In addition, all actual hours required to be worked on a holiday shall be converted to vacation time at the rate of 1-1/2 times and added to the employee's vacation leave balance.

C. FLOATING HOLIDAYS

Regular full-time and regular part-time employees shall be given two floating holidays ~~each fiscal year on July 1st of the fiscal year. For new employees hired between July 1st and December 31st, floating holiday will be pro-rated to one day. For new employees hired after December 31st, then no floating holiday will be given in the current fiscal year the employee is hired.~~ Floating holidays will be defined as entire days off, with up to 8 hours paid time. Use of floating holidays will be subject to prior approval by the employee's supervisor. They will be granted after consideration of operational needs, in the same manner as vacation time. Both floating holidays must be used within the fiscal year that they are issued or they will be lost.

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ARTICLE 15 SALARY TABLES

- A. The salary ranges listed in ~~Appendix C~~ Attachment A are hereby established as a basic salary plan. An employee shall be eligible for promotion to the next salary step by the General Manager upon recommendation of the Division Manager following six months satisfactory service in the first step and twelve months satisfactory service in each subsequent step.
- B. For the purposes of promotion eligibility, the determination of satisfactory services shall be a District right as defined within Article 4 of this Memorandum of Understanding. The General Manager may, in his discretion, approve an employee's promotion to any higher salary step at any time in order to make equitable salary adjustments or to compensate capable employees properly.
- C. A Y-rated employee is an employee whose rate of pay has been set above the highest step in the salary range by the Board of Directors.
- D. Salary Survey Recommendation. Annually, preceding the setting of the budget, the General Manager may make a recommendation to the Board of Directors regarding the initiation of a survey of compensation and or classification for the coming year. If

such a survey is conducted, it shall be implemented in accordance with the approach described in Appendix B, and the results will be submitted to the Board with implementation recommendations. The information contained in the survey shall be shared with the employee's Union representatives at the same time, and shall be made part of the meet and confer process.

E. Cost of Living Adjustment.

The Board may grant a cost-of living adjustment to employees on an annual basis to help maintain purchasing power.

~~Effective July 1, 2016, there shall be a cost of living salary increase of 3.0%.~~

~~Effective the first pay period in FY17/18, a salary increase of 2.0% will be implemented.~~

~~Effective the first pay period in FY18/19, a salary increase of 3.0% will be implemented.~~

Effective July 1, 2019, there shall be a cost of living salary increase of 3.25%.

Effective July 1, 2020, there shall be a cost of living salary increase of 3.0%.

Effective July 1, 2021, there shall be a cost of living salary increase of 3.0%.

Effective July 1, 2022, there shall be a cost of living salary increase of 3.0%.

Effective July 1, 2023, there shall be a cost of living salary increase of 2.75%.

~~F. Salary Survey Implementation. The compensation study that has been prepared by the District will be implemented upon the reestablishment and collection of the District's User Fee with all positions that are less than 95% of median receiving a salary adjustment to the level of 95% of median.~~

~~At the time the survey is implemented, the salary ranges/steps will be adjusted for uniformity and will look like the **Attachment B** titled "Salary Chart After Survey Adjustment" which includes the 3.0% COLA. Employees will be placed in the appropriate range and step for their new salary adjusted for the survey. The revised placements are shown in the **Attachment C** titled "Salary Range Adjustments by Position after Salary Survey Adjustment."~~

~~Should the compensation study not be implemented by June 30, 2018, the Union shall have the right to reopen this Memorandum of Understanding.~~

ARTICLE 16 OVERTIME

The District work week is Monday through Sunday. Management Unit employees are not eligible for overtime or compensatory time.

ARTICLE 17 MILEAGE ALLOWANCE

Any employee of the Monterey Peninsula Water Management District ~~other than the General Manager~~ who is required to operate his/her own or a privately owned automobile for the execution of official duties shall be allowed, reimbursed and paid the rate equivalent to that specified in current IRS guidelines.

ARTICLE 18 TRAVEL EXPENSE

In addition to the mileage allowance provided for, an employee of the Monterey Peninsula Water Management District is entitled to receive reimbursement for his/her actual and necessary expenses for other transportation and for meals, lodging, and incidentals incurred as a result of travel assigned as part of his/her official duties upon approval of the General Manager.

ARTICLE 19 TRAINING.

The District strongly encourages training and education and shall reimburse tuition fees, cost of study materials, or other incidental training expenses when directly related to the functions of the employee, providing that the employee show proof of attaining a grade of C or better in a graded course or a satisfactory completion in a non-graded course. Tuition reimbursement shall not exceed \$3,000 per year. Approval for such training shall be at the discretion of the General Manager. The General Manager shall not authorize utilization of normal working hours for long-term schooling without prior Board approval.

ARTICLE 20 DISCIPLINARY ACTIONS

- A. Disciplinary Actions. The General Manager, for just cause, may take disciplinary action against any employee in the service of Monterey Peninsula Water Management District, provided that the rules and regulations prescribed herein are followed. Only a regular employee, not on introductory status, who has over six (6) months of continuous service, has the right to appeal pursuant to this section. As used in this section, "Disciplinary Action" shall mean dismissal, suspension, or formal written reprimand. No full or part-time employee serving on an

introductory status is entitled to appeal pursuant to this Section 21, or any of its sub-parts.

Cause for discipline may include but is not limited to:

1. Incompetence, inefficiency or dereliction in the performance of the duties of his/her position.
2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to failure to possess required licenses, and failure to pass required tests).
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty or in the care or use of District property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, directors, or the public.
6. Dishonesty.
7. Possession of or drinking of alcoholic beverages on the job or reporting for work while intoxicated.
8. Addiction to the use of narcotics or a restricted substance, possession or use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substances.
9. Personal conduct unbecoming an employee of the District in the course of performing her/his duties. Such conduct is defined as that which would undermine District goals and objectives and/or the employee's ability to perform the duties of his/her position.
10. Engaging in political activity during assigned hours of employment, including, but not limited to, campaigning on behalf of any candidate for public office, including himself or herself, whether by speaking, soliciting funds or support, distributing handbills, using any District property, equipment or facility for any political purpose during regular duty hours or after duty hours unless the use thereof is by law for such purposes and the employee has obtained prior written authorization from the General Manager or his authorized representative.

11. Conviction of any crime involving moral turpitude.
12. Absence without leave for three consecutive days or repeated tardiness.
13. Abuse of illness leave privileges.
14. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
15. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
16. Willful or persistent violation of the rules and regulations of the District.
17. Any willful conduct tending to injure the public service.
18. Abandonment of position or excessive absenteeism.
19. Physical or mental incapacity.

- B. Notice of Disciplinary Action. Disciplinary actions, except reprimands, shall be taken against an employee having regular status by service upon such employee of a written notice of such action.

The notice of disciplinary action shall include the following:

1. The nature of the disciplinary action;
2. The effective date of the action;
3. The causes for the action and the material on which it is based, in ordinary concise language with the dates and places thereof, when known;
4. A statement that the material upon which the action is based is available for inspection; and
5. A statement as to the right of representation and appeal that shall include a referral to the section of this MOU titled "Grievance Procedure".

- C. Service of a Notice of Disciplinary Action shall be made as provided below, except when emergency or other special circumstances require immediate action:
1. Delivery to the employee, either personally or by United States Postal Service to the current address listed in the employee's personnel file, shall be made no less than five (5) calendar days prior to the effective date of any punitive action against the employee. In emergency situations, the five (5) day prior notice requirement shall not apply to the following disciplinary actions but may be given within a reasonable time after the commencement of such discipline:
 - a. ~~Reprimand.~~
 - ~~ba.~~ Suspension without pay of five (5) days
 - ~~eb.~~ Suspension with pay of twenty (20) days or less.
 2. The notice of disciplinary action is accompanied by the advice that the employee may respond either verbally or in writing to the representative imposing the action prior to its effective date and may be represented in the response.
- D. Reprimand. The General Manager may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be included in the employee's personnel file and the employee shall have the right of rebuttal. The General Manager may correct the reprimand or notice of reprimand at his/her discretion. A written reprimand does not require a notice of disciplinary action.
- E. Suspension Without Pay. Any suspension invoked as a disciplinary action under this section against an employee, whether for one or more periods, shall not exceed fifteen (15) calendar days in any one (1) calendar year; provided, however, that where a suspension is made because of criminal information or indictment filed against such employee, the period of suspension may exceed ninety (90) calendar days and continue until, but not after, the dropping of charges or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges, and salary while on such suspension.
- F. Suspension With Pay. Notwithstanding other provisions of this section, an employee may be suspended with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the General Manager that circumstances exist that make the immediate removal of the employee to be in the

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best interests of the Monterey Peninsula Water Management District, and that the employee cannot be effectively used in his/her job.

Notwithstanding the above provision, the General Manager may suspend an employee at any time for reasons of investigation for disciplinary action. Written notice of such suspension shall be given the suspended employee as soon as possible, but not later than seventy-two (72) hours after such action is taken. Such suspension is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. The General Manager may reinstate any such suspended employee to his/her position for good cause and shall, upon reinstatement, restore his/her rights and privileges with back pay for time lost.

- G. Dismissal. The continued tenure of each employee shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.
- H. Absence Without Leave Termination. An employee who takes an unauthorized leave of three or more days may be deemed to have resigned their position.

ARTICLE 21 GRIEVANCE PROCEDURE

- A. Purpose. The purpose of the grievance procedure is to promote improved employer-employee relations by establishing a procedure for the prompt settlement of certain disputes, herein after defined as grievances.

A grievance shall be defined as a claim by an employee or group of employees of a violation, misinterpretation and misapplication, or improper application of written regulations, resolutions, ordinances, or a memorandum of understanding applicable to the employee. Any appeal of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to this section.

- B. Applicability. Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:
 - 1. The exercising of management rights by Monterey Peninsula Water Management District, as defined in Article 4, District Rights.
 - 2. Any matter for which a statutory appeal procedure exists;
 - 3. Complaints relating to Equal Opportunity, Occupational Health and Safety, or Workers Compensation;

4. The imposition of disciplinary action with respect to an employee on introductory status;
- C. Format. All grievances must be in writing. Grievances must explicitly specify the policy or the particular section of the agreement, rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. An employee is entitled to individual representation at the employee's expense at any step of the grievance procedure.
- D. Processing Grievances.
1. The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances.
 2. In no case shall Monterey Peninsula Water Management District vehicles be used for transportation by employee representatives in connection with the processing of grievances nor will reimbursement be considered for the use of private vehicles.
- E. Grievance Procedure Steps.
1. Informal Discussion.
 - a. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance.
 - b. Every effort shall be made to resolve the grievance at this level.
 2. Formal Written Grievance.
 - a. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the General Manager.
 - b. Within five (5) working days of receipt of the grievance, the General Manager shall schedule a meeting with the grievant, and the grievant's representative, if she/he so chooses, to discuss the grievance. Within five (5) working days of the grievance meeting, the General Manager

shall deliver a written decision to the grievant. Any grievance settled at this step shall be subject to Board review.

3. Appeal to the Board

Board review will only be initiated upon written application. Said written appeal shall be filed with the Clerk to the Board and state the basis of the appeal. Any appeal based upon a disciplinary action shall contain a specific admission or denial of the material allegations contained in the notice of disciplinary action.

At the next regularly scheduled meeting of the Monterey Peninsula Water Management District Board, after the filing of the order and appeal with the said Clerk, the Board shall determine whether it will hear the appeal or appoint a hearing officer for this purpose. If the Board determines to hear the appeal, it will set a time and place for such hearing and provide notice to the appellant. If the Board determines to appoint a hearing officer, the hearing officer shall be mutually agreed upon between the Board's representative and the Union. In the event that the parties cannot mutually agree on a hearing officer, the parties shall request a list from the California State Conciliation and Mediation Service. The Hearing Officer shall then be selected by the parties alternately striking names until one remains. The Hearing Officer shall commence a hearing on the appeal as soon as possible. The appellant and General Manager may appear personally and the appellant may be represented by a Union representative and/or by counsel at the hearing. The hearing shall be public unless the appellant requests a private hearing.

Before the hearing has commenced and during the course of the hearing, the hearing officer shall issue subpoenas "duces tecum" at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the General Manager shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence against him/her. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing, the burden of proof shall be upon the appellant except in matters of discipline where the District is the moving party and therefore has the sole burden of proof.

At the conclusion of the hearing, the Board or the hearing officer shall prepare a summary record of the proceedings and prepare findings, conclusions and decision.

Where the Board has determined that a hearing officer will hear the appeal, the hearing officer shall submit a copy of said record and draft findings, conclusions and decision to the Board.

Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board, the Board shall adopt such recommended findings, conclusion and decision, or shall reject the recommendations of the hearing officer and adopt its own findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the General Manager. The decision of the Board shall be final, and any review of said determination must be commenced within the time set forth in the Code of Civil Procedure, Section 1094.6.

ARTICLE 22 OTHER EMPLOYMENT.

No employee shall engage in any occupational or outside activity which is incompatible with his/her employment.

An employee engaging in any occupation or outside activity for compensation shall inform his or her Supervisor of the time required and the nature of such activity. An employee engaging in any occupation or outside activity which may be incompatible with Monterey Peninsula Water Management District employment or for compensation, who fails to inform his/her supervisor of such occupation or activity, may be subject to disciplinary action up to and including dismissal.

ARTICLE 23 JOB SHARING.

The General Manager may hire two part-time employees to fill a regular full-time position if the Division Manager determines that the duties of the position can be shared.

ARTICLE 24 REDUCTION IN FORCE**A. General.**

From time to time reductions in staff may be necessary. These reductions, (layoffs) occur without prejudice and without fault on the part of any employee. Reductions usually happen as a result of decrease or curtailment in revenues, reorganization of staff, termination of a program or activity, modification or change in service

requirements or in the interest of efficiency or economy. Such changes are inevitable given the nature and mission of MPWMD. Alternatives to avoid or limit layoffs will be carefully considered. The Union shall be given at least ten (10) days advance notice before a reduction in force is presented to the Board for action and sixty (60) days advance notice before a reduction in force is implemented. Upon request, the District shall meet with the Union to discuss alternatives to an impending layoff. However, if the District deems layoffs necessary, the parties shall meet and confer over the effects of such layoffs on the employees within the bargaining units. The District retains full authority to determine what measures are most appropriate under the circumstances.

B. Definition

A reduction in force or layoff is an involuntary separation of an employee from a class of position and from District service. Depending on the circumstances, it may be temporary or permanent.

C. Notice

An employee with one or more year's continuous service with the District shall receive as much notice as possible, but in no event shall notice be given less than two weeks before their effective layoff date.

D. Procedures

In the instance where reduction is necessitated by the termination of a program, employees will be laid off as dictated by mission requirements determined by the General Manager. Employees will be placed on a layoff list, within their job classification, according to their category of employment. For purposes of layoff, categories are rank ordered as follows:

1. Limited-Term employees
2. Employees in introductory periods
3. Part-time regular employees
4. Full-time regular employees

An employee's position on the layoff list shall be based on the employee's total continuous service with MPWMD. For this purpose, continuous service includes employment as a limited-term, temporary, and part-time employee, excluding any break in service.

E. Recall

If within six months of being laid off it is necessary for the District to increase the work force, laid off employees may be recalled to a vacancy in the last position held with the District or to a comparable position for which she or he is qualified. Such recalls will be according to continuity of employment, i.e., employees with greater continuity of employment e.g., higher in the layoff list, will be recalled from layoff first and placed in available positions, provided they have the necessary skills to perform the required tasks efficiently and are available. Recall notice to employees on layoff will be sent by certified mail to the employee's last known address. An employee must make a written commitment to return to work from layoff within four working days after receipt of notice to return to work and, return to work with the District within 15 days of first notification or lose all recall privileges.

Employees who have been on layoff status longer than six months are not eligible to be recalled, but may apply for advertised employment opportunities and be considered for employment with the District.

Regular employees who are laid off will be notified of advertised vacancies for which their employment records indicate they may be qualified, for 12 months following layoff, if they keep the District advised of their current address and telephone number.

F. Benefits.

Employees who have been laid off are not entitled to benefits. However, they may be eligible for a continuation of some benefits under COBRA and for state unemployment insurance. Information on these topics will be provided by the Human Resource Analyst.

ARTICLE 25 DRUG-FREE WORKPLACE POLICY

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees. It subjects all employees as well as visitors to our facilities and work sites to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently.

In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Any employee violating the policy is subject to discipline, up to and including termination for the first offense.
2. Should an employee be required to take any kind of prescription or nonprescription medication that could affect job performance, the employee is required to report this to his/her supervisor. The supervisor will determine if it is necessary to temporarily place the employee on another work assignment or to take other action as appropriate.
3. Employees have the right to know the dangers of drug abuse in the workplace, the District's policy about it, and what help is available to combat drug problems. The District will provide educational material and conduct training for all employees on this subject. The District also recognizes that substance abuse is treatable and is willing to provide referral assistance to those who want to understand and correct their problem before it impairs their performance and jeopardizes their employment. One source of treatment for drug/alcohol dependency is provided to District employees through their coverage under the District's Employee Assistance Plan.

4. Any employee convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence.
5. The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

ARTICLE 26 VIOLENCE IN THE WORKPLACE POLICY

The Monterey Peninsula Water Management District recognizes the importance of maintaining a safe and violence-free workplace. In that spirit, all weapons are banned from the District. No District employee, customer, or visitor is allowed to carry weapons of any sort on District property or in a District vehicle. All employees are required to immediately report any sightings of weapons or violent behavior on the premises or at their work sites.

It should be noted that a good deal of District business is conducted off of District property. Therefore, employees must be aware of the need to always take safety and security precautions when performing their duties on private property. However, District employees are prohibited from carrying weapons while conducting District business. Any violent behavior directed at District employees, either while they are conducting District business or related to the conduct of District business, should be immediately reported to the General Manager.

ARTICLE 27 WELLNESS PROGRAM

Employees are encouraged to participate in a fitness program. However, participation is voluntary, and employees do it at their own risk. To further encourage the wellness of its employees, the District authorizes employees (upon approval of an employee's supervisor) who participate in aerobic physical exercise (walking, jogging, swimming, etc.) to use up to 30 minutes of regular work time for this purpose.

Exercise is normally done over the lunch hour, with an extension of 30 minutes. This amount of time is intended to allow the exercising employee the opportunity to receive a thorough aerobic workout, and time to return to work refreshed and relieved of stress. A shower is available for employee use. Approval of wellness time will be dependent upon the division workload and coordination with the schedules of co-workers.

ARTICLE 28 SEVERABILITY

If any section, sub-section, paragraph, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being hereby expressly declared that this resolution and each section, sub-section, paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that any one or more sections, sub-sections, paragraphs, sentences, clauses or phrases be declared invalid or unconstitutional.

ARTICLE 29 TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July ~~2019~~~~2016~~ and shall remain in full force and effect without change, addition or amendment through June 30, ~~2024~~~~2019~~, and shall be renewed thereafter subject to reopening by either party upon written notice to the other party no ~~more-less~~ than 120 days prior to June 30, ~~2019-2024~~ or any June 30 anniversary date thereafter.

 David J. Stoldt
 General Manager
 Monterey Peninsula Water Management District

 Date

 Christopher D. Darker
 Business Manager
 United Public Employees of California
 Local 792

 Date

 Ryan Heron
 Chief Negotiator
 United Public Employees of California
 Local 792

 Date

~~Larry Hampson~~Jonathan Lear
 Unit Member Negotiator
 Monterey Peninsula Water Mgt. Dist. Management Unit

 Date

~~Beverly Chaney~~
~~Unit Member Negotiator~~
~~Monterey Peninsula Water Mgt. Dist. General Unit~~

 Date

 Thomas Christensen
 Unit Member Negotiator
 Monterey Peninsula Water Mgt. Dist. ~~General~~Management Unit

 Date

APPENDIX A - JOB CLASSIFICATIONS - MANAGEMENT BARGAINING UNIT

~~Planning & Engineering Manager/District Engineer~~
~~Environmental Resources Manager~~
Water Resources Manager
Water Demand Manager

APPENDIX B - PERSONNEL COMPENSATION POLICY**A. PURPOSE:**

The purpose of this policy is to detail the Monterey Peninsula Water Management District's (or "District's") policy for setting the compensation for its employees. The District's compensation policy is important since it establishes the framework in which compensation decisions are made. Adoption of this policy by the District shows consensus regarding the District's compensation practices, and the information presented in each of the following areas will assist District staff in managing the plan over time:

1. Compensation Goals and Objectives
2. Criteria for Selection of Labor Market Survey Agencies
3. Use of Private Sector Employers
4. Labor Market Position
5. Point of Comparison
6. Survey Classification Selection
7. Compensation Survey Scope

B. COMPENSATION GOALS AND OBJECTIVES

The District's compensation plan is an important element of its personnel system and should accomplish the following goals and objectives:

1. Ensure that the Monterey Peninsula Water Management District has the ability to attract and retain well-qualified personnel
2. Provide a defensible and technically sound basis for compensating employees
3. Allow flexibility and adaptability for making District-wide compensation decisions based on changing market conditions
4. Recognize the Monterey Peninsula Water Management District's responsibility as a public agency in establishing a pay plan which is consistent with prudent public practices
5. Ensure that the District's compensation practices are competitive and consistent with those of comparable employers

C. CRITERIA FOR SELECTION OF LABOR MARKET SURVEY AGENCIES

The general objective in selecting survey agencies is to define as accurately as possible the District's "labor market." A labor market is generally that group of

agencies with which the District competes in terms of recruiting and retaining personnel. Because of the uniqueness of the Monterey Peninsula Water Management District, the selection of the labor market survey agencies for the District involves the analysis of a variety of (special) factors. In order to select a list of comparable agencies, the following guidelines should be used:

1. Geographic Proximity Since the Monterey Peninsula Water Management District resides within Monterey County, competing area agencies within this county and/or its closest adjacent counties are the primary survey agencies to consider. Ideally, the geographic area should be limited to a region, which contains a sufficient number of comparably sized agencies (these are arguably the District's closest market competitors). Since, in the case of the Monterey Peninsula Water Management District, insufficient comparable water management agencies exist within close geographic proximity, a more extensive regional labor market is necessary.
2. Employer Size While employer size is a consideration, it is more important to find agencies which provide similar services within the geographic region. Since there are not many agencies which fit this initial criterion, size should not be used as a key selection component in Monterey Peninsula Water Management District's case.
3. Nature of Services Provided -Another criterion typically utilized in identifying an organization's labor market is the nature of services provided. This criterion is important for the following reasons:
 - a) Employers who provide similar services are most likely to compete with one another for employees
 - b) These employers are most likely to have comparable jobs
 - c) These employers are most likely to have similar organizational and economic characteristics

This factor requires that the labor market include a significant number of comparable water agencies. This is difficult in the case of the Monterey Peninsula Water Management District, given the water and resource management role of the agency.

4. Cost of Living Differences -To ensure consistency in the cost of living of each survey location, a cost of living index should be used for comparison with the District. This index identifies the percentage difference in cost of living between each survey location and the Monterey Peninsula Water Management District. Any location with a cost of living index greater than 100 has a higher cost of living while indices less than 100 indicate a lower cost of living. Generally, differences of less than five percent are not

statistically significant. The use of a cost of living index minimizes the possibility of significant data skewing.

While it is impossible to find agencies that are exactly comparable to the Monterey Peninsula Water Management District, the agencies selected should provide a representative "picture" of comparable agencies. In order to ensure that a sufficient and valid sample of data is collected, 12 to 15 survey agencies should be used. The agencies used for comparison will be subject to review and revision in future compensation studies.

D. LABOR MARKET POSITION

It is necessary for the District Board of Directors to define the position in the labor market at which the District desires to compete. Considering that the survey agencies represent both a comprehensive and balanced set of employers, it is recommended that all initial analyses be based on the labor market *median*, versus the mean (average) or a percentile rank based statistic, in which a percentage of the data is above or below a specific point. The market median is the most stable statistical measure, in which half of the data is above the median and half the data is below. This statistic is based on the ranking of the data and represents the "middle" of the data set. The median statistic is stable for highly variable data sets and will not be significantly skewed by unusually high or low payers, or the addition of some larger survey agencies. Some key elements for consideration when setting the labor market position include:

1. The District's ability to pay
2. Priority of compensation versus other expenditures
3. Recruitment and retention problems
4. Private sector trends and their priority
5. Quality of staff required

A solid, defensible labor market position relies on a balancing of these factors in order to meet the District's compensation goals and objectives. This compensation policy sets the labor market median as the labor market position for the Monterey Peninsula Water Management District. The District may choose to place certain classes above the market median when characteristics unique to the District's position vs. labor market comparable positions, merit this consideration. For example:

1. Difficulty in recruitment and retention
2. High public contact and/or visibility
3. High level of responsibility and autonomy

E. POINT OF COMPARISON

When comparing District salaries with market agencies, it is important to establish a consistent point of comparison. Since all the agencies used in the market survey utilize pay range structures, a critical analysis is needed to find the salary range “control point.” This is the top step or range maximum for those agencies that use the range maximum as the control point. Control point salaries are used if the agency’s range structure utilizes a mid-point or similar reference point. The range control point is that point in the salary range that:

1. Is used to “anchor” the pay range to the labor market
2. Employees will attain through step increases or other increases based on satisfactory performance (range progression beyond the control point is usually based on superior job performance)

Since the District allows employees to reach the range maximum through usual salary range progression, the range maximum is used as the point of comparison with the market agencies.

F. SURVEY CLASSIFICATION SELECTION

Survey classifications represent a sample of all classifications contained in the District’s classification plan and provide a reference point for the extrapolation of salary recommendations for non-survey classes. The criteria utilized in selecting these survey classifications are as follows:

1. Survey classes should have a clear and identifiable relationship to other classes in their occupational group. This assures that they will make good references in relating and establishing salaries for other classes.
2. They should be reasonably well known, and clearly and concisely described.
3. They should be commonly used classes such that counterparts may readily be found in other agencies in order to ensure that sufficient compensation data will be compiled.

These factors ensure that appropriate data can be collected in order to select benchmark classes and to determine appropriate internal salary relationships. Because of the size of the District and the unique characteristics of certain job classes, all job families should be represented in the scope of the survey.

G. COMPENSATION SURVEY SCOPE

A systematic methodology and approach supporting the collection and analysis of labor market survey data will provide the District with the guidelines it needs to update the survey in future years.

In addition to collecting base salary information, total compensation data should also be obtained.

A systematic approach taken to collect the survey data will ensure the accuracy of the labor market data and will also serve to assist the District in maintaining a consistent, fair, and defensible compensation plan over time.

Future classification/compensation surveys will be considered as changes in the labor market become apparent, the District experiences difficulty in recruitment, hiring, or employee retention, or at such other times deemed appropriate by the Board.

ATTACHMENT A – SALARY CHART ~~PRIOR TO SALARY SURVEY ADJUSTMENT~~

~~ATTACHMENT B – SALARY CHART AFTER SALARY SURVEY ADJUSTMENT~~

ATTACHMENT C — SALARY RANGE ADJUSTMENTS BY POSITION AFTER
SALARY SURVEY ADJUSTMENT

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2019-2020

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.25%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,029.36	3,180.83	3,339.87	3,506.86	3,682.20	44,186.40	
2	3,105.09	3,260.34	3,423.36	3,594.53	3,774.26	45,291.12	
3	3,182.72	3,341.86	3,508.95	3,684.40	3,868.62	46,423.44	
4	3,262.29	3,425.40	3,596.67	3,776.50	3,965.33	47,583.96	
5	3,343.85	3,511.04	3,686.59	3,870.92	4,064.47	48,773.64	
6	3,427.45	3,598.82	3,778.76	3,967.70	4,166.09	49,993.08	
7	3,513.14	3,688.80	3,873.24	4,066.90	4,270.25	51,243.00	
8	3,600.97	3,781.02	3,970.07	4,168.57	4,377.00	52,524.00	Office Specialist I
9	3,690.99	3,875.54	4,069.32	4,272.79	4,486.43	53,837.16	
10	3,783.26	3,972.42	4,171.04	4,379.59	4,598.57	55,182.84	
11	3,877.84	4,071.73	4,275.32	4,489.09	4,713.54	56,562.48	
12	3,974.79	4,173.53	4,382.21	4,601.32	4,831.39	57,976.68	Office Specialist II
13	4,074.16	4,277.87	4,491.76	4,716.35	4,952.17	59,426.04	
14	4,176.01	4,384.81	4,604.05	4,834.25	5,075.96	60,911.52	
15	4,280.41	4,494.43	4,719.15	4,955.11	5,202.87	62,434.44	
16	4,387.42	4,606.79	4,837.13	5,078.99	5,332.94	63,995.28	
17	4,497.11	4,721.97	4,958.07	5,205.97	5,466.27	65,595.24	
18	4,609.54	4,840.02	5,082.02	5,336.12	5,602.93	67,235.16	
19	4,724.78	4,961.02	5,209.07	5,469.52	5,743.00	68,916.00	Office Svcs. Sup./Acctg. Ofc. Spec.
20	4,842.90	5,085.05	5,339.30	5,606.27	5,886.58	70,638.96	
21	4,963.97	5,212.17	5,472.78	5,746.42	6,033.74	72,404.88	Res. Maint. Spec.
22	5,088.07	5,342.47	5,609.59	5,890.07	6,184.57	74,214.84	Env. Prog. Spec./Hyd. Tech.
23	5,215.27	5,476.03	5,749.83	6,037.32	6,339.19	76,070.28	
24	5,345.65	5,612.93	5,893.58	6,188.26	6,497.67	77,972.04	
25	5,479.29	5,753.25	6,040.91	6,342.96	6,660.11	79,921.32	
26	5,616.27	5,897.08	6,191.93	6,501.53	6,826.61	81,919.32	Exec. Asst./Cons. Rep. I
27	5,756.68	6,044.51	6,346.74	6,664.08	6,997.28	83,967.36	
28	5,900.60	6,195.63	6,505.41	6,830.68	7,172.21	86,066.52	GIS Specialist
29	6,048.12	6,350.53	6,668.06	7,001.46	7,351.53	88,218.36	Accountant/Cons. Technician
30	6,199.32	6,509.29	6,834.75	7,176.49	7,535.31	90,423.72	
31	6,354.30	6,672.02	7,005.62	7,355.90	7,723.70	92,684.40	HR Analyst
32	6,513.16	6,838.82	7,180.76	7,539.80	7,916.79	95,001.48	Cons. Rep. II
33	6,675.99	7,009.79	7,360.28	7,728.29	8,114.70	97,376.40	Assoc. Fisheries Biologist
34	6,842.89	7,185.03	7,544.28	7,921.49	8,317.56	99,810.72	
35	7,013.96	7,364.66	7,732.89	8,119.53	8,525.51	102,306.12	Cons. Analyst
36	7,189.31	7,548.78	7,926.22	8,322.53	8,738.66	104,863.92	
37	7,369.04	7,737.49	8,124.36	8,530.58	8,957.11	107,485.32	Assoc. Hydrologist
38	7,553.27	7,930.93	8,327.48	8,743.85	9,181.04	110,172.48	Hydrography Proj. Cord.
39	7,742.10	8,129.21	8,535.67	8,962.45	9,410.57	112,926.84	
40	7,935.65	8,332.43	8,749.05	9,186.50	9,645.83	115,749.96	
41	8,134.04	8,540.74	8,967.78	9,416.17	9,886.98	118,643.76	
42	8,337.39	8,754.26	9,191.97	9,651.57	10,134.15	121,609.80	WR Engineer
43	8,545.82	8,973.11	9,421.77	9,892.86	10,387.50	124,650.00	IT Mgr/Snr. Fisheries Biologist
44	8,759.47	9,197.44	9,657.31	10,140.18	10,647.19	127,766.28	
45	8,978.46	9,427.38	9,898.75	10,393.69	10,913.37	130,960.44	
46	9,202.92	9,663.07	10,146.22	10,653.53	11,186.21	134,234.52	
47	9,432.99	9,904.64	10,399.87	10,919.86	11,465.85	137,590.20	ERD Mgr
48	9,668.81	10,152.25	10,659.86	11,192.85	11,752.49	141,029.88	WDD Mgr
49	9,910.53	10,406.06	10,926.36	11,472.68	12,046.31	144,555.72	Snr. Hydrogeologist
50	10,158.29	10,666.20	11,199.51	11,759.49	12,347.46	148,169.52	
51	10,412.25	10,932.86	11,479.50	12,053.48	12,656.15	151,873.80	
52	10,672.56	11,206.19	11,766.50	12,354.83	12,972.57	155,670.84	
53	10,939.37	11,486.34	12,060.66	12,663.69	13,296.87	159,562.44	WRD Mgr
54	11,212.85	11,773.49	12,362.16	12,980.27	13,629.28	163,551.36	
55	11,493.17	12,067.83	12,671.22	13,304.78	13,970.02	167,640.24	ASD Mgr
56	11,780.50	12,369.53	12,988.01	13,637.41	14,319.28	171,831.36	
57	12,075.01	12,678.76	13,312.70	13,978.34	14,677.26	176,127.12	
58	12,376.89	12,995.73	13,645.52	14,327.80	15,044.19	180,530.28	
59	12,686.31	13,320.63	13,986.66	14,685.99	15,420.29	185,043.48	
60	13,003.47	13,653.64	14,336.32	15,053.14	15,805.80	189,669.60	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2020-2021

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,120.24	3,276.25	3,440.06	3,612.06	3,792.66	45,511.92	
2	3,198.25	3,358.16	3,526.07	3,702.37	3,887.49	46,649.88	
3	3,278.21	3,442.12	3,614.23	3,794.94	3,984.69	47,816.28	
4	3,360.17	3,528.18	3,704.59	3,889.82	4,084.31	49,011.72	
5	3,444.17	3,616.38	3,797.20	3,987.06	4,186.41	50,236.92	
6	3,530.27	3,706.78	3,892.12	4,086.73	4,291.07	51,492.84	
7	3,618.53	3,799.46	3,989.43	4,188.90	4,398.35	52,780.20	
8	3,708.99	3,894.44	4,089.16	4,293.62	4,508.30	54,099.60	Office Specialist I
9	3,801.71	3,991.80	4,191.39	4,400.96	4,621.01	55,452.12	
10	3,896.75	4,091.59	4,296.17	4,510.98	4,736.53	56,838.36	
11	3,994.17	4,193.88	4,403.57	4,623.75	4,854.94	58,259.28	
12	4,094.02	4,298.72	4,513.66	4,739.34	4,976.31	59,715.72	Office Specialist II
13	4,196.37	4,406.19	4,626.50	4,857.83	5,100.72	61,208.64	
14	4,301.28	4,516.34	4,742.16	4,979.27	5,228.23	62,738.76	
15	4,408.81	4,629.25	4,860.71	5,103.75	5,358.94	64,307.28	
16	4,519.03	4,744.98	4,982.23	5,231.34	5,492.91	65,914.92	
17	4,632.01	4,863.61	5,106.79	5,362.13	5,630.24	67,562.88	
18	4,747.81	4,985.20	5,234.46	5,496.18	5,770.99	69,251.88	
19	4,866.51	5,109.84	5,365.33	5,633.60	5,915.28	70,983.36	Office Svcs. Sup./Acctg. Ofc. Spec.
20	4,988.17	5,237.58	5,499.46	5,774.43	6,063.15	72,757.80	
21	5,112.87	5,368.51	5,636.94	5,918.79	6,214.73	74,576.76	Res. Maint. Spec.
22	5,240.69	5,502.72	5,777.86	6,066.75	6,370.09	76,441.08	Env. Prog. Spec./Hyd. Tech.
23	5,371.71	5,640.30	5,922.32	6,218.44	6,529.36	78,352.32	
24	5,506.00	5,781.30	6,070.37	6,373.89	6,692.58	80,310.96	
25	5,643.65	5,925.83	6,222.12	6,533.23	6,859.89	82,318.68	
26	5,784.74	6,073.98	6,377.68	6,696.56	7,031.39	84,376.68	Exec. Asst./Cons. Rep. I
27	5,929.36	6,225.83	6,537.12	6,863.98	7,207.18	86,486.16	
28	6,077.59	6,381.47	6,700.54	7,035.57	7,387.35	88,648.20	GIS Specialist
29	6,229.53	6,541.01	6,868.06	7,211.46	7,572.03	90,864.36	Accountant/Cons. Technician
30	6,385.27	6,704.53	7,039.76	7,391.75	7,761.34	93,136.08	
31	6,544.90	6,872.15	7,215.76	7,576.55	7,955.38	95,464.56	HR Analyst
32	6,708.52	7,043.95	7,396.15	7,765.96	8,154.26	97,851.12	Cons. Rep. II
33	6,876.23	7,220.04	7,581.04	7,960.09	8,358.09	100,297.08	Assoc. Fisheries Biologist
34	7,048.14	7,400.55	7,770.58	8,159.11	8,567.07	102,804.84	
35	7,224.34	7,585.56	7,964.84	8,363.08	8,781.23	105,374.76	Cons. Analyst
36	7,404.95	7,775.20	8,163.96	8,572.16	9,000.77	108,009.24	
37	7,590.07	7,969.57	8,368.05	8,786.45	9,225.77	110,709.24	Assoc. Hydrologist
38	7,779.82	8,168.81	8,577.25	9,006.11	9,456.42	113,477.04	Hydrography Proj. Cord.
39	7,974.32	8,373.04	8,791.69	9,231.27	9,692.83	116,313.96	
40	8,173.68	8,582.36	9,011.48	9,462.05	9,935.15	119,221.80	
41	8,378.02	8,796.92	9,236.77	9,698.61	10,183.54	122,202.48	
42	8,587.47	9,016.84	9,467.68	9,941.06	10,438.11	125,257.32	WR Engineer
43	8,802.16	9,242.27	9,704.38	10,189.60	10,699.08	128,388.96	IT Mgr/Snr. Fisheries Biologist
44	9,022.21	9,473.32	9,946.99	10,444.34	10,966.56	131,598.72	
45	9,247.77	9,710.16	10,195.67	10,705.45	11,240.72	134,888.64	
46	9,478.96	9,952.91	10,450.56	10,973.09	11,521.74	138,260.88	
47	9,715.93	10,201.73	10,711.82	11,247.41	11,809.78	141,717.36	ERD Mgr
48	9,958.83	10,456.77	10,979.61	11,528.59	12,105.02	145,260.24	WDD Mgr
49	10,207.80	10,718.19	11,254.10	11,816.81	12,407.65	148,891.80	Snr. Hydrogeologist
50	10,463.00	10,986.15	11,535.46	12,112.23	12,717.84	152,614.08	
51	10,724.58	11,260.81	11,823.85	12,415.04	13,035.79	156,429.48	
52	10,992.69	11,542.32	12,119.44	12,725.41	13,361.68	160,340.16	
53	11,267.51	11,830.89	12,422.43	13,043.55	13,695.73	164,348.76	WRD Mgr
54	11,549.20	12,126.66	12,732.99	13,369.64	14,038.12	168,457.44	
55	11,837.93	12,429.83	13,051.32	13,703.89	14,389.08	172,668.96	ASD Mgr
56	12,133.88	12,740.57	13,377.60	14,046.48	14,748.80	176,985.60	
57	12,437.23	13,059.09	13,712.04	14,397.64	15,117.52	181,410.24	
58	12,748.16	13,385.57	14,054.85	14,757.59	15,495.47	185,945.64	
59	13,066.86	13,720.20	14,406.21	15,126.52	15,882.85	190,594.20	
60	13,393.53	14,063.21	14,766.37	15,504.69	16,279.92	195,359.04	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2021-2022

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,213.85	3,374.54	3,543.27	3,720.43	3,906.45	46,877.40	
2	3,294.20	3,458.91	3,631.86	3,813.45	4,004.12	48,049.44	
3	3,376.56	3,545.39	3,722.66	3,908.79	4,104.23	49,250.76	
4	3,460.97	3,634.02	3,815.72	4,006.51	4,206.84	50,482.08	
5	3,547.49	3,724.86	3,911.10	4,106.66	4,311.99	51,743.88	
6	3,636.18	3,817.99	4,008.89	4,209.33	4,419.80	53,037.60	
7	3,727.08	3,913.43	4,109.10	4,314.56	4,530.29	54,363.48	
8	3,820.26	4,011.27	4,211.83	4,422.42	4,643.54	55,722.48	Office Specialist I
9	3,915.77	4,111.56	4,317.14	4,533.00	4,759.65	57,115.80	
10	4,013.66	4,214.34	4,425.06	4,646.31	4,878.63	58,543.56	
11	4,114.00	4,319.70	4,535.69	4,762.47	5,000.59	60,007.08	
12	4,216.85	4,427.69	4,649.07	4,881.52	5,125.60	61,507.20	Office Specialist II
13	4,322.27	4,538.38	4,765.30	5,003.57	5,253.75	63,045.00	
14	4,430.33	4,651.85	4,884.44	5,128.66	5,385.09	64,621.08	
15	4,541.09	4,768.14	5,006.55	5,256.88	5,519.72	66,236.64	
16	4,654.62	4,887.35	5,131.72	5,388.31	5,657.73	67,892.76	
17	4,770.99	5,009.54	5,260.02	5,523.02	5,799.17	69,590.04	
18	4,890.26	5,134.77	5,391.51	5,661.09	5,944.14	71,329.68	
19	5,012.52	5,263.15	5,526.31	5,802.63	6,092.76	73,113.12	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,137.83	5,394.72	5,664.46	5,947.68	6,245.06	74,940.72	
21	5,266.28	5,529.59	5,806.07	6,096.37	6,401.19	76,814.28	Res. Maint. Spec.
22	5,397.94	5,667.84	5,951.23	6,248.79	6,561.23	78,734.76	Env. Prog. Spec./Hyd. Tech.
23	5,532.89	5,809.53	6,100.01	6,405.01	6,725.26	80,703.12	
24	5,671.21	5,954.77	6,252.51	6,565.14	6,893.40	82,720.80	
25	5,812.99	6,103.64	6,408.82	6,729.26	7,065.72	84,788.64	
26	5,958.31	6,256.23	6,569.04	6,897.49	7,242.36	86,908.32	Exec. Asst./Cons. Rep. I
27	6,107.27	6,412.63	6,733.26	7,069.92	7,423.42	89,081.04	
28	6,259.95	6,572.95	6,901.60	7,246.68	7,609.01	91,308.12	GIS Specialist
29	6,416.45	6,737.27	7,074.13	7,427.84	7,799.23	93,590.76	Accountant/Cons. Technician
30	6,576.86	6,905.70	7,250.99	7,613.54	7,994.22	95,930.64	
31	6,741.28	7,078.34	7,432.26	7,803.87	8,194.06	98,328.72	HR Analyst
32	6,909.81	7,255.30	7,618.07	7,998.97	8,398.92	100,787.04	Cons. Rep. II
33	7,082.56	7,436.69	7,808.52	8,198.95	8,608.90	103,306.80	Assoc. Fisheries Biologist
34	7,259.62	7,622.60	8,003.73	8,403.92	8,824.12	105,889.44	
35	7,441.11	7,813.17	8,203.83	8,614.02	9,044.72	108,536.64	Cons. Analyst
36	7,627.14	8,008.50	8,408.93	8,829.38	9,270.85	111,250.20	
37	7,817.82	8,208.71	8,619.15	9,050.11	9,502.62	114,031.44	Assoc. Hydrologist
38	8,013.27	8,413.93	8,834.63	9,276.36	9,740.18	116,882.16	Hydrography Proj. Cord.
39	8,213.60	8,624.28	9,055.49	9,508.26	9,983.67	119,804.04	
40	8,418.94	8,839.89	9,281.88	9,745.97	10,233.27	122,799.24	
41	8,629.41	9,060.88	9,513.92	9,989.62	10,489.10	125,869.20	
42	8,845.15	9,287.41	9,751.78	10,239.37	10,751.34	129,016.08	WR Engineer
43	9,066.28	9,519.59	9,995.57	10,495.35	11,020.12	132,241.44	IT Mgr/Snr. Fisheries Biologist
44	9,292.94	9,757.59	10,245.47	10,757.74	11,295.63	135,547.56	
45	9,525.26	10,001.52	10,501.60	11,026.68	11,578.01	138,936.12	
46	9,763.39	10,251.56	10,764.14	11,302.35	11,867.47	142,409.64	
47	10,007.47	10,507.84	11,033.23	11,584.89	12,164.13	145,969.56	ERD Mgr
48	10,257.66	10,770.54	11,309.07	11,874.52	12,468.25	149,619.00	WDD Mgr
49	10,514.10	11,039.81	11,591.80	12,171.39	12,779.96	153,359.52	Snr. Hydrogeologist
50	10,776.95	11,315.80	11,881.59	12,475.67	13,099.45	157,193.40	
51	11,046.37	11,598.69	12,178.62	12,787.55	13,426.93	161,123.16	
52	11,322.53	11,888.66	12,483.09	13,107.24	13,762.60	165,151.20	
53	11,605.59	12,185.87	12,795.16	13,434.92	14,106.67	169,280.04	WRD Mgr
54	11,895.73	12,490.52	13,115.05	13,770.80	14,459.34	173,512.08	
55	12,193.12	12,802.78	13,442.92	14,115.07	14,820.82	177,849.84	ASD Mgr
56	12,497.95	13,122.85	13,778.99	14,467.94	15,191.34	182,296.08	
57	12,810.40	13,450.92	14,123.47	14,829.64	15,571.12	186,853.44	
58	13,130.66	13,787.19	14,476.55	15,200.38	15,960.40	191,524.80	
59	13,458.93	14,131.88	14,838.47	15,580.39	16,359.41	196,312.92	
60	13,795.40	14,485.17	15,209.43	15,969.90	16,768.40	201,220.80	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2022-2023

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,310.27	3,475.78	3,649.57	3,832.05	4,023.65	48,283.80	
2	3,393.03	3,562.68	3,740.81	3,927.85	4,124.24	49,490.88	
3	3,477.86	3,651.75	3,834.34	4,026.06	4,227.36	50,728.32	
4	3,564.81	3,743.05	3,930.20	4,126.71	4,333.05	51,996.60	
5	3,653.93	3,836.63	4,028.46	4,229.88	4,441.37	53,296.44	
6	3,745.28	3,932.54	4,129.17	4,335.63	4,552.41	54,628.92	
7	3,838.91	4,030.86	4,232.40	4,444.02	4,666.22	55,994.64	
8	3,934.88	4,131.62	4,338.20	4,555.11	4,782.87	57,394.44	Office Specialist I
9	4,033.25	4,234.91	4,446.66	4,668.99	4,902.44	58,829.28	
10	4,134.08	4,340.78	4,557.82	4,785.71	5,025.00	60,300.00	
11	4,237.43	4,449.30	4,671.77	4,905.36	5,150.63	61,807.56	
12	4,343.37	4,560.54	4,788.57	5,028.00	5,279.40	63,352.80	Office Specialist II
13	4,451.95	4,674.55	4,908.28	5,153.69	5,411.37	64,936.44	
14	4,563.25	4,791.41	5,030.98	5,282.53	5,546.66	66,559.92	
15	4,677.33	4,911.20	5,156.76	5,414.60	5,685.33	68,223.96	
16	4,794.26	5,033.97	5,285.67	5,549.95	5,827.45	69,929.40	
17	4,914.12	5,159.83	5,417.82	5,688.71	5,973.15	71,677.80	
18	5,036.97	5,288.82	5,553.26	5,830.92	6,122.47	73,469.64	
19	5,162.89	5,421.03	5,692.08	5,976.68	6,275.51	75,306.12	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,291.96	5,556.56	5,834.39	6,126.11	6,432.42	77,189.04	
21	5,424.26	5,695.47	5,980.24	6,279.25	6,593.21	79,118.52	Res. Maint. Spec.
22	5,559.87	5,837.86	6,129.75	6,436.24	6,758.05	81,096.60	Env. Prog. Spec./Hyd. Tech.
23	5,698.87	5,983.81	6,283.00	6,597.15	6,927.01	83,124.12	
24	5,841.34	6,133.41	6,440.08	6,762.08	7,100.18	85,202.16	
25	5,987.37	6,286.74	6,601.08	6,931.13	7,277.69	87,332.28	
26	6,137.05	6,443.90	6,766.10	7,104.41	7,459.63	89,515.56	Exec. Asst./Cons. Rep. I
27	6,290.48	6,605.00	6,935.25	7,282.01	7,646.11	91,753.32	
28	6,447.74	6,770.13	7,108.64	7,464.07	7,837.27	94,047.24	GIS Specialist
29	6,608.93	6,939.38	7,286.35	7,650.67	8,033.20	96,398.40	Accountant/Cons. Technician
30	6,774.15	7,112.86	7,468.50	7,841.93	8,234.03	98,808.36	
31	6,943.50	7,290.68	7,655.21	8,037.97	8,439.87	101,278.44	HR Analyst
32	7,117.09	7,472.94	7,846.59	8,238.92	8,650.87	103,810.44	Cons. Rep. II
33	7,295.02	7,659.77	8,042.76	8,444.90	8,867.15	106,405.80	Assoc. Fisheries Biologist
34	7,477.40	7,851.27	8,243.83	8,656.02	9,088.82	109,065.84	
35	7,664.34	8,047.56	8,449.94	8,872.44	9,316.06	111,792.72	Cons. Analyst
36	7,855.95	8,248.75	8,661.19	9,094.25	9,548.96	114,587.52	
37	8,052.35	8,454.97	8,877.72	9,321.61	9,787.69	117,452.28	Assoc. Hydrologist
38	8,253.66	8,666.34	9,099.66	9,554.64	10,032.37	120,388.44	Hydrography Proj. Cord.
39	8,460.00	8,883.00	9,327.15	9,793.51	10,283.19	123,398.28	
40	8,671.50	9,105.08	9,560.33	10,038.35	10,540.27	126,483.24	
41	8,888.29	9,332.70	9,799.34	10,289.31	10,803.78	129,645.36	
42	9,110.50	9,566.03	10,044.33	10,546.55	11,073.88	132,886.56	WR Engineer
43	9,338.26	9,805.17	10,295.43	10,810.20	11,350.71	136,208.52	IT Mgr/Snr. Fisheries Biologist
44	9,571.72	10,050.31	10,552.83	11,080.47	11,634.49	139,613.88	
45	9,811.01	10,301.56	10,816.64	11,357.47	11,925.34	143,104.08	
46	10,056.29	10,559.10	11,087.06	11,641.41	12,223.48	146,681.76	
47	10,307.70	10,823.09	11,364.24	11,932.45	12,529.07	150,348.84	ERD Mgr
48	10,565.39	11,093.66	11,648.34	12,230.76	12,842.30	154,107.60	WDD Mgr
49	10,829.52	11,371.00	11,939.55	12,536.53	13,163.36	157,960.32	Snr. Hydrogeologist
50	11,100.26	11,655.27	12,238.03	12,849.93	13,492.43	161,909.16	
51	11,377.77	11,946.66	12,543.99	13,171.19	13,829.75	165,957.00	
52	11,662.21	12,245.32	12,857.59	13,500.47	14,175.49	170,105.88	
53	11,953.77	12,551.46	13,179.03	13,837.98	14,529.88	174,358.56	WRD Mgr
54	12,252.61	12,865.24	13,508.50	14,183.93	14,893.13	178,717.56	
55	12,558.93	13,186.88	13,846.22	14,538.53	15,265.46	183,185.52	ASD Mgr
56	12,872.90	13,516.55	14,192.38	14,902.00	15,647.10	187,765.20	
57	13,194.72	13,854.46	14,547.18	15,274.54	16,038.27	192,459.24	
58	13,524.59	14,200.82	14,910.86	15,656.40	16,439.22	197,270.64	
59	13,862.70	14,555.84	15,283.63	16,047.81	16,850.20	202,202.40	
60	14,209.27	14,919.73	15,665.72	16,449.01	17,271.46	207,257.52	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2023-2024

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	2.75%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,401.30	3,571.37	3,749.94	3,937.44	4,134.31	49,611.72	
2	3,486.33	3,660.65	3,843.68	4,035.86	4,237.65	50,851.80	
3	3,573.49	3,752.16	3,939.77	4,136.76	4,343.60	52,123.20	
4	3,662.83	3,845.97	4,038.27	4,240.18	4,452.19	53,426.28	
5	3,754.40	3,942.12	4,139.23	4,346.19	4,563.50	54,762.00	
6	3,848.26	4,040.67	4,242.70	4,454.84	4,677.58	56,130.96	
7	3,944.47	4,141.69	4,348.77	4,566.21	4,794.52	57,534.24	
8	4,043.08	4,245.23	4,457.49	4,680.36	4,914.38	58,972.56	Office Specialist I
9	4,144.16	4,351.37	4,568.94	4,797.39	5,037.26	60,447.12	
10	4,247.76	4,460.15	4,683.16	4,917.32	5,163.19	61,958.28	
11	4,353.95	4,571.65	4,800.23	5,040.24	5,292.25	63,507.00	
12	4,462.80	4,685.94	4,920.24	5,166.25	5,424.56	65,094.72	Office Specialist II
13	4,574.37	4,803.09	5,043.24	5,295.40	5,560.17	66,722.04	
14	4,688.73	4,923.17	5,169.33	5,427.80	5,699.19	68,390.28	
15	4,805.95	5,046.25	5,298.56	5,563.49	5,841.66	70,099.92	
16	4,926.10	5,172.41	5,431.03	5,702.58	5,987.71	71,852.52	
17	5,049.25	5,301.71	5,566.80	5,845.14	6,137.40	73,648.80	
18	5,175.48	5,434.25	5,705.96	5,991.26	6,290.82	75,489.84	
19	5,304.87	5,570.11	5,848.62	6,141.05	6,448.10	77,377.20	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,437.49	5,709.36	5,994.83	6,294.57	6,609.30	79,311.60	
21	5,573.43	5,852.10	6,144.71	6,451.95	6,774.55	81,294.60	Res. Maint. Spec.
22	5,712.77	5,998.41	6,298.33	6,613.25	6,943.91	83,326.92	Env. Prog. Spec./Hyd. Tech.
23	5,855.59	6,148.37	6,455.79	6,778.58	7,117.51	85,410.12	
24	6,001.98	6,302.08	6,617.18	6,948.04	7,295.44	87,545.28	
25	6,152.03	6,459.63	6,782.61	7,121.74	7,477.83	89,733.96	
26	6,305.83	6,621.12	6,952.18	7,299.79	7,664.78	91,977.36	Exec. Asst./Cons. Rep. I
27	6,463.48	6,786.65	7,125.98	7,482.28	7,856.39	94,276.68	
28	6,625.07	6,956.32	7,304.14	7,669.35	8,052.82	96,633.84	GIS Specialist
29	6,790.70	7,130.24	7,486.75	7,861.09	8,254.14	99,049.68	Accountant/Cons. Technician
30	6,960.47	7,308.49	7,673.91	8,057.61	8,460.49	101,525.88	
31	7,134.48	7,491.20	7,865.76	8,259.05	8,672.00	104,064.00	HR Analyst
32	7,312.84	7,678.48	8,062.40	8,465.52	8,888.80	106,665.60	Cons. Rep. II
33	7,495.66	7,870.44	8,263.96	8,677.16	9,111.02	109,332.24	Assoc. Fisheries Biologist
34	7,683.05	8,067.20	8,470.56	8,894.09	9,338.79	112,065.48	
35	7,875.13	8,268.89	8,682.33	9,116.45	9,572.27	114,867.24	Cons. Analyst
36	8,072.01	8,475.61	8,899.39	9,344.36	9,811.58	117,738.96	
37	8,273.81	8,687.50	9,121.88	9,577.97	10,056.87	120,682.44	Assoc. Hydrologist
38	8,480.66	8,904.69	9,349.92	9,817.42	10,308.29	123,699.48	Hydrography Proj. Cord.
39	8,692.68	9,127.31	9,583.68	10,062.86	10,566.00	126,792.00	
40	8,910.00	9,355.50	9,823.28	10,314.44	10,830.16	129,961.92	
41	9,132.75	9,589.39	10,068.86	10,572.30	11,100.92	133,211.04	
42	9,361.07	9,829.12	10,320.58	10,836.61	11,378.44	136,541.28	WR Engineer
43	9,595.10	10,074.86	10,578.60	11,107.53	11,662.91	139,954.92	IT Mgr/Snr. Fisheries Biologist
44	9,834.98	10,326.73	10,843.07	11,385.22	11,954.48	143,453.76	
45	10,080.85	10,584.89	11,114.13	11,669.84	12,253.33	147,039.96	
46	10,332.87	10,849.51	11,391.99	11,961.59	12,559.67	150,716.04	
47	10,591.19	11,120.75	11,676.79	12,260.63	12,873.66	154,483.92	ERD Mgr
48	10,855.97	11,398.77	11,968.71	12,567.15	13,195.51	158,346.12	WDD Mgr
49	11,127.37	11,683.74	12,267.93	12,881.33	13,525.40	162,304.80	Snr. Hydrogeologist
50	11,405.55	11,975.83	12,574.62	13,203.35	13,863.52	166,362.24	
51	11,690.69	12,275.22	12,888.98	13,533.43	14,210.10	170,521.20	
52	11,982.96	12,582.11	13,211.22	13,871.78	14,565.37	174,784.44	
53	12,282.53	12,896.66	13,541.49	14,218.56	14,929.49	179,153.88	WRD Mgr
54	12,589.59	13,219.07	13,880.02	14,574.02	15,302.72	183,632.64	
55	12,904.33	13,549.55	14,227.03	14,938.38	15,685.30	188,223.60	ASD Mgr
56	13,226.94	13,888.29	14,582.70	15,311.84	16,077.43	192,929.16	
57	13,557.61	14,235.49	14,947.26	15,694.62	16,479.35	197,752.20	
58	13,896.55	14,591.38	15,320.95	16,087.00	16,891.35	202,696.20	
59	14,243.96	14,956.16	15,703.97	16,489.17	17,313.63	207,763.56	
60	14,600.06	15,330.06	16,096.56	16,901.39	17,746.46	212,957.52	

ITEM: CONSENT CALENDAR**8. CONSIDER ADOPTION OF MEMORANDUM OF UNDERSTANDING WITH
THE CONFIDENTIAL STAFF BARGAINING UNIT**

Meeting Date:	August 19, 2019	Budgeted:	No
From:	David J. Stoldt, General Manager	Program/ Line Item No.:	Salary & Benefits
Prepared By:	Suresh Prasad	Cost Estimate:	\$10,000 for FY 2019- 2020

General Counsel Review: N/A**Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: The Confidential Staff Bargaining Unit and the Board's negotiating representatives have agreed to terms for a new 5-year Memorandum of Understanding (MOU), attached as **Exhibit 8-A**. This agreement achieves the District goals of remaining cost conscious while also being fair and reasonable to employees.

RECOMMENDATION: The General Manager recommends that the Board adopt the General Staff Memorandum of Agreement as it appears in **Exhibit 8-A**.

BACKGROUND: New bargaining points incorporated into the agreement, as a result of this year's negotiations, are as follows:

Term

5 year contract

Salary Adjustment

- Effective July 1, 2019, there will be a cost-of-living salary increase of 3.25%.
- Effective July 1, 2020, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2021, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2022, there will be a cost-of-living salary increase of 3.0%.
- Effective July 1, 2023, there will be a cost-of-living salary increase of 2.75%.

Out of Class Pay

An employee who is required to perform all the duties that is normally performed by a higher paid position shall be paid a salary that is equivalent to Step 1 of the higher paid position or a 5% premium (whichever is greater) after 10 consecutive business days of working in the higher paid position.

An employee is considered to be working “out of class” when designated for duties identified in writing by the General Manager, for a specific period of time.

Appendix A - The Job Classifications have been updated.

Attachment A – The updated salary chart for the next 5 years are attached.

EXHIBIT

8-A Memorandum of Understanding between the Monterey Peninsula Water Management District and the Confidential Staff Bargaining Unit

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
AND
THE CONFIDENTIAL STAFF BARGAINING UNIT,**

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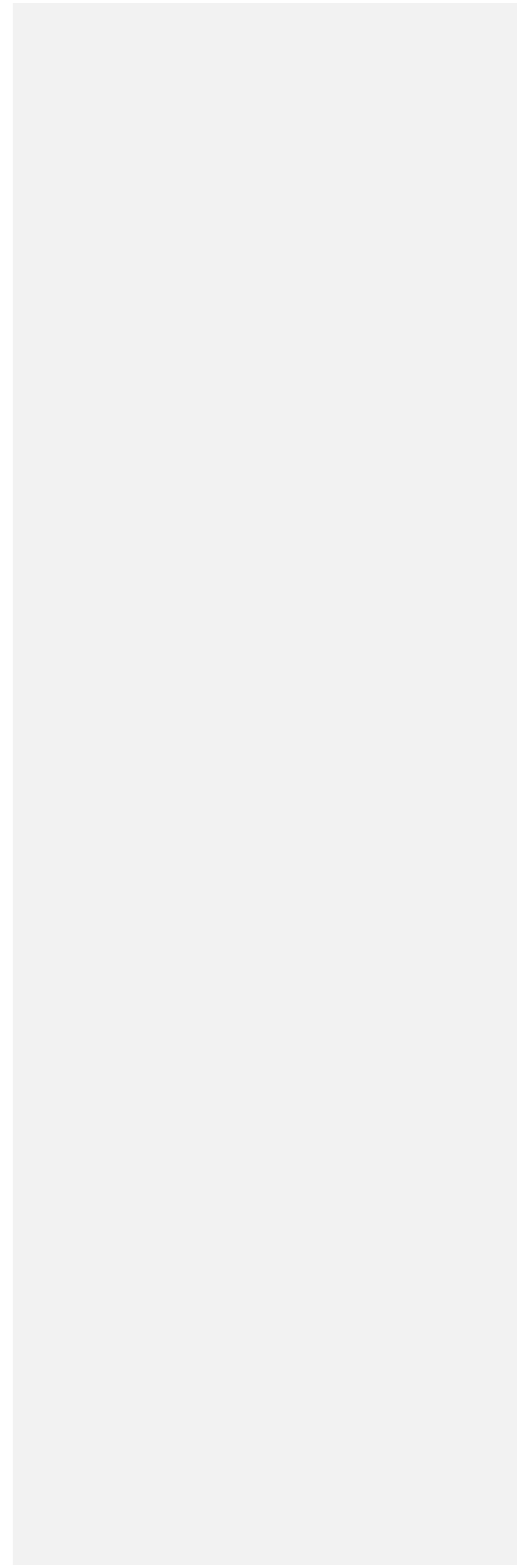


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This Memorandum of Understanding (M.O.U) sets forth the agreement between the representatives of the Confidential Staff Bargaining Unit (hereinafter referred to as "Unit") and the representatives of the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT (hereinafter referred to as "District") on all matters concerning wages, hours, working conditions and other terms of employment for employees within the CONFIDENTIAL STAFF BARGAINING UNIT.

The District and Unit representatives have met and conferred in good faith and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. This agreement supersedes all prior District Personnel Policies that pertained to members of this bargaining unit, where such matters have been specifically addressed. In the event of a conflict between this contract and any policy, memorandum or directive, either written or verbal, this contract shall prevail.

ARTICLE 1 DISTRICT RIGHTS

- A. Except as modified by this Memorandum of Understanding, the District reserves, retains and is vested with, solely and exclusively, all rights of the District which are not expressly abridged by law to manage the District. The District also recognizes that employee contributions to the decision making process is valuable. The District agrees to encourage employee input on matters within the scope of representation. The sole and exclusive rights of the District shall include, but not be limited to, the following:
- To manage the District generally and to determine all issues of policy;
 - To determine the nature, manner, means and technology, and extent of services to be provided to the public;
 - To determine and/or change the facility, methods, technological means, size and composition of the workforce by which District operations are to be conducted;
 - To assign work to and schedule employees in accordance with requirements as determined by the District, and to establish and change work schedules, vacation schedules, and assignments upon reasonable notice and in accordance with these Rules and memoranda of understanding;
 - To relieve employees from duties for lack of work, funds, or similar non-disciplinary reasons;
 - To determine and modify productivity and performance programs and standards;
 - To discharge, suspend, demote or otherwise discipline non-probationary employees for just cause;
 - To determine job classifications and to reclassify employees in accordance with these Rules and applicable resolutions and ordinances of the District;

- To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with these Rules and applicable ordinances and resolutions of the District;
 - To determine and administer policies, procedures and standards for selection, training and promotion of employees in accordance with these rules and applicable resolutions and ordinances of the District.
 - To establish employee performance standards including, but not limited to qualification and quantity standards, and to required compliance therewith;
 - To determine satisfactory and unsatisfactory job performance levels, and evaluate employees based upon these criteria;
 - To take any and all necessary action to carry out the functions of the District in emergencies.
- B. Before submission of a recommendation to contract out any function traditionally performed by unit employees which would result in a reduction of the work force, the Unit will be offered the opportunity to examine the proposal for at least thirty (30) days prior to Board action, whenever possible and to submit recommendations. If requested, the District will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs.

ARTICLE 2 PERSONNEL ACTIONS

- A. A District list of all current job descriptions shall be available for review by unit employees. An employee may obtain a copy of any job descriptions from the Human Resources Analyst.

Upon appointment, each new employee shall be provided with a copy of the employee's job description. Further, an employee shall be given a copy of the amended job description as changes occur.

Job Descriptions shall be explicit as to the level of skills, knowledge, and ability required to perform the work. Specific detail of the work required will be used wherever reasonable and the work required shall be within the realm of that normally performed within the scope of the job classification.

- B. The District shall offer to meet and confer with the representatives of the Unit regarding the impacts of an appropriate reclassification whenever the District intends to classify, reclassify, create, modify, and or abolish classes existing in the bargaining unit. If an employee believes that he or she has been assigned duties that do not reasonably relate to the classification to which the employee is assigned, the Unit may request, and the District shall grant, an opportunity to meet and consult with the parties involved regarding such assignment.

- C. There shall be only one official personnel file that shall be maintained at the District's Human Resources Office. An employee shall have the right to review her/his personnel file or authorize in writing the review by a representative. No material will be inserted into the employee's personnel file without prior notice and a copy given to the employee. An employee may place in her/his personnel file a written response to adverse material inserted into the file in lieu of filing a formal grievance regarding the subject of the adverse material. In addition, an employee may place any letters of commendation received from the public or certificates of educational achievement in his/her personnel file.
- D. A written performance evaluation is intended to be a documented summary of the work performance of the employee and to encourage ongoing communication between the supervisor/rater and the employee. An evaluation is not to be used for discipline in and of itself.
- E. An employee shall have the right to review and respond in writing to any evaluation she/he considers derogatory, or otherwise inaccurate, within ten (10) days of receipt of a copy of the evaluation.
- F. Step increases recommended as a result of a delayed performance evaluation shall be effective retroactively on the first day of the month following the employee's anniversary date.
- G. An employee who voluntarily terminates her/his service with the District may receive an end-of-job performance evaluation if requested in advance by the employee.
- H. The parties agree that the District and its representatives and employees shall treat each other with mutual respect, dignity, courtesy, and trust in all work related matters. It is the intent of this Agreement to establish such a harmonious and constructive relationship among the parties.

ARTICLE 3 CATEGORIES OF EMPLOYEES

- A. The following definitions shall apply to this Memorandum:
 - 1. Full-time Regular Employee: An employee of the District occupying a regular position who is employed 40 hours per week and who is not serving under a written contract or in an introductory status.
 - 2. Part-time Regular Employee: An employee of the District who is not a full-time regular employee, who is employed less than 40 hours per week and who is not serving under a written contract or in an introductory status.
 - 3. Introductory Employee: An employee of the District who is serving in the minimum six (6) month working test period required before the appointment as

a full-time regular employee is completed, during which the terms of the extended introductory period must be satisfied. In the case of a part-time employee, the introductory period shall also be a minimum six (6) month period before the appointment as a part-time regular employee is completed. An employee on introductory status may be terminated without cause.

4. Limited-Term Employee: An employee of the District who is not a regular employee, and who is hired for a project that is estimated to require 1,000 hours or less in a fiscal year. (July 1- June 30). If a project requires more than the originally estimated time, the limited-Term employee may be extended for additional 1,000-hour periods with Board approval. Any Limited-Term employee can be terminated without cause and shall not be entitled to employee rights or benefits specified in Article 7 with the exception of eligibility for PERS retirement benefits if the total worked in a fiscal year exceeds 1,000 hours.
5. Volunteer: A person who is not a paid employee who participates in any District activity by providing their labor and services to the District free of charge. Use of volunteers on District projects must be approved by both the Division Manager and Risk Manager for liability and workers' compensation purposes. (Resolution No. 96-03 outlines the Board's authorization and governs of the use of volunteers.)
6. Exempt Employee: An employee of the District that is not subject to the overtime provisions of the Fair Labor Standards Act (FLSA).
7. Non-Exempt Employee: An employee of the District that is subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

B. Employment Status is described as follows:

1. Introductory Status: The introductory period shall be used by the General Manager for the evaluation of any new employee, and for the termination of any introductory employee whose performance, work, or behavior does not meet the required standards of the Monterey Peninsula Water Management District. Each appointment, re-employment, or transfer to a regular position shall be subject to an introductory period of six (6) months for full-time and part-time positions. This introductory period is the final phase of the examination and qualification process before the appointment as a regular employee is completed.

The introductory period shall date from the time of initial employment in a position and shall not include time served as a limited-term employee nor any period of continued leave of absence without pay exceeding thirty (30) days.

The General Manager may extend the introductory period of an employee for a period not to exceed six (6) months upon furnishing the employee with a statement of the reasons for such extension and the required standards that must be met in order for the employee to successfully complete the introductory period.

2. Regular Status: Regular status is afforded all qualified employees of the District, other than employees who are on probation or are contract employees.
3. Limit-term Status: A limited-term employee is one hired for the purpose of filling short-term employment vacancies, vacation, sick leave, military leave, leaves of absence, and/or to meet other short-term business demands of the District. Limited-term employment may be terminated at the will of the General Manager or the employee.
4. Part-time Status: A part-time employee is an employee who works less than full-time and does not occupy a regular full-time position.

ARTICLE 4 ELIGIBILITY FOR EMPLOYEE BENEFITS

- A. Regular Employees: Regular employees are entitled to vacation, sick leave, leaves of absence without pay, and other benefits set forth in this section and as authorized by the District.
- B. Introductory Employees: Introductory employees shall accrue vacation and sick leave credit but shall not be entitled to use vacation credit until successful completion of the introductory period. However, any vacation time accrued by working on a District holiday may be used prior to the end of the probation period.
- C. Limited-term Employees: Limited-term employees shall not be entitled to any of the benefits set forth in this section, with the exception of those Limited-term employees who have been extended by Board approval for more than 1,000 hours of employment in a fiscal year, who will then become eligible for PERS retirement benefits.
- D. Part-time Employees: Part-time employees shall accrue pro-rata vacation and sick leave credit based upon the hours actually worked by each employee, but shall not be entitled to use accrued vacation hours until successful completion of the introductory period.

ARTICLE 5 OPTIONAL BENEFITS

- A. A deferred compensation plan (IRS Section 457) is available to all regular employees. Deferred compensation is an IRS-approved method of saving for retirement which includes deferring federal and state income taxes. Current District policy permits an employee to start, stop, increase, decrease, or change investment funds as often as he

or she wishes without fees or penalties. The District does not contribute to the deferred compensation plan except as may be required by an individual employment contract.

- B. A Section 125 Flexible Benefits Plan is provided. This plan provides the opportunity to participate in a flexible spending arrangements (FSA) Plan on a pre-tax basis. Participants may contribute up to the maximum limit established by the Internal Revenue Service (subject to change per Internal Revenue Service). The District does not contribute to the Section 125 Flexible Benefits Plan.~~A Section 125 Flexible Benefits Plan is provided. This plan provides the opportunity to participate in an Unreimbursed Medical Expenses Plan and a Dependent care Expense Reimbursement Plan on a pre-tax basis. Participants may contribute up to \$2,550 per year (subject to change per Internal Revenue Service). The District does not contribute to the Section 125 Flexible Benefits Plan.~~
- C. Supplemental insurance coverage is also available through AFLAC Insurance. Employees pay premiums for this coverage.

ARTICLE 6 RETIREMENT BENEFITS

District employees are covered by the California Public Employees Retirement System (PERS) under two tiers.

Tier 1 - Employees hired before January 2013 or considered Classic Members by CalPERS

Tier 1 employees are covered by the PERS 2% at 55 formula. The District also provides them with the PERS Employer Paid Member Contribution (EPMC) under Government Code section 20636, section (C)(4), pursuant to Government Code section 20691, by including the value of the EPMC in salary reported to PERS as compensation. Tier 1 employees have the one-year final compensation benefit for calculating their retirement annuity.

Tier 1 employees contribute towards the District's total normal cost by making contributions of 5% towards the Employer Contribution portion of the PERS premium and 3% towards the EPMC portion of the PERS premium. However, the percentage of contributions paid by the employee in each year of the contract shall in no circumstance be more than 50 percent of the total normal cost up to a maximum contribution of 8% of the employee's salary.~~Tier 1 employees contribute towards the District's total normal cost by making contributions of 3% to both the EPMC and the Employer Contribution. Effective July 1, 2018, an additional 2% for a total of 5% of each Tier 1 employee's salary will also be applied to the Employer Contribution portion of the PERS premium. However, the percentage of contributions paid by the employee in each year of the contract shall in no circumstance be more than 50 percent of the total normal cost up to a maximum contribution of 8% of the employee's salary.~~

Tier 2 - Employees hired after January 2013 and those employees not considered Classic Members by CalPERS - Subject to AB 340, the "California Public Employee's Pension Reform Act" (PEPRA).

Tier 2 employees are covered by the PERS 2% at 62 formula with no PERS EPMC. Tier 2 employees must contribute 50% of the total normal cost rate for PERS to a maximum of 8% of their salary. ~~The District's total normal cost for new members in 2013 is 12.5%.~~ The total normal cost rate is subject to change over time, as it will be impacted by risk pool demographics and the actuarial assumptions used in retirement benefit funding. The three-year final compensation period is used to calculate a Tier 2 employee's retirement annuity. Annual pensionable compensation that can be used to calculate final compensation is capped. ~~The 2013 cap for District employees is \$136,440. The cap is subject to change per the rules of CalPERS.~~

Tiers 1 and 2

The District shall provide the PERS 1959 Survivor Benefit, Fourth Level, at no cost to the employee.

In accordance with the California Public Employee's Pension Reform Act", if a public employee is convicted of a felony arising from the performance of public duties, or connected with obtaining salary or other benefits for public service, the employee forfeits the portion of his or her pension accruing after the crime.

ARTICLE 7 HEALTH AND WELFARE BENEFITS

Medical, dental, vision, life insurance, short-term disability insurance, long-term disability insurance, and an employee assistance plan shall be provided for all regular employees, introductory employees, and their eligible dependents. Medical insurance will also be provided to eligible retirees and their eligible dependents, as stated in Article ~~407~~, Section C. The terms and conditions of enrollment and the benefits provided under all health plans are subject to the plan documents and practices, which are controlling.

- A. Premium Payment: During the term of this agreement the District will pay the below designated amounts towards employee benefits. Should employees be required to make any premium payment, such payments shall be made by payroll deduction.
1. Life, Survivor, LTD & EAP: The District shall pay 100% of premiums for life insurance, survivor benefit, long-term disability insurance, and the employee assistance plan premiums for all regular and introductory employees.
 2. SDI: The District shall pay 50% of the premium for short-term disability insurance. Employees will be required to pay the other 50% of that premium.
 3. Employee Health Insurance

Effective January 1, 2014, employees have been enrolled in the Laborers Northern California Trust Special Plan.

Effective 07/01/20162019: The District will pay the higher of ~~\$1055.45~~\$1,149.50 per month or 95% of the then-current premiums for all eligible employees and their dependents.

B. Employee Health Insurance Opt-Out:

Employees who have health coverage available through another family member may opt out of the District medical dental, or vision plan. The District shall reimburse the employee for that portion of the premium cost which is incurred, if any, to cover the employee and his/her eligible dependents under his/her family members' health plan up to a maximum amount equal to 75% of the total District premium payment for employee health premiums as stated in Section 7-A.

This opt-out provision will be cancelled, in whole or part, in the event the District transitions to a health provider that requires an employee participation rate that would, by necessity, include employees who had previously opted out of health insurance through the District. The option to opt out will be offered on a first-come, first-serve basis up to the maximum number allowable by the applicable District plan. In addition to reimbursing the opt-out employees for dependent coverage under their spouses' plan, the District will pay the premiums for employee elected AFLAC supplemental insurance policies. The cap at 75% of District health plan cost at the level applicable to the employee will be retained. Employees choosing to opt out of the District health plan shall receive no additional compensation beyond that described in this section.

C. Retiree Medical Premiums

The District contribution towards retiree medical premiums will be available only to those retirees and their dependents or survivors who meet the eligibility criteria established by the District and/or the medical care provider.

Retirees may be enrolled in the plan of their choice or in effect for members of the bargaining unit from which they retired if they meet that plan's eligibility requirements. Retirees who are ineligible, due to a change in the medical plan for active employees, may enroll in an alternate health plan and be reimbursed for their premiums, according to the vesting schedules described below.

Retirees eligible for Medicare must enroll in a Medicare supplemental plan. To be eligible for paid retiree medical from the District, the retiree must not be entitled to receive equivalent health care through current or prior employment or the military. Reimbursement for the Medicare Part B costs shall be available from any unused portion of the retiree medical premium.

Vesting Schedule:

Tier 1 - Employees hired before July 2013

- a. Less than 15 years of District service: The District will reimburse retirees up to \$540 per month for retiree medical premiums paid to its medical plan provider.
- b. 15 or more years of District service: The District will reimburse retirees up to ~~\$1,255.54~~^{\$149.00} per month, as of July 1, 201~~9~~⁶, for retiree medical premiums paid to its medical plan provider. The District reimbursement will increase by 3% effective July 1st of each successive calendar year.

Tier 2 - Employees hired after July 2013

The District will contribute up to \$540 per month for reimbursement of retiree medical premiums.

Retirees in Tier 1 & Tier 2 must submit evidence of medical insurance payment each month to receive reimbursement from the District. Retirees have up to three (3) months to submit requests for retiree medical insurance reimbursement.

Tiers 1 and 2

Survivor Premiums

For a period of one year, the District shall continue to provide and pay for medical coverage for the surviving dependent(s) of an employee or retiree whose death occurs when the dependent(s) are receiving medical benefits from the District.

ARTICLE 8 VACATION

- A. **Eligibility.** Each full-time regular employee shall be eligible for vacation with full pay after six (6) months continuous employment. All vacations shall be scheduled upon prior approval of the Division Manager or General Manager. Introductory and contract employees shall not be entitled to vacation.
- B. **Accrual Rates**

Tier 1 - Employees hired before July 2013

Eligible full-time regular employees shall accrue annual vacation on the following basis:

YEARS OF COMPLETED FULL-TIME ANNUAL VACATION

TIME CONTINUOUS SERVICEACCRUAL

0 - 1 years	10 days per year
1+ year - 5 years	15 days per year
5+ years – 15 years	20 days per year
15+ years	22 days per year

Part-time employees shall accrue annual vacation on a pro-rata basis, based upon the hours actually worked by each employee. No employee shall be permitted to accrue unutilized annual vacation in excess of 60 days (480 hours).

Tier 2 - Employees hired after July 2013YEARS OF COMPLETED FULL-TIME ANNUAL VACATIONTIME CONTINUOUS SERVICEACCRUAL

1 - 3 years	10 days per year
4 year - 8 years	15 days per year
8+ years	20 days per year

Part-time employees shall accrue annual vacation on a pro-rata basis, based upon the hours actually worked by each employee. No employee shall be permitted to accrue unutilized annual vacation in excess of 45 days (360 hours).

- C. Compensation in Lieu of Vacation. Each regular employee who separates from the District shall be entitled to compensation for all accrued but unutilized vacation, not to exceed the maximum allowed accrual of 60 days (480 hours) for Tier 1 employees and 45 days (360 hours) for Tier 2 employees. Vacation is accrued daily.
- D. Policy on Vacation Usage. Employees are encouraged to utilize their yearly vacation accrual on an annual basis.
- E. Management Leave. In addition to vacation accrual pursuant to the preceding paragraphs of this section, each unit Division Manager shall also be granted six (6) days of management leave each fiscal year. This leave may be taken only in the year in which it is granted, and no accrual or carry-over of unused management leave shall be allowed. No payment for unutilized management leave shall be allowed.

ARTICLE 9 SICK LEAVE

Sick leave shall be available to employees for time off associated with sickness, disability or other health issues.

- A. Credits, Accumulation, Compensation. Sick leave with full pay shall be accrued by every regular and introductory employee at the rate of one day per month. Part-time employees shall accrue sick leave at this same rate, pro-rated in proportion to the hours they actually serve, calculated on a daily basis. All unused days of sick leave shall be accumulated. There is no accrual limit for unutilized sick leave. At the time of termination of service, Tier 1 employees, hired prior to July 2013, shall be paid for a maximum of 75 days (600 hours) of accumulated sick leave. Tier 2 employees, hired after July 2013, shall be paid for a maximum of 30 days (240 hours) of accumulated sick leave. Any regular employee, Tier 1 or Tier 2, separated from service with less than one year's longevity as a regular employee shall not be entitled to payment for unused sick leave. An employee whose retirement date is within four months of his or her separation date from the District may choose to convert all or a portion of their unused sick leave to a credit of .004 years of service for each unused day of sick leave.
- B. Charges. Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Employees may charge absences related to Pregnancy Disability Leave or Family Medical Leave against accrued sick leave. When sickness or injury is work-related, the regulations of the California Workers' Compensation Law shall apply. Sick leave shall not be granted to an employee for work-related sickness or injury incurred while employed elsewhere.
- C. Notification and Certification. In order to be granted sick leave for any period of time, employees shall, no later than four hours after the time established for reporting to work, notify their supervisor of their inability to report for work and the reason therefore. When an employee requests credit for more than three (3) consecutive days of sick leave or more than four (4) days of sick leave in any one thirty (30) day period, said employee shall file with his supervisor a certificate from a physician stating the justification for such absence.

ARTICLE 10 OTHER LEAVES

- A. BEREAVEMENT OR CRITICAL FAMILY ILLNESS LEAVE. Up to three (3) days of leave with pay per year may be requested by an employee to attend to the critical illness or the funeral of any member of the immediate family. Members of the immediate family are the mother, father, grandmother, grandfather, grandchild of the employee, the spouse/domestic partner of the employee, step-children, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative or person living in the immediate household of the employee. There shall be no accrual of bereavement leave.
- B. JURY OR WITNESS DUTY. In accordance with the provisions of Government Code Section 1230.1, deductions in the amount paid as witness or jury fees shall be made from the salary of an employee who is subpoenaed or appears as a witness or is called to jury duty.

Employees summoned to jury or witness duty shall receive only their regular salary for a period not exceeding 8 weeks per annum and shall, unless they elect to take vacation or other leave, be excused from their regular duty only to the extent necessary to fulfill their obligations as jurors or witnesses. Except as provided below, no other form of premium or extra compensation shall be paid for any time spent while serving as a witness or juror.

If an employee is subpoenaed as a witness in connection with his/her official duties as a District employee, the time actually spent serving as a witness shall be considered work time.

This section shall not apply to an employee who is a party or an expert witness.

C. LEAVES OF ABSENCE.

1. Non-disability Leave of Absence. A leave of absence without pay may be granted by the General Manager for a regular employee for a period not to exceed two months. Granting of such leave is dependent upon the needs of the District and is totally discretionary. Requests for such leaves and action thereon will be in written form
 - a. The Employee shall, except in extraordinary circumstances, notify the District thirty (30) days before the leave is anticipated to begin.
 - b. When the leave is commenced, the employee will be placed on leave in a non-pay status. Use of sick leave, compensatory time, and/or vacation time and holidays may be requested, so long as these leave banks have been accrued, and their use is approved by the General Manager. Sick leave, vacation and holiday credits cease to accrue once the leave of absence is commenced.
 - c. During any non-disability leave of absence, the District will maintain the employee's medical, dental, vision, life and long-term disability insurance at the employee's expense, subject to the restrictions of the policies. The employee will be placed on leave of absence status with PERS. Employees are responsible for timely payment of the entire premium payment while on leave of absence exceeding one full calendar month and are subject to plan termination in the event such payment is not received by the District.
2. Disability Leave of Absence. Based upon medical evidence of disability and a written request from the employee, any employee shall be entitled to a disability leave of absence for a period of time up to 120 days.
 - a. The employee shall, insofar as possible, notify the District 14 days before the leave is anticipated to begin.

- b. When the leave is commenced, the employee will be placed on disability leave in a non-pay status. Use of sick leave, compensatory time, and/or vacation time and holidays may be requested, so long as these leave banks have been accrued, and their use is approved by the General Manager. Sick leave, vacation and holiday credits will cease to accrue once the leave of absence is commenced.
- c. During a disability leave of absence, the District will maintain the employee's medical, dental, vision, life and long-term disability insurance at the District's expense, subject to the restrictions of the policies. The employee will be placed on a leave of absence status with PERS.
- d. Actual duration and scheduling of the disability leave shall be based upon the doctor's certification of disability. The District reserves the right to have a physician of the District's selection verify the disability.

It is possible that non-disability and disability leaves of absence could be utilized sequentially.

For a leave of absence requested by the employee, the employee's position will be held open for that employee during the leave of absence, or if that is not possible, a different but similar position will be made available when the employee returns to work.

Once the approved leave period has lapsed, the employee must return to work or be terminated. Any employee who fails to report for duty as scheduled after a leave of absence shall be considered to have abandoned and constructively resigned his/her position unless the General Manager has granted an extension.

Notwithstanding any other provision of this section, the Board of Directors may, by resolution, make provisions for other leaves of absence without pay.

ARTICLE 11 HOLIDAYS

A. HOLIDAYS.

The District shall be observed the following listed days as legal holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Presidents' Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Veterans Day
Labor Day	

- B. If one of the above listed holidays falls on Sunday, the following Monday shall be the holiday in lieu of the day observed. If one of the above-listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. When the day on which a District holiday is observed on an employee's regularly scheduled day off, during the employee's regularly scheduled vacation, or if the General Manager requests the employee to work on that day, the worker shall be entitled to holiday pay of up to 8 hours. In addition, all actual hours required to be worked on a holiday shall be converted to vacation time at the rate of 1-1/2 times and added to the employee's vacation leave balance.

C. FLOATING HOLIDAYS

Regular full-time and regular part-time employees shall be given two floating holidays on July 1st of the fiscal year. For new employees hired between July 1st and December 31st, floating holiday will be pro-rated to one day. For new employees hired after December 31st, then no floating holiday will be given in the current fiscal year the employee is hired. ~~Regular full-time and regular part-time employees shall be given two floating holidays each fiscal year.~~ Floating holidays will be defined as entire days off, with up to 8 hours paid time. Use of floating holidays will be subject to prior approval by the employee's supervisor. They will be granted after consideration of operational needs, in the same manner as vacation time. Both floating holidays must be used within the fiscal year that they are issued or they will be lost.

ARTICLE 12 SALARY TABLES

- A. The salary ranges listed in ~~Appendix C~~ Attachment A are hereby established as a basic salary plan. An employee shall be eligible for promotion to the next salary step by the General Manager upon recommendation of the Division Manager following six months satisfactory service in the first step and twelve months satisfactory service in each subsequent step.
- B. For the purposes of promotion eligibility, the determination of satisfactory services shall be a District right as defined within Article 4 of this Memorandum of Understanding. The General Manager may, in his discretion, approve an employee's promotion to any higher salary step at any time in order to make equitable salary adjustments or to compensate capable employees properly.
- C. A Y-rated employee is an employee whose rate of pay has been set above the highest step in the salary range by the Board of Directors.

- D. Salary Survey Recommendation. Annually, preceding the setting of the budget, the General Manager may make a recommendation to the Board of Directors regarding the initiation of a survey of compensation and or classification for the coming year. If such a survey is conducted, it shall be implemented in accordance with the approach described in Appendix B, and the results will be submitted to the Board with implementation recommendations. The information contained in the survey shall be shared with the Unit representatives at the same time, and shall be made part of the meet and confer process.

- E. Cost of Living Adjustment.

The Board may grant a cost-of living adjustment to employees on an annual basis to help maintain purchasing power.

Effective July 1, 2016, there shall be a cost of living salary increase of 3.0%.

~~Effective the first pay period in FY17/18, a salary increase of 2.0% will be implemented.~~

~~Effective the first pay period in FY18/19, a salary increase of 3.0% will be implemented.~~

Effective July 1, 2019, there shall be a cost of living salary increase of 3.25%.

Effective July 1, 2020, there shall be a cost of living salary increase of 3.0%.

Effective July 1, 2021, there shall be a cost of living salary increase of 3.0%.

Effective July 1, 2022, there shall be a cost of living salary increase of 3.0%.

Effective July 1, 2023, there shall be a cost of living salary increase of 2.75%.

- F. ~~Salary Survey Implementation.~~ ~~The compensation study that has been prepared by the District will be implemented upon the reestablishment and collection of the District's User Fee with all positions that are less than 95% of median receiving a salary adjustment to the level of 95% of median.~~

~~At the time the survey is implemented, the salary ranges/steps will be adjusted for uniformity and will look like the **Attachment B** titled "Salary Chart After Survey Adjustment" which includes the 3.0% COLA. Employees will be placed in the appropriate range and step for their new salary adjusted for the survey. The revised placements are shown in the **Attachment C** titled "Salary Range Adjustments by Position after Salary Survey Adjustment."~~

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~~Should the compensation study not be implemented by June 30, 2018, the Unit shall have the right to reopen this Memorandum of Understanding.~~

ARTICLE 13 OVERTIME AND OTHER PAID TIMES

- A. Only FLSA non-exempt employees shall receive pay for overtime.
- B. Overtime work is performed either before or after the normal or assigned work schedule in excess of forty hours per week. Overtime also refers to hours employees are called back to work which fall outside of their regular work schedule. Time spent on District property which is not time spent working, either before or after work, or during the lunch period, shall not be included as overtime worked.
- C. Pay for overtime shall be at the rate of one and one-half times the rate of regular pay for any hours worked beyond 40 straight-time hours actually worked in a week. Additionally, the eight hours paid for holidays shall be included in the computation of the 40 hours required before overtime is paid.
- D. Overtime is reported in quarter hour increments.
- E. Overtime shall be worked only upon the approval of a Division Manager or his/her designee if absent. Approval may be verbal and documented at a later date and shall indicate the time to be worked and the reason for the overtime.
- F. The District work week is Monday through Sunday. Unless otherwise defined, the work period is eight hours each day, to begin at 8 AM and end at 5 PM, Monday through Friday. Each employee is entitled to one hour for lunch between noon and 1 PM. These hours apply to all employees unless the Division Manager approves other arrangements.
- G. The General Manager shall maintain a current classification of employee positions that are exempt and non-exempt under the Fair Labor Standards Act.
- H. The General Manager shall establish for each non-exempt position the designated work period, the designated work hours and the designated rate of pay. All such determinations shall be provided to each employee and shall be filed in the personnel file.
- I. Compensatory Time — Exempt employees will receive compensatory time for any “overtime” worked. Compensated time will be granted on an hour-for-hour basis and must be used by the end of the six-month period in which it was accrued, or it will be

lost. The cut-off dates in which to use the compensatory time accrued within a six-month period are June 30th for January 1 – June 30 and December 31st for July 1 – December 31 of each calendar year. At the start of each six-month period, each exempt employee will have a zero balance of compensatory time, unless otherwise approved by the General Manager. The District will not pay cash or otherwise offer compensation for accumulated compensatory time under any circumstance.

I.J. Out of Class Pay – An employee who is required to perform all the duties that is normally performed by a higher paid position shall be paid a salary that is equivalent to Step 1 of the higher paid position or a 5% premium (whichever is greater) after 10 consecutive business days of working in the higher paid position. An employee is considered to be working “out of class” when designated for duties identified in writing by the General Manager, for a specific period of time.

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ARTICLE 14 MILEAGE ALLOWANCE

Any employee of the Monterey Peninsula Water Management District ~~other than the General Manager~~ who is required to operate his/her own or a privately owned automobile for the execution of official duties shall be allowed, reimbursed and paid the rate equivalent to that specified in current IRS guidelines.

ARTICLE 15 TRAVEL EXPENSE

In addition to the mileage allowance provided for, an employee of the Monterey Peninsula Water Management District is entitled to receive reimbursement for his/her actual and necessary expenses for other transportation and for meals, lodging, and incidentals incurred as a result of travel assigned as part of his/her official duties upon prior authorization of the Division Manager and approval of the General Manager.

ARTICLE 16 TRAINING.

The District strongly encourages training and education and shall reimburse tuition fees, cost of study materials, or other incidental training expenses when directly related to the functions of the employee, providing that the employee show proof of attaining a grade of C or better in a graded course or a satisfactory completion in a non-graded course. Tuition reimbursement shall not exceed \$3,000 per year. Approval for such training shall be at the discretion of the General Manager. The General Manager shall not authorize utilization of normal working hours for long-term schooling without prior Board approval.

ARTICLE 17 DISCIPLINARY ACTIONS

- A. Disciplinary Actions. The General Manager, for just cause, may take disciplinary action against any employee in the service of Monterey Peninsula Water Management District, provided that the rules and regulations prescribed herein are followed. Only a regular employee, not on introductory status, who has over six (6) months of continuous service, has the right to appeal pursuant to this section. As used in this section, "Disciplinary Action" shall mean dismissal, suspension, or formal written reprimand. No full or part-time employee serving on an introductory status is entitled to appeal pursuant to this Section 21, or any of its sub-parts.

Cause for discipline may include but is not limited to:

1. Incompetence, inefficiency or dereliction in the performance of the duties of his/her position.
2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to failure to possess required licenses, and failure to pass required tests).
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty or in the care or use of District property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, directors, or the public.
6. Dishonesty.
7. Possession of or drinking of alcoholic beverages on the job or reporting for work while intoxicated.
8. Addiction to the use of narcotics or a restricted substance, possession or use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substances.
9. Personal conduct unbecoming an employee of the District in the course of performing her/his duties. Such conduct is defined as that which would undermine District goals and objectives and/or the employee's ability to perform the duties of his/her position.

10. Engaging in political activity during assigned hours of employment including, but not limited to, campaigning on behalf of any candidate for public office, including himself or herself, whether by speaking, soliciting funds or support, distributing handbills, using any District property, equipment or facility for any political purpose during regular duty hours or after duty hours unless the use thereof is by law for such purposes and the employee has obtained prior written authorization from the General Manager or his authorized representative.
 11. Conviction of any crime involving moral turpitude.
 12. Absence without leave for three consecutive days or repeated tardiness.
 13. Abuse of illness leave privileges.
 14. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
 15. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
 16. Willful or persistent violation of the rules and regulations of the District.
 17. Any willful conduct tending to injure the public service.
 18. Abandonment of position or excessive absenteeism.
 19. Physical or mental incapacity.
- B. Notice of Disciplinary Action. Disciplinary actions, except reprimands, shall be taken against an employee having regular status by service upon such employee of a written notice of such action.

The notice of disciplinary action shall include the following:

1. The nature of the disciplinary action;
2. The effective date of the action;

3. The causes for the action and the material on which it is based, in ordinary concise language with the dates and places thereof, when known;
 4. A statement that the material upon which the action is based is available for inspection; and
 5. A statement as to the right of representation and appeal that shall include a referral to the section of this MOU titled "Grievance Procedure".
- C. Service of a Notice of Disciplinary Action shall be made as provided below, except when emergency or other special circumstances require immediate action:
1. Delivery to the employee, either personally or by United States Postal Service to the current address listed in the employee's personnel file, shall be made no less than five (5) calendar days prior to the effective date of any punitive action against the employee. In emergency situations, the five (5) day prior notice requirement shall not apply to the following disciplinary actions but may be given within a reasonable time after the commencement of such discipline:
 - ~~a. Reprimand.~~
 - ab. Suspension without pay of five (5) days
 - be. Suspension with pay of twenty (20) days or less.
 2. The notice of disciplinary action is accompanied by the advice that the employee may respond either verbally or in writing to the representative imposing the action prior to its effective date and may be represented in the response.
- D. Reprimand. The General Manager may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be included in the employee's personnel file and the employee shall have the right of rebuttal. The General Manager may correct the reprimand or notice of reprimand at his/her discretion. A written reprimand does not require a notice of disciplinary action.
- E. Suspension Without Pay. Any suspension invoked as a disciplinary action under this section against an employee, whether for one or more periods, shall not exceed fifteen (15) calendar days in any one (1) calendar year; provided, however, that where a suspension is made because of criminal information or indictment filed against such employee, the period of suspension may exceed ninety (90)

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calendar days and continue until, but not after, the dropping of charges or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges, and salary while on such suspension.

- F. Suspension With Pay. Notwithstanding other provisions of this section, an employee may be suspended with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the General Manager that circumstances exist that make the immediate removal of the employee to be in the best interests of the Monterey Peninsula Water Management District, and that the employee cannot be effectively used in his/her job.

Notwithstanding the above provision, the General Manager may suspend an employee at any time for reasons of investigation for disciplinary action. Written notice of such suspension shall be given the suspended employee as soon as possible, but not later than seventy-two (72) hours after such action is taken. Such suspension is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. The General Manager may reinstate any such suspended employee to his/her position for good cause and shall, upon reinstatement, restore his/her rights and privileges with back pay for time lost.

- G. Dismissal. The continued tenure of each employee shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.
- H. Absence Without Leave Termination. An employee who takes an unauthorized leave of three or more days may be deemed to have resigned their position.

ARTICLE 18 GRIEVANCE PROCEDURE

- A. Purpose. The purpose of the grievance procedure is to promote improved employer-employee relations by establishing a procedure for the prompt settlement of certain disputes, herein after defined as grievances.

A grievance shall be defined as a claim by an employee or group of employees of a violation, misinterpretation and misapplication, or improper application of written regulations, resolutions, ordinances, or a memorandum of understanding applicable to the employee. Any appeal of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to this section.

- B. Applicability. Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:
1. The exercising of management rights by Monterey Peninsula Water Management District, as defined in Article 4, District Rights.
 2. Any matter for which a statutory appeal procedure exists;
 3. Complaints relating to Equal Opportunity, Occupational Health and Safety, or Workers Compensation;
 4. The imposition of disciplinary action with respect to an employee on introductory status;
- C. Format. All grievances must be in writing. Grievances must explicitly specify the policy or the particular section of the agreement, rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. An employee is entitled to individual representation at the employee's expense at any step of the grievance procedure.
- D. Processing Grievances.
1. The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances.
 4. In no case shall Monterey Peninsula Water Management District vehicles be used for transportation by employee representatives in connection with the processing of grievances nor will reimbursement be considered for the use of private vehicles.
- E. Grievance Procedure Steps.
1. Informal Discussion.
 - a. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance.
 - b. Every effort shall be made to resolve the grievance at this level.
 2. Formal Written Grievance.

- a. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the General Manager.
- b. Within five (5) working days of receipt of the grievance, the General Manager shall schedule a meeting with the grievant, and the grievant's representative, if she/he so chooses, to discuss the grievance. Within five (5) working days of the grievance meeting, the General Manager shall deliver a written decision to the grievant. Any grievance settled at this step shall be subject to Board review.

3. Appeal to the Board

Board review will only be initiated upon written application. Said written appeal shall be filed with the Clerk to the Board and state the basis of the appeal. Any appeal based upon a disciplinary action shall contain a specific admission or denial of the material allegations contained in the notice of disciplinary action.

At the next regularly scheduled meeting of the Monterey Peninsula Water Management District Board, after the filing of the order and appeal with the said Clerk, the Board shall determine whether it will hear the appeal or appoint a hearing officer for this purpose. If the Board determines to hear the appeal, it will set a time and place for such hearing and provide notice to the appellant. If the Board determines to appoint a hearing officer, the hearing officer shall be mutually agreed upon between the Board's representative and the representatives of the Unit. In the event that the parties cannot mutually agree on a hearing officer, the parties shall request a list from the California State Conciliation and Mediation Service. The Hearing Officer shall then be selected by the parties alternately striking names until one remains. The Hearing Officer shall commence a hearing on the appeal as soon as possible. The appellant and General Manager may appear personally and the appellant may be represented by a Unit representative and/or by counsel at the hearing. The hearing shall be public unless the appellant requests a private hearing.

Before the hearing has commenced and during the course of the hearing, the hearing officer shall issue subpoenas "duces tecum" at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the General Manager shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence

against him/her. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing, the burden of proof shall be upon the appellant except in matters of discipline where the District is the moving party and therefore has the sole burden of proof.

At the conclusion of the hearing, the Board or the hearing officer shall prepare a summary record of the proceedings and prepare findings, conclusions and decision.

Where the Board has determined that a hearing officer will hear the appeal, the hearing officer shall submit a copy of said record and draft findings, conclusions and decision to the Board.

Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board, the Board shall adopt such recommended findings, conclusion and decision, or shall reject the recommendations of the hearing officer and adopt its own findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the General Manager. The decision of the Board shall be final, and any review of said determination must be commenced within the time set forth in the Code of Civil Procedure, Section 1094.6.

ARTICLE 19 OTHER EMPLOYMENT.

No employee shall engage in any occupational or outside activity which is incompatible with his/her employment.

An employee engaging in any occupation or outside activity for compensation shall inform his or her Supervisor of the time required and the nature of such activity. An employee engaging in any occupation or outside activity which may be incompatible with Monterey Peninsula Water Management District employment or for compensation, who fails to inform his/her supervisor of such occupation or activity, may be subject to disciplinary action up to and including dismissal.

ARTICLE 20 JOB SHARING.

The General Manager may hire two part-time employees to fill a regular full-time position if the Division Manager determines that the duties of the position can be shared.

ARTICLE 21 REDUCTION IN FORCE**A. General.**

From time to time reductions in staff may be necessary. These reductions, (layoffs) occur without prejudice and without fault on the part of any employee. Reductions usually happen as a result of decrease or curtailment in revenues, reorganization of staff, termination of a program or activity, modification or change in service requirements or in the interest of efficiency or economy. Such changes are inevitable given the nature and mission of MPWMD. Alternatives to avoid or limit layoffs will be carefully considered. Unit representatives shall be given at least ten (10) days advance notice before a reduction in force that effects Confidential Staff Unit employees is presented to the Board for action and sixty (60) days advance notice before a reduction in force is implemented. Upon request, the District shall meet with the Unit representatives to discuss alternatives to an impending layoff. However, if the District deems layoffs necessary, the parties shall meet and confer over the effects of such layoffs on the employees within the bargaining units. The District retains full authority to determine what measures are most appropriate under the circumstances.

B. Definition

A reduction in force or layoff is an involuntary separation of an employee from a class of position and from District service. Depending on the circumstances, it may be temporary or permanent.

C. Notice

An employee with one or more year's continuous service with the District shall receive as much notice as possible, but in no event shall notice be given less than two weeks before their effective layoff date.

D. Procedures

In the instance where reduction is necessitated by the termination of a program, employees will be laid off as dictated by mission requirements determined by the General Manager. Employees will be placed on a layoff list, within their job classification, according to their category of employment. For purposes of layoff, categories are rank ordered as follows:

1. Limited-Term employees
2. Employees in introductory periods
3. Part-time regular employees
4. Full-time regular employees

An employee's position on the layoff list shall be based on the employee's total continuous service with MPWMD. For this purpose, continuous service includes employment as a limited-term, temporary, and part-time employee, excluding any break in service.

E. Recall.

If within six months of being laid off it is necessary for the District to increase the work force, laid off employees may be recalled to a vacancy in the last position held with the District or to a comparable position for which she or he is qualified. Such recalls will be according to continuity of employment, i.e., employees with greater continuity of employment e.g., higher in the layoff list, will be recalled from layoff first and placed in available positions, provided they have the necessary skills to perform the required tasks efficiently and are available. Recall notice to employees on layoff will be sent by certified mail to the employee's last known address. An employee must make a written commitment to return to work from layoff within four working days after receipt of notice to return to work and, return to work with the District within 15 days of first notification or lose all recall privileges.

Employees who have been on layoff status longer than six months are not eligible to be recalled, but may apply for advertised employment opportunities and be considered for employment with the District.

Regular employees who are laid off will be notified of advertised vacancies for which their employment records indicate they may be qualified, for 12 months following layoff, if they keep the District advised of their current address and telephone number.

F. Benefits.

Employees who have been laid off are not entitled to benefits. However, they may be eligible for a continuation of some benefits under COBRA and for state unemployment insurance. Information on these topics will be provided by the Human Resource Analyst.

G. District Dissolution or Merger

MPWMD recognizes that a set of changed circumstances would arise, having an effect upon terms and conditions of employment with the District, in the event the District was dissolved, or its functions merged into another existing agency. The District agrees to meet and confer with the Confidential Unit to discuss whether these changed circumstances provide cause to modify terms and conditions of employment. Accordingly, this agreement shall be re-opened, and subject to modification as to wages, hours, terms of employment and working conditions, upon approval of legislation by both the California State Assembly and Senate, the effect of which would be to dissolve the District, or merge its functions into another existing public agency.

ARTICLE 22 DRUG-FREE WORKPLACE POLICY

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees. It subjects all employees as well as visitors to our facilities and work sites to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently.

In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Any employee violating the policy is subject to discipline, up to and including termination for the first offense.
2. Should an employee be required to take any kind of prescription or nonprescription medication that could affect job performance, the employee is required to report this to his/her supervisor. The supervisor will determine if it is necessary to temporarily place the employee on another work assignment or to take other action as appropriate.
3. Employees have the right to know the dangers of drug abuse in the workplace, the District's policy about it, and what help is available to combat drug problems. The District will provide educational material and conduct training for all employees on this subject. The District also recognizes that substance abuse is treatable and is willing to provide referral assistance to those who want to understand and correct their problem before it impairs their performance and jeopardizes their employment. One source of treatment for drug/alcohol dependency is provided to District employees through their coverage under the District's Employee Assistance Plan.
4. Any employee convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence.
5. The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

ARTICLE 23 VIOLENCE IN THE WORKPLACE POLICY

The Monterey Peninsula Water Management District recognizes the importance of maintaining a safe and violence-free workplace. In that spirit, all weapons are banned from the District. No District employee, customer, or visitor is allowed to carry weapons of any sort on District property or in a District vehicle. All employees are required to immediately report any sightings of weapons or violent behavior on the premises or at their work sites.

It should be noted that a good deal of District business is conducted off of District property. Therefore, employees must be aware of the need to always take safety and security precautions when performing their duties on private property. However, District employees are prohibited from carrying weapons while conducting District business. Any violent behavior directed at District employees, either while they are conducting District business or related to the conduct of District business, should be immediately reported to the General Manager.

ARTICLE 24 WELLNESS PROGRAM

Employees are encouraged to participate in a fitness program. However, participation is voluntary, and employees do it at their own risk. To further encourage the wellness of its employees, the District authorizes employees (upon approval of an employee's supervisor) who participate in aerobic physical exercise (walking, jogging, swimming, etc.) to use up to 30 minutes of regular work time for this purpose.

Exercise is normally done over the lunch hour, with an extension of 30 minutes. This amount of time is intended to allow the exercising employee the opportunity to receive a thorough aerobic workout, and time to return to work refreshed and relieved of stress. A shower is available for employee use. Approval of wellness time will be dependent upon the division workload and coordination with the schedules of co-workers.

ARTICLE 25 SEVERABILITY

If any section, sub-section, paragraph, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being hereby expressly declared that this resolution and each section, sub-section, paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that any one or more sections, sub-sections, paragraphs, sentences, clauses or phrases be declared invalid or unconstitutional.

ARTICLE 26 TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July 201~~9~~⁶ and shall remain in full force and effect without change, addition or amendment through June 30, 20~~24~~⁴⁹, and shall be renewed thereafter subject to reopening by either party upon written notice to the other party no ~~more~~-~~less~~ than 120 days prior to June 30, 20~~24~~⁴⁹ or any June 30 anniversary date thereafter.

David J. Stoldt
General Manager
Monterey Peninsula Water Management District

Date

Suresh Prasad
Confidential Staff Bargaining Unit Member

Date

~~Cynthia Schmidlin~~
~~Confidential Staff Bargaining Unit Member~~

~~Date~~

Arlene Tavani
Confidential Staff Bargaining Unit Member

Date

APPENDIX A - JOB CLASSIFICATIONS - CONFIDENTIAL BARGAINING UNIT

Administrative Services Manager/Chief Financial Officer
Executive Assistant
Human Resources Analyst

APPENDIX B - PERSONNEL COMPENSATION POLICY**A. PURPOSE:**

The purpose of this policy is to detail the Monterey Peninsula Water Management District's (or "District's") policy for setting the compensation for its employees. The District's compensation policy is important since it establishes the framework in which compensation decisions are made. Adoption of this policy by the District shows consensus regarding the District's compensation practices, and the information presented in each of the following areas will assist District staff in managing the plan over time:

1. Compensation Goals and Objectives
2. Criteria for Selection of Labor Market Survey Agencies
3. Use of Private Sector Employers
4. Labor Market Position
5. Point of Comparison
6. Survey Classification Selection
7. Compensation Survey Scope

B. COMPENSATION GOALS AND OBJECTIVES

The District's compensation plan is an important element of its personnel system and should accomplish the following goals and objectives:

1. Ensure that the Monterey Peninsula Water Management District has the ability to attract and retain well-qualified personnel
2. Provide a defensible and technically sound basis for compensating employees
3. Allow flexibility and adaptability for making District-wide compensation decisions based on changing market conditions
4. Recognize the Monterey Peninsula Water Management District's responsibility as a public agency in establishing a pay plan which is consistent with prudent public practices
5. Ensure that the District's compensation practices are competitive and consistent with those of comparable employers

C. CRITERIA FOR SELECTION OF LABOR MARKET SURVEY AGENCIES

The general objective in selecting survey agencies is to define as accurately as possible the District's "labor market." A labor market is generally that group of

agencies with which the District competes in terms of recruiting and retaining personnel. Because of the uniqueness of the Monterey Peninsula Water Management District, the selection of the labor market survey agencies for the District involves the analysis of a variety of (special) factors. In order to select a list of comparable agencies, the following guidelines should be used:

1. Geographic Proximity Since the Monterey Peninsula Water Management District resides within Monterey County, competing area agencies within this county and/or its closest adjacent counties are the primary survey agencies to consider. Ideally, the geographic area should be limited to a region, which contains a sufficient number of comparably sized agencies (these are arguably the District's closest market competitors). Since, in the case of the Monterey Peninsula Water Management District, insufficient comparable water management agencies exist within close geographic proximity, a more extensive regional labor market is necessary.
2. Employer Size While employer size is a consideration, it is more important to find agencies which provide similar services within the geographic region. Since there are not many agencies which fit this initial criterion, size should not be used as a key selection component in Monterey Peninsula Water Management District's case.
3. Nature of Services Provided -Another criterion typically utilized in identifying an organization's labor market is the nature of services provided. This criterion is important for the following reasons:
 - a) Employers who provide similar services are most likely to compete with one another for employees
 - b) These employers are most likely to have comparable jobs
 - c) These employers are most likely to have similar organizational and economic characteristics

This factor requires that the labor market include a significant number of comparable water agencies. This is difficult in the case of the Monterey Peninsula Water Management District, given the water and resource management role of the agency.

4. Cost of Living Differences -To ensure consistency in the cost of living of each survey location, a cost of living index should be used for comparison with the District. This index identifies the percentage difference in cost of living between each survey location and the Monterey Peninsula Water Management District. Any location with a cost of living index greater than 100 has a higher cost of living while indices less than 100 indicate a lower cost of living. Generally, differences of less than five percent are not

statistically significant. The use of a cost of living index minimizes the possibility of significant data skewing.

While it is impossible to find agencies that are exactly comparable to the Monterey Peninsula Water Management District, the agencies selected should provide a representative "picture" of comparable agencies. In order to ensure that a sufficient and valid sample of data is collected, 12 to 15 survey agencies should be used. The agencies used for comparison will be subject to review and revision in future compensation studies.

D. LABOR MARKET POSITION

It is necessary for the District Board of Directors to define the position in the labor market at which the District desires to compete. Considering that the survey agencies represent both a comprehensive and balanced set of employers, it is recommended that all initial analyses be based on the labor market *median*, versus the mean (average) or a percentile rank based statistic, in which a percentage of the data is above or below a specific point. The market median is the most stable statistical measure, in which half of the data is above the median and half the data is below. This statistic is based on the ranking of the data and represents the "middle" of the data set. The median statistic is stable for highly variable data sets and will not be significantly skewed by unusually high or low payers, or the addition of some larger survey agencies. Some key elements for consideration when setting the labor market position include:

1. The District's ability to pay
2. Priority of compensation versus other expenditures
3. Recruitment and retention problems
4. Private sector trends and their priority
5. Quality of staff required

A solid, defensible labor market position relies on a balancing of these factors in order to meet the District's compensation goals and objectives. This compensation policy sets the labor market median as the labor market position for the Monterey Peninsula Water Management District. The District may choose to place certain classes above the market median when characteristics unique to the District's position vs. labor market comparable positions, merit this consideration. For example:

1. Difficulty in recruitment and retention
2. High public contact and/or visibility
3. High level of responsibility and autonomy

E. POINT OF COMPARISON

When comparing District salaries with market agencies, it is important to establish a consistent point of comparison. Since all the agencies used in the market survey utilize pay range structures, a critical analysis is needed to find the salary range “control point.” This is the top step or range maximum for those agencies that use the range maximum as the control point. Control point salaries are used if the agency’s range structure utilizes a mid-point or similar reference point. The range control point is that point in the salary range that:

1. Is used to “anchor” the pay range to the labor market
2. Employees will attain through step increases or other increases based on satisfactory performance (range progression beyond the control point is usually based on superior job performance)

Since the District allows employees to reach the range maximum through usual salary range progression, the range maximum is used as the point of comparison with the market agencies.

F. SURVEY CLASSIFICATION SELECTION

Survey classifications represent a sample of all classifications contained in the District’s classification plan and provide a reference point for the extrapolation of salary recommendations for non-survey classes. The criteria utilized in selecting these survey classifications are as follows:

1. Survey classes should have a clear and identifiable relationship to other classes in their occupational group. This assures that they will make good references in relating and establishing salaries for other classes.
2. They should be reasonably well known, and clearly and concisely described.
3. They should be commonly used classes such that counterparts may readily be found in other agencies in order to ensure that sufficient compensation data will be compiled.

These factors ensure that appropriate data can be collected in order to select benchmark classes and to determine appropriate internal salary relationships. Because of the size of the District and the unique characteristics of certain job classes, all job families should be represented in the scope of the survey.

G. COMPENSATION SURVEY SCOPE

A systematic methodology and approach supporting the collection and analysis of labor market survey data will provide the District with the guidelines it needs to update the survey in future years.

In addition to collecting base salary information, total compensation data should also be obtained.

A systematic approach taken to collect the survey data will ensure the accuracy of the labor market data and will also serve to assist the District in maintaining a consistent, fair, and defensible compensation plan over time.

Future classification/compensation surveys will be considered as changes in the labor market become apparent, the District experiences difficulty in recruitment, hiring, or employee retention, or at such other times deemed appropriate by the Board.

ATTACHMENT A – SALARY CHART [PRIOR TO SALARY SURVEY ADJUSTMENT](#)

ATTACHMENT B – SALARY CHART AFTER SALARY SURVEY ADJUSTMENT

ATTACHMENT C — SALARY RANGE ADJUSTMENTS BY POSITION AFTER
SALARY SURVEY ADJUSTMENT

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2019-2020

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.25%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,029.36	3,180.83	3,339.87	3,506.86	3,682.20	44,186.40	
2	3,105.09	3,260.34	3,423.36	3,594.53	3,774.26	45,291.12	
3	3,182.72	3,341.86	3,508.95	3,684.40	3,868.62	46,423.44	
4	3,262.29	3,425.40	3,596.67	3,776.50	3,965.33	47,583.96	
5	3,343.85	3,511.04	3,686.59	3,870.92	4,064.47	48,773.64	
6	3,427.45	3,598.82	3,778.76	3,967.70	4,166.09	49,993.08	
7	3,513.14	3,688.80	3,873.24	4,066.90	4,270.25	51,243.00	
8	3,600.97	3,781.02	3,970.07	4,168.57	4,377.00	52,524.00	Office Specialist I
9	3,690.99	3,875.54	4,069.32	4,272.79	4,486.43	53,837.16	
10	3,783.26	3,972.42	4,171.04	4,379.59	4,598.57	55,182.84	
11	3,877.84	4,071.73	4,275.32	4,489.09	4,713.54	56,562.48	
12	3,974.79	4,173.53	4,382.21	4,601.32	4,831.39	57,976.68	Office Specialist II
13	4,074.16	4,277.87	4,491.76	4,716.35	4,952.17	59,426.04	
14	4,176.01	4,384.81	4,604.05	4,834.25	5,075.96	60,911.52	
15	4,280.41	4,494.43	4,719.15	4,955.11	5,202.87	62,434.44	
16	4,387.42	4,606.79	4,837.13	5,078.99	5,332.94	63,995.28	
17	4,497.11	4,721.97	4,958.07	5,205.97	5,466.27	65,595.24	
18	4,609.54	4,840.02	5,082.02	5,336.12	5,602.93	67,235.16	
19	4,724.78	4,961.02	5,209.07	5,469.52	5,743.00	68,916.00	Office Svcs. Sup./Acctg. Ofc. Spec.
20	4,842.90	5,085.05	5,339.30	5,606.27	5,886.58	70,638.96	
21	4,963.97	5,212.17	5,472.78	5,746.42	6,033.74	72,404.88	Res. Maint. Spec.
22	5,088.07	5,342.47	5,609.59	5,890.07	6,184.57	74,214.84	Env. Prog. Spec./Hyd. Tech.
23	5,215.27	5,476.03	5,749.83	6,037.32	6,339.19	76,070.28	
24	5,345.65	5,612.93	5,893.58	6,188.26	6,497.67	77,972.04	
25	5,479.29	5,753.25	6,040.91	6,342.96	6,660.11	79,921.32	
26	5,616.27	5,897.08	6,191.93	6,501.53	6,826.61	81,919.32	Exec. Asst./Cons. Rep. I
27	5,756.68	6,044.51	6,346.74	6,664.08	6,997.28	83,967.36	
28	5,900.60	6,195.63	6,505.41	6,830.68	7,172.21	86,066.52	GIS Specialist
29	6,048.12	6,350.53	6,668.06	7,001.46	7,351.53	88,218.36	Accountant/Cons. Technician
30	6,199.32	6,509.29	6,834.75	7,176.49	7,535.31	90,423.72	
31	6,354.30	6,672.02	7,005.62	7,355.90	7,723.70	92,684.40	HR Analyst
32	6,513.16	6,838.82	7,180.76	7,539.80	7,916.79	95,001.48	Cons. Rep. II
33	6,675.99	7,009.79	7,360.28	7,728.29	8,114.70	97,376.40	Assoc. Fisheries Biologist
34	6,842.89	7,185.03	7,544.28	7,921.49	8,317.56	99,810.72	
35	7,013.96	7,364.66	7,732.89	8,119.53	8,525.51	102,306.12	Cons. Analyst
36	7,189.31	7,548.78	7,926.22	8,322.53	8,738.66	104,863.92	
37	7,369.04	7,737.49	8,124.36	8,530.58	8,957.11	107,485.32	Assoc. Hydrologist
38	7,553.27	7,930.93	8,327.48	8,743.85	9,181.04	110,172.48	Hydrography Proj. Cord.
39	7,742.10	8,129.21	8,535.67	8,962.45	9,410.57	112,926.84	
40	7,935.65	8,332.43	8,749.05	9,186.50	9,645.83	115,749.96	
41	8,134.04	8,540.74	8,967.78	9,416.17	9,886.98	118,643.76	
42	8,337.39	8,754.26	9,191.97	9,651.57	10,134.15	121,609.80	WR Engineer
43	8,545.82	8,973.11	9,421.77	9,892.86	10,387.50	124,650.00	IT Mgr/Snr. Fisheries Biologist
44	8,759.47	9,197.44	9,657.31	10,140.18	10,647.19	127,766.28	
45	8,978.46	9,427.38	9,898.75	10,393.69	10,913.37	130,960.44	
46	9,202.92	9,663.07	10,146.22	10,653.53	11,186.21	134,234.52	
47	9,432.99	9,904.64	10,399.87	10,919.86	11,465.85	137,590.20	ERD Mgr
48	9,668.81	10,152.25	10,659.86	11,192.85	11,752.49	141,029.88	WDD Mgr
49	9,910.53	10,406.06	10,926.36	11,472.68	12,046.31	144,555.72	Snr. Hydrogeologist
50	10,158.29	10,666.20	11,199.51	11,759.49	12,347.46	148,169.52	
51	10,412.25	10,932.86	11,479.50	12,053.48	12,656.15	151,873.80	
52	10,672.56	11,206.19	11,766.50	12,354.83	12,972.57	155,670.84	
53	10,939.37	11,486.34	12,060.66	12,663.69	13,296.87	159,562.44	WRD Mgr
54	11,212.85	11,773.49	12,362.16	12,980.27	13,629.28	163,551.36	
55	11,493.17	12,067.83	12,671.22	13,304.78	13,970.02	167,640.24	ASD Mgr
56	11,780.50	12,369.53	12,988.01	13,637.41	14,319.28	171,831.36	
57	12,075.01	12,678.76	13,312.70	13,978.34	14,677.26	176,127.12	
58	12,376.89	12,995.73	13,645.52	14,327.80	15,044.19	180,530.28	
59	12,686.31	13,320.63	13,986.66	14,685.99	15,420.29	185,043.48	
60	13,003.47	13,653.64	14,336.32	15,053.14	15,805.80	189,669.60	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2020-2021

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,120.24	3,276.25	3,440.06	3,612.06	3,792.66	45,511.92	
2	3,198.25	3,358.16	3,526.07	3,702.37	3,887.49	46,649.88	
3	3,278.21	3,442.12	3,614.23	3,794.94	3,984.69	47,816.28	
4	3,360.17	3,528.18	3,704.59	3,889.82	4,084.31	49,011.72	
5	3,444.17	3,616.38	3,797.20	3,987.06	4,186.41	50,236.92	
6	3,530.27	3,706.78	3,892.12	4,086.73	4,291.07	51,492.84	
7	3,618.53	3,799.46	3,989.43	4,188.90	4,398.35	52,780.20	
8	3,708.99	3,894.44	4,089.16	4,293.62	4,508.30	54,099.60	Office Specialist I
9	3,801.71	3,991.80	4,191.39	4,400.96	4,621.01	55,452.12	
10	3,896.75	4,091.59	4,296.17	4,510.98	4,736.53	56,838.36	
11	3,994.17	4,193.88	4,403.57	4,623.75	4,854.94	58,259.28	
12	4,094.02	4,298.72	4,513.66	4,739.34	4,976.31	59,715.72	Office Specialist II
13	4,196.37	4,406.19	4,626.50	4,857.83	5,100.72	61,208.64	
14	4,301.28	4,516.34	4,742.16	4,979.27	5,228.23	62,738.76	
15	4,408.81	4,629.25	4,860.71	5,103.75	5,358.94	64,307.28	
16	4,519.03	4,744.98	4,982.23	5,231.34	5,492.91	65,914.92	
17	4,632.01	4,863.61	5,106.79	5,362.13	5,630.24	67,562.88	
18	4,747.81	4,985.20	5,234.46	5,496.18	5,770.99	69,251.88	
19	4,866.51	5,109.84	5,365.33	5,633.60	5,915.28	70,983.36	Office Svcs. Sup./Acctg. Ofc. Spec.
20	4,988.17	5,237.58	5,499.46	5,774.43	6,063.15	72,757.80	
21	5,112.87	5,368.51	5,636.94	5,918.79	6,214.73	74,576.76	Res. Maint. Spec.
22	5,240.69	5,502.72	5,777.86	6,066.75	6,370.09	76,441.08	Env. Prog. Spec./Hyd. Tech.
23	5,371.71	5,640.30	5,922.32	6,218.44	6,529.36	78,352.32	
24	5,506.00	5,781.30	6,070.37	6,373.89	6,692.58	80,310.96	
25	5,643.65	5,925.83	6,222.12	6,533.23	6,859.89	82,318.68	
26	5,784.74	6,073.98	6,377.68	6,696.56	7,031.39	84,376.68	Exec. Asst./Cons. Rep. I
27	5,929.36	6,225.83	6,537.12	6,863.98	7,207.18	86,486.16	
28	6,077.59	6,381.47	6,700.54	7,035.57	7,387.35	88,648.20	GIS Specialist
29	6,229.53	6,541.01	6,868.06	7,211.46	7,572.03	90,864.36	Accountant/Cons. Technician
30	6,385.27	6,704.53	7,039.76	7,391.75	7,761.34	93,136.08	
31	6,544.90	6,872.15	7,215.76	7,576.55	7,955.38	95,464.56	HR Analyst
32	6,708.52	7,043.95	7,396.15	7,765.96	8,154.26	97,851.12	Cons. Rep. II
33	6,876.23	7,220.04	7,581.04	7,960.09	8,358.09	100,297.08	Assoc. Fisheries Biologist
34	7,048.14	7,400.55	7,770.58	8,159.11	8,567.07	102,804.84	
35	7,224.34	7,585.56	7,964.84	8,363.08	8,781.23	105,374.76	Cons. Analyst
36	7,404.95	7,775.20	8,163.96	8,572.16	9,000.77	108,009.24	
37	7,590.07	7,969.57	8,368.05	8,786.45	9,225.77	110,709.24	Assoc. Hydrologist
38	7,779.82	8,168.81	8,577.25	9,006.11	9,456.42	113,477.04	Hydrography Proj. Cord.
39	7,974.32	8,373.04	8,791.69	9,231.27	9,692.83	116,313.96	
40	8,173.68	8,582.36	9,011.48	9,462.05	9,935.15	119,221.80	
41	8,378.02	8,796.92	9,236.77	9,698.61	10,183.54	122,202.48	
42	8,587.47	9,016.84	9,467.68	9,941.06	10,438.11	125,257.32	WR Engineer
43	8,802.16	9,242.27	9,704.38	10,189.60	10,699.08	128,388.96	IT Mgr/Snr. Fisheries Biologist
44	9,022.21	9,473.32	9,946.99	10,444.34	10,966.56	131,598.72	
45	9,247.77	9,710.16	10,195.67	10,705.45	11,240.72	134,888.64	
46	9,478.96	9,952.91	10,450.56	10,973.09	11,521.74	138,260.88	
47	9,715.93	10,201.73	10,711.82	11,247.41	11,809.78	141,717.36	ERD Mgr
48	9,958.83	10,456.77	10,979.61	11,528.59	12,105.02	145,260.24	WDD Mgr
49	10,207.80	10,718.19	11,254.10	11,816.81	12,407.65	148,891.80	Snr. Hydrogeologist
50	10,463.00	10,986.15	11,535.46	12,112.23	12,717.84	152,614.08	
51	10,724.58	11,260.81	11,823.85	12,415.04	13,035.79	156,429.48	
52	10,992.69	11,542.32	12,119.44	12,725.41	13,361.68	160,340.16	
53	11,267.51	11,830.89	12,422.43	13,043.55	13,695.73	164,348.76	WRD Mgr
54	11,549.20	12,126.66	12,732.99	13,369.64	14,038.12	168,457.44	
55	11,837.93	12,429.83	13,051.32	13,703.89	14,389.08	172,668.96	ASD Mgr
56	12,133.88	12,740.57	13,377.60	14,046.48	14,748.80	176,985.60	
57	12,437.23	13,059.09	13,712.04	14,397.64	15,117.52	181,410.24	
58	12,748.16	13,385.57	14,054.85	14,757.59	15,495.47	185,945.64	
59	13,066.86	13,720.20	14,406.21	15,126.52	15,882.85	190,594.20	
60	13,393.53	14,063.21	14,766.37	15,504.69	16,279.92	195,359.04	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2021-2022

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,213.85	3,374.54	3,543.27	3,720.43	3,906.45	46,877.40	
2	3,294.20	3,458.91	3,631.86	3,813.45	4,004.12	48,049.44	
3	3,376.56	3,545.39	3,722.66	3,908.79	4,104.23	49,250.76	
4	3,460.97	3,634.02	3,815.72	4,006.51	4,206.84	50,482.08	
5	3,547.49	3,724.86	3,911.10	4,106.66	4,311.99	51,743.88	
6	3,636.18	3,817.99	4,008.89	4,209.33	4,419.80	53,037.60	
7	3,727.08	3,913.43	4,109.10	4,314.56	4,530.29	54,363.48	
8	3,820.26	4,011.27	4,211.83	4,422.42	4,643.54	55,722.48	Office Specialist I
9	3,915.77	4,111.56	4,317.14	4,533.00	4,759.65	57,115.80	
10	4,013.66	4,214.34	4,425.06	4,646.31	4,878.63	58,543.56	
11	4,114.00	4,319.70	4,535.69	4,762.47	5,000.59	60,007.08	
12	4,216.85	4,427.69	4,649.07	4,881.52	5,125.60	61,507.20	Office Specialist II
13	4,322.27	4,538.38	4,765.30	5,003.57	5,253.75	63,045.00	
14	4,430.33	4,651.85	4,884.44	5,128.66	5,385.09	64,621.08	
15	4,541.09	4,768.14	5,006.55	5,256.88	5,519.72	66,236.64	
16	4,654.62	4,887.35	5,131.72	5,388.31	5,657.73	67,892.76	
17	4,770.99	5,009.54	5,260.02	5,523.02	5,799.17	69,590.04	
18	4,890.26	5,134.77	5,391.51	5,661.09	5,944.14	71,329.68	
19	5,012.52	5,263.15	5,526.31	5,802.63	6,092.76	73,113.12	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,137.83	5,394.72	5,664.46	5,947.68	6,245.06	74,940.72	
21	5,266.28	5,529.59	5,806.07	6,096.37	6,401.19	76,814.28	Res. Maint. Spec.
22	5,397.94	5,667.84	5,951.23	6,248.79	6,561.23	78,734.76	Env. Prog. Spec./Hyd. Tech.
23	5,532.89	5,809.53	6,100.01	6,405.01	6,725.26	80,703.12	
24	5,671.21	5,954.77	6,252.51	6,565.14	6,893.40	82,720.80	
25	5,812.99	6,103.64	6,408.82	6,729.26	7,065.72	84,788.64	
26	5,958.31	6,256.23	6,569.04	6,897.49	7,242.36	86,908.32	Exec. Asst./Cons. Rep. I
27	6,107.27	6,412.63	6,733.26	7,069.92	7,423.42	89,081.04	
28	6,259.95	6,572.95	6,901.60	7,246.68	7,609.01	91,308.12	GIS Specialist
29	6,416.45	6,737.27	7,074.13	7,427.84	7,799.23	93,590.76	Accountant/Cons. Technician
30	6,576.86	6,905.70	7,250.99	7,613.54	7,994.22	95,930.64	
31	6,741.28	7,078.34	7,432.26	7,803.87	8,194.06	98,328.72	HR Analyst
32	6,909.81	7,255.30	7,618.07	7,998.97	8,398.92	100,787.04	Cons. Rep. II
33	7,082.56	7,436.69	7,808.52	8,198.95	8,608.90	103,306.80	Assoc. Fisheries Biologist
34	7,259.62	7,622.60	8,003.73	8,403.92	8,824.12	105,889.44	
35	7,441.11	7,813.17	8,203.83	8,614.02	9,044.72	108,536.64	Cons. Analyst
36	7,627.14	8,008.50	8,408.93	8,829.38	9,270.85	111,250.20	
37	7,817.82	8,208.71	8,619.15	9,050.11	9,502.62	114,031.44	Assoc. Hydrologist
38	8,013.27	8,413.93	8,834.63	9,276.36	9,740.18	116,882.16	Hydrography Proj. Cord.
39	8,213.60	8,624.28	9,055.49	9,508.26	9,983.67	119,804.04	
40	8,418.94	8,839.89	9,281.88	9,745.97	10,233.27	122,799.24	
41	8,629.41	9,060.88	9,513.92	9,989.62	10,489.10	125,869.20	
42	8,845.15	9,287.41	9,751.78	10,239.37	10,751.34	129,016.08	WR Engineer
43	9,066.28	9,519.59	9,995.57	10,495.35	11,020.12	132,241.44	IT Mgr/Snr. Fisheries Biologist
44	9,292.94	9,757.59	10,245.47	10,757.74	11,295.63	135,547.56	
45	9,525.26	10,001.52	10,501.60	11,026.68	11,578.01	138,936.12	
46	9,763.39	10,251.56	10,764.14	11,302.35	11,867.47	142,409.64	
47	10,007.47	10,507.84	11,033.23	11,584.89	12,164.13	145,969.56	ERD Mgr
48	10,257.66	10,770.54	11,309.07	11,874.52	12,468.25	149,619.00	WDD Mgr
49	10,514.10	11,039.81	11,591.80	12,171.39	12,779.96	153,359.52	Snr. Hydrogeologist
50	10,776.95	11,315.80	11,881.59	12,475.67	13,099.45	157,193.40	
51	11,046.37	11,598.69	12,178.62	12,787.55	13,426.93	161,123.16	
52	11,322.53	11,888.66	12,483.09	13,107.24	13,762.60	165,151.20	
53	11,605.59	12,185.87	12,795.16	13,434.92	14,106.67	169,280.04	WRD Mgr
54	11,895.73	12,490.52	13,115.05	13,770.80	14,459.34	173,512.08	
55	12,193.12	12,802.78	13,442.92	14,115.07	14,820.82	177,849.84	ASD Mgr
56	12,497.95	13,122.85	13,778.99	14,467.94	15,191.34	182,296.08	
57	12,810.40	13,450.92	14,123.47	14,829.64	15,571.12	186,853.44	
58	13,130.66	13,787.19	14,476.55	15,200.38	15,960.40	191,524.80	
59	13,458.93	14,131.88	14,838.47	15,580.39	16,359.41	196,312.92	
60	13,795.40	14,485.17	15,209.43	15,969.90	16,768.40	201,220.80	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2022-2023

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.00%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,310.27	3,475.78	3,649.57	3,832.05	4,023.65	48,283.80	
2	3,393.03	3,562.68	3,740.81	3,927.85	4,124.24	49,490.88	
3	3,477.86	3,651.75	3,834.34	4,026.06	4,227.36	50,728.32	
4	3,564.81	3,743.05	3,930.20	4,126.71	4,333.05	51,996.60	
5	3,653.93	3,836.63	4,028.46	4,229.88	4,441.37	53,296.44	
6	3,745.28	3,932.54	4,129.17	4,335.63	4,552.41	54,628.92	
7	3,838.91	4,030.86	4,232.40	4,444.02	4,666.22	55,994.64	
8	3,934.88	4,131.62	4,338.20	4,555.11	4,782.87	57,394.44	Office Specialist I
9	4,033.25	4,234.91	4,446.66	4,668.99	4,902.44	58,829.28	
10	4,134.08	4,340.78	4,557.82	4,785.71	5,025.00	60,300.00	
11	4,237.43	4,449.30	4,671.77	4,905.36	5,150.63	61,807.56	
12	4,343.37	4,560.54	4,788.57	5,028.00	5,279.40	63,352.80	Office Specialist II
13	4,451.95	4,674.55	4,908.28	5,153.69	5,411.37	64,936.44	
14	4,563.25	4,791.41	5,030.98	5,282.53	5,546.66	66,559.92	
15	4,677.33	4,911.20	5,156.76	5,414.60	5,685.33	68,223.96	
16	4,794.26	5,033.97	5,285.67	5,549.95	5,827.45	69,929.40	
17	4,914.12	5,159.83	5,417.82	5,688.71	5,973.15	71,677.80	
18	5,036.97	5,288.82	5,553.26	5,830.92	6,122.47	73,469.64	
19	5,162.89	5,421.03	5,692.08	5,976.68	6,275.51	75,306.12	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,291.96	5,556.56	5,834.39	6,126.11	6,432.42	77,189.04	
21	5,424.26	5,695.47	5,980.24	6,279.25	6,593.21	79,118.52	Res. Maint. Spec.
22	5,559.87	5,837.86	6,129.75	6,436.24	6,758.05	81,096.60	Env. Prog. Spec./Hyd. Tech.
23	5,698.87	5,983.81	6,283.00	6,597.15	6,927.01	83,124.12	
24	5,841.34	6,133.41	6,440.08	6,762.08	7,100.18	85,202.16	
25	5,987.37	6,286.74	6,601.08	6,931.13	7,277.69	87,332.28	
26	6,137.05	6,443.90	6,766.10	7,104.41	7,459.63	89,515.56	Exec. Asst./Cons. Rep. I
27	6,290.48	6,605.00	6,935.25	7,282.01	7,646.11	91,753.32	
28	6,447.74	6,770.13	7,108.64	7,464.07	7,837.27	94,047.24	GIS Specialist
29	6,608.93	6,939.38	7,286.35	7,650.67	8,033.20	96,398.40	Accountant/Cons. Technician
30	6,774.15	7,112.86	7,468.50	7,841.93	8,234.03	98,808.36	
31	6,943.50	7,290.68	7,655.21	8,037.97	8,439.87	101,278.44	HR Analyst
32	7,117.09	7,472.94	7,846.59	8,238.92	8,650.87	103,810.44	Cons. Rep. II
33	7,295.02	7,659.77	8,042.76	8,444.90	8,867.15	106,405.80	Assoc. Fisheries Biologist
34	7,477.40	7,851.27	8,243.83	8,656.02	9,088.82	109,065.84	
35	7,664.34	8,047.56	8,449.94	8,872.44	9,316.06	111,792.72	Cons. Analyst
36	7,855.95	8,248.75	8,661.19	9,094.25	9,548.96	114,587.52	
37	8,052.35	8,454.97	8,877.72	9,321.61	9,787.69	117,452.28	Assoc. Hydrologist
38	8,253.66	8,666.34	9,099.66	9,554.64	10,032.37	120,388.44	Hydrography Proj. Cord.
39	8,460.00	8,883.00	9,327.15	9,793.51	10,283.19	123,398.28	
40	8,671.50	9,105.08	9,560.33	10,038.35	10,540.27	126,483.24	
41	8,888.29	9,332.70	9,799.34	10,289.31	10,803.78	129,645.36	
42	9,110.50	9,566.03	10,044.33	10,546.55	11,073.88	132,886.56	WR Engineer
43	9,338.26	9,805.17	10,295.43	10,810.20	11,350.71	136,208.52	IT Mgr/Snr. Fisheries Biologist
44	9,571.72	10,050.31	10,552.83	11,080.47	11,634.49	139,613.88	
45	9,811.01	10,301.56	10,816.64	11,357.47	11,925.34	143,104.08	
46	10,056.29	10,559.10	11,087.06	11,641.41	12,223.48	146,681.76	
47	10,307.70	10,823.09	11,364.24	11,932.45	12,529.07	150,348.84	ERD Mgr
48	10,565.39	11,093.66	11,648.34	12,230.76	12,842.30	154,107.60	WDD Mgr
49	10,829.52	11,371.00	11,939.55	12,536.53	13,163.36	157,960.32	Snr. Hydrogeologist
50	11,100.26	11,655.27	12,238.03	12,849.93	13,492.43	161,909.16	
51	11,377.77	11,946.66	12,543.99	13,171.19	13,829.75	165,957.00	
52	11,662.21	12,245.32	12,857.59	13,500.47	14,175.49	170,105.88	
53	11,953.77	12,551.46	13,179.03	13,837.98	14,529.88	174,358.56	WRD Mgr
54	12,252.61	12,865.24	13,508.50	14,183.93	14,893.13	178,717.56	
55	12,558.93	13,186.88	13,846.22	14,538.53	15,265.46	183,185.52	ASD Mgr
56	12,872.90	13,516.55	14,192.38	14,902.00	15,647.10	187,765.20	
57	13,194.72	13,854.46	14,547.18	15,274.54	16,038.27	192,459.24	
58	13,524.59	14,200.82	14,910.86	15,656.40	16,439.22	197,270.64	
59	13,862.70	14,555.84	15,283.63	16,047.81	16,850.20	202,202.40	
60	14,209.27	14,919.73	15,665.72	16,449.01	17,271.46	207,257.52	

MPWMD SALARY SCHEDULE

General, Management & Confidential Unit

Position Listing for FY 2023-2024

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	2.75%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	3,401.30	3,571.37	3,749.94	3,937.44	4,134.31	49,611.72	
2	3,486.33	3,660.65	3,843.68	4,035.86	4,237.65	50,851.80	
3	3,573.49	3,752.16	3,939.77	4,136.76	4,343.60	52,123.20	
4	3,662.83	3,845.97	4,038.27	4,240.18	4,452.19	53,426.28	
5	3,754.40	3,942.12	4,139.23	4,346.19	4,563.50	54,762.00	
6	3,848.26	4,040.67	4,242.70	4,454.84	4,677.58	56,130.96	
7	3,944.47	4,141.69	4,348.77	4,566.21	4,794.52	57,534.24	
8	4,043.08	4,245.23	4,457.49	4,680.36	4,914.38	58,972.56	Office Specialist I
9	4,144.16	4,351.37	4,568.94	4,797.39	5,037.26	60,447.12	
10	4,247.76	4,460.15	4,683.16	4,917.32	5,163.19	61,958.28	
11	4,353.95	4,571.65	4,800.23	5,040.24	5,292.25	63,507.00	
12	4,462.80	4,685.94	4,920.24	5,166.25	5,424.56	65,094.72	Office Specialist II
13	4,574.37	4,803.09	5,043.24	5,295.40	5,560.17	66,722.04	
14	4,688.73	4,923.17	5,169.33	5,427.80	5,699.19	68,390.28	
15	4,805.95	5,046.25	5,298.56	5,563.49	5,841.66	70,099.92	
16	4,926.10	5,172.41	5,431.03	5,702.58	5,987.71	71,852.52	
17	5,049.25	5,301.71	5,566.80	5,845.14	6,137.40	73,648.80	
18	5,175.48	5,434.25	5,705.96	5,991.26	6,290.82	75,489.84	
19	5,304.87	5,570.11	5,848.62	6,141.05	6,448.10	77,377.20	Office Svcs. Sup./Acctg. Ofc. Spec.
20	5,437.49	5,709.36	5,994.83	6,294.57	6,609.30	79,311.60	
21	5,573.43	5,852.10	6,144.71	6,451.95	6,774.55	81,294.60	Res. Maint. Spec.
22	5,712.77	5,998.41	6,298.33	6,613.25	6,943.91	83,326.92	Env. Prog. Spec./Hyd. Tech.
23	5,855.59	6,148.37	6,455.79	6,778.58	7,117.51	85,410.12	
24	6,001.98	6,302.08	6,617.18	6,948.04	7,295.44	87,545.28	
25	6,152.03	6,459.63	6,782.61	7,121.74	7,477.83	89,733.96	
26	6,305.83	6,621.12	6,952.18	7,299.79	7,664.78	91,977.36	Exec. Asst./Cons. Rep. I
27	6,463.48	6,786.65	7,125.98	7,482.28	7,856.39	94,276.68	
28	6,625.07	6,956.32	7,304.14	7,669.35	8,052.82	96,633.84	GIS Specialist
29	6,790.70	7,130.24	7,486.75	7,861.09	8,254.14	99,049.68	Accountant/Cons. Technician
30	6,960.47	7,308.49	7,673.91	8,057.61	8,460.49	101,525.88	
31	7,134.48	7,491.20	7,865.76	8,259.05	8,672.00	104,064.00	HR Analyst
32	7,312.84	7,678.48	8,062.40	8,465.52	8,888.80	106,665.60	Cons. Rep. II
33	7,495.66	7,870.44	8,263.96	8,677.16	9,111.02	109,332.24	Assoc. Fisheries Biologist
34	7,683.05	8,067.20	8,470.56	8,894.09	9,338.79	112,065.48	
35	7,875.13	8,268.89	8,682.33	9,116.45	9,572.27	114,867.24	Cons. Analyst
36	8,072.01	8,475.61	8,899.39	9,344.36	9,811.58	117,738.96	
37	8,273.81	8,687.50	9,121.88	9,577.97	10,056.87	120,682.44	Assoc. Hydrologist
38	8,480.66	8,904.69	9,349.92	9,817.42	10,308.29	123,699.48	Hydrography Proj. Cord.
39	8,692.68	9,127.31	9,583.68	10,062.86	10,566.00	126,792.00	
40	8,910.00	9,355.50	9,823.28	10,314.44	10,830.16	129,961.92	
41	9,132.75	9,589.39	10,068.86	10,572.30	11,100.92	133,211.04	
42	9,361.07	9,829.12	10,320.58	10,836.61	11,378.44	136,541.28	WR Engineer
43	9,595.10	10,074.86	10,578.60	11,107.53	11,662.91	139,954.92	IT Mgr/Snr. Fisheries Biologist
44	9,834.98	10,326.73	10,843.07	11,385.22	11,954.48	143,453.76	
45	10,080.85	10,584.89	11,114.13	11,669.84	12,253.33	147,039.96	
46	10,332.87	10,849.51	11,391.99	11,961.59	12,559.67	150,716.04	
47	10,591.19	11,120.75	11,676.79	12,260.63	12,873.66	154,483.92	ERD Mgr
48	10,855.97	11,398.77	11,968.71	12,567.15	13,195.51	158,346.12	WDD Mgr
49	11,127.37	11,683.74	12,267.93	12,881.33	13,525.40	162,304.80	Snr. Hydrogeologist
50	11,405.55	11,975.83	12,574.62	13,203.35	13,863.52	166,362.24	
51	11,690.69	12,275.22	12,888.98	13,533.43	14,210.10	170,521.20	
52	11,982.96	12,582.11	13,211.22	13,871.78	14,565.37	174,784.44	
53	12,282.53	12,896.66	13,541.49	14,218.56	14,929.49	179,153.88	WRD Mgr
54	12,589.59	13,219.07	13,880.02	14,574.02	15,302.72	183,632.64	
55	12,904.33	13,549.55	14,227.03	14,938.38	15,685.30	188,223.60	ASD Mgr
56	13,226.94	13,888.29	14,582.70	15,311.84	16,077.43	192,929.16	
57	13,557.61	14,235.49	14,947.26	15,694.62	16,479.35	197,752.20	
58	13,896.55	14,591.38	15,320.95	16,087.00	16,891.35	202,696.20	
59	14,243.96	14,956.16	15,703.97	16,489.17	17,313.63	207,763.56	
60	14,600.06	15,330.06	16,096.56	16,901.39	17,746.46	212,957.52	

ITEM: PUBLIC HEARING**12. CONSIDER ADOPTION OF URGENCY ORDINANCE NO. 184 AMENDING THE REQUIREMENT FOR PERMANENT WATER SUB-METERS FOR ACCESSORY DWELLING UNITS IN EXISTING STRUCTURES**

Meeting Date:	August 19, 2019	Budgeted:	N/A
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From:	Dave Stoldt, General Manager	Program/ Line Item No.:	N/A
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Prepared By:	Stephanie Locke	Cost Estimate:	N/A
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General Counsel Approval: This ordinance has been reviewed by Counsel.

Committee Recommendation: N/A

CEQA Compliance: This ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301, Existing Facilities, as these amendments relate to permitting and alterations of existing facilities.

SUMMARY: Draft Urgency Ordinance No. 184 (**Exhibit 12-A**) exempts new Accessory Dwelling Units (ADU) in existing Single Family Dwellings or other existing structures on a Site from the requirement to permanently sub-meter water use to the ADU. An ADU is a secondary Dwelling Unit that is not intended for sale separate from the primary residence. Staff has become aware of hardship associated with installing sub-meters in existing plumbing, especially when the plumbing continues beyond the ADU to other water fixtures on the Site. The exemption proposed in Ordinance No. 184 would apply only to existing construction, and New Structures would still be required to sub-meter.

The exemption does not defeat the purposes of the Rules and Regulations as it pertains to a single ADU. The exemption would apply to a limited number of projects that are metered through the existing Dwelling Unit. In the event of water rationing, Rule 165 states: "Where two or more Households are served by a Master Meter, it shall be the responsibility of the Water Users to divide the Water Rations among the Water Users." The installation of in-line meters in existing construction remains a recommendation but is not required upon adoption of this ordinance.

RECOMMENDATION: Staff recommends the Board approve Urgency Ordinance No. 184 that would be effective on August 20, 2019.

EXHIBIT

12-A Draft Urgency Ordinance No. 184

EXHIBIT 12-A**DRAFT URGENCY ORDINANCE****ORDINANCE NO. 184**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
AMENDING THE REQUIREMENT FOR PERMANENT SUB-METERS TO
ACCESSORY DWELLING UNITS IN EXISTING STRUCTURES**

FINDINGS

1. The Monterey Peninsula Water Management District (“District” or “Water Management District”) is charged under the Monterey Peninsula Water Management District Law with the integrated management of the ground and surface water resources in the Monterey Peninsula area.
2. This ordinance is enacted to facilitate the creation of Accessory Dwelling Units (“ADUs”) which provide required and affordable housing in the Monterey Peninsula Water Management District.
3. The District requires separate Water Meters for each User to promote accountability for water use and to enforce water rationing when needed. The Board has previously adopted a Rule that allows permanent sub-metering of one ADU on a Site, rather than requiring a separate Water Meter by the Water Distribution System Operator.
4. Current District Rule 23-A-1-i-(6) allows permanent sub-metering of all water use into one ADU.
5. The requirement for sub-metering an ADU becomes a hardship when an ADU is created within an existing structure where plumbing is not designed to sub-meter hot and cold water. A hardship occurs when the ADU is contained within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure.
6. Allowing a limited exemption from the sub-metering requirements for ADUs would not have an adverse effect on enforcement of water rationing. Rule 165 states: “Where two or more Households are served by a Master Meter, it shall be the responsibility of the Water Users to divide the Water Rations among the Water Users.”

7. Allowing this exemption from the metering requirements encourages additional affordable rental housing stock, a priority of the State of California.
8. This ordinance will be enacted with urgency and shall take effect on August 20, 2019, following a single reading provided it is approved by at least five (5) members of the Board.
9. This ordinance shall expire after one year.
10. This ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301, Existing Facilities, as these amendments relate to permitting and alterations of existing facilities.

NOW THEREFORE be it ordained as follows:

ORDINANCE**Section One:** **Short Title**

This ordinance shall be known as the 2019 Accessory Dwelling Unit Ordinance of the Monterey Peninsula Water Management District.

Section Two: **Purpose**

This ordinance amends Rule 23 to exempt existing Residential space or structures that can be converted to Accessory Dwelling Units from the requirement for permanent sub-metering and grandfathers existing active construction of ADUs from the requirement.

Section Three: **Amendments to Rule 23-A-1-(i)-(6)**

Rule 23-A-1-(i)-(6) shall be amended as shown below, with added language as shown in ***bold italic*** type face, and deleted language shown in ~~strikeout~~ type face. The remaining provisions of Rule 23 shall remain unchanged by this ordinance.

- (6) The General Manager shall allow permanent sub-metering of all water use into one Accessory Dwelling Unit, ~~including hot and cold water supply.~~ ***The application for sub-metering an An Accessory Dwelling Unit contained within the existing space of a single-family residence or accessory structure (e.g., studio, pool house, or other similar structure) shall be exempt from the sub-metering requirement. Sub-metering is, however, encouraged as a conservation tool that promotes the efficient use of water. The sub-metering requirement or sub-metering exemption*** will be considered by the General Manager when the Jurisdiction confirms there is no potential that the sub-metered User could be located on a separate Site through subdivision or transfer of ownership of a portion of the Site.

Section Four: **Accessory Dwelling Units Under Construction**

Active Water Permits that require sub-metering of ADUs in existing structures shall be eligible for the exemption adopted by this ordinance. An amended Water Permit shall not be required; however, an amendment is required to remove the requirement from any Limitation on Use (Form 1.1) deed restriction.

Section Five: **Publication and Application**

The provisions of this ordinance shall cause the republication and amendment of the permanent Rules and Regulations of the Monterey Peninsula Water Management District.

Section Six: **Effective Date and Sunset**

This ordinance shall be adopted with urgency effect and take effect at 12:01 a.m. on August 20, 2019. Insofar as this Ordinance has been enacted as an urgency measure, it shall have no force or effect after August 19, 2020.

Section Seven: **Severability**

If any subdivision, paragraph, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or enforcement of the remaining portions of this ordinance, or of any other provisions of the Monterey Peninsula Water Management District Rules and Regulations. It is the District's express intent that each remaining portion would have been adopted irrespective of the fact that one or more subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid or unenforceable.

On motion by Director _____, and second by Director _____, the foregoing urgency ordinance is adopted upon this _____ day of _____, 2019, by the following vote:

AYES:

NAYS:

ABSENT:

I, _____, Secretary to the Board of Directors of the Monterey Peninsula Water Management District, hereby certify the foregoing is a full, true and correct copy of an ordinance duly adopted on the _____ day of _____ 2019.

Witness my hand and seal of the Board of Directors this _____ day of _____ 2019.

David J. Stoldt, Secretary to the Board

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ITEM: ACTION ITEM**13. CONSIDER APPROVAL OF ADDITIONAL EXPENDITURE TO RIGHT ON Q HYDROGEOLOGY (MICHAEL HUTNAK) FOR TECHNICAL SUPPORT FOR THE CARMEL RIVER BASIN HYDROLOGIC MODEL**

Meeting Date:	August 19, 2019	Budgeted:	Yes
From:	David J. Stoldt, General Manager	Program/	Reservoir Alternatives Simulation (CRBHM)
		Line Item No.:	1-1-2-C
Prepared By:	Thomas Christensen and Jonathan Lear	Cost Estimate:	\$15,000

General Counsel Review: N/A**Committee Recommendation:** The Administrative Committee reviewed this item on August 12, 2019 and recommended it be discussed by the full Board. No action was taken by the committee.**CEQA Compliance: Exempt, CEQA Section 15262 (Feasibility and Planning Studies)**

SUMMARY: On August 19, 2013, the MPWMD Board approved entering into an agreement for services with Right on Q Hydrogeology (Michael Hutnak) for a not-to-exceed amount of \$56,800 to assist District staff in developing a GSFLOW (Groundwater and Surface FLOW) model. This model is now called the Carmel River Basin Hydrologic Model. Currently, MPWMD, U.S.G.S. and Right on Q Hydrogeology have been working on developing a set of versions of the CRBHM that represent various scenarios with respect to the future of Los Padres Reservoir (dredging versus removal) and reduced pumping by Cal-Am (compliance with the CDO 2009-0060). Now that these models are nearly complete for a set of specific scenarios, the National Marine Fisheries Service has requested a sensitivity analysis of some of the hydrologic properties of the model, which would help them understand how changes in certain parameters (aquifer properties) impacts results of the model. In addition, results from the model runs come in the form of large tables with flow data at various locations along the river. These large data sets are best processed by scripts that allow analysis by producing graphs and summary statistics. Carrying out a sensitivity analysis and the development of these scripts is beyond the original scope of work.

Approximately \$4,020 remains in the current contract with Right on Q Hydrogeology. Staff is requesting a contract amendment that would add an additional \$15,000 of authorized funds to complete a sensitivity analysis of various model parameters and development of Matlab scripts that will process model output. This additional spending is included in the 2019-2020 Budget adopted by the Board on June 17, 2019.

RECOMMENDATION: Staff is requesting the Board authorize additional spending in the amount of \$15,000 to carry out sensitivity analysis of the CRBHM and the programing of scripts that process the large output files resulting in graphs and summary statistics. The original contract was for a not-to-exceed amount of \$56,800. This amendment would add \$15,000 to the current contract for a not-to-exceed amount of \$71,800.

DISCUSSION: Right on Q Hydrogeology has been part of the modeling team since 2013 when the District started moving forward with the development of the CRBHM. Right on Q Hydrogeology developed many of the original Matlab scripts that take the pumping data from Excel spreadsheets and converts them into a format that is recognized by GSFLOW.

EXHIBIT

None

ITEM: ACTION ITEM**14. CONSIDER FINDINGS PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400(C) AND EXPENDITURE FOR SANTA MARGARITA WATER TREATMENT FACILITIES EQUIPMENT PRE-PURCHASE**

Meeting Date:	August 19, 2019	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item:	Water Supply Projects 35-04-786004
Prepared By:	Maureen Hamilton	Cost Estimate:	\$88,516.21

General Counsel Review: Yes**Committee Recommendation: The Administrative Committee reviewed this item on August 12, 2019 and recommended approval on a 2 to 1 vote.****CEQA Compliance: The Board adopted an addendum to the ASR EIR/EA for the Santa Margarita Water Treatment Facilities project on July 15, 2019.**

SUMMARY: MPWMD Staff is proposing to begin construction of the Santa Margarita Water Treatment Facilities Project (Project) at MPWMD's Santa Margarita site located at 1910 General Jim Moore Boulevard this fall. The Project includes construction of disinfection facilities required for California-American Water (Cal-Am) to recover Pure Water Monterey (PWM) water from the Seaside Groundwater Basin (SGB).

MPWMD owns the Santa Margarita site and is responsible for construction of the Project at the site. Cal-Am will operate and maintain the Project facilities. Cal-Am has standardized on water treatment equipment brands in order to reduce operating and maintenance costs, improve reliability, and improve operability.

Cal-Am needs the Project to be substantially complete by early summer of 2020 to provide training time and utilize the Seaside Middle School wells for summer production of PWM water.

To facilitate the Project timeline, staff identified long lead time materials that should be purchased in advance. The lead time for Prominent chemical feed systems was identified as potentially negatively impacting the Project completion schedule.

RECOMMENDATION: That the Board of Directors:

1. Make findings pursuant to Public Contract Code Section 3400(c) that specific brands or trade names identified in the specifications and in the Call for Bids, are designated in order to match other materials, products, things or services already in use throughout the system
2. Authorize the General Manager enter into a contract with Hopkins Technical Products, Inc. to purchase Prominent chemical feed systems for the amount of \$80,469.28, with a 10% contingency for expedited delivery, if available and required, to be authorized by MPWMD staff, for a total amount not-to-exceed (NTE) \$88,516.21.

DISCUSSION: As the water supply portfolio transitions from Carmel River diversions to PWM water, production of PWM water from the SGB will provide at least one-third of our water supply in addition to recovered ASR water. The water produced along General Jim Moore Boulevard from the ASR wells will be transported via the new Monterey Pipeline to the Forest Lakes tanks where it will be used to serve the Peninsula communities. Water treatment at the General Jim Moore Boulevard production facilities must accommodate a wide range of flows reliably and precisely.

Public Contract Code 3400(c) provides that a material or product may be designated by brand name or trade name to match other products in use on a particular public improvement either completed or in the course of completion provided the awarding authority, or its designee, makes a finding that is described in the Invitation to Bid or request for proposals

Cal-Am will operate the Project water treatment facility and maintains all facilities including the Santa Margarita and Seaside Middle School sites. Some equipment to be purchased and installed as a part of the Project have standard brands already in use in the system. Equipment purchased by MPWMD cannot be used in rate increases approved by the California Public Utilities Commission for Cal-Am. For the equipment with brand specification, the following benefits are achieved:

- Standard, existing operating and maintenance procedures
 - faster use and repair,
 - lower manpower cost,
 - lower training cost,
 - more accurate operation,
 - more reliable water supply quantity and quality.
- Stocked spare parts
 - reduced spare parts cost,
 - availability of spare parts increasing system-wide reliability.
- Vendor service contracts for calibration and preventative maintenance
 - new, stand-alone contracts are more expensive and require greater manpower to manage,
 - vendor service is more accessible and responsive,
 - stocked spare parts reasoning applies to vendor service contracts

Once the bid is awarded, the competitively selected contractor will procure and install the designated equipment without substitution with the exception of the present request for a material pre-purchase of Prominent chemical feed systems.

The Project designer investigated lead times for Project components and found that Prominent chemical feed systems had a lead time that if not purchased in advance, would cause the Project to miss the substantial completion date. Therefore, pre-purchasing this equipment is required to meet the Project completion schedule.

Prominent chemical feed systems can be purchased only through approved suppliers. There is one supplier for each region in the country. A customer cannot solicit bids from multiple regions. Bidding this material would result in lost cost pursuing a quotation from the one possible supplier.

The agreement payment terms will be lump sum, and will be executed prior to the Project construction contract. MPWMD staff will negotiate expedited delivery if required and available.

EXHIBITS

14-A Quotation for Prominent Chemical Feed Systems

14-B Request for sole-source equipment



Quote #: HTP-22164 ID: RH190522-54902

Quote Date: 07/22/2019

Customer:

Maureen Hamilton
 Monterey Peninsula Water Management District
 5 Harris Court, Building "G"
 Monterey, CA 93940

Submitted by:

General Manager Rich Hopkins

Project Name: Santa Margarita ASR Facility Disinfection System

We are pleased to offer you the following quotation for your favorable consideration.

#	Material #	Description	Qty	Net	Ext. Net
1	Section 1 - NaOCl 20-Inch Line				\$20,638.77
1.1	S1CBH10050PVT070UD81001EN	<p>Sigma/ 1 Control version b</p> <p>The Sigma/ 1 motor-driven diaphragm metering pump features a high strength inner housing for the mechanically loaded parts and an additional plastic housing to protect it from corrosion. The pump capacity is adjusted via the stroke length (4 mm), in 0.5% increments, with a self-locking rotary dial.</p> <p>Capacity:</p> <ul style="list-style-type: none"> * 12.9GPH; 49L/H * 145PSI; 10BAR <p>Selected Options:</p> <ul style="list-style-type: none"> * Liquid End Materials: PVDF with PTFE seal * Seal: Standard diaphragm / PTFE seal * Diaphragm type: Safety diaph w/ visual indicat * Liquid End Options: without valve springs * Hydraulic Connection: PVDF clamping nut & insert * Labeling: Standard with ProMinent logo * Voltage Supply: 100 - 240 V * Cable and Plug: North American plug, 115 V * Relay: 4-20mA out+fault/pacing relay * Control Variants: Option 0 + analog control * Overpressure Shut-off: without pressure shut-off * Operating Unit (HMI): HMI + 0.5m cable * Access code: Access code * Language: English 	2	\$3,591.00	\$7,182.00
1.2	1001301	Universal control cable, 5-pin round plug; 5-wire 15 ft. (5m)	2	\$50.86	\$101.72
1.3	7745682	<p>CP2 TWO PUMP 120VAC SCADA PANEL</p> <p>Dual Pump H/O/A Scada Interface Panel</p> <p>Includes:</p> <p>NEMA 4X FRP Enclosure</p> <p>Main 20A circuit breaker (20A, 120VAC 1ph, 60hz power)</p> <p>Circuit breaker for each pump (15A)</p> <p>Two, H/O/A selector switches</p> <p>Two, PXU digital process controllers</p> <p>Two, Alarm pilot lights</p>	1	\$5,389.29	\$5,389.29



Misc terminals, relays as required

Inputs:

Two, Analog (4-20ma) speed command
Two Digital (on/off) run command

Outputs:

Two, Digital (on/off) run status
Two, Digital (on/off) alarm status
Two, Digital (on/off) in-remote status
Two, Analog (4-20ma) speed indication.

1.4	DO000006	MS2A-A050_FLOOR_PVC/VITON_PD	1	\$7,965.76	\$7,965.76
		1/2" PVC/Viton® Primary Backup System Primary/Backup arrangement PP/PE skid for motor driven pumps (48.75"W x 30"D x 60"H) 1/2" PVC/Viton socket weld pipe and fittings Wye strainer 500ml PVC calibration column Pressure gauge with isolator Two pressure relief valves Two 164ml PVC/Viton pulsation dampener Back pressure valve Discharge Side High Pressure Switch Plumbing and components rated at 150 PSI regardless of pump pressure.			
2	Section 2 - NaOCl 16-Inch Line				\$20,699.31
2.1	S1CBH10022PVTS070UD81001EN	Sigma/ 1 Control version b The Sigma/ 1 motor-driven diaphragm metering pump features a high strength inner housing for the mechanically loaded parts and an additional plastic housing to protect it from corrosion. The pump capacity is adjusted via the stroke length (4 mm), in 0.5% increments, with a self-locking rotary dial. Capacity: * 6.9GPH; 26L/H * 145PSI; 10BAR Selected Options: * Liquid End Materials: PVDF with PTFE seal * Seal: Standard diaphragm / PTFE seal * Diaphragm type: Safety diaph w/ visual indicat * Liquid End Options: without valve springs * Hydraulic Connection: PVDF clamping nut & insert * Labeling: Standard with ProMinent logo * Voltage Supply: 100 - 240 V * Cable and Plug: North American plug, 115 V * Relay: 4-20mA out+fault/pacing relay * Control Variants: Option 0 + analog control * Overpressure Shut-off: without pressure shut-off * Operating Unit (HMI): HMI + 0.5m cable * Access code: Access code * Language: English	2	\$3,621.27	\$7,242.54



Quote #: HTP-22164 ID: RH190522-54902

Quote Date: 07/22/2019

2.2	1001301	Universal control cable, 5-pin round plug; 5-wire 15 ft. (5m)	2	\$50.86	\$101.72
2.3	7745682	<p>CP2 TWO PUMP 120VAC SCADA PANEL</p> <p>Dual Pump H/O/A Scada Interface Panel</p> <p>Includes:</p> <p>NEMA 4X FRP Enclosure</p> <p>Main 20A circuit breaker (20A, 120VAC 1ph, 60hz power)</p> <p>Circuit breaker for each pump (15A)</p> <p>Two, H/O/A selector switches</p> <p>Two, PXU digital process controllers</p> <p>Two, Alarm pilot lights</p> <p>Misc terminals, relays as required</p> <p>Inputs:</p> <p>Two, Analog (4-20ma) speed command</p> <p>Two Digital (on/off) run command</p> <p>Outputs:</p> <p>Two, Digital (on/off) run status</p> <p>Two, Digital (on/off) alarm status</p> <p>Two, Digital (on/off) in-remote status</p> <p>Two, Analog (4-20ma) speed indication.</p>	1	\$5,389.29	\$5,389.29
2.4	DO000006	<p>MS2A-A050_FLOOR_PVC/VITON_PD</p> <p>1/2" PVC/Viton® Primary Backup System</p> <p>Primary/Backup arrangement</p> <p>PP/PE skid for motor driven pumps (48.75"W x 30"D x 60"H)</p> <p>1/2" PVC/Viton socket weld pipe and fittings</p> <p>Wye strainer</p> <p>500ml PVC calibration column</p> <p>Pressure gauge with isolator</p> <p>Two pressure relief valves</p> <p>Two 164ml PVC/Viton pulsation dampener</p> <p>Back pressure valve</p> <p>Discharge Side High Pressure Switch</p> <p>Plumbing and components rated at 150 PSI regardless of pump pressure.</p>	1	\$7,965.76	\$7,965.76
3	Section 3 - Potassium Permanganate System				\$31,651.20
3.1	GMXA1009PVT2Q000UDC1300EN	<p>gamma/X</p> <p>The ProMinent gamma/X is a microprocessor-based solenoid-driven diaphragm programmable pump. Continuous electronic stroke length adjustment from 0 - 100% (recommended 30 - 100%). Stroke rate adjustment in 1 stroke/hour increments from 0 to 12,000 strokes/h.</p> <p>Standard features include:</p> <ul style="list-style-type: none"> - Remote on/off and external contact input 1:1 with pulse control. - Backlit dot matrix display with 3-LED indicators - Fiberglass-reinforced, PPE plastic housing rated to IP65. <p>** (ProMinent Control Cable is required for external control)</p>	4	\$1,769.12	\$7,076.48



Quote #: HTP-22164 ID: RH190522-54902

Quote Date: 07/22/2019

Capacity:

- * 2.38GPH; 9.0LH
- * 145PSI; 10BAR

Selected Options:

- * Liquid end materials: PVDF/PVDF
- * Diaphragm/seals: PTFE/PTFE coated
- * Liquid end version: Bleed valve w/o valve springs
- * Hydraulic connections: 1/2" x 3/8"
- * Diaphragm rupture indicator: Not included
- * Version: Standard
- * Logo: Standard, with logo
- * Electrical connection: Universal, 100-230 V 50/60 Hz
- * Cable and plug: N.American plug, 115V
- * Relay, pre-set: Fault relay + 4-20ma output
- * Accessories: Standard accessories
- * Control variant: Option 0 + analog control
- * Metering monitor: Pulse signal input
- * Bluetooth remote stop: Not included
- * Language: Standard (English)
- * Approvals: MET (USA)
- * Documentation: Standard Documentation

3.2	1001301	Universal control cable, 5-pin round plug; 5-wire 15 ft. (5m)	4	\$50.86	\$203.44
3.3	DO000006	SS2-C_FLOOR_050_PVC\VITON_PD 1/2" PVC/Viton® Primary Backup System Primary/Backup arrangement PP/PE skid for solenoid driven pumps, (44"W x 20"D x 46"H) 1/2" PVC/Viton socket weld pipe and fittings Wye strainer 500ml PVC calibration column Two 164ml CPVC/Viton pulsation dampeners Two pressure relief valves Pressure gauge with isolator Back pressure valve Discharge Side High Pressure Side Plumbing and components rated at 150 PSI regardless of pump pressure.	2	\$6,796.35	\$13,592.70
3.4	7745682	CP2 TWO PUMP 120VAC SCADA PANEL Dual Pump H/O/A Scada Interface Panel Includes: NEMA 4X FRP Enclosure Main 20A circuit breaker (20A, 120VAC 1ph, 60hz power) Circuit breaker for each pump (15A) Two, H/O/A selector switches Two, Chromalox digital process controllers Two, Alarm pilot lights Misc terminals, relays as required Inputs: Two, Analog (4-20ma) speed command Two Digital (on/off) run command	2	\$5,389.29	\$10,778.58



Quote #: HTP-22164 ID: RH190522-54902

Quote Date: 07/22/2019

Outputs:
 Two, Digital (on/off) run status
 Two, Digital (on/off) alarm status
 Two, Digital (on/off) in-remote status
 Two, Analog (4-20ma) speed indication.

4	Section 4 - Manufacturer's Services				\$7,480.00
4.1	7777780	Documentation (Submittals and Operations Manuals)	1	\$1,200.00	\$1,200.00
4.2	7777780	Testing and Start-up including Travel and living expenses	2	\$1,260.00	\$2,520.00
4.3	7777780	Training - Plant Personnel	1	\$1,260.00	\$1,260.00
4.4	7777780	Freight to jobsite	1	\$2,500.00	\$2,500.00

GRAND TOTAL FOR ABOVE...\$ 80,469.28**Terms:**

Net 30 days.

Quote is valid 90 days.

State and Local taxes and fees not included.

F.O.B.: Pittsburgh, PA

Freight: Included to jobsite.

Delivery: Submittals: 4 to 6 weeks ARO.

Custom Fabrication of Equipment: 16 – 20 Weeks ARA, Common Carrier.

If you have any questions, or if we can be of further service, please do not hesitate to contact us at (925) 240-2160.

Sincerely,

Richard M. Hopkins
 General Manager
 Hopkins Technical Products, Inc.

From: [Nina Miller](#)
To: [Maureen Hamilton](#)
Cc: [Jonathan Lear](#); [Suresh Prasad](#); [Dave Stoldt](#); [Ian Crooks](#); [Christopher Cook](#); [James L Magdaleno](#); [Michael Grondin](#)
Subject: Santa Margarita chemical treatment - sole source items - justification
Date: Tuesday, August 13, 2019 3:10:52 PM

Hi Maureen,

California American Water is requesting sole-source equipment for the listed equipment at the new Santa Margarita chemical treatment site.

The products listed below are requested as “no substitutes” either because there are no known equals or because they have been standardized throughout the California American Water system due to their reliability and/or their ease of maintenance. We have found, as many other utilities find, that any minor savings in capital cost from accepting certain alternative products, even if they are true equals in quality, are usually soon offset from the increased O&M costs due to lack of operator familiarity, lack of vendor service contracts, lack of spare parts, etc. We carry spare parts in inventory for the standard equipment we use, which reduces downtime of equipment for virtually continuous operations. Therefore, all the items list below should remain as “no substitutes”.

If you need additional information or justification, please let me know.

- Prominent Chemical Feed Systems
- Prominent Chlorine Analyzers
- Hach Turbidimeter
- Yokogawa Conductivity Probe
- ClaVal Co Modulating Valves
- Westfall Static Mixers
- Westfall Flow Conditioners
- Safe-T Flow Chemical Injectors
- Sparling Tigermag Magnetic Flowmeters
- Poly Processing Co chemical tanks
- Weldon PVC primer
- Spears PVC Basket Strainers
- March Manufacturing Magnetic Drive Pumps

Nina Miller
Operations Manager
California American Water, Coastal District
511 Forest Lodge Rd., Pacific Grove, CA 93950
831-884-3175

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ITEM: ACTION ITEM**15. CONSIDER EXPENDITURE FOR THE SANTA MARGARITA WATER TREATMENT FACILITIES CONSTRUCTION MANAGEMENT SERVICES**

Meeting Date:	August 19, 2019	Budgeted:	Yes
From:	David J. Stoldt General Manager	Program/ Line Item:	Water Supply Projects 35-04-786004
Prepared By:	Maureen Hamilton	Cost Estimate:	\$218,822

General Counsel Review: N/A**Committee Recommendation: The Administrative Committee reviewed this item on August 12, 2019 and voted 3 to 0 to place this on the August 19 agenda as an Action Item.****CEQA Compliance: The Board adopted an addendum to the ASR EIR/EA for the Santa Margarita Water Treatment Facilities project on July 15, 2019.**

SUMMARY: Staff is proposing to begin construction of the Santa Margarita Water Treatment Facilities Project (Project) at MPWMD's Santa Margarita site located at 1910 General Jim Moore Boulevard (GJMB) this fall. The Project includes construction of disinfection facilities required for California-American Water (Cal-Am) to recover Pure Water Monterey (PWM) water from the Seaside Groundwater Basin (SGB).

During construction the owner or an owner representative is required to perform construction management (CM) tasks including:

- Schedule review and analysis
- Project cost control including progress payment review, change order management, and design clarifications
- Progress meetings coordination
- Permit and property agreement compliance monitoring
- Submittal management
- RFI management
- O&M coordination
- Inspections including structural, mechanical, electrical, and civil

Due to limited staff managing multiple projects, staff proposes to enter into a contract for CM services for the Project.

On July 1, 2019, MPWMD issued Request for Proposals for Construction Management Services for construction of the Project. One proposal was received from Psomas on July 31, 2019.

RECOMMENDATION: That the Board of Directors:

1. Authorize the General Manager to enter into a contract with Psomas for a contract amount of \$190,280, with a 15% contingency to be authorized by MPWMD staff, for a total amount not-to-exceed (NTE) \$218,822.

DISCUSSION: The Project was conceived to fulfill water production needs described below:

- The Santa Margarita site has existing temporary disinfection capability for one well. Permanent water treatment is required at the Santa Margarita site.
- Water treatment chemicals are disallowed at the Seaside Middle School ASR site because the location is elevated above a playground. Without disinfection, the two ASR wells at the Seaside Middle School can only be utilized for injection.
- Utilizing existing ASR wells is the least expensive option to create additional production capacity required for Cal-Am to recover PWM water from the SGB.
- Conveyance between the Seaside Middle School and Santa Margarita sites already exists. Conveying Seaside Middle School water to Santa Margarita for disinfection will be the most economical means to provide disinfection capability for Seaside Middle School production water.

The work to complete the project will be highly dependent on materials lead time and weather. Construction, and thus CM services requirements, will not occur full-time over the winter. In order to provide CM services to meet weather limitations and Contractor/subcontractor schedule requirements, a local consultant and/or consultant already scheduled to work in the area is desirable to keep the cost of service at a minimum.

A Request for Proposals (RFP) for Project CM services was issued July 1, 2019. Staff notified the following firms that the RFP was available:

- | | |
|-----------------------|-------------------|
| • Harris & Associates | • GHD |
| • Psomas | • CSG Consultants |
| • MWHC | • Wallace Group |
| • Carrollo Engineers | |

A job walk was conducted on July 23, 2019. Representatives from MWHC, Carrollo Engineers, and Psomas attended the job walk.

Proposals were opened on August 1, 2019; one proposal was received from Psomas.

Psomas is a 600 employee firm that has been in business for 72 years and is employee owned. In 2018 Psomas acquired the Covello Group with over 250 years of combined experience providing CM services for water resources projects. The CM team, part of the Covello Group acquisition, lives and works in the Santa Cruz/Monterey area. The team will consist of a Project Manager, Lead Inspector, and Field Engineer, and as-needed a Regional Manager, geotechnical sub-consultant, electrical engineer sub-consultant, and a coatings sub-consultant. The CM team has worked on the following water resources projects recently:

- Pure Water Monterey Source Waters
- Pure Water Monterey Injection Wells

- Pajaro Valley Water Management Agency Recycled Water Storage and Distribution Pump Station Improvement
- Pajaro Valley Water Management Agency Blended Well Pipeline
- Pajaro Valley Water Management Agency K-1 Pipeline
- Soquel Creek Water District O'Neil Ranch Well and Water Treatment Plant
- Soquel Creek Water District Polo Grounds Well and Treatment Facilities

The proposal is a time and materials basis, allowing for flexibility with weather and Contractor schedules. Service is required part time, and hours will only be billed as required. Staff experience with this CM team is that billing is for work required, and after significant scope changes the contract for another project is still within the original approved contract agreement allocation.

Services after substantial completion will be required to support construction of works not required to begin disinfection, to provide project close-out services, and to support system start-up.

Fifteen percent (15%) contingency is being requested due to likely scope changes driven by new or changing water supply portfolio requirements, permit conditions, and regulatory requirements. Scope changes require additional work to process RFIs, quotations, change orders, submittals, schedules, and payment requests. The contract agreement will be written for the base fee, with contingency being awarded by staff only if required.

The Request for Proposals for Construction Management Services can be found in **Exhibit 15-A**. The Agreement between MPWMD and Psomas for Construction Management Services, including the Psomas proposal, can be found in **Exhibit 15-B**.

EXHIBITS

15-A Request for Proposals for Construction Management Services

15-B Agreement between MPWMD and Psomas for Construction Management Services



REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

IN SUPPORT OF THE SANTA MARGARITA WATER TREATMENT FACILITY
CONSTRUCTION

PROPOSALS DUE

July 31, 2019
2:00 p.m.

Monterey Peninsula Water Management District
5 Harris Court Building G
Monterey, CA 93940
(831)658-5600
www.mpwmd.net

July, 2019

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Intent

The Monterey Peninsula Water Management District (MPWMD) is requesting proposals for construction management services in support of construction of water treatment facilities at the Santa Margarita Aquifer Storage and Recovery (ASR) site. The water treatment facilities include a CMU building, chemical delivery pad and unloading rack, interior facilities for disinfection, exterior facilities for disinfection and stabilizer injection, and other components.

This solicitation is intended for a single, exclusive agreement.

Background

History

Aquifer Storage and Recovery (ASR) technology is used to store excess Carmel River water during the rainy season in the Seaside Groundwater Basin. The stored water can then be produced and served to the public during the dry season, providing some replacement water supply to assist Cal-Am in meeting the Carmel River Cease and Desist Order.

In 2001 MPWMD constructed the first ASR well at what is now called the Santa Margarita site, owned by MPWMD and located on General Jim Moore Boulevard in Seaside. The operational success led to the construction of a second well ASR-2 in 2008; and subsequent permanent electrical switchgear, piping, expansion of a small backflush basin to 245,000 gallons, and construction of an 850 sq ft building to house the electrical switchgear and intended to house future disinfection facilities.

Since that time, numerous changes have occurred in the local water supply portfolio, including the construction of a second dual-well ASR facility at Seaside Middle School and the pending addition of a third dual-well ASR facility at Fitch Park in Seaside. Both facilities are located to the north of the Santa Margarita site along General Jim Moore Boulevard and are owned by Cal-Am.

MPWMD is the facility operator when water is being injected for storage during the rainy season; approximately December through May depending on precipitation. Cal-Am is the facility operator when water is being produced for consumption. Cal-Am provides maintenance services for all sites. MPWMD owns the Santa Margarita site on which this water treatment facility will be constructed.

The Middle School site cannot accommodate water treatment facilities; neither the Middle School nor Fitch Park site can accommodate backflush basins. The Santa Margarita site was expanded to accommodate the additional backflush water, and to provide treatment for the Middle School production and any potential future production wells. The expansion was phased, with the backflush basin expansion project occurring 2018 to be followed by this water treatment facility project.

Project

In order to produce potable water from the ASR wells, disinfection is required. Chemicals are not allowed at the Middle School site; produced water from that site must be treated at the Santa Margarita site. It is likely that additional production wells will be required in the Seaside Groundwater Basin as Pure Water Monterey begins production; it is prudent to size the water treatment facility to treat water from an additional future well. In addition, Cal-Am staff has provided input to MPWMD that additional chemical injection capacity and the potential addition of corrosion control and/or dechlorination

chemicals are needed at Santa Margarita. The existing building cannot accommodate the capacity and quantity of treatment chemicals; a new building must be constructed.

A water treatment facility with 12.9 MGD capacity is to be constructed. The design is being completed by Pueblo Water Resources, who will provide Engineering Services during Construction support for this project.

This project will include, but is not limited to, construction of a new larger water treatment building, chemical unloading facilities, chemical disinfection facilities housed in the building, and injection works for disinfection and stabilization on the exterior of the building. Associated piping and appurtenances will need to be installed and in some cases upsized. The conveyance pipes between the Middle School and Santa Margarita sites are already installed and operating. Conveyance pipes between the future Fitch Park and Santa Margarita sites will be installed as a part of the Fitch Park project, not this project. Sound walls may be installed around the two wells as a part of this contract if terms can be negotiated with the contractor.

Construction is expected to begin this fall and must be substantially complete in May of 2020. The site is currently operational. Site access and functionality must be maximized.

Cal-Am will be the primary operator for the water treatment facility at Santa Margarita. As site owner, MPWMD will be the project manager and financier of the project.

Figure 1 shows a google earth image of the site during the 2018 construction.

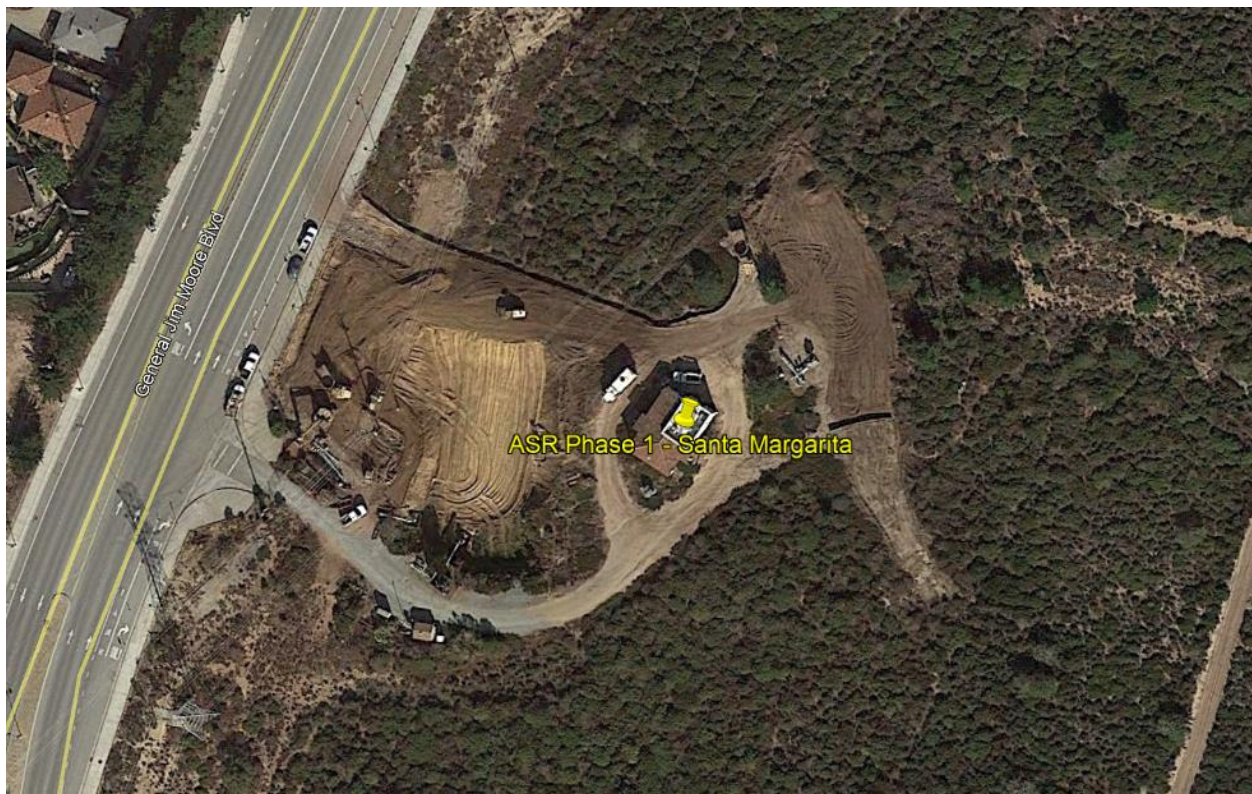


Figure 1 Site - Google Earth

Existing and future ASR sites in Seaside are shown in the following image.

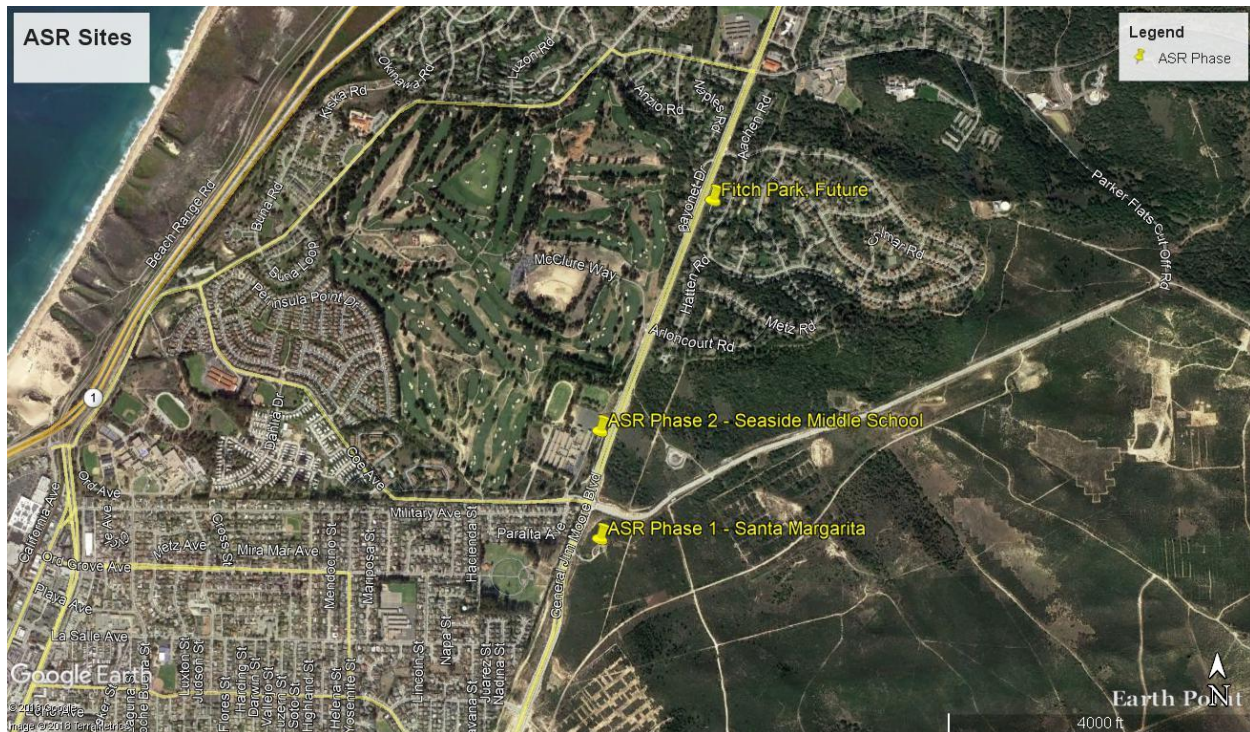


Figure 2 - ASR sites on GJMB

Site Description

The site is located on a 1.9 acre parcel on the former Fort Ord in the City of Seaside on a former munitions range. Soil and deleterious material are prohibited from leaving the jobsite (no soil export).

Neighbors are located within 200 feet of the site, on the opposite side of General Jim Moore Boulevard. During the 2018 basin expansion project, vibration complaints were received.

An environmental monitoring and reporting program was adopted and is included for reference.

If the disturbed area is greater than 1.0 acres, QSD and QSP services will be required.

Project Description

The design includes, but is not limited to, the following items:

- Design of a new chemical storage and dispensing building approximately 1500 square feet in size, with associated equipment;
- Ability to implement secondary chemical storage, dispensing, and injection for corrosion inhibitors.
- Underground piping and appurtenances for Cal-Am 30" and 16" ASR line extensions into the site;

- Chemical delivery truck offloading station for chemical supply;
- Underground piping and associated electrical/instrumentation conduits for chemical offloading facilities;
- Modification of the site grading and drainage to accommodate the new facilities. Please note rough grading was completed during the 2018 backflush basin expansion.
- Sound walls for the two ASR well pumps (optional)
- Site landscaping, automated gates, entrance paving, sidewalk repair, and security fencing.

Please note SCADA design, installation, and startup are outside the scope of this project. Conduit design and installation for future SCADA works are within the scope of this project.

Pipe tie-ins will result in encroachment to a popular sidewalk and bike lane, and commensurately affect one lane of traffic. Additionally, work under an existing frontage fence with a CMU base and concrete footing are required. The site elevation is such that water sheds to the street; stormwater and sediment control will be critical regardless of whether the site is required to enroll in the Construction General Permit.

This project is required to certify ASR wells for production which is critical to utilize Pure Water Monterey produced water and facilitate reduction in pumping from the Carmel River. Schedule is critical for this project as there are direct and indirect monetary consequences should completion be delayed.

Scope of Work

The scope of services listed herein shall serve as a guide only and may be subject to change.

The selected Consultant will act as the owner's agent representing MPWMD throughout the construction period.

At a minimum, the Consultant shall assign one (1) California Registered Professional Civil Engineer as the Construction Manager for the Construction Management team. Representatives must be available throughout the life of the project with a flexible schedule able to meet changing Contractor and project conditions.

Tasks

Services related to this RFP are detailed below. Deliverables are shown in bold.

Project Construction

- Establish and implement coordination and communication procedures among the Engineer, MPWMD, Contractor, residents, testing companies, and other required project specialists.
- Primary liaison between MPWMD and the Contractor.
- Coordinate with designer providing Engineering Services During Construction.
- Coordinate inspections.
- Prepare, print, and distribute neighborhood outreach materials in advance of construction, up to 100 residences. Primary contact for complaints.
- Coordinate system shutdowns and site access with operations departments.

Meetings

- Pre-construction meeting collaboration, attendance, and **minutes**. MPWMD will take the lead role in this meeting.
- Lead weekly progress meetings. Prepare Outlook meeting **invitations, agendas, and minutes**. Weekly agenda to include the contractor's 3-week rolling schedule, project construction schedule, and monthly updates schedule, submittals, requests for information (RFI), design clarifications (DC), potential change orders (PCO's), change orders, delays, potential claims, and construction problem resolution.
- Lead other construction meetings. Consultants shall prepare Outlook meeting **invitations, agendas, and minutes** for other project related meetings required to keep construction on schedule as possible.

Schedule and Budget

- Perform a detailed review of the Contractor's baseline schedule to review logic between activities, key activity durations, stated resources and verification of the critical path. **Document recommendations.**
- Monitor look ahead schedules. Work with Contractor to identify potential issues with critical path deadlines.
- Review schedule updates as needed for procurement updates, subcontractor scheduling, change order schedule impacts, etc. Work with Contractor to keep critical path items identified and on-schedule. **Document recommendations.**
- Investigate potential delays and assist Contractor in managing schedule risk.
- Review schedule of values.
- Track field quantities.
- Compare the contractor's monthly progress payment request to the schedule of values, the CM daily and weekly report records to confirm that the requested compensation is consistent with the work completed.
- Prepare **recommendation for payment, and/or identification of discrepancy** for owner considerations.
- Maintain project **budgets and create cost tracking reports** as needed.

Project Monitoring and Documentation

- The Consultant shall maintain **current records of all necessary contracts, insurance certificates, bonds, construction documents, permits, specifications and codes, as-built drawings, samples and submittals, operation and maintenance manuals, material tickets, test results and other construction related documents.**
- Review submittals and submittal responses, **document comments**. Create and manage a submittal **tracking log**.
- Determine the adequacy of each RFI, and provide **written responses** to the Contractor. Review and **document** input on RFI's prior to the Design Engineer and MPWMD's review. Create and manage an **RFI and Design Clarification tracking log**.
- All documentation to be in a backed-up shared file location with an agreed upon structure. Hardcopy records shall be scanned and uploaded at the end of the project, or may at MPWMD's

discretion be submitted as hardcopy only. The Consultant shall be responsible for providing and maintaining their own electronic equipment to access and make use of project electronic files.

Change Orders

- Verify that the contractor's requested price for, and potential schedule impacts associated with, potential change orders and quotes are fair, reasonable, and accurate.
- Coordinate with the project team the preparation of any revised specifications and/or sketches needed to define the scope of the extra work.
- **Prepare and present Change Orders with supporting documents** necessary for approval by MPWMD and its Board of Directors.
- Provide daily verification of changes performed on a time-and-materials basis.
- Maintain a **Change Order and Request for Quotes Log**.
- All work associated with the preparation, issuance, and document control of field orders issued to the Contractor.

Contract Enforcement

- The Consultant shall provide contract administration as an agent of MPWMD.
- Confer with MPWMD and Design Engineer to discuss and resolve matters, such as work procedures, complaints, or construction problems. Participate on a negotiation team to address conflicts as they arise.
- **Provide complete documentation**, review of merit/entitlement, a claims response strategy, and cost analysis for the MPWMD's review.

Inspections

- The Consultant shall prepare and submit for approval, an **inspection plan** containing an outline of all of the inspections that need to be made, a checklist of items to include, and the type of tests that are required (including frequency).
- Provide a lead inspector who is locally available over the life of the project and will coordinate with the Contractor to ensure full time CM coverage as required.
- All special inspection and structural observation shall be performed by a qualified special inspector which shall be retained/subcontracted and coordinated by consultant.
- Supervise and direct inspection team.
- Provide quality assurance of permanent materials used for construction to confirm that the materials meet project specifications. Inspections include but are not limited to:
 - Concrete including cellular concrete grout, foundations, concrete cylinders and labs
 - Soils, compaction, backfill materials
 - Electrical
 - Rebar
 - Welding, bolted connections, epoxy anchors
 - Paving, asphalt
 - Pipe fabrication, pipe joints
 - Protective coating inspection
 - Masonry Inspection

- Other, as required
- Provide building inspection services to ensure the constructed building meets or exceeds current California Building Standards Code, Title 24, California Code of Regulations code compliance.
- Take pre-construction and post-construction **photos and videos**. Maintain photographic and/or video records of construction progress. Standard format files located on a shared file space are required.
- Monitor the contractor's compliance with all safety, environmental, and unexploded ordnance requirements.
- Monitor for compliance with environmental requirements including dust control, stormwater runoff, sediment runoff.
- Perform daily inspections during periods of active construction. Maintain **Daily Logs**. Include work completed, contractor manpower and equipment, weather, testing events.
- **Notify the owner in writing** of actual or proposed deviations from specifications and drawings for evaluation by the designer.
- This task includes **collection of documentation** such as certificates of compliance, mill certifications, etc. as delineated in the contract documents. Provide and maintain concrete placement reports, pipe test reports, and material & equipment received reports. Non-conformance reports shall be created in the event the contractor work is deficient.

Testing and Start-up

- Provide start-up and testing assistance to owner and operations staff.

Final inspection and punch list

- Coordinate a meeting for stakeholders to inspect the project near the end of the construction period and create a **punch list**.
- Maintain a **log** of items requiring further contractor attention before substantial completion and final project acceptances can be issued.
- Coordinate follow-up meetings as necessary to resolve outstanding items noted in close-out field inspections
- Review of the contractor's As-Built submittal, punch lists, beneficial occupancy, substantial completion, field acceptance, etc.
- Ensure that the warranty initiation date log and a need for warranty work system is in place for MPWMD's use during the specified warranty period.
- At the completion of the project, the Consultant shall deliver all documents and records to MPWMD.
- When the work is completed and all outstanding paperwork has been submitted (warranties, stop notice releases, equipment certifications, record drawings, O&M manuals, training documents, etc.), process the final payment request, recommend for project acceptance by MPWMD.
- Assist with the filing of any required NOCs.

Other Activities

- The work site is in an undeveloped area with no power or internet service. If the Consultant elects to utilize a trailer, it will be at the Consultant's expense. The Consultant will need to obtain permission from Fort Ord Reuse Authority to bring in a trailer. A site visit will be conducted at the pre-proposal meeting.
- The Consultant shall be responsible for mobilizing all necessary staff to and from the project site. The Consultant is responsible prepare, equip and stock its field office with any additional office equipment not covered in the construction contract documents and required for completion of the work. The Consultant is also responsible for providing computers, networking hardware (including maintenance services of computers, networking hardware and related equipment), cellular phones, digital cameras (including memory modules), field devices such as notebook computers (which are anticipated to be required for field access to project records), as well as any other tools required for its personnel for the duration of the construction project along with other consumable supplies.
- The Consultant shall be responsible for providing all necessary personal protective equipment (PPE) and safety equipment to its CM team. Necessary PPE and safety equipment may include but not be limited to hard hats, boots, high visibility safety vests, eye protection, Tyvek suits, lights, confined space entry equipment (including air monitors, harnesses, and rescue/retrieval equipment), fall protection equipment (including ladders, portable tripod/ davit arm system with fall arrest and retrieval accessories).
- Prevailing Wages. The selected firm shall comply with the Labor Code Section 1770-1781 and all workers employed on or in execution of the project shall be paid not less than the applicable current prevailing wage as determined by the Director of the Department of Industrial Relations. B. Registration with California Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the time of bid.

Optional Tasks

- Provide Qualified SWPPP Practitioner (QSP) to perform necessary inspections, provide recommendations for appropriate BMPs or repair of existing BMPs, and to file required reports with the State Water Quality Control Board. Review and approve the Contractor's submitted SWPPP. (optional)
- Pre-construction support including attendance at the preconstruction meeting, evaluation of bids, review of bid documents, and review of addenda. (optional)

Consultant is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the Project as defined on the plans and in the specifications. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the Additional Work or Services must be included in the proposal but separated as Optional Services in the Consultant's Fee Schedule.

Instructions

Point of Contact

All interested parties regarding this solicitation shall notify the Project Manager to receive email notifications.

Maureen Hamilton
Project Manager
mhamilton@mpwmd.net

Schedule

Task	Date
Issue RFP	July 1, 2019
Pre-proposal site tour	10:00 a.m. Tuesday July 23, 2019
Questions Due	5 p.m. on Thursday July 25, 2019
Proposals Due	7 a.m. on Thursday August 1, 2019
Proposal Review and interviews	August 1-6, 2019
MPWMD Board Consideration	August 19, 2019
Estimated notification	August 21, 2019
Estimated construction bid opening	September, 2019
Estimated start of construction	November, 2019
Estimated substantial completion	May, 2020

Proposals sent received after the Proposals Due time will not be accepted. Proposals shall remain valid for 100 days after the opening date.

The term of the contract will extend beyond the estimated substantial completion to allow for contract closeout.

Reference Documentation

All RFP documentation, information, updates, and responses will be made available on the project website.

https://www.mpwmd.net/who-we-are/project-bids-rfps/SMWTF_CM_RFP/

It is the responsibility of each prospective firm to download and print all RFP documents for review and to verify the completeness of the documents before submitting a proposal. It is the responsibility of each prospective firm to check the website through the final date for proposal submission for any applicable addenda or updates. MPWMD does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the RFP documents.

MPWMD reserves the right to revise the RFP documents. Any changes to the requirements will be made by written addenda to this RFP. Failure to acknowledge all posted addenda may cause a proposal to be deemed non-responsive to this RFP and be rejected without further evaluation.

Pre-proposal Meeting

A pre-proposal meeting will be held at 10:00 a.m. Tuesday July 23, 2019. We will meet at the facility located on the south east corner General Jim Moore Boulevard and Coe Avenue, approximately 100 yards south of Coe Avenue.

Questions

Questions and correspondence regarding this solicitation shall be directed to the project manager in writing. The questions will be researched and answers will be communicated to all known interested Consultants after the Questions Due date given in the Schedule. Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.

Prospective Consultant shall not contact MPWMD officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the Consultant.**

Submission

Proposals can be emailed to the Project Manager mhamilton@mpwmd.net, or delivered to:

Maureen Hamilton
Project Manager
5 Harris Court Building G
Monterey, CA 93940
Attention: CM RFP

MPWMD will not be responsible for proposals that are delinquent, lost, or incorrectly submitted. MPWMD will not compensate any proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of MPWMD. MPWMD may retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

No amendment, addendum or modification will be accepted after the deadline stated herein for receiving proposals. Proposer may modify or amend its proposal only if MPWMD receives the amendment prior to the deadline stated herein for receiving proposals.

Proposal Requirements

All addenda shall be included with the proposal as verification that the prospective firm has received and reviewed all addenda.

Please submit two pdfs; one with the technical proposal and one with the price proposal breakdown. For hardcopy submissions, please enclose the price proposal breakdown in a sealed envelope and marked "Price Proposal".

It is the proposing firm's responsibility to ensure delivery of the proposals. A confirmation email can be sent for prospective firm's that supply the project manager with a contact and email address.

Technical

The Consultant should provide a description of their understanding of the project and a discussion on the proposed approach to accomplishing the scope of work set forth in this RFP. The discussion should include a discussion of project and technical issues and challenges, and the Consultants plan to address issues and challenges.

Consultant shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary to complete the described work.

The information contained within this RFP is a general outline of the scope of work to be provided by the selected Consultant. It is intended as a guide only, and the specific scope of work to be provided by the Consultant must be included within their proposals.

All potential respondents to this RFP are advised to include any information and/or procedures, which they deem pertinent and critical for the success of this project. Items that are added to the Tasks described above should be clearly identified within the proposal and should be supported with appropriate reasoning for addition. The cost of such items to be added should be separately noted as "Optional Tasks" within the proposal. Similarly, any additional costs that in the opinion of the proposer must be expended to make the project operational shall be identified as such within the cost estimate section of their proposal.

The level of effort required to complete the work should be broken down on an hourly basis categorized by staff member and sub-consultant roles. The fee and rates should **not** be included in the technical section; fees and rates are to be provided in a separate sealed envelope detailed in the Price Proposal section of this RFP.

Qualifications

- Provide a summary of the prospective firm's qualifications and experience with construction management for water supply and water treatment projects.
- List recently completed projects in public water supply and water treatment.
 - Project name, location, size, and completion date.
 - Please include client's name, contact information, dates.
 - Description of services performed by your organization.
 - Personnel assigned to the project.
- Provide project team organization and team experience, including subcontractors.
 - The key personnel of this designated team shall not be changed unless agreed upon by MPWMD.
 - In addition, list all team personnel (including subcontractors) professional registration certification and/or license designations and numbers that are currently active in the State of California. Do not list any inactive registration and/or license designations.
- Coverage plan throughout the project life, including existing workload and ability to provide full time coverage when needed during construction. State the specific duties and pertinent experience of the subconsultants, including all licenses and certifications.
- Provide specific information on your organization's (and that of all organizations included in the project team) litigation history in the last five (5) years, termination for default, litigation by or

against your organization, and judgments entered for or against your organization. If there is no litigation history in the past five (5) years, please so state.

Price Proposal

Consultant shall price the cost of work based on the project deliverables outlined in this RFP and consistent with the categories in the Technical section of this RFP.

The fee proposal for the project shall be proposed as not-to-exceed fee broken out for each separate section in the scope of services. The level of effort required to complete the work should be broken down on an hourly basis categorized by staff member and sub-consultant roles. The fees are to be based upon the hourly wages to be included in Consultant's proposal. Consultant hourly rates shall be all-inclusive and include/account for all direct labor costs, fringe benefits, equipment, materials, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services.

Consultant shall provide a written and signed statement confirming their proposal is inclusive of all elements necessary to complete all goals, tasks, and project deliverables within 18 months of the execution of the Agreement.

All other services not included herein shall be negotiable as required.

MPWMD is not liable for any cost incurred by Consultant in response to this solicitation.

Proposal Evaluation

Issuance of this RFP and receipt of proposals does not commit MPWMD to award a contract. MPWMD expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to award all or a portion of the proposed scope of work, or to cancel all or part of this RFP.

An evaluation committee will review and evaluate the proposals against the following criteria:

- Qualifications and experience;
- Understanding of project goals;
- Proposed methodology to fulfill the intent of this RFP;
- Ability and capacity to fulfill the intent of this RFP;

At the completion of the review process, proposers will be ranked based on the criteria described below and MPWMD will select the highest ranked firm or, at MPWMD's option, the most highly qualified firms will form a "short list". In the event that a "short list" is established interviews may be scheduled for the week of August 1-6, 2019. The interview session will not exceed one hour per firm. The costs of attending any interview are the Consultant's responsibility. No proposer shall be entitled to or otherwise guaranteed an interview with MPWMD. Following presentation/interviews, the evaluation committee will rank the proposals.

Price negotiations will commence with the highest ranked technical proposer. If these fees are mutually agreed to after negotiations, then that firm will be referred to the Board. If no agreement can be

reached as to price, then the first ranked firm will be excused, and the second ranked firm will be asked to begin the negotiation process. This procedure will be followed until a firm is selected.

Following successful negotiations, the contract will be referred to the MPWMD's Board of Directors for approval.

MPWMD reserves the right, after opening the proposals, to reject any or all proposals, or to accept proposal(s) that in its sole judgment are in the best interest of the MPWMD. MPWMD reserves the right to cancel the project at any point and pay the Consultant only for costs incurred to that point and for work completed which is usable by MPWMD as determined by MPWMD.

MPWMD reserves the right to award subsequent contracts for additional work to the selected Consultant (if a selection is made) or to another Consultant who has submitted a proposal for this solicitation.

This is not a competitive bid process and the consultant will not be selected based on price alone. The review panel may choose to review the fee proposals prior to their final ranking of the proposal submittals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal. MPWMD reserves the right to waive any informalities or irregularities in this RFP process, or in any proposal.

Agreement to Terms and Conditions

The successful proposer will be required to execute a contract (agreement) with the Monterey Peninsula Water Management District. The standard form of the Professional Services Agreement is enclosed (Attachment 1) complete with insurance and indemnity requirements. The successful consultant must be willing to accept the attached Professional Services Agreement without exception. Submission of a proposal confirms that the consultant, if selected, accepts the attached Professional Services Agreement with all terms and requirements contained therein.

Department of Industrial Relations Requirements

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful consultant, copies of which are on file and will be made available to any interested party upon request at Employment Development Department – 700 Franklin Blvd. #1100 Sacramento CA 92582 or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful consultant at the job site. The successful consultant and all subconsultant(s) or subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all consultant, subconsultant(s), and subcontractor(s) that wish to propose on, be listed in a proposal, or enter into a contract to perform

public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract will be entered into without proof of the consultant's, subconsultants' or subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the consultant and its subconsultants or subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In proposing on this project, it shall be the consultant's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.

Insurance and contract requirements

MPWMD requires insurance policy endorsement form (or a certified copy of an insurance policy providing the same provisions as the endorsement forms) be submitted and approved before the contract can be executed. If a selected consultant is not able to provide the insurance requirements, MPWMD reserves the right to immediately cancel consultant's selection, and select another consultant to perform this work.

Subconsultants and subcontractors of Consultant are required to have the same coverage as the Consultant. It is Consultant's responsibility to ensure that any subconsultant or subcontractor have obtained the proper insurance coverages.

A copy of the typical contract language that MPWMD requires is included in Exhibit A. The proposal should indicate any concerns that your firm will have with this language or if the terms are acceptable.

https://mpwmd-my.sharepoint.com/personal/mhamilton_mpwmd_net/documents/rfp/smwtf_cm_rfp_27jun2019.docx

References

The following documents will be available:

- Exhibit 1. Sample Agreement
- Exhibit 2. CEQA Initial Study and Environmental Mitigations for Significant Items
- Exhibit 3. 90% drawings (contact Project Manager)
- Exhibit 4. Associated specifications (pending)
- Exhibit 5. Call-for-bids from previous Backflush Basin Expansion Project
(https://www.mpwmd.net/wp-content/uploads/ASR_BasinExpansion_Call-for-Bids-30May2018.pdf)

**AGREEMENT BETWEEN THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND
PSOMAS
FOR CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT is entered into this ____ day of _____ 2019, by and between PSOMAS, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

SECTION I - SCOPE OF SERVICES

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

SECTION II TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule that will be provided by the successful bidder on the Santa Margarita Water Disinfection Facility Construction Project, which will be issued for bid in August, 2019

Consultant will perform its scope of services to the level consistent with the standards of the industry. As no design services are included in the scope of work, consultant does not warrant the quality or completeness of, nor have liability for, the design.

SECTION III COMPENSATION

A. FEE SCHEDULE

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

B. METHOD OF PAYMENT

Payment of fees shall be based on a time and materials basis, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the Scope of Work shown in **Exhibit A**. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by MPWMD that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Work. Where MPWMD finds the work to be unsatisfactory, MPWMD shall describe deficiencies in writing to Consultant within ten (10) days.

C. MAXIMUM PAYMENT

Payments to Consultant for services rendered and expenses incurred under this Agreement **shall not exceed \$190,280.**

D. LATE PERFORMANCE PENALTY

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

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

SECTION IV INSPECTION OF WORK

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

SECTION V OWNERSHIP OF PROJECT REPORT

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of MPWMD.

Consultant may retain copies for his/her own use.

SECTION VI RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. MPWMD shall provide Consultant with all relevant data and studies in its possession without charge.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Work.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, material men, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VII INSURANCE

- A. Consultant shall obtain and keep insurance policies in full force and effect as shown in **Exhibit C**, Insurance Requirements.
- B. Consultant shall provide photocopies of his/her current Automobile insurance policy [or policies], including endorsements thereto, or current certificates of insurance in lieu thereof, to MPWMD.
- C. Consultant shall require any subcontractor to provide evidence of the same insurance coverages specified in Section VII Paragraph (A).
- D. Consultant shall provide notice to MPWMD of any cancellation or material change in insurance coverage where MPWMD has been named as additional insured, such notice to

be delivered to the MPWMD in accord with Section XV of this Agreement at least ten (10) days before the effective date of such change or cancellation of insurance.

- E. Evidence acceptable to MPWMD that Consultant has complied with the provisions of this Section VII shall be provided to the MPWMD, prior to commencement of work under this Agreement.
- F. All policies carried by the Consultant shall provide primary coverage instead of any and all other policies that may be in force. MPWMD shall not be responsible for any premium due for the insurance coverages specified in this Agreement.

SECTION VIII CHANGES AND CHANGED CONDITIONS

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

SECTION IX TERMINATION

- A. MPWMD may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from MPWMD that this Agreement is terminated, Consultant shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by MPWMD, Consultant shall be paid from the sum found due after having applied the provisions of Section III, Paragraph (D) of this Agreement, "Late Performance Penalty,"

where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.

- B. Upon receipt of written notice of termination, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to MPWMD, copies, including magnetic media, of data, design calculations, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Consultant in performing the services under this Agreement.

SECTION X SUB-CONTRACTING AND ASSIGNABILITY

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

SECTION XI DISCRIMINATION AND FAIR EMPLOYMENT

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

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

During the performance of this Agreement, Consultant and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and its contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

SECTION XII INTEREST OF CONSULTANT

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

SECTION XIII CONTINGENT FEES

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

SECTION XIV DISPUTES

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

SECTION XV NOTICES

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

MPWMD: Maureen Hamilton
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 or
 P. O. Box 85
 Monterey, CA 93942-0085

CONSULTANT: Melanie Carrido
Psomas
1660 Olympic Blvd., Suite 300
Walnut Creek, Ca 94596

SECTION XVI AMENDMENTS

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

SECTION XVII ATTACHMENTS

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

- Exhibit A.** Scope of Work, Construction Management Services Technical Proposal
- Exhibit B.** Budget and Fee Schedule, Construction Management Services Price Proposal
- Exhibit C.** Insurance Requirements

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

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

BY: David J. Stoldt, General Manager

CONSULTANT

BY:

FEDERAL TAX IDENTIFICATION NUMBER:

EXHIBIT A – SCOPE OF WORK

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SECTION

4

Understanding & Approach

The following section provides a description of our understanding of the Project and a discussion of our proposed approach to accomplish the Scope of Work set forth in the RFP.

The Santa Margarita ASRWTF (Project) is evidence of MPWMD's continued long-term commitment to meeting multiple agency and community needs. We understand that this Project is the next phase of an ongoing aquifer storage and recovery program that will be treating stored water to potable standards for Cal-Am's distribution system. This



Project is a vital step in providing a replacement water supply to assist in meeting the State's Cease and Desist Order. Like the M1W Pure Water Program, MPWMD is creatively repurposing existing alternate water sources (excess Carmel River water during the rainy season) and turning the "banked" supply into a supplementary potable water source for the community.

As we understand the Project, the process for achieving the potable element for the ASR water is through a twofold treatment process. The first step is Sodium Hypochloride chlorination and then stabilization with Orthophosphate injection prior to distribution to Cal-Am's customers. Improvements will involve necessary piping connections to existing infrastructure including the Seaside Middle School Facility discharge piping system; ASR Facility injection well system and connection to the Cal-Am distribution system; and a new facility to incorporate the treatment process into the existing ASRWTF. This Project is unique in that it will be converting the existing ASRWTF into a dual function facility. An injection well site for approximately six (6) months depending on rainfall (December to May) and a potable water supply treatment facility the other half of the year (June to November).

Given this dual functionality, we also understand the subsequent co-agency operation of the ASRWTF. MPWMD and Cal-Am share operational responsibilities for the facility depending on injection months versus treatment months. Since the primary function of this facility will be a potable water supply, Cal-Am will be the primary operator of the ASRWTF once it is complete. At this juncture, MPWMD will provide the Project Management and financing for the ASRWTF.

Understanding of MPWMD's Needs

The Project will be in the public bidding process soon with Award of Contract planned for September. Concurrently, the District is in the process of selecting a CM firm to guide the Project's success through a short turn-key duration of eight (8) months. MPWMD is seeking a CM firm that will first and foremost keep the Project on schedule for a June 1, 2020 delivery and secondly provide contract administration and inspection that is cost effective.

Specifically, for the construction of the Project, the right CM team serving MPWMD will turn the inevitable construction challenges into successes. Given our experience at the current M1W Injection Wells Phase 2 Project, we have demonstrated we have the CM team that can best serve MPWMD for the construction of their new ASRWTF.



Understanding of Cal-Am's Needs

We understand the driver for this Project is the requirement that Cal-Am eliminate diversion of water from the Carmel River for their potable water supply. Therefore, conversion of MPWMD's ASRWTF into a potable water source by June 1, 2020 is a "must".

In addition to an on-time delivery, flexibility of the new treatment systems is very important. Cal-Am's water portfolio will need to grow as the demand for potable water increases in the area. The ASRWTF will provide the flexibility for future well source water and the subsequent treatment.

Dependability of the ASR Facility as a reliable potable water source is also key for Cal-Am's ability to consistently provide their customers with quality water. The Psomas CM Team will maintain a high level of quality assurance for the ASRWTF installations for long term facility performance.

With an understanding of both MPWMD's and Cal-Am's goals for the ASRWTF, we are equipped to navigate the Project through its various challenges to a successful completion. A few of the challenges that we foresee for the Project and our subsequent approach for addressing them are listed below:

Integration of new construction into an existing operating facility

There are both mechanical and electrical integration elements that will need to be coordinated effectively.

Electrical Integration – Power and Controls

The Psomas CM Team along with Beecher Engineering have a proven track record of proactively identifying potential issues that may have significant cost or time impacts. For example, does the existing motor control center have adequate space for the new equipment? Are the new main bus or circuit breaker components compatible with the facility's existing system? Addressing these types of issues early and promptly with the designer and contractor in a professional and respectful manner is our team's standard CM approach. This is a simple example of the added value we consistently provide our clients.



Protection of Existing Utilities

Confirming existing underground utility locations and underground infrastructure will be another challenge with potential risks and costs associated with them. Potholing well in advance of the work is highly recommended to confirm existing utility elevations and account for any adjustments

in design. In addition, special care will be required working around the high voltage 21kV electrical service PGE clearance requirements between the new discharge piping and the existing electrical service may impact design. If necessary, coordination with PGE or MPWMD operations may be required.

System shutdowns

Integrating new construction into an operating facility is challenging. Through effective communication and thorough planning well in advance the work, Psomas can guide contractors through seamless shutdowns. We understand that minimizing disruptions to MPWMD and Cal-Am's system are important. Therefore, prior to the work we have all involved parties develop a detailed shutdown/tie-in plan with several "back-up" plans for any contingencies or delays to work during the shutdown.

Potential Delays

Long Lead Items – As part of our CM Team's approach, we will be focusing on the timely submittal and approval of long lead items such as valves, electrical equipment, and pumps. These items can typically take up to three to six months after approval, and with a eight (8) month project, any delays in procurement could potentially delay the Project. We recommend that MPWMD consider the pre-purchase of pumps and/or valves to mitigate this potential impact to the June 1, 2020 delivery date.

Psomas is Construction Management Plus

We have the team that is best suited for managing MPWMD's ASRWTF. Our Team is local, familiar with working in the Seaside area and on FORA property. This knowledge and experience are based on our management of M1W Injection Wells Phase 2 Project and the commitment of our team members to protect resources for the communities we serve.

The Construction Management Plus (**CM Plus**) service that we provide is the knowledge, experience, and enthusiasm to lead collaborative teams that deliver smarter, resource efficient solutions for our clients.

We represent our clients' interests, putting the project's needs first — coordinating between the designer, contractor and other stakeholders to focus on the common goal of successful construction completion. This means that MPWMD will benefit from the objective quality of Psomas's CM Plus Services. Our day-to-day activities, decisions and recommendations are always based on "doing what is best for the Project", and we develop a project culture that promotes a team atmosphere. This approach is at the core of Psomas's CM Plus service and provides maximum value for MPWMD.

The following section provides a more detailed description of the day to day CM services that we are currently providing M1W and will provide MPWMD if selected.

Pre-Construction Phase

During Pre-Construction, we will efficiently prepare all team members for the upcoming construction:

- As Team Leader within the Psomas CM Division and Regional Manager of the Northern California Walnut Creek Office, Gary will provide technical advisory services and will provide access to supplementary resources within Psomas, if needed.
- The entire CM team will perform a comprehensive review of all Project documents and site constraints.
- Psomas will assist MPWMD with community outreach to present and discuss the potential construction impacts. This will include preparation and distribution of outreach materials.
- Pre-Construction Conference – Melanie will lead the Pre-Construction Conference.

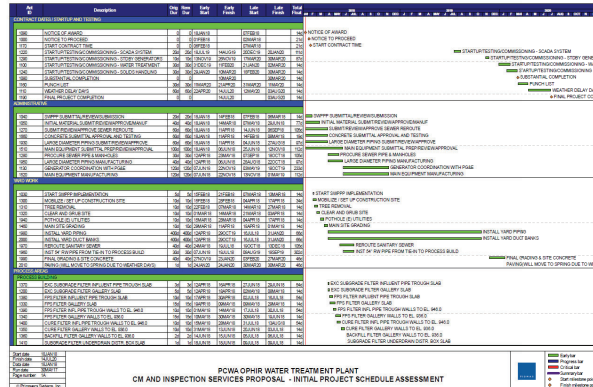
She will initiate, coordinate, facilitate and document the Pre-Construction Conference with MPWMD, the Contractor and all other Stakeholders. The Pre-Construction Conference is our opportunity to establish partnering relationships with all participants. We emphasize the importance of communication protocol and keeping the Psomas CM team as the "hub" for all project correspondence and discussions.

Construction Phase - Contract Administration

Proactively identifying and resolving issues in all aspects of Construction Administration is how the Psomas CM Team approaches our CM services. Examples of our CM approach to resolving them are highlighted on the following pages.

Schedule Review and Analysis

Gary and Melanie will meet with the Contractor after reviewing the Contractor's preliminary schedule and will assist with the development of their Baseline Schedule to provide sequencing recommendations to best meet Contractual milestones and constraints. We understand the importance of the development of an acceptable and realistic Baseline Schedule. The accepted Baseline Schedule will provide the road map for construction activities and will be the datum for all future updates and delay analysis. Given that construction is a dynamic process, Schedule Updates produced by the Contractor will be reviewed by Psomas with a focus on accurate presentation of as-built dates and durations as well as incorporation of any changes to Contractor sequencing.



Project Cost Control

Psomas understands that maintaining budget is a key factor for Project success. We achieve that through monthly monitoring of Contract expenditures and efficiently addressing, negotiating and processing changes in a timely fashion.

Progress Payments: At the beginning of the Project, Psomas will review and approve the Contractor's Schedule of Values to provide the basis for monthly Progress Payments. Psomas can assist MPWMD in projecting cash flow need throughout the duration of the Project based on the Contractor's schedule and monthly Progress Payments.

Every month, Psomas inspection staff will work with the Contractor to compare current Progress with invoiced amount and will revise accordingly. Patrick will then finalize quantities and monthly costs for billing purposes working with MPWMD's accounting department for proper format and processing. Melanie will provide oversight of each billing to confirm accuracy and overall Project budget status monitoring.

Change Order Management: Changes are an accepted reality of the construction process. After determining the merit of extra work items, our CM team will partner with the Contractor and Owner to resolve and finalize changes with MPWMD's General Conditions and the Contract, utilizing either negotiated lump sum forward priced changes or through a Force Account basis.

For lump sum negotiated changes, Melanie will prepare timely independent cost estimates as a basis for Contractor cost proposal review and negotiations. Pertinent backup information, brief description of reason for the change and documentation of negotiation process will accompany all change orders for MPWMD's approval process.

For changes that need to be implemented within shorter time frames to minimize schedule delays, Melanie will provide Field Instructions to the Contractor to proceed on a Force Account (time and material) basis. Our field staff will diligently document and come to agreement on extra work labor, equipment and materials daily. This approach will streamline review of submitted costs for daily extra work and allow for efficient finalizing of change orders.



As part of change management, our CM Team will also work with the Designer, WR&D, to provide clear direction to the Contractor to any Owner required or initiated changes. Design clarifications and subsequent Requests for Quotes (RFQ's) will be generated and tracked by Psomas for pricing. Cost proposals will then be reviewed.

Design Clarifications: As part of change management, our CM Team will also work with the Designer, WR&D, to provide clear direction to the Contractor to any Owner required or initiated changes. Design clarifications and subsequent Requests for Quotes (RFQs) will be generated and tracked by Psomas for pricing. Cost proposals will then be reviewed.

Progress Meetings

Melanie will be organizing, coordinating, and running weekly progress meetings as part of the necessary communication for keeping the projects on track and identifying and addressing any delays or cost issues for early and prompt resolution. Records of discussions for progress meetings and pertinent field coordination meetings will be prepared and retained as part of Project documentation.

Establishing and Maintaining Permit Agency Requirements

We will assist the MPWMD in maintaining compliance with SWCP and SWPPP requirements including maintenance of existing on-site BMPs and soil and stockpile management. Beyond the mechanics of submittal processing, Psomas provides the preliminary review to streamline the review process and minimize re-submittals. We also focus on critical submittals and expedite those materials and/or equipment submittals that have long lead times for procurement or other potential impacts to the Project Schedule.

Project Document Control

Psomas will utilize ProCore, a cloud based Project document control system that will streamline the communication and documentation process as part of our Contract Administration function. Psomas has been using Procore, since their early development years in 2012 and helped grow and modify their system specifically for CM utilization.

- We will add Project participants to the Procore directory for early Project communications and documentation and provide one-on-one tutorials as needed.
- All project documentation and communications will be centrally and electronically archived within PROCORE and provided to MPWMD at the end of the Project via USB drive as part of Project Closeout.
- Submittal Processing Submittal Processing: Patrick will be the primary person on the CM Team reviewing Contractor submittals for completeness and general conformance prior to forwarding to the Designer, MPWMD, and Cal-Am for review and approval.

Procore Advantage

- ☑ We are well versed in Procore.
- ☑ ProCore is a cloud-based document tracking program that is the construction industry's leading, most versatile software that Contractors, Owners, and CMs use for efficient communication and project related Contract Administration.
- ☑ Psomas has been using Procore since 2012, so our CM team is very familiar with the platform.
- ☑ As a benefit to MPWMD, we will provide tutorials as needed to all Project participants (Contractor, Owner, Designer) to facilitate efficient and timely collaboration.

Submittal Processing

Patrick will be the primary person on the CM Team reviewing Contractor submittals for completeness and general conformance prior to forwarding to the Designer, MPWMD, and Cal-Am for review and approval.

Submittal/Procurement Challenge

The ASRWTF long lead items such as pumps, valves and electrical and control equipment, will be important to a June 1, 2020 project delivery date. Therefore, focusing on time sensitive submittals affecting the Contractor's ability to perform within Contractual timelines will be key to achieving Project success.

CM Plus Approach – Focus on achieving early submittal approval of the Contractor's dewatering/by-pass pumping plans, excavation/shoring plans and long lead equipment. We will work with the Contractor to identify long lead procurement items and focus on coordination meetings with the supplier/designer to minimize re-submittals particularly for any materials or equipment required for the Salinas IWWTF or for the new Pond 3 that may affect start-up and testing of the diversion pump station (pumps, motors, MCCs VFDs, etc.)

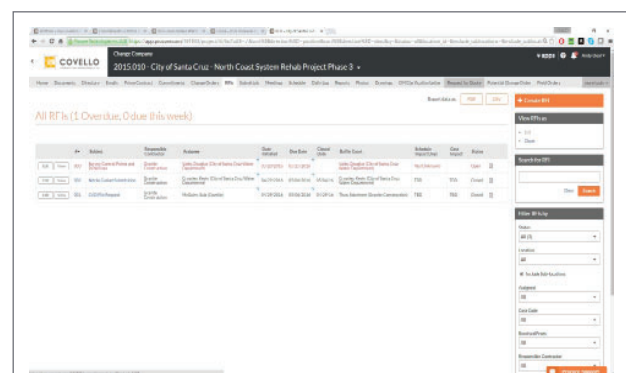
RFI Processing

Communication is key when seeking clarification of field applications and installations as it relates to design intent. This typically occurs during the Request for Information (RFI) process. During this important process, the CM Team will make sure the question or issue is fully understood, reviewed and clearly expressed. Like the Submittal vetting process, Psomas will 1) determine if the answer to the question is already addressed within the Project Documents and 2) meet with the Contractor to help clarify the RFI, and 3) provide the best practical solution as an option as part of the RFI. This approach is another example of proactively helping the Project move forward efficiently while utilizing the strengths of all members of the Project Team.

CM RFIs

This is also an area where Psomas provides added value to the Project, by seeking clarifications directly with WR&D. We will identify "show stopper" issues that could substantially impact overall Project delivery in advance.

As an example, PGE related questions and coordination is where this approach has benefitted both the Source Water Projects and the Injection Wells Phase 2 Project.



Property Agreements and Respecting

Relationships: Based on the numerous entities MPWMD has worked with for the current M1W – Injection Wells Phase 2 Project, the Seaside Middle School ASR Site and the pending Fitch Facility, we understand the importance of adhering to established agreements and promoting a positive experience during construction for partnering with the City of Seaside, FORA, Cal-Am and the residents of Seaside.

Consistent communication will be key to achieving this goal as well as determining how best to minimize impact of construction activities to City of Seaside, GJMB and property owners close to planned construction.

Property Agreements and Respecting Relationships

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Consistent communication will be key to achieving this goal as well as determining how best to minimize impact of construction activities to City of Seaside, GJMB and property owners close to planned construction.

MPWMD Santa Margarita ASR Facility Operations

Minimizing impacts and eliminating unplanned disruptions to the MPWMD's ASR Facility operations will be important throughout construction. Psomas will make sure the Contractor's planned work is compliant with ASR Facility hours of operation and will not disrupt MPWMD's day to day activities. Psomas will also initiate coordination meetings and Process Interruption Form (PIF) discussions with Operations and Engineering personnel as applicable and appropriate. Temporary bypass plans, as-needed or if appropriate, will be thoroughly reviewed and vetted prior to shutdowns and/or tie-ins. This advanced attention and developing contingency plans with the Contractor's crews and Agency Operations is key for implementing problem free shutdowns for the 30-inch Middle School Connection, 30-inch GJMB Cal-Am distribution and ASR Well Piping.

Safety

Safety is the highest priority. A successful project is a safe project, which protects all people either directly or indirectly involved with the construction process. Psomas will reinforce the importance of Contractor compliance with CalOSHA safety standards and Contractor implementation of their own IIPP for protection of their personnel during construction.

We will verify that all project participants are trained in MPWMD's, CalAm and FORA safety guidelines and protocol for any work occurring on either agency's property, including Lockout/ Tagout (LOTO) procedures. We will also verify that any work impacting the public are clearly delineated by the Contractor with proper signage and adequately protected work zones.

Construction Inspection

Our field and inspection staff provide timely, accurate daily site observations with a focus on delivering quality construction, minimizing Contractor rework and identifying potential concerns that may affect time or costs to the Project. Examples of what our inspectors and field staff implement daily as part of construction observation include:

- Quality Assurance for contract compliance and monitoring for adherence to industry standards across all disciplines – civil, structural, mechanical and electrical.
- Providing prompt notification to the Contractor for correction and minimal cost and time impact.
- Understanding Contractor's production expectations which translates to efficiency in materials testing coordination and costs as well as preventing delays to Contractor's scheduled activities.
- Streamlining Project closeout and acceptance by preparing Corrective Work Items lists early on and prior to the Punchlist, so items can be addressed while Contractor resources are readily available and segments of work can be accepted for beneficial use.
- Record Drawing maintenance will also be verified on a regular basis to facilitate timely submission during Project Closeout.

Quality Control (QC)/Quality Assurance (QA) Challenge - Treatment Facilities

We understand the importance of quality installation as it relates to the long-term performance of a reliable, sustainable potable water supply source.

Our materials testing subconsultant, Pacific Crest Engineering, will provide quality assurance for trench backfill material and compaction operations.

Systematic detailed documentation of all pipe tests conducted in accordance with Contract requirements will be provided for future reference and utilized as other components of the Project are brought on-line.

Operational and System Integration

We will work with MPWMD and Cal-Am Operations staff to integrate new control systems for the treatment facilities with their existing systems at the plant for reliable, remote operation.

We will also review PG&E 21kV primary power to the site to identify any potential coordination or design modification issues. Our CM team will guide and provide a systematic approach for start-up and testing of the pumping facilities from functional testing of individual mechanical and electrical components, through to system and operational testing.

Post Substantial Completion

The Psomas CM team will guide the Project to Final Completion utilizing the same efficient approach for Punchlist preparation and identifying other activities required to achieve Final Completion and Acceptance. We will confirm that Project Closeout documentation submitted by the Contractor is complete, including Warranty Forms, O&Ms and Record Drawings.

CM Plus Approach (Proactive Project Management) – Our CM team excels at providing practical, timely recommendations for any construction or design conflict issues that may arise. When making recommendations for solutions, we focus on options that are best for the Project. This approach is practiced in the field through Submittals, RFIs, CM RFIs, etc., as well as in ad hoc field meetings when necessary.

In addition, our field engineering team is trained to identify potential issues ahead of time in order to prevent or mitigate activities before they become issues. Given our experience on similar projects, the CM team will bring all their lessons learned to avoid issues and deliver timely success.

Consultant Written and Signed Statement

According to the requirement of the RFP we are providing this written and signed statement which confirms that our proposal is intended to be inclusive of all elements necessary to complete the described work.



Gary Skrel, PE
Regional Manager



Melanie Carrido, PE; QSPP
Construction Manager

SECTION

5

Project Life Coverage Plan

The CM Team that is currently managing the Monterey One Water (M1W) Injection Wells Project – Phase 2, will support the Santa Margarita ASRWTF (Project) in the same manner. Psomas plans to provide CM services that are flexible and cost effective by providing the appropriate resources that match the level of activity and timing of activities for the ASRWTF. We understand that field work will fluctuate depending on the Contractor's schedule and sequencing. As a result, Psomas' primary CM team members, Melanie and Patrick, with as-needed key inspection support by Larry, will be prudent with their presence on site providing the oversight required for quality assurance and project management support on an as-needed basis to keep the Project moving forward and addressing issues in a timely manner.

Melanie will allocate appropriate resources including assistance from other Psomas staff and/or subconsultants as dictated by activities and issues. Melanie will be the lead CM for the Project and Patrick will be the Office Engineer/Field Engineer performing the role that he has provided on several previous projects. Larry will provide structural/building inspection reinforcing Patrick's field observation, on an as-needed basis, for other critical civil or mechanical elements.

The dynamic nature of the Project's schedule requires the CM Team to be flexible, which Melanie, Patrick and Larry have exemplified thus far for the concurrent "bookend" M1W Pure Water Program Projects: the Injection Wells Phase 2 Project and the Blanco and Reclamation Ditch Diversion Facility Projects. Melanie's participation will average approximately 1/4 time throughout the Project. Larry and Patrick will be providing combined part-time 1/4 time support as-needed in the Fall of 2019 and focused 1/2 time support for pipe and building construction in 2020.

Psomas CM Proposal for the Santa Margarita ASR Treatment Facility Chlorine Project

Psomas' local CM Team possesses a proven track record and established working relationships with both internal and external stakeholders. This is best evidenced by the current services being provided to M1W. In this regard, MPWMD may have a question regarding our current workload and how it affects our availability to manage this Project.

Our response is straightforward and simple. We can manage MPWMD with flexible resources on an as-needed basis and as dictated by activities on site because we are currently supporting a few local projects in the area with a similar "on-call" and as-needed basis. For example, Larry will be providing part-time inspection support for M1W's Salinas Stormwater Phase 1B Project with a similar project duration as MPWMD's ASRWTF project. Melanie is assisting M1W's in-house PM, Tom Kouretas, with CM advisory support on an as-needed basis as well.

With multiple ongoing projects and varying construction activities over time, we have the ability and flexibility to deploy additional on-call support when needed. Similarly, we will scale back as required to meet the construction needs and respect MPWMD's budget constraints. The versatility, capabilities, and excellent communication skills of each of our CM Team members allows us to capitalize on the strengths of Psomas' professionals and our subconsultants to support the Project dynamically, seamlessly, and cost efficiently.

Our proposed team has the range of experience and the practical field knowledge to match our level of aptitude with our can-do attitude. Our team (Psomas and subconsultants) have been working together consistently for many years, building on their shared knowledge base and reinforcing the partnering approach inherent in CM Plus – excellent timely communication and a unified team for project success.

Level of Effort

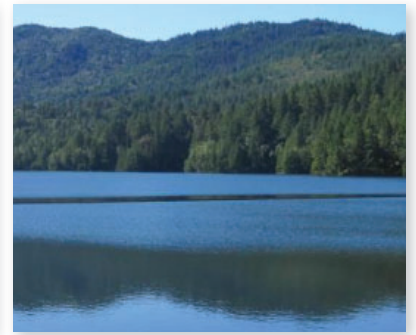
Our proposed team members are all available to meet the current construction schedule forecast. The Project constraints require a CM staffing plan that is dynamic to meet the construction activities. The following table shows the number of hours required to complete the project by our Team over the course of the project beginning in September 2019 through project close-out in July 2010.

Please note that we have included an allowance for Gary Skrel in-lieu of labor hours as part of our separately submitted Price Proposal. You will also notice that the table does not include allocations for our subconsultants – Pacific Crest Engineering, Beecher Engineering, and BACC - as their precise level effort is dependent on the level of services needed at the time of the project and difficult to anticipate ahead of time.

Psomas Labor Description		Labor Forecast (hours)	2019				2010						
Title	Proposed Staff		Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
Principal/Project Manager	G. Skrel	allowance											
Construction Manager	M. Carrido	376	16	36	36	36	36	40	40	40	40	40	16
Office/Field Engineer	P. Hughes	400		40	40	40	40	40	40	40	40	40	40
Lead Inspector	L. Clough	196		4	4	4	4	12	24	56	56	32	-
Psomas Labor Subtotal		972	16	80	80	80	80	92	104	136	136	112	56

EXHIBIT B – BUDGET AND FEE SCHEDULE

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Construction Management Services Price Proposal



Monterey Peninsula Water Management District

Psomas Price Proposal

The RFP requests a Price Proposal for each separate section in the Scope of Services. The Price Proposal is based on Psomas' preliminary assessment of our anticipated Level of Effort to provide MPWMD with the requested Scope of Services. There are several factors that influence our anticipated Level of Effort for construction management services, including:

- Our extensive experience providing these services on similar projects.
- The plans and specifications which define the physical scope and complexity of the work.
- The scope of subconsultant services including materials testing and specialty inspections.
- The project duration.
- The experience and performance of the contractors, subcontractors, and suppliers. (An experienced, collaborative contractor typically requires less construction management resources than an inexperienced and/or claims oriented contractor.)

As a result, we consider our proposed Level of Effort and Price Proposal as preliminary and subject to further refinement. The Price Proposal is based on the forecast Level of Effort presented in the Technical Proposal and is presented in the table below.

SUMMARY OF SCOPE OF SERVICES PRELIMINARY PRICE PROPOSAL	
Service	Amount
Construction Inspection - Psomas	\$60,740
Construction Inspection - Subconsultants	\$28,350
Contract Administration - Psomas	\$98,040
Contract Administration - Subconsultants	\$ 3,150
Total	\$190,280

On the more detailed Price Proposal and Level of Effort Summary spreadsheet that follows, it is important to note that the Level of Effort shows summary forecasts for our proposed staffing over the complete duration of the Project. The actual hours will be highly dependent on the contractor's work plan, actual activities, and weather. As a result of our flexible resources, we can accommodate this dynamic construction Project. As was noted in the Technical Proposal, our proposed staff are available to meet the service demands of the Project.



**Monterey Peninsula Water Management District
Santa Margarita ASR Water Treatment Facility**
Price Proposal and Level of Effort Summary
Construction Management and Inspection Services
August 1, 2019

Psomas Labor Description		Labor Forecast (hours/rate/amount)													
Title	Proposed Staff				Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20
Principal/Project Manager	G. Skrel	allowance		\$ 5,000											
Construction Manager	M. Carrido	376	\$ 190	\$ 71,440	16	36	36	36	36	40	40	40	40	40	16
Office/Field Engineer	P. Hughes	400	\$ 125	\$ 50,000		40	40	40	40	40	40	40	40	40	40
Lead Inspector	L. Clough	196	\$ 165	\$ 32,340		4	4	4	4	12	24	56	56	32	-
Psomas Labor Subtotal		972	n/a	\$ 158,780	16	80	80	80	80	92	104	136	136	112	56
Psomas Other Direct Costs				\$ -											
Subconsultants															
Pacific Crest (Materials QA Tests and Inspection)		allowance		\$ 20,000											
Beecher Engineering (Electrical)		allowance		\$ 5,000											
BACC (Coatings)		allowance		\$ 5,000											
Subconsultant Subtotal				\$ 30,000											
Subconsultant 5% Mark Up				\$ 1,500											
Subconsultant Total				\$ 31,500											
Total Services				\$ 190,280											

Notes & Assumptions:

1. Psomas' rates are "composite rates" for Fee Proposal purposes, valid through July 2020. Prevailing Wage Rates may need to be adjusted if the State of California enacts an unanticipated rate increase.

2. Anticipated Construction Dates:

Construction NTP	1-Sep-19	
ASR Treatment Facility Sub. Completion	1-Jun-20	
Final Completion	1-Jul-20	30 days after Sub. Completion
Complete Close-Out	30-Jul-20	30 days after Final Completion

EXHIBIT C**INSURANCE REQUIREMENTS**

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability - "Any Auto - Symbol 1"
 - D. X Commercial or Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. Owners & Consultants Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000, except for coverage "D", which shall not be less than \$2,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this Agreement shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless MPWMD.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. MPWMD shall be listed as a certificate holder on the Consultant's Commercial or Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 30-day prior written notice of cancellation, excluding cancellation due to nonpayment of premium.
- IV. MPWMD requires that the Consultant carry a commercial liability policy written on a general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B & C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)
 - B. The comprehensive general liability policy shall include as an additional insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."
 - C. This policy shall contain a severability of interest clause or similar language to the following:

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

- D. All policies shall contain a provision that the insurance company shall give MPWMD at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation or non-renewal. The 30-day written notice must be shown on all certificates of insurance.
- E. Certificates of Insurance for the current policies shall be delivered by the Consultant to the Risk Manager for MPWMD as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:

Monterey Peninsula Water Management District
Attn: Administrative Services Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085
- Insurance certificates may optionally be emailed to: mhamilton@mpwmd.net.
- VI. All policies carried by the Consultant shall be primary coverage as to the interest of the additional insured to any and all other policies that may be in force. MPWMD shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by insurance companies with general policy holders' rating of not less than "B" and authorized or admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.

ITEM: DISCUSSION ITEM**16. REPORT FROM GENERAL MANAGER ON PURSUING PUBLIC OWNERSHIP OF MONTEREY PUBLIC WATER SYSTEM**

Meeting Date:	August 19, 2019	Budgeted:	N/A
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From:	David J. Stoldt, General Manager	Program/ Line Item No.:	N/A
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Prepared By:	David J. Stoldt	Cost Estimate:	N/A
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General Counsel Review: N/A**Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

SUMMARY: Attached for your review as **Exhibit 16-A** is a report from the General Manager titled A Plan to Adopt and Implement a Policy to Secure and Maintain Public Ownership of All Water Production, Storage and Delivery System Assets and Infrastructure Providing Services Within the Monterey Peninsula Water Management Territory. The General Manager will provide a summary of the report and respond to questions from the Board. This is a discussion item, no action will be taken by the Board. Public comment will be received.

The report submitted as **Exhibit 16-A**, is intended to fulfill Rule 19.8 established by adoption of Measure J. The Rule requires that within nine months of adoption of Measure J, the General Manager will submit a plan as to the means to adopt and implement the policy of pursuing public ownership of the Monterey Peninsula Water Systems.

EXHIBIT

16-A A Plan to Adopt and Implement a Policy to Secure and Maintain Public Ownership of All Water Production, Storage and Delivery System Assets and Infrastructure Providing Services Within the Monterey Peninsula Water Management District Territory



Report of the General Manager
Required by Measure J

A Plan to Adopt and Implement a Policy
to Secure and Maintain Public
Ownership of All Water Production,
Storage and Delivery System Assets and
Infrastructure Providing Services Within
the Monterey Peninsula Water
Management District Territory

August 19, 2019

INTRODUCTION

The Monterey Peninsula Water Management District (Water Management District, or District) was created by special legislation in 1977 and approved by the voters in 1978.¹ It is governed by an elected Board of Directors and holds the sole authority for integrated management of the ground and surface water resources within the Monterey Peninsula area encompassing the waters of the Carmel River System and the Seaside Groundwater Basin.

On November 6, 2018, voters within the Water Management District passed initiative Measure J by 56% (23,757 voted yes) to 44% (18,810 voted no). Measure J directed that the following Rule 19.8 be added to the District Rules and Regulations, Regulation I, General Provisions:

Rule 19.8. Policy of Pursuing Public Ownership of Monterey Peninsula Water Systems

- A. It shall be the policy of the District, if and when feasible, to secure and maintain public ownership of all water production, storage and delivery system assets and infrastructure providing services within its territory.
- B. The District shall acquire through negotiation, or through eminent domain if necessary, all assets of California American Water, or any successor in interest to California American Water, for the benefit of the District as a whole.
- C. The General Manager shall, within nine (9) months of the effective date of this Rule 19.8, complete and submit to the Board of Directors a written plan as to the means to adopt and implement the policy set forth in paragraph A, above. The plan shall address acquisition, ownership, and management of all water facilities and services within and outside the District, including water purchase agreements as appropriate. The plan may differentiate treatment of non-potable water services.

This report is intended to satisfy the requirement in paragraph C of Rule 19.8.

Rule 19.8 raises several issues that are addressed in this report. Specifically:

- What is the inventory of water system assets that are not publicly-owned that are needed to provide services within the District's territory?

¹ The California Legislature endowed the Monterey Peninsula Water Management District with unique authority to manage water resources. (Chapter 527 of the Statutes of 1977, as amended, found at Water Code Appendix (Wat. Code. App.) §§118-1, et. seq. (District Law).) District Law Section 325 grants the Water Management District the power "as limited in this law to do any and every lawful act necessary in order that sufficient water may be available for present or future beneficial use or uses of lands or inhabitants within the District. . ." The Legislature found that "water problems in the Monterey Peninsula area require integrated management." (District Law § 118-2.)

- What is the best approach to consider acquiring public ownership of those water system assets?
- How is public ownership achieved?
- How should such assets be managed?
- How should the District consider the meaning of all water facilities and services “within and outside” the District?

Each of these issues is addressed in the sections that follow.

WATER SYSTEM ASSETS THAT ARE NOT PUBLICLY-OWNED

While it is clear from the Measure J election campaign that the drafters of the initiative were focused on a public buy-out of the California American Water Company (Cal-Am) assets serving the Monterey Peninsula, the language of Rule 19.8 does not expressly focus on Cal-Am. Hence it is important that the District determine how to best comply with the language that requires “public ownership of all water production, storage and delivery system assets” providing services within the District’s territory (emphasis added).

Within the District, there are private wells, Water Distribution Systems (WDS) permitted and regulated by the District, and Public Water Systems (PWS) regulated by either the Monterey County Health Department or the State Water Resources Control Board Department of Drinking Water (DDW). There are also non-potable water systems for irrigation. Clearly, it is not in the interest of the District or the public to have the District acquire every water serving or delivering facility within the District. It is recommended that the District Board develop criteria to determine which water systems should be considered for acquisition.

Water Systems Regulated By The District: District Rules and Regulations, enacted by ordinance, currently define a “Water Distribution System” to mean all works within the District used for the collection, storage, transmission or distribution of water from the Source of Supply to the Connection of a system providing water service to any Connection including all Water-Gathering Facilities and Water-Measuring Devices. In systems where there is a water meter at the point of Connection, the term “Water Distribution System” does not refer to the User’s piping; in systems where there is no water meter at the point of Connection, the term “Water Distribution System” does include the User’s piping. The District presently tracks permits for 150 identified WDS in its territory, ranging from a well with a single connection to complex systems with thousands of connections such as Cal-Am’s Main System.

The entire universe of District-permitted WDS is too broad for purposes of paragraph A of Rule 19.8. Many of the 150 WDS recognized by the District are individual wells. District Rules and Regulations often distinguish between WDS that serve fewer than four parcels and those that serve four or more. There are 23 District-permitted WDS that serve four or more connections. Table 1 shows District WDS serving at least 4, but less than 15 connections. Yet many are small, remote, and serve a specific neighborhood. It is unlikely public ownership of these small and non-contiguous WDS would pass the criterion of “feasible” inherent in paragraph A of Rule 19.8 without the District also acquiring other larger assets and being able to achieve economies of scale or the ability to consolidate with a larger system. Another method of identifying assets is indicated.

Table 1
District WDS serving at Least 4, but Less than 15 Connections

WDS Name	Connections
Aguajito Road	4
Cachagua Rd. 2	9
Carmel Valley Road II	4
Dollase	4
Los Robles Road	6
Nason Road	4
P&M Ranch	6
Ranchitos de Aguajito	10
Rancho De Robledeo	7
Schulte Road	5
Tao Woods Mutual	4

Public Water Systems: Under California Health and Safety Code, Division 104, Part 12, Chapter 4 (California Safe Drinking Water Act), Article 1, Section 116275(h)) – a Public Water System is defined as a system for the provision of water for human consumption² through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year. Public Water Systems include the following sub-classifications:

Community water systems are city, county, regulated utilities, regional water systems and even small water companies and districts where people live. Serves drinking water to at least 15 connections used by yearlong residents or regularly serves at least 25 yearlong residents.

² Human consumption means the use of water for drinking, bathing or showering, hand washing, oral hygiene, or cooking, including but not limited to, preparing food and washing dishes per Section §116275(e) of the California Health and Safety Code

Non-community non-transient water systems are places such as schools and businesses that provide their own water. The same people have a regular opportunity to consume the water, but they do not reside there. Serves drinking water to at least the same 25 persons over 6 months per year, but does not meet the requirements of a community water system.

Transient water systems include entities such as rural gas stations, restaurants, and State and National parks that provide their own potable water source. Most people that consume the water neither reside nor regularly spend time there. Serves drinking water to at least 25 individuals daily (same or different people) at least 60 days out of the year

Individuals count as users if they have access to the water (i.e., restrooms, break-rooms), whether they use water or not.

It seems logical that the District should look only at Public Water Systems within its territory or that serve customers within its territory. Appendix A shows 15 Public Water Systems from the County Health Department's Connection List that are also included in Table 2. There are also six PWS regulated by the State within the District (Santa Lucia Preserve, Canada Woods Mutual Water Company, and Cal-Am's Main, Bishop, Hidden Hills, and Toro systems). The District is also aware that there are two subdivisions serving multiple connections by Cal-Am through a single master meter (Hitchcock Canyon and Sleepy Hollow.) All of these are reflected in Table 2. The 790-connection Seaside Municipal Water System is already publicly owned, so is excluded from this review.

Table 2
Public Water Systems in or serving MPWMD Territory

Name	State PWS #	Connections ³	Population ³
Cachagua Community Center WS	2702595	6	32
Cal-Am Main	2710004	37,847	95,093
Cal-Am Bishop	2701882	371	920
Cal-Am Hidden Hills	2710022	452	1,238
Cal-Am Ryan Ranch	2701466	127	764
Cal-Am Toro	2710021	418	1,148
Canada Woods MWD	2702588	167	551
Carmel by the River RV Park WS	2701297	1	140
Chateau Julien WS (Folktale)	2702495	4	25
Garden Court WS #01	2702571	1	25
Garland Park	2702203	5	1,001
Hitchcock Canyon Water Assn	Cal-Am	15	n/a
Jensen Mobile Home Park WS	2702405	26	56
Princes Camp Resort WS	2701355	55	126
Saddle Mountain WS	2701298	1	50

³ From State Water Resources Control Board website <https://sdwis.waterboards.ca.gov/PDWW/>

San Clemente Rancho WS	2701325	1	90
Sanctuary Bible Church WS	2702544	1	25
Santa Lucia Preserve	2702521	164	823
September Ranch	Future		
Sleepy Hollow subdivision	Cal-Am	23	n/a
SPCA WS	2702370	8	130
Tierra Vista MWC	2701959	19	54

Similar to the list of District WDS in Table 1, the Table 2 list of Public Water Systems includes many small and remote systems. There are mobile home, RV, and camping locations (Carmel by the River, Jenson MHP, Saddle Mountain), stand-alone businesses (Chateau Julien water system, Garden Court water system, SPCA), community gathering locations (Cachagua Community Center, Sanctuary Bible Church), and residential neighborhoods. Only a small portion of Cal-Am's Toro system is within the District boundaries. Given that (1) there are potential operational and economy of scale issues related to acquisition and operation of small PWS located in scattered locations both within and outside the District's boundaries, (2) Measure J focuses on potential acquisition and maintenance of the water system(s) "within [the District's] territory. . . for the benefit of the entire District," and (3) the District's outside legal counsel has advised that the District does not have the legal authority to acquire and serve WDS located outside of its boundaries that are not required to serve customers within its boundaries; it is recommended the District focus at this time on the feasibility of acquiring Cal-Am's Main System (including Bishop, Hidden Hills, and Ryan Ranch) and only consider public ownership of the smaller PWS and District WDS identified above or located outside the District's boundaries, if at all, after the District first becomes owner/operator of the larger system.

If the District becomes owner/operator of the larger Cal-Am system, then it should develop criteria for public ownership of any other Public Water System or WDS in its territory. Such criteria might include number of connections, voluntary (arms-length) acquisition versus eminent domain, cost to customers, and water quality, among other considerations.

RECOMMENDED APPROACH TO CONSIDERING PUBLIC OWNERSHIP

It is recommended that in order to pass the criterion of "feasible" inherent in paragraph A of Rule 19.8, the District evaluate whether the following four measures, when taken together, indicate it is in the public interest or necessity to acquire the system:

- Financial feasibility. Will the overall cost of service system be less under public ownership and will those savings inure to ratepayers relatively quickly?
- Quality and delivery of service. Can the District provide operations and quality of service as good as or better than the current operator(s)?

- Governance. Will public ownership provide greater local control, oversight, and transparency in rate-setting, capital planning, and operations?
- Legally Permissible. Will the acquisition pass muster under California's Eminent Domain Law if Cal-Am challenges the District's "right to take" its Main System?

In the final section of this report, it is recommended the District initially examine the feasibility of acquiring the Cal-Am Main System (including Bishop, Hidden Hills, and Ryan Ranch), hence the four measures above should be considered with respect to acquisition of Cal-Am's Main System assets. The effort will be to first determine financial feasibility, and then consider operations, governance, and legal permissibility, before making a decision to move forward with preparation of a formal appraisal and presentation of an offer of just compensation to Cal-Am. Should Cal-Am reject the offer and the District is unable to negotiate a satisfactory purchase agreement with Cal-Am, then consider whether to exercise the District's power of eminent domain.

Determining Financial Feasibility: The process of determining financial feasibility to acquire the Cal-Am system will entail the following steps:

- Identify the assets for potential acquisition
- Obtain a preliminary determination of the "order of magnitude" of the fair market value of the assets to be acquired using commonly accepted valuation approaches (Income Approach, Comparable Sales or Market Approach, and Cost Approach, including both "Original Cost Less Depreciation" or "OCLD" and "Replacement Cost New Less Depreciation" or "RCNLD"). (Note: at the feasibility stage, this preliminary determination will be something short of a formal and final appraisal under the California Eminent Domain Law. If the Board determines at the conclusion of the feasibility stage that acquisition is feasible, the District would then retain an appraiser or appraisers and other supporting consultants as needed to prepare a formal appraisal meeting applicable legal requirements, and the appraiser(s) and consultant(s) presumably would be able to utilize the District's financial feasibility analysis in preparing their opinions of value);
- Identify and estimate other transition, transaction, and other incidental costs that will be incurred and capitalized in the price of the acquisition;
- Estimate the public debt and debt service requirements to be incurred based on the total estimated acquisition cost, including incidental costs;
- Consider alternative scenarios for public debt and debt service requirements if the total acquisition cost exceeds projections (e.g., by 10%, 20%, 30%, etc.);
- Develop a financial model to estimate the Cost of Service (COS) for operations going forward under private ownership and under public ownership; and

- Based on the foregoing, determine whether MPWMD's customers would realize a net COS savings under public ownership (and the extent/amount of those savings, if applicable, including a contingency available to address unanticipated acquisition cost increases.)

COS savings with a sufficient contingency (ass determined by the Board) would generally indicate financial feasibility. The Board will want to ensure there is a significant potential for COS savings before deciding to move forward with acquisition.

Identify assets for potential acquisition: Cal-Am holds water and wastewater assets throughout Monterey County. Paragraph A of Rule 19.8 refers to Cal-Am's water production, storage and delivery system assets and infrastructure providing services within the District's territory. However, under paragraph C of the Rule, and consistent with California Eminent Domain Law, the District should also look at Cal-Am assets outside the District's boundaries that serve or are intended to serve customers within District boundaries, such as the proposed Monterey Peninsula Water Supply Project (MPWSP) desalination plant. Table 3 below identifies the assets of Cal-Am, and those for the benefit of water customers within the District.

Table 3
Cal-Am Monterey County System Assets

Within District Territory	Outside District Territory
<ul style="list-style-type: none"> • Cal-Am Main System • Ryan Ranch System • Bishop System • Hidden Hills System • Monterey Pipeline • ASR Wells 5 & 6 – Fitch Park (proposed) • Desal Transmission Main – majority portion (proposed) • Pasadera/Laguna Seca Wastewater System • Carmel Valley Ranch Wastewater System • White Oaks Wastewater System (Carmel Valley Village) • Village Green Wastewater System (Carmel Valley Village) 	<ul style="list-style-type: none"> • Desalination Plant (proposed) • Desal Pipeline (proposed) • Castroville Pipeline (proposed) • Desal Transmission Main – portion (proposed) • Ambler System • Ralph Lane System • Chualar System • Toro System (majority) • Garrapata System • Las Palmas Ranch Wastewater System • Indian Springs Wastewater System • Spreckels Wastewater System • Oak Hills Wastewater System • 3 small wastewater systems (presently under negotiation between Cal-Am and Monterey County)

Paragraph B of Rule 19.8 provides that the District shall acquire through negotiation, or through eminent domain if necessary, all assets of Cal-Am for the benefit of the District as a whole. Cal-Am has already indicated that its system is not for sale and it has no intention of entering into a voluntary sale transaction. Initially, then, the District will evaluate only the water supply assets it has the power to take through an eminent domain action. Those assets are as follows: Cal-Am

Main System, Ryan Ranch System, Bishop System, Hidden Hills System, Monterey Pipeline and Pump Station, ASR Wells 5 & 6 – Fitch Park (proposed), Desalination Plant (proposed), Desal Pipeline (proposed), Castroville Pipeline (proposed), and Desal Transmission Main (proposed), sometimes collectively referred to herein as Cal-Am’s “Main System”.

Valuation and Cost of Service Modeling: The District Board determined that to meet the “if and when feasible” criterion of Rule 19.8 paragraph A, it will rely on advice from an outside consulting team that is close to finalizing a feasibility analysis. The team is comprised of specialists in the Eminent Domain Law, water and wastewater system valuation, cost of service modeling, debt finance, and investor-owned utility operations.

The District Board is expected to meet with the District’s legal consulting team the first week of October 2019 to discuss parameters related to its potential acquisition of Cal-Am’s property and assets, including assumptions, findings, and conclusions related to valuation and acquiring the Monterey Peninsula Main System. This will be the Board’s first opportunity to discuss price and terms of payment (to be established by a formal appraisal) related to real property negotiation. The overall schedule is shown below:

3 rd week of September	Draft consultant reports/memos to District Counsel
1 st week of October	District Board real property negotiation meeting
1 st week of November	Release of Feasibility Report to public
2 nd week of November	Public workshop during special Board meeting
December/January	Presentations to city councils and organizations ⁴
February 2020	District Board to discuss follow-up steps ⁴

LEGAL FRAMEWORK FOR ACQUISITION OF PWS; HOW IS PUBLIC OWNERSHIP ACHIEVED?

The feasibility analysis is Phase 1 of a potentially three-phase process. If after completion of the Phase 1 feasibility analysis the Board determines acquisition of Cal-Am’s Main System is “feasible,” then the District would proceed to Phase 2. Phase 2 would entail the District’s retention of an appraiser or appraisers and supporting consultants as needed to prepare a formal appraisal of the Cal-Am assets and property to be acquired. If the formal appraisal determines the just compensation amount is substantially higher than the value projected in the feasibility analysis the District Board may reassess feasibility.

In addition, at this juncture, the District would make a determination as to whether acquisition of Cal-Am’s Main System is a “project” subject to the California Environmental Quality Act (“CEQA”) or a mere change of ownership (and therefore not a CEQA “project”) or otherwise exempt under applicable statutory or regulatory rules from the obligation to comply with CEQA.

⁴ Only if feasibility is indicated

Only if the District were to determine both that the acquisition does in fact constitute a CEQA “project” and that the project is not exempt from CEQA would the District then prepare an Initial Study for the Project and, depending upon the results of that study, prepare a Negative Declaration, Mitigated Negative Declaration or full Environmental Impact Report (“EIR”).

Upon its approval of the appraisal (and, if the District were to determine CEQA compliance is required, upon completion of the applicable CEQA document), the District would next make a formal offer to Cal-Am to purchase the Cal-Am assets and property to be acquired for not less than the “just compensation” amount determined through the appraisal process. The District would then attempt to negotiate with Cal-Am to reach agreement on the terms and conditions of a mutually acceptable purchase agreement.

In the event negotiations were unsuccessful—which at this time seems highly likely, given Cal-Am’s position that it will not be a voluntary seller-- the District’s Board would then have the option to schedule a so-called “resolution of necessity” hearing upon delivery of a minimum fifteen days’ notice to Cal-Am and, after the conducting the hearing, to determine in the Board’s sole and absolute discretion whether to adopt the resolution and authorize acquisition by use of the District’s power of eminent domain.

A resolution of necessity must be supported by various findings and determinations and must be adopted by a minimum 2/3rds vote of all members of the Board (*i.e.*, 5 of 7 Board members).

If the District Board were to authorize the filing of an eminent domain action, Phase 3 would consist of the District filing and prosecuting the eminent domain action in Monterey County Superior Court.

There are generally two issues that are determined in an eminent domain action: first, whether the condemnor (in this case, the District) has the “right to take” the condemnee’s (in this case, Cal-Am’s) property; and, second, assuming the trial court determines the condemnor does in fact have the right to take, the amount of just compensation to which the condemnee is entitled. Typically, resolution of these two issues is bifurcated--the first (right-to-take) issue is tried to the court (trial judge) at a so-called “bench trial” (Phase 3A) and the second (just compensation) issue is tried to a jury (unless all parties waive their right to a jury trial) (Phase 3B).

In most “traditional” eminent domain cases—to acquire road right-of-way, land for a school site, etc., the condemnor’s right to take the subject property is rarely challenged. Based upon the recent history of public agency attempts to acquire the assets of privately owned California water utilities (both Cal-Am and one of the other major “Class A” water companies in California, Golden State Water) and Cal-Am’s prior public statements during and after the Measure J initiative campaign, it appears highly likely here, however, that Cal-Am would in fact vigorously contest the District’s right to take its Monterey Main System. If it does so, it is not possible to anticipate

at this time every legal and factual issue that Cal-Am might raise. A very brief summary of some of the potential “right to take” issues follows.

First, Cal-Am might challenge the District’s alleged “failure” to comply with CEQA (see above) or some aspect of the District’s acquisition financing plan. Second, Cal Am might challenge the content or sufficiency of the District’s resolution of necessity, including (a) the adequacy of the District’s “description of the general location and description of the property to be taken”; (b) the District Board’s declaration that “the public interest and necessity require the proposed project,” that “the proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury,” that “the property described in the resolution is necessary for the proposed project,” and that, prior to adoption of the resolution, the District presented to Cal-Am a legally adequate offer of just compensation; and (c) the District Board’s determination that the taking by the District of Cal-Am’s Main System serves a “more necessary” public use than the continued ownership and use of the system by Cal-Am. In this regard, it is noteworthy that, under current California law, the burden of proof on Cal-Am and the District differs in material respects with respect to the second and third of these three issues. As to the declarations referred to in clause (b) of the first sentence of this paragraph, the District is entitled to a “conclusive presumption” that those declarations are adequate and proper, which would place a heavy burden on Cal-Am to rebut the District Board’s declarations by proving that they are arbitrary and capricious and entirely lacking in evidentiary support and/or “influenced or affected by gross abuse of discretion by the governing body.” It is rare that a condemnee is able to carry its heavy burden of proof on these points. As to the “more necessary public use” finding/determination referred to in clause (c) of the first sentence of this paragraph, however, under current California law the District is entitled to only a lesser “rebuttable presumption” that its determination is adequate and proper, which means that the determination would stand unless Cal-Am were to convince the trial court by a preponderance of the evidence to the contrary. (See, *e.g.*, California Code of Civil Procedure Sections 1245.235, 1240.650, 1245.250, 1240.050, 1245.250, and 1245.255.) This “rebuttable presumption” standard would likely be the primary basis upon which Cal-Am would resist the District’s “right to take.”

If the trial judge ultimately determines that the District has the right to take Cal-Am’s Monterey Main System, Phase 3A is concluded (subject to Cal-Am’s potential right to appeal after a final judgment is entered) and the case would move on to a jury trial at which compensation for the taking would be determined (Phase 3B). Just before the jury trial, the parties are required to make final offers and demands for “just compensation”, in order to promote settlement. If the matter proceeds to judgment, the District has 30 days after judgment is entered to pay the compensation and title to and operational responsibility for the system would then transfer (again, subject to Cal-Am’s right to appeal).

HOW SHALL SUCH ASSETS BE MANAGED?

Table 4 below summarizes aspects of water system operations that will be required.

Table 4
Functions of Utility Operations

Operations	Administration
Production Transmission & Distribution Water Treatment Routine Operations Field Customer Service Meter Reading & Repair Maintenance Water Quality Monitoring Asset Management & Construction	Operations Director Engineering & Planning Ratemaking Customer Service Billing & Accounting Human Resources IT, Cyber Security, GIS, & SCADA

The District already performs each of these functions, but on a smaller scale. Cal-Am utilizes approximately 74 employees in its Monterey District for water services.⁵ The District would have to scale up operations and should be confident it can do so.

As discussed earlier in this report, it is recommended that the Board determine whether it is feasible to operate the system in a manner that provides a quality of water service as good as or better than the current operator. In its examination of financial feasibility, the District should examine two operating scenarios: (i) integration of operations with existing employees of Cal-Am, and (ii) contract operations, using a third-party service provider such as Jacobs, Veolia, Suez, IDE, or others. At this point, the District can make simple assumptions for financial decision-making, but prior to a decision to move forward with a Resolution of Necessity it is recommended that the Board more fully develop alternate operating plans.

The District will want to review the American Water Works Association (AWWA) 10 Guiding Principles for Effective Utility Management (EUM) and establish the District's own strategic goals and level of service (LOS) standards for operation of the water system in the following areas:

- Product Quality
- Customer Satisfaction
- Employee Leadership and Development
- Operational Optimization
- Financial Viability
- Infrastructure Strategy and Performance
- Enterprise Resiliency

⁵ 2019 General Rate Case, Minimum Data Requirement II.B.7

- Community Sustainability
- Water Resource Sustainability
- Stakeholder Understanding and Support

The District may also wish to undertake a system-wide risk assessment, identifying vulnerabilities and mitigations for water quality, supply, storage, production, transmission and distribution, pump stations, and fire protection.

Based on these assessments, an operating plan can be developed that will inform the Board's decision to move forward to acquire property by negotiation or through a condemnation action.

NON-POTABLE WATER SERVICES

Paragraph C of Rule 19.8 states: "The plan may differentiate treatment of non-potable water services." At this time, all non-potable water delivery services – other than small well irrigation systems – are already publicly owned. This includes the Carmel Area Wastewater District/Pebble Beach Community Services District/Monterey Peninsula Water Management District Reclamation Project in Pebble Beach and the proposed RUWAP project by Marina Coast Water District. Monterey One Water also owns a large non-potable system, the Castroville Seawater Intrusion Project, but no aspects are within the District's territory. It is recommended the District exclude non-potable systems from consideration, except Cal-Am wastewater systems located within the District's boundaries.

RECOMMENDATIONS

Recommendations to the District Board in this report are summarized as follows:

- Develop criteria to determine which water systems should be considered for acquisition.
- Consider acquisition of only Public Water Systems within the District's territory and facilities located outside the District's boundaries that directly benefit and serve customers located within the District's boundaries.
- Initially examine the feasibility of acquiring the Cal-Am Main System (including Bishop, Hidden Hills, and Ryan Ranch) and only consider public ownership of the smaller Public Water Systems and District WDS, if the District has become owner/operator of the larger system.
- Develop criteria for public ownership of any other Public Water System or WDS in its territory only if the District first becomes owner/operator of the larger Cal-Am system.

Such criteria might include number of connections, voluntary (arms-length) acquisition vs eminent domain, cost to customers, water quality considerations, and other factors.

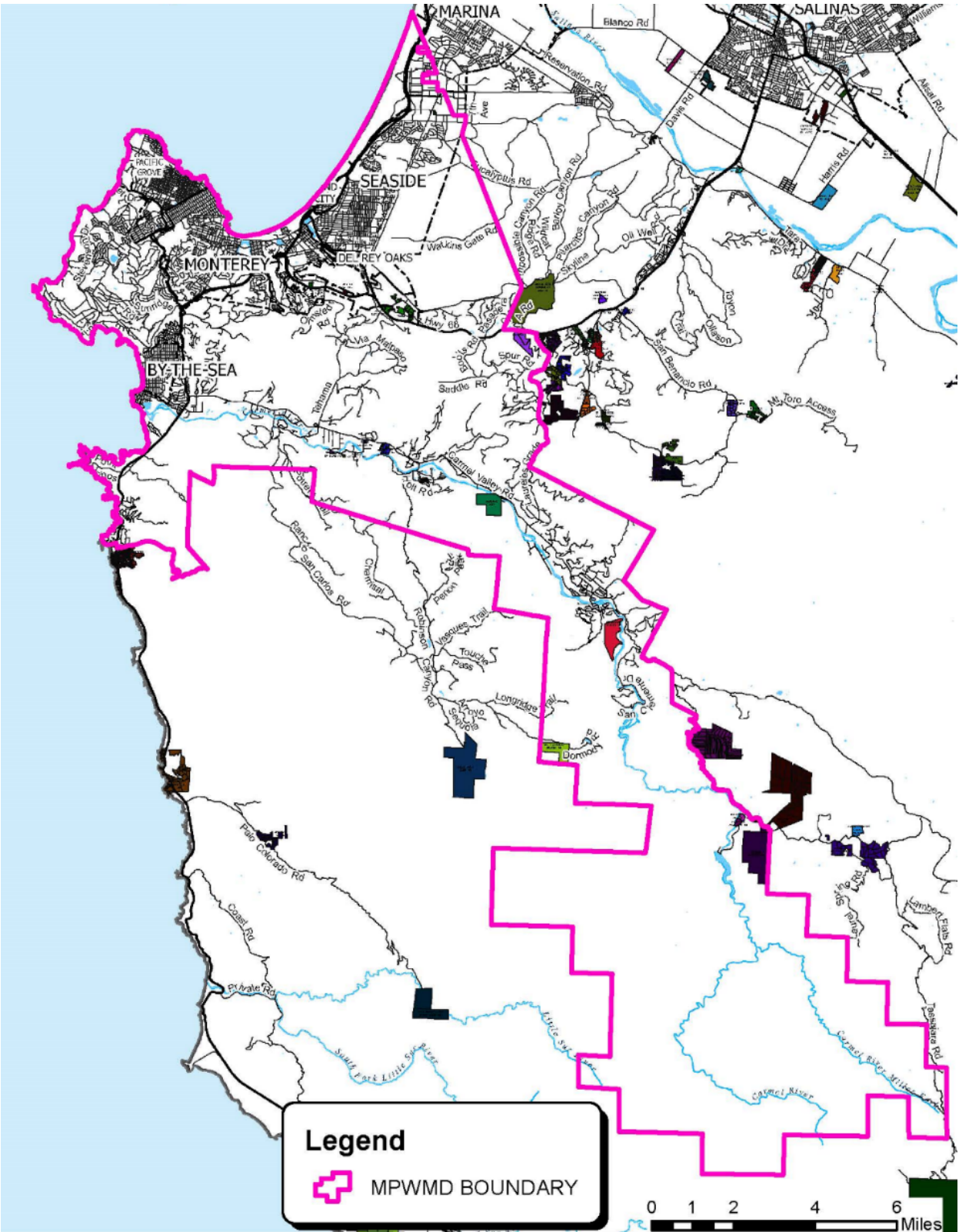
- Evaluate whether the following four measures, taken together, indicate it is in the public interest to acquire the system and sufficiently satisfy the criterion of “feasible” inherent in paragraph A of Rule 19.8:
 - A. Cost to ratepayers: Will the system be less costly to operate; how soon will total cost savings (including acquisition costs) inure to ratepayers?
 - B. Quality and delivery of service: Can the District provide operations and quality of water service as good as or better than the current operator?
 - C. Governance; Will public ownership provide greater local control, oversight, and transparency in rate-setting, capital planning, and operations?
 - D. Legally Permissible. Will the acquisition pass muster under California’s Eminent Domain Law if Cal-Am challenges the District’s “right to take” its Main System?
- Ensure there is significant potential for cost savings (with an adequate cushion to account for unanticipated cost increases) before deciding to move forward with acquisition.
- Meet with the District’s legal consulting team the first week of October 2019 to discuss assumptions related to preparation of a formal appraisal, satisfaction of legal constraints applicable to acquisition (*e.g.*, applicability of CEQA), and related property acquisition issues. This meeting should be held in closed session under the safe harbor of real property negotiations.
- More fully develop alternate operating plans before deciding whether or not to consider a Resolution of Necessity
- Focus only on water assets identified earlier in this report at this time.
- Exclude non-potable systems from consideration.

Respectfully submitted,



David J. Stoldt, General Manager
August 19, 2019

Appendix A
Public Water Systems in MPWMD Territory



ITEM: DISCUSSION ITEM**17. ALLOCATION OF WATER FOR AFFORDABLE HOUSING**

Meeting Date: August 19, 2019 **Budgeted:** N/A

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

Prepared By: Arlene Tavani **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: N/A

CEQA Compliance: N/A

SUMMARY: Staff will present information for discussion at the August 19, 2019 meeting. No action is required of the Board.

ITEM: INFORMATIONAL ITEM/STAFF REPORT**18. STATUS REPORT ON MEASURE J/RULE 19.8 SPENDING**

Meeting Date: August 19, 2019 **Budgeted:** N/A

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

Prepared By: Suresh Prasad **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: The Administrative Committee reviewed this item on August 12, 2019.

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

SUMMARY: Attached for review is **Exhibit 18-A**, monthly status report on Measure J/Rule 19.8 spending for the period June 2019. This status report is provided for information only, no action is required.

EXHIBIT

18-A Status on Measure J/Rule 19.8 Spending

**Monterey Peninsula Water Management District
Status on Measure J/Rule 19.8 Spending
For the Period June 2019**

	Contract	Date Authorized	Contract 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	\$ 42,327.70	\$ 12,712.50	\$ 55,040.20	\$ 44,959.80	PA00002-01
2	Investment Banking Services	2/21/2019	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	PA00002-02
3	Valuation & Cost of Service Study Consulta	2/21/2019	\$ 355,000.00	\$ 78,883.45	\$ 46,521.34	\$ 125,404.79	\$ 229,595.21	PA00002-03
4	Investor Owned Utility Consultant	2/21/2019	\$ 100,000.00	\$ 35,974.94	\$ -	\$ 35,974.94	\$ 64,025.06	PA00002-04
5	District Legal Counsel		\$ 30,000.00	\$ 17,005.61	\$ 1,788.50	\$ 18,794.11	\$ 11,205.89	PA00002-05
6	Contingency/Miscellaneous		\$ 35,000.00	\$ 5,149.01	\$ 921.40	\$ 6,070.41	\$ 28,929.59	PA00002-10
	Total		\$ 650,000.00	\$ 179,340.71	\$ 61,943.74	\$ 241,284.45	\$ 408,715.55	

ITEM: INFORMATIONAL ITEM/STAFF REPORT**19. LETTERS RECEIVED****Meeting Date: August 19, 2019****Budgeted: N/A****From: David J. Stoldt,
General Manager****Program/ N/A
Line Item No.:****Prepared By: Arlene Tavani****Cost Estimate: N/A****General Counsel Review: N/A****Committee Recommendation: N/A****CEQA Compliance: This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.**

A list of letters submitted to the Board of Directors or General Manager and received between July 10, 2019 and August 9, 2019 is shown below. The purpose of including a list of these letters in the Board packet is to inform the Board and interested citizens. Copies of the letters are available for public review at the District office. If a member of the public would like to receive a copy of any letter listed, please contact the District office. Reproduction costs will be charged. The letters can also be downloaded from the District's web site at www.mpwmd.net.

Author	Addressee	Date	Topic
John Moore	MPWMD	8/3/2019	Pure Water Monterey Project
M. W. Chrislock	MPWMD	7/26/19	Pure Water Monterey Project
Ron Weitzman	MPWMD	7/20/19	Pure Water Monterey Project
John Moore	MPWMD	7/18/19	Pure Water Monterey Project
David Dilworth	MPWMD	7/17/19	Pure Water Monterey Project
John Moore	MPWMD	7/17/19	Pure Water Monterey Project
Ron Weitzman	MPWMD	7/15/19	Pure Water Monterey Project
John Moore	MPWMD	7/15/19	Pure Water Monterey Project

ITEM: INFORMATIONAL ITEM/STAFF REPORT**20. COMMITTEE REPORTS**

Meeting Date: August 19, 2019 **Budgeted:** N/A

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

Prepared By: Arlene Tavani **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: N/A

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

Attached for your review as **Exhibits 20-A thru 20-D**, respectively, are final minutes of the committee meetings listed below.

EXHIBIT

- 20-A** July 8, 2019 Administrative Committee Minutes
- 20-B** June 27, 2019 Public Outreach Committee Meeting
- 20-C** April 23, 2019 Water Demand Committee Meeting
- 20-D** March 21, 2019 Legislative Advocacy Committee Meeting



EXHIBIT 20-A

FINAL MINUTES

Monterey Peninsula Water Management District Administrative Committee July 8, 2019

Call to Order

The meeting was called to order at 4:00 PM in the District Conference Room.

Committee members present: George Riley – Chair
Molly Evans

Committee members absent: Gary Hoffmann

Staff present: David J. Stoldt, General Manager
Stephanie Locke, Water Demand Manger
Jon Lear, Water Resources Manager
Sara Reyes, Sr. Office Specialist

Oral Communications

None

Items on Board Agenda for July 15, 2019

1. **Consider Adoption of Minutes of June 10, 2019 Committee Meeting**
On a motion by Evans and second by Riley, the minutes of the June 10, 2019 meeting were approved on a vote of 2 – 0 by Evans and Riley.
2. **Consider Contract for District Public Outreach and Communications Services with Thomas Brand Consulting for Fiscal Year 2019-2020**
The committee ratified the motion from the June 10, 2019 Administrative Committee and unanimously agreed that the action from the June 10 meeting stands.
3. **Consider Contract with Pueblo Water Resources to Provide Aquifer Storage and Recovery Operational Support**
On a motion by Riley and second by Evans, the committee voted to recommend the Board authorize the General Manager to enter into an agreement on an as-needed basis for the WY 2020 ASR season. The motion was approved on a vote of 2 – 0 by Riley and Evans.
4. **Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Watermaster Water Quality Monitoring**
On a motion by Evans and second by Riley, the committee voted to recommend the Board authorize the General Manager to spend up to \$10,000 to complete laboratory analysis related to the Watermaster in WY 2020. The motion was approved on a vote of 2 – 0 by Evans and Riley.

5. Consider Authorizing Monterey Bay Analytical Services to Provide Laboratory Support for Aquifer Storage and Recovery Project Operations

On a motion by Evans and second by Riley, the committee voted to recommend the Board authorize the General Manager to spend funds up to \$60,000 to complete laboratory analysis related to the Sample and Analysis plan in WY 2020. The motion was approved on a vote of 2 – 0 by Evans and Riley.

6. Consider Funding Upgrade to Six Carmel River Monitoring Stations

On a motion by Evans and second by Riley, the committee voted to recommend the Board authorize the purchase of equipment to upgrade the Carmel River main stem water level and stream gage network in the amount not to exceed \$20,000. The motion was approved on a vote of 2 – 0 by Evans and Riley.

7. Consider Approval of Expenditure for Leasing Three Photocopy Machines

On a motion by Evans and second by Riley, the committee voted to recommend the Board authorize expenditure of funds to lease three photocopy machines through KBA Docusys, Inc. or Canon at a not-to-exceed price of \$48,000 plus applicable taxes. The motion was approved on a vote of 2 – 0 by Evans and Riley.

8. Semi-Annual Report on the CAWD/PBCSD Wastewater Reclamation Project

This report was presented for informational purposes only. No action was taken by the committee.

9. Consider Adoption of Treasurer's Report for May 2019

On a motion by Evans and second by Riley, the committee voted to recommend the Board adopt the May 2019 Treasurer's Report and financial statements, and ratification of the disbursements made during the month. The motion was approved on a vote of 2 – 0 by

10. 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.

11. Status Report on Measure J/Rule 19.8 Spending

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

12. Review Draft July 15, 2019 Regular Board Meeting Agenda

A revised agenda was distributed to the committee. No changes were made by the committee.

Adjournment

The meeting was adjourned at 4:59 PM.



EXHIBIT 20-B

FINAL MINUTES

Monterey Peninsula Water Management District Public Outreach Committee June 27, 2019

Call to Order

The meeting was called to order at 4:00 pm in the Water Management District conference room.

Committee members present: Jeanne Byrne - Chair
 Molly Evans
 Alvin Edwards

Committee members absent: None

District staff members present: David Stoldt, General Manager
 Stephanie Locke, Water Demand Manager
 Arlene Tavani, Executive Assistant

Others present: Steve Thomas, Thomas Brand Consulting

Comments from the Public: No comments were directed to the committee.

Action Items

1. **Consider Adoption of March 12, 2019 Committee Meeting Minutes**
 On a motion of Director Edwards and second by Director Evans, the minutes of were approved as presented on a vote of 3 – 0 by Edwards, Evans and Byrne.

2. **Consider Contract for District Public Outreach and Communications Services with Thomas Brand Consulting for Fiscal Year 2019-2020**
 Byrne offered a motion that was seconded by Edwards to recommend that the Board of Directors approve the contract with Thomas Brand Consulting and that the consultant meet with the committee again to present an updated outreach plan. The motion was approved on a unanimous vote of 3 – 0 by Byrne, Edwards and Evans.

During the discussion the committee suggested the following. (a) When directors are elected or appointed, the announcement should be published in ACWA News. (b) The District's Youtube channel should be printed on Board meeting agendas so the public can view recordings of the meetings. (c) A short video regarding the results of the HEART program should be produced. (d) Purchase ad space in the Monterey County Herald to publish regular updates. (e) Budget for one mailer per year. (f) Suggest mailer following completion of feasibility study. (g) Inform directors of protocol for public speaking, i.e. when a director may express personal opinions and when a script prepared by the District should be referenced. (h) Important that work products are reviewed/approved by the committee and staff. (i) Need products and strategies for broad outreach.

3. Review Draft Letters for Publication

This item was added by the Chair at the meeting. General Manager Stoldt presented draft letters for discussion. The committee suggested changes to the content and discussed the schedule for publication of letters in local newspapers.

Discussion

- 3. | ~~Removed from Agenda – Formation of a Working Group to Review and Expand Upon District-Wide Water Conservation Strategies~~**

Adjournment – The meeting was adjourned at 5:10 pm.

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EXHIBIT 20-C

FINAL MINUTES

Water Demand Committee of the Monterey Peninsula Water Management District *April 23, 2019*

Call to Order

The meeting was called to order at 4:00 pm in the MPWMD conference room.

Committee members present: Alvin Edwards, Chair
Jeanne Byrne
Molly Evans

Committee members absent: None

Staff members present: David Stoldt, General Manager
Stephanie Locke, Water Demand Division Manager
Stephanie Kister Campbell, Conservation Analyst
Arlene Tavani, Executive Assistant

District Council present: No

Comments from the Public: No comments.

Discussion Items

5. Discuss Appropriate High Efficiency Appliance Credit for Flushing Residential Toilets with Rainwater and/or Greywater System

Chair Edwards moved this item to the top of the agenda, to be discussed before Action Item 1. There was consensus among the committee members that a credit of 75% of the fixture unit count for toilet flushing should be applied to residential projects that flush toilets with rainwater and/or greywater systems, and that Rule 24, Table 4 High Efficiency Appliance Credits should also be amended to reflect the credit. No comments were directed to the committee during the public comment period on this item.

Action Items

1. Consider Adoption of September 18 and November 6, 2018 Committee Meeting Minutes

On a motion by Evans and second of Byrne, the minutes were adopted on a unanimous vote of 3 – 0 by Evans, Byrne and Edwards.

2. Consider Lawn Removal Rebate Request from Monterey Peninsula Unified School District for the International School of Monterey

Byrne offered a motion that was seconded by Evans to recommend that the Board issue

a lawn removal rebate in the amount of \$25,067. The motion was approved on a unanimous vote of 3 – 0 by Byrne, Evans and Edwards. No public comment was directed to the committee on this item. Edwards requested that staff advise the City of Seaside that the water saved through turf removal will be allocated to offset withdrawals from the Carmel River.

3. Consider Adoption of 2019 Committee Meeting Schedule

On a motion by Evans and second of Byrne, the 2019 committee meeting schedule was approved on a unanimous vote of 3 – 0 by Evans, Byrne and Edwards. No public comment was directed to the committee during the public comment period.

Discussion Items

4. Discuss Water Factors for Pint Urinals in a Residential Bathroom

An applicant had suggested that if a toilet and urinal were installed in a residential bathroom, use of the urinal would result in decreased use of the toilet with a resulting reduction in water use. The committee members discussed this issue. There was no support for the proposal to reduce the fixture unit count for installation of a urinal and a toilet in a residential bathroom. No comments were directed to the committee during the public comment period on this item.

5. Discuss Appropriate High Efficiency Appliance Credit for Flushing Residential Toilets with Rainwater and/or Greywater System

See first item listed in minutes.

6. Discuss Amendment to Rule 24, Table 2: Non-Residential Water Use Factor for Hotel Rooms

Staff has determined that, based on information regarding water use at hotels, the District's factor for hotel rooms is too high and should be reduced. Staff explained that if the hotel room factor was reduced, the new factor would be used to establish water credit at existing hotels/resorts. It was suggested that before the Board of Directors considers making a change to the factors, the visitor serving industry and realtors should be advised. No comments were directed to the committee during the public comment period on this item.

Adjournment: The meeting was adjourned at 4:55 pm.



EXHIBIT 20-D

FINAL MINUTES

Legislative Advocacy Committee of the Monterey Peninsula Water Management District March 21, 2019

Call to Order

The meeting was called to order at 4:00 pm in the MPWMD conference room.

Committee members present:

Molly Evans, Chair
Gary Hoffmann
Mary Adams

Committee members absent:

None

Staff members present:

David J. Stoldt, General Manager
Arlene Tavani, Executive Assistant

District Counsel present:

David C. Laredo

Legislative Consultant:

John Arriaga, A&E Associates
Laurie Johnson, A&E Associates

Comments from the Public:

No comments.

Action Items

1. Adopt Minutes of March 22, 2018 Committee Meeting

On a motion by Adams and second by Evans, the minutes were approved on a vote of 2 – 1 by Adams and Evans, Hoffmann abstained.

2. Develop Recommendation to the Board on 2019-20 Legislative Advocacy Plan

Adams offered a motion that was seconded by Hoffmann to recommend that the Board of Directors approve the 2019-20 Legislative Advocacy Plan. The motion was approved on a vote of 3-0 by Adams, Hoffmann and Evans.

3. Adopt 2019 Committee Meeting Schedule

Hoffmann made a motion that was seconded by Adams to adopt the 2019 committee meeting schedule. The motion was approved on a vote of 3 – 0 by Hoffmann, Adams, and Evans

Discussion Items

4. Report from John Arriaga on Legislative Status and Tracking

There was consensus among the committee members that if the General Manager determines that the District should submit a letter of support or opposition for legislation, the Board should receive copies of the letter after it has been distributed.

Arriaga reviewed Exhibit 4-A, MPWMD Legislative Track. A description of some of the water related bills to be monitored follows. **SB200** (Monning) Safe and Affordable Drinking Water Act,

does not have an identified funding mechanism. **SB669** (Caballero) would establish the Safe Drinking Water Fund, which would be a trust funded by general funds. This legislation is supported by ACWA and CMUA. The District has also taken a position of support. **SB45** (Allen) would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020. ACWA was working with the author to increase availability of funding for water infrastructure. Johnson will work with ACWA and the author to amend the legislation to benefit the District. **AB1432** (Dahle) would establish a standard per capita amount for indoor residential use. District staff will provide input on the legislation as it develops. **SB414** (Caballero) Small System Water Authority Act that would authorize creation of water authorities that could take over small non-compliant water systems. ACWA supports the legislation. Caballero's staff has requested that the District also offer support.

The committee asked about **AB223** (Stone) regarding regulation of microplastics in drinking water. Johnson reported that the legislation was approved by the legislature. The committee also inquired about **AB441** (Eggman) regarding beneficial use of stored groundwater, and asked if the rule would impede the District's ability to maintain a drought reserve. Stoldt stated that staff would review the proposed legislation.

5. Report from Ferguson Group on Federal Activities

No report.

6. Report from General Manager on Recent or Upcoming Legislative Actions

Stoldt reviewed information provided in the staff report.

7. Discuss Future ACWA Washington DC Attendance

Stoldt recommended that each year attendance should be limited to three directors. Registration would be offered first to Legislative Advocacy Committee members. The committee requested that the proposed limit on attendance be submitted to the Board of Directors for consideration at the November or December 2019 Board meeting.

Other Items: No discussion.

Set Next Meeting Date – Scheduled for June 13, 2019

Adjournment – 5:30 pm.

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ITEM: INFORMATIONAL ITEM/STAFF REPORT

21. MONTHLY ALLOCATION REPORT

Meeting Date: August 19, 2019 **Budgeted:** N/A

From: David J. Stoldt,
General Manager

Program: N/A
Line Item No.:

Prepared By: Gabriela Bravo **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: N/A

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

SUMMARY: As of July 31, 2019, a total of **19.696** acre-feet (**5.7%**) of the Paralta Well Allocation remained available for use by the Jurisdictions. Pre-Paralta water in the amount of **35.923** acre-feet is available to the Jurisdictions, and **28.907** acre-feet is available as public water credits.

Exhibit 21-A shows the amount of water allocated to each Jurisdiction from the Paralta Well Allocation, the quantities permitted in May, June, and July 2019 (“changes”), and the quantities remaining. The Paralta Allocation had no debits in July 2019.

Exhibit 21-A also shows additional water available to each of the Jurisdictions and the information regarding the Community Hospital of the Monterey Peninsula (Holman Highway Facility). Additional water from expired or canceled permits that were issued before January 1991 are shown under “PRE-Paralta.” Water credits used from a Jurisdiction’s “public credit” account are also listed. Transfers of Non-Residential Water Use Credits into a Jurisdiction’s Allocation are included as “public credits.” **Exhibit 21-B** shows water available to Pebble Beach Company and Del Monte Forest Benefited Properties, including Macomber Estates, Griffin Trust. Another table in this exhibit shows the status of Sand City Water Entitlement and the Malpaso Water Entitlement.

BACKGROUND: The District’s Water Allocation Program, associated resource system supply limits, and Jurisdictional Allocations have been modified by a number of key ordinances. These key ordinances are listed in **Exhibit 21-C**.

EXHIBITS

21-A Monthly Allocation Report

21-B Monthly Entitlement Report

21-C District's Water Allocation Program Ordinances

EXHIBIT 21-A
MONTHLY ALLOCATION REPORT
Reported in Acre-Feet
For the month of July 2019

Jurisdiction	Paralta Allocation*	Changes	Remaining	PRE-Paralta Credits	Changes	Remaining	Public Credits	Changes	Remaining	Total Available
Airport District	8.100	0.000	5.197	0.000	0.000	0.000	0.000	0.000	0.000	5.197
Carmel-by-the-Sea	19.410	0.000	1.398	1.081	0.000	1.081	0.910	0.000	0.182	2.661
Del Rey Oaks	8.100	0.000	0.000	0.440	0.000	0.000	0.000	0.000	0.000	0.000
Monterey	76.320	0.000	0.235	50.659	0.000	0.030	38.121	0.000	2.300	2.565
Monterey County	87.710	0.000	10.717	13.080	0.000	0.352	7.827	0.000	1.775	12.844
Pacific Grove	25.770	0.000	0.000	1.410	0.000	0.022	15.874	0.000	0.133	0.155
Sand City	51.860	0.000	0.000	0.838	0.000	0.000	24.717	0.000	23.373	23.373
Seaside	65.450	0.201 Cr	2.149	34.438	0.000	34.438	2.693	0.000	1.144	37.731
TOTALS	342.720	0.201 Cr	19.696	101.946	0.000	35.923	90.142	0.000	28.907	84.526

Allocation Holder	Water Available	Changes this Month	Total Demand from Water Permits Issued	Remaining Water Available
Quail Meadows	33.000	0.000	32.320	0.680
Water West	12.760	0.000	9.350	3.410

* Does not include 15.280 Acre-Feet from the District Reserve prior to adoption of Ordinance No. 73.

EXHIBIT 21-B
MONTHLY ALLOCATION REPORT
ENTITLEMENTS
Reported in Acre-Feet
For the month of July 2019

Recycled Water Project Entitlements

Entitlement Holder	Entitlement	Changes this Month	Total Demand from Water Permits Issued	Remaining Entitlement/and Water Use Permits Available
Pebble Beach Co. ¹	222.000	1.250	31.431	190.569
Del Monte Forest Benefited Properties ² (Pursuant to Ord No. 109)	143.000	0.000	55.080	87.920
Macomber Estates	10.000	0.000	10.000	0.000
Griffin Trust	5.000	0.000	4.829	0.171
CAWD/PBCSD Project Totals	380.000	1.250	101.340	278.660

Entitlement Holder	Entitlement	Changes this Month	Total Demand from Water Permits Issued	Remaining Entitlement/and Water Use Permits Available
City of Sand City	206.000	0.000	5.053	200.947
Malpaso Water Company	80.000	0.260	13.265	66.735
D.B.O. Development No. 30	13.950	0.013	1.125	12.825
City of Pacific Grove	35.990	0.000	0.000	35.990
Cypress Pacific	3.170	0.000	3.170	0.000

Increases in the Del Monte Forest Benefited Properties Entitlement will result in reductions in the Pebble Beach Co. Entitlement.

EXHIBIT 21-C

District's Water Allocation Program Ordinances

Ordinance No. 1 was adopted in September 1980 to establish interim municipal water allocations based on existing water use by the jurisdictions. Resolution 81-7 was adopted in April 1981 to modify the interim allocations and incorporate projected water demands through the year 2000. Under the 1981 allocation, Cal-Am's annual production limit was set at 20,000 acre-feet.

Ordinance No. 52 was adopted in December 1990 to implement the District's water allocation program, modify the resource system supply limit, and to temporarily limit new uses of water. As a result of Ordinance No. 52, a moratorium on the issuance of most water permits within the District was established. Adoption of Ordinance No. 52 reduced Cal-Am's annual production limit to 16,744 acre-feet.

Ordinance No. 70 was adopted in June 1993 to modify the resource system supply limit, establish a water allocation for each of the jurisdictions within the District, and end the moratorium on the issuance of water permits. Adoption of Ordinance No. 70 was based on development of the Paralta Well in the Seaside Groundwater Basin and increased Cal-Am's annual production limit to **17,619** acre-feet. More specifically, Ordinance No. 70 allocated 308 acre-feet of water to the jurisdictions and 50 acre-feet to a District Reserve for regional projects with public benefit.

Ordinance No. 73 was adopted in February 1995 to eliminate the District Reserve and allocate the remaining water equally among the eight jurisdictions. Of the original 50 acre-feet that was allocated to the District Reserve, 34.72 acre-feet remained and was distributed equally (4.34 acre-feet) among the jurisdictions.

Ordinance No. 74 was adopted in March 1995 to allow the reinvestment of toilet retrofit water savings on single-family residential properties. The reinvested retrofit credits must be repaid by the jurisdiction from the next available water allocation and are limited to a maximum of 10 acre-feet. This ordinance sunset in July 1998.

Ordinance No. 75 was adopted in March 1995 to allow the reinvestment of water saved through toilet retrofits and other permanent water savings methods at publicly owned and operated facilities. Fifteen percent of the savings are set aside to meet the District's long-term water conservation goal and the remainder of the savings are credited to the jurisdictions allocation. This ordinance sunset in July 1998.

Ordinance No. 83 was adopted in April 1996 and set Cal-Am's annual production limit at **17,621** acre-feet and the non-Cal-Am annual production limit at **3,046** acre-feet. The modifications to the production limit were made based on the agreement by non-Cal-Am water users to permanently reduce annual water production from the Carmel Valley Alluvial Aquifer in exchange for water service from Cal-Am. As part of the agreement, fifteen percent of the historical non-Cal-Am production was set aside to meet the District's long-term water conservation goal.

Ordinance No. 87 was adopted in February 1997 as an urgency ordinance establishing a community benefit allocation for the planned expansion of the Community Hospital of the Monterey Peninsula (CHOMP). Specifically, a special reserve allocation of 19.60 acre-feet of production was created exclusively for the benefit of CHOMP. With this new allocation, Cal-Am's annual production limit was increased to **17,641** acre-feet and the non-Cal-Am annual production limit remained at **3,046** acre-feet.

Ordinance No. 90 was adopted in June 1998 to continue the program allowing the reinvestment of toilet retrofit water savings on single-family residential properties for 90-days following the expiration of Ordinance No. 74. This ordinance sunset in September 1998.

Ordinance No. 91 was adopted in June 1998 to continue the program allowing the reinvestment of water saved through toilet retrofits and other permanent water savings methods at publicly owned and operated facilities.

Ordinance No. 90 and No. 91 were challenged for compliance with CEQA and nullified by the Monterey Superior Court in December 1998.

Ordinance No. 109 was adopted on May 27, 2004, revised Rule 23.5 and adopted additional provisions to facilitate the financing and expansion of the CAWD/PBCSD Recycled Water Project.

Ordinance No. 132 was adopted on January 24, 2008, established a Water Entitlement for Sand City and amended the rules to reflect the process for issuing Water Use Permits.

Ordinance No. 165 was adopted on August 17, 2015, established a Water Entitlement for Malpas Water Company and amended the rules to reflect the process for issuing Water Use Permits.

Ordinance No. 166 was adopted on December 15, 2015, established a Water Entitlement for D.B.O. Development No. 30.

Ordinance No. 168 was adopted on January 27, 2016, established a Water Entitlement for the City of Pacific Grove.

ITEM: INFORMATIONAL ITEM/STAFF REPORT**22. WATER CONSERVATION PROGRAM REPORT**

Meeting Date: August 19, 2019 **Budgeted:** N/A

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

Prepared By: Kyle Smith **Cost Estimate:** N/A

Committee Recommendation: N/A

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

I. MANDATORY WATER CONSERVATION RETROFIT PROGRAM

District Regulation XIV requires the retrofit of water fixtures upon Change of Ownership or Use with High Efficiency Toilets (HET) (1.28 gallons-per-flush), 2.0 gallons-per-minute (gpm) Showerheads, 1.2 gpm Washbasin faucets, 1.8 gpm kitchen, utility and bar sink faucets, and Rain Sensors on all automatic Irrigation Systems. Property owners must certify the Site meets the District's water efficiency standards by submitting a Water Conservation Certification Form (WCC), and a Site inspection is often conducted to verify compliance.

A. Changes of Ownership

Information is obtained monthly from *Realquest.com* on properties transferring ownership within the District. The information is compared against the properties that have submitted WCCs. Details on **93** property transfers that occurred between July 1, 2019, and July 31, 2019, were added to the database.

B. Certification

Due to the Accela database project District staff is unable to report on the number of WCCs received from July 1, 2019, to July 31, 2019. This will continue until Accela develops a way to retrieve this data from the database.

C. Verification

From July 1, 2019, to July 31, 2019, **96** properties were verified compliant with Rule 144 (Retrofit Upon Change of Ownership or Use). Of the **96** verifications, **56** properties verified compliance by submitting certification forms and/or receipts. District staff completed **59** Site inspections. Of the **59** properties inspected, **40 (67%)** passed inspection. **None** of the properties that passed inspection involved more than one visit to verify compliance with all water efficiency standards.

Savings Estimate

Water savings from HET retrofits triggered by Rule 144 verified from July 1, 2019, to July 31, 2019, are estimated at **0.660** Acre-Feet Annually (AFA). Water savings from retrofits

that exceeded the requirement (i.e., HETs to Ultra High Efficiency Toilets) is estimated at **0.030** AFA (8 toilets). Year-to-date estimated savings from toilet retrofits is **5.190** AFA

D. CII Compliance with Water Efficiency Standards

Effective January 1, 2014, all Non-Residential properties were required to meet Rule 143, Water Efficiency Standards for Existing Non-Residential Uses. To verify compliance with these requirements, property owners and businesses are being sent notification of the requirements and a date that inspectors will be on Site to check the property. In July, District inspectors performed **eight** inspections. Of the **eight** inspections certified, **seven** were in compliance. **Two** of the properties that passed inspection involved more than one visit to verify compliance with all water efficiency standards; the remainder complied without a reinspection.

MPWMD is forwarding its CII inspection findings to California American Water (Cal-Am) for their verification with the Rate Best Management Practices (Rate BMPs) that are used to determine the appropriate non-residential rate division. Compliance with MPWMD's Rule 143 achieves Rate BMPs for indoor water uses, however, properties with landscaping must also comply with Cal-Am's outdoor Rate BMPs to avoid Division 4 (Non-Rate BMP Compliant) rates. In addition to sharing information about indoor Rate BMP compliance, MPWMD notifies Cal-Am of properties with landscaping. Cal-Am then conducts an outdoor audit to verify compliance with the Rate BMPs. During July 2019, MPWMD referred **three** properties to Cal-Am for verification of outdoor Rate BMPs.

E. Water Waste Enforcement

The District has a Water Waste Hotline 831-658-5653 or an online form to report Water Waster occurrences at www.mpwmd.net or www.montereywaterinfo.org. There were **eight** Water Waste responses during the past month. There were **no** repeated incidents that resulted in a fine.

II. WATER DEMAND MANAGEMENT

A. Permit Processing

Due to the Accela database project, District staff are unable to report on the numbers related to Water Permits issued from July 1, 2019, to July 31, 2019.

B. Permit Compliance

District staff completed **56** Water Permit final inspections during July 2019. **Six** of the final inspections failed due to unpermitted fixtures. Of the **41** passing properties, **32** passed inspection on the first visit. In addition, **five** pre-inspections were conducted in response to Water Permit applications received by the District.

C. Deed Restrictions

District staff prepares deed restrictions that are recorded on the property title to provide notice of District Rules and Regulations, enforce Water Permit conditions, and provide notice of public access to water records. In April 2001, the District Board of Directors adopted a policy regarding the processing of deed restrictions. Staff is unable to report on

the number of deed restriction as it relates to total number of Permits for July. District staff provided Notary services for **58** Water Permits with deed restrictions.

D. Rebates

Rebate data was unavailable for this month's report.

ITEM: INFORMATIONAL ITEM/STAFF REPORT**23. CARMEL RIVER FISHERY REPORT FOR JULY 2019****Meeting Date:** August 19, 2019 **Budgeted:** N/A**From:** David J. Stoldt,
General Manager **Program/** N/A
Line Item No.:**Prepared By:** Beverly Chaney **Cost Estimate:** N/A**General Counsel Review:** N/A**Committee Recommendation:** N/A**CEQA Compliance:** This action does not constitute a project as defined by the California Environmental Quality Act Guidelines Section 15378.

AQUATIC HABITAT AND FLOW CONDITIONS: The Carmel River continued its slow, steady decline in July but flows remained above typical mid-summer levels, provided good rearing conditions for steelhead young-of-the-year (YOY) throughout much of the watershed, including several upper tributaries.

July's mean daily streamflow at the Sleepy Hollow Weir dropped from 33 to 17 cubic-feet-per-second (cfs) (monthly mean 25 cfs) resulting in 1,530 acre-feet (AF) of runoff. Mean daily streamflow at the Highway 1 gage dropped from 28 to 6.9 cfs (monthly mean 17 cfs) resulting in 1,050 acre-feet (AF) of runoff. Los Padres Dam was barely spilling at the end of the month, but 13.1 cfs were being released through the dam's outlet works.

There were 0.00 inches of rainfall in July as recorded at the San Clemente gauge. The rainfall total for WY 2019 (which started on October 1, 2018) is 30.93 inches, or 146% of the long-term year-to-date average of 21.12 inches.

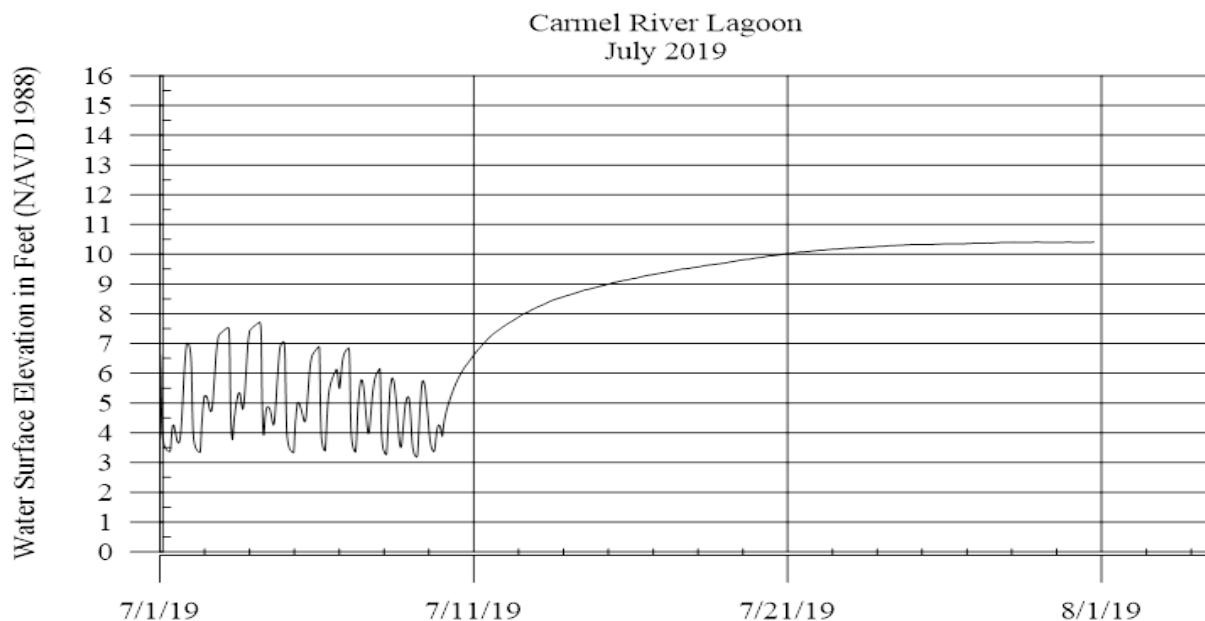
CARMEL RIVER LAGOON: The lagoon mouth was closed by Monterey County crews on July 10, 2019 by pushing beach sand across the western side of the lagoon. District fisheries staff were on-hand as the steelhead qualified biologists for the biological permit requirements. Two additional operations were conducted later in the month to strengthen the berm. After closing, the water surface elevation (WSE) rose from approximately 3.2 to 10.5 feet (North American Vertical Datum of 1988; NAVD 88) (see graph below) providing important additional habitat.

Water quality depth-profiles were conducted at five sites on July 19, 2019 while the lagoon mouth was closed, the water surface elevation was ~9.5 feet, and river inflow was 18 cfs. Steelhead rearing conditions were generally "fair" throughout the lagoon, salinity was <1 ppt down to 2m depth in the south arm, dissolved oxygen (DO) levels ranged from 6 - 11 mg/l, but water temperatures were higher than last month at 69 - 73 degrees F.

Over three days in late July, District staff assisted personnel from the NMFS, CRSA, CA State Parks and others, in an extensive sampling effort to catch, measure, and tag both steelhead and striped bass (SB) in the lagoon in order to estimate the overall population sizes and conditions, and

in the case of SB, to try to determine what they are feeding on. Over 100 steelhead were captured and tagged (see photo below), but unfortunately no SB were captured even though a school of ~35 had been observed two weeks prior. The data is being analyzed and results will be reported at a future time.

TRIBUTARIES STEELHEAD RESCUES: Staff began fish rescues in the tributaries in early May. As of July 31, a total of 9,628 fish has been rescued, including: 9,572 young-of-the-year (YOY), 11 age 1+ fish, with 45 mortalities (0.5%). The majority of the fish have been rescued from Hitchcock Creek (3,114) and Cachagua Creek (5,113).



ITEM: INFORMATIONAL ITEM/STAFF REPORT**24. MONTHLY WATER SUPPLY AND CALIFORNIA AMERICAN WATER PRODUCTION REPORT**

Meeting Date: August 19, 2019 **Budgeted:** N/A

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

Prepared By: Jonathan Lear **Cost Estimate:** N/A

General Counsel Review: N/A

Committee Recommendation: N/A

CEQA Compliance: 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.

Exhibit 24-A shows the water supply status for the Monterey Peninsula Water Resources System (MPWRS) as of **August 1, 2019**. This system includes the surface water resources in the Carmel River Basin, the groundwater resources in the Carmel Valley Alluvial Aquifer and the Seaside Groundwater Basin. **Exhibit 24-A** is for Water Year (WY) 2019 and focuses on four factors: rainfall, runoff, and storage. The rainfall and Streamflow values are based on measurements in the upper Carmel River Basin at Sleepy Hollow Weir.

Water Supply Status: Rainfall through **July** 2019 totaled **0 inches** and brings the cumulative rainfall total for WY 2019 to **30.93 inches**, which is **146%** of the long-term average through **July**. Estimated unimpaired runoff through **June** totaled **1,533 acre-feet (AF)** and brings the cumulative runoff total for WY 2019 to **144,291 AF**, which is **216%** of the long-term average through **July**. Usable storage for the MRWPRS was **30,280 acre-feet**, which is **101%** of average through **July**, and equates to **82%** percent of system capacity

Production Compliance: Under State Water Resources Control Board (SWRCB) Cease and Desist Order No. 2016-0016 (CDO), California American Water (Cal-Am) is allowed to produce no more than 8,310 AF of water from the Carmel River in WY 2019. Through **July**, using the CDO accounting method, Cal-Am has produced **6,281 AF** from the Carmel River (including ASR capped at 600 AF, Table 13, and Mal Paso.) In addition, under the Seaside Basin Decision, Cal-Am is allowed to produce 1,820 AF of water from the Coastal Subareas and 0 AF from the Laguna Seca Subarea of the Seaside Basin in WY 2019. Through **July**, Cal-Am has produced **2,023 AF** from the Seaside Groundwater Basin. Through **July**, **1,335 AF** of Carmel River Basin groundwater have been diverted for Seaside Basin injection; **0 AF** have been recovered for customer use, and **471 AF** have been diverted under Table 13 water rights. Cal-Am has produced **7,819 AF** for customer use from all sources through **July**. **Exhibit 24-C** shows production by source. Some of the values in this report may be revised in the future as Cal-Am finalizes their production values and monitoring data. The 12 month moving average of production for customer service is **9,724 AF**, which is below the rationing trigger of **10,130 AF** for WY 2019.

EXHIBITS

24-A Water Supply Status: **August 1, 2019**

24-B Monthly Cal-Am Diversions from Carmel River and Seaside Groundwater Basins: WY 2019

24-C Monthly Cal-Am production by source: WY 2019

EXHIBIT 24-A

**Monterey Peninsula Water Management District
Water Supply Status
August 1, 2019**

Factor	Oct to Jul 2019	Average To Date	Percent of Average	Oct to Jul 2018
Rainfall (Inches)	30.93	21.12	147%	13.52
Runoff (Acre-Feet)	144,291	66,866	216%	31,858
Storage ⁵ (Acre-Feet)	30,280	29,990	101%	29,130

Notes:

1. Rainfall and runoff estimates are based on measurements at San Clemente Dam. Annual rainfall and runoff at Sleepy Hollow Weir average 21.1 inches and 67,246 acre-feet, respectively. Annual values are based on the water year that runs from October 1 to September 30 of the following calendar year. The rainfall and runoff averages at the Sleepy Hollow Weir site are based on records for the 1922-2018 and 1902-2018 periods respectively.
2. The rainfall and runoff totals are based on measurements through the dates referenced in the table.
3. Storage estimates refer to usable storage in the Monterey Peninsula Water Resources System (MPWRS) that includes surface water in Los Padres and San Clemente Reservoirs and ground water in the Carmel Valley Alluvial Aquifer and in the Coastal Subareas of the Seaside Groundwater Basin. The storage averages are end-of-month values and are based on records for the 1989-2018 period. The storage estimates are end-of-month values for the dates referenced in the table.
4. The maximum storage capacity for the MPWRS is currently 37,639 acre-feet.

Production vs. CDO and Adjudication to Date: WY 2019

(All values in Acre-Feet)

Year-to-Date Values	MPWRS					Water Projects and Rights			
	Carmel River Basin ^{2, 6}	Seaside Groundwater Basin		MPWRS Total		ASR Recovery	Table 13 ⁷	Sand City ³	Water Projects and Rights Total
		Coastal	Laguna Seca						
Target	7,463	1,100	0	1,100	8,563	0	227	250	477
Actual ⁴	6,281	1,795	228	2,023	8,303	0	471	116	587
Difference	1,182	-695	-228	-923	260	0	-244	134	-110
WY 2018 Actual	5,298	1,926	204	2,130	7,428	43	153	140	336

1. This table is current through the date of this report.
2. For CDO compliance, ASR, Mal Paso, and Table 13 diversions are included in River production per State Board.
3. Sand City Desal, Table 13, and ASR recovery are also tracked as water resources projects.
4. To date, 1335 AF and 471 AF have been produced from the River for ASR and Table 13 respectively.
5. All values are rounded to the nearest Acre-Foot.
6. For CDO Tracking Purposes, ASR production for injection is capped at 600 AFY.
7. Table 13 diversions are reported under water rights but counted as production from the River for CDO tracking.

Monthly Production from all Sources for Customer Service: WY 2019

(All values in Acre-Feet)

	Carmel River Basin	Seaside Basin	ASR Recovery	Table 13	Sand City	Mal Paso	Total
Oct-18	491	369	0	0	16	8	884
Nov-18	456	304	0	0	21	8	790
Dec-18	468	180	0	0	11	8	667
Jan-19	395	161	0	81	19	8	664
Feb-19	363	147	0	91	7	8	616
Mar-19	411	161	0	101	0	8	682
Apr-19	504	156	0	98	0	7	765
May-19	587	143	0	101	11	7	849
Jun-19	721	154	0	0	24	7	905
Jul-19	735	248	0	0	8	6	997
Aug-19							
Sep-19							
Total	5,133	2,023	0	471	116	76	7,819
WY 2018	5,118	2,164	403	153	165	49	8,052

1. This table is produced as a proxy for customer demand.
2. Numbers are provisional and are subject to correction.

Rationing Trigger: WY 2019

12 Month Moving Average ¹	9,724	10,130	Rule 160 Production Limit
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1. Average includes production from Carmel River, Seaside Basin, Sand City Desal, and ASR recovery produced for Customer Service.

California American Water Production by Source: Water Year 2019

	Carmel Valley Wells ¹						Seaside Wells ²						Total Wells			Sand City Desal		
	Actual		Anticipated ³		Compaired to Target		Actual		Anticipated		Compaired to Target		Actual	Anticipated	Compaired to Target	Actual	Anticipated	Compaired to Target
	Upper acre-feet	Lower acre-feet	Upper acre-feet	Lower acre-feet	Upper acre-feet	Lower acre-feet	Coastal acre-feet	LagunaSeca acre-feet	Coastal acre-feet	LagunaSeca acre-feet	Coastal acre-feet	LagunaSeca acre-feet	acre-feet	acre-feet	acre-feet	acre-feet	acre-feet	acre-feet
Oct-18	0	491	0	550	0	59	341	28	350	0	9	-28	860	900	40	16	25	9
Nov-18	0	456	0	383	0	-73	280	25	350	0	70	-25	761	733	-28	21	25	4
Dec-18	0	468	0	559	0	91	162	18	100	0	-62	-18	648	659	11	11	25	14
Jan-19	232	515	100	573	-132	58	146	15	100	0	-46	-15	907	773	-134	19	25	6
Feb-19	216	545	100	459	-116	-86	133	14	100	0	-33	-14	908	659	-249	7	25	19
Mar-19	261	623	100	616	-161	-7	145	17	100	0	-45	-17	1046	816	-230	0	25	25
Apr-19	258	626	0	626	-258	0	137	19	100	0	-37	-19	1040	726	-313	0	25	25
May-19	232	560	0	967	-232	407	116	27	100	0	-16	-27	935	1,067	132	11	25	14
Jun-19	201	520	0	973	-201	453	122	32	100	0	-22	-32	875	1,073	198	24	25	1
Jul-19	210	525	0	1,341	-210	816	214	34	100	0	-114	-34	983	1,441	458	8	25	17
Aug-19																		
Sep-19																		
To Date	1,609	5,331	300	7,047	-1,309	1,717	1,795	228	1,500	0	-295	-228	8,962	8,847	-115	116	250	134

Total Production: Water Year 2019

	Actual	Anticipated	Acre-Feet Compaired to Target
Oct-18	876	925	49
Nov-18	782	758	-24
Dec-18	659	684	25
Jan-19	926	798	-128
Feb-19	914	684	-230
Mar-19	1,046	841	-205
Apr-19	1,040	751	-288
May-19	946	1,092	146
Jun-19	899	1,098	199
Jul-19	991	1,466	475
Aug-19			
Sep-19			
To Date	9,078	9,097	19

1. Carmel Valley Wells include upper and lower valley wells. Anticipate production from this source includes monthly production volumes associated with SBO 2009-60, 20808A, and 20808C water rights. Under these water rights, water produced from the Carmel Valley wells is delivered to customers or injected into the Seaside Groundwater Basin for storage.
2. Seaside wells anticipated production is associated with pumping native Seaside Groundwater (which is regulated by the Seaside Groundwater Basin Adjudication Decision) and recovery of stored ASR water (which is prescribed in a MOA between MPWMD, Cal-Am, California Department of Fish and Game, National Marine Fisheries Service, and as regulated by 20808C water right.
3. Negative values for Acre-Feet under target indicates production over targeted value.



Supplement to 8/19/2019 MPWMD Board Packet

Attached are copies of letters received between July 19, 2019 and August 9, 2019. These letters are listed in the August 19, 2019 Board packet under Letters Received.

Author	Addressee	Date	Topic
John Moore	MPWMD	8/3/2019	Pure Water Monterey Project
M. W. Chrislock	MPWMD	7/26/19	Pure Water Monterey Project
Ron Weitzman	MPWMD	7/20/19	Pure Water Monterey Project
John Moore	MPWMD	7/18/19	Pure Water Monterey Project
David Dilworth	MPWMD	7/17/19	Pure Water Monterey Project
John Moore	MPWMD	7/17/19	Pure Water Monterey Project
Ron Weitzman	MPWMD	7/15/19	Pure Water Monterey Project
John Moore	MPWMD	7/15/19	Pure Water Monterey Project

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Arlene Tavani

From: John Moore <jmoore052@gmail.com>
Sent: Saturday, August 3, 2019 9:12 AM
To: WB-DDW-RecycledWater
Cc: Dave Stoldt; Barnard, Randy@Waterboards; Paul Sciuto; Marge Jameson; Jim Johnson; Joe Livernois; Monterey County Weekly; megrismer@ucdavis.edu; Rudy Fischer; Ron Weitzman; Royal Calkins; Anthony Lombardo - LS Resort & Pasadera Country Club; Mary Adams; Arlene Tavani; Jane Parker; John Phillips; Luis Alejo; public.advisor@cpuc.ca.gov; George Riley; john.robertson@waterboards.ca.gov; Kelly Nix; Carmel Pine Cone; richard.rauschmeier@cpuc.ca.gov; robert.brownwood@waterboards.ca.gov
Subject: Fwd: Rudy Fischer/John Moore re Pure Water Monterey(PWM)

My letter to the cedar street times sets forth a state of emergency created by the PWM GWR project. Because state law places the permitting authority in local boards, no health safety opinion about a project like PWM is required. Such boards are totally reliant on staff, which in the PWM project was dishonest in a political attempt to foist the costs of cleaning up toxic agriculture waste sites to the Cal Am customers. I note that the 2010 expert panel re investigating Direct Potable Reuse noted the risk of allowing non-expert regional board members to be the final permit authority. My plea is based on the authority of DDW to prevent water events that are a danger to public health. The PWM is a potential mass poisoning, Do something. I incorporate herein all of my prior correspondence to DDW about the dangers of the PWM project. John M. Moore

----- Forwarded message -----

From: John Moore <jmoore052@gmail.ge>
Date: Fri, Aug 2, 2019 at 2:27 PM
Subject: Rudy Fischer/John Moore re Pure Water Monterey(PWM)
To: Marge Jameson <cedarstreettimes@gmail.com>

Thank you for publishing the recent letters by ex-Monterey One Water(MOW)board member Rudy Fischer and me. I continue to question the health safety of the drinking water from PWM, while Mr. Fischer references his high regard for the PWM staff, the water quality tests for water from the project and references the success of the Orange County Water District project that recycles sewage to drinking water as permitted by state law. He was the chair person of MOW at the time it agreed to join with the Monterey Bay Water Management District to form PWM. The State Water Board has jurisdiction over water quality matters. The Dept. of Drinking Water(DDW) is the technical agency that provides the research and regulations for drinking water. But here is the catch: the final permit for a project like PWM was by the vote of the five board members of the Central Valley Water Control Board, all of whom were lay people with no technical training.
(Editor-connect this dead space-Thanks)

The permit for the PWM project and the consent of the WOW board were obtained by fraud and corruption. Mr Fischer was and is a victim of the fraud. DDW has a full set of regulations that apply to the treatment and recycling of municipal waste(human sewage) into drinking water. The 77 pages of Ground Water Replenishment regulations were a result of about 17 years of research and observation of the Orange county municipal waste recycling project and are expressly applicable to human sewage, excluding applicability for all other source waters, like industrial and Ag. waste.

The DDW does not have any policy or regulations that permit the treatment and recycling of Toxic agriculture waste like Blanco Drain and Reclamation Ditch, the two huge areas of decades of agriculture waste that are source waters (mixed with municipal waste) for the PWM project. DDW is not even in the process of researching the treatment and recycling of agriculture waste for drinking water. No project in the world has even made such an attempt. The fraud: MOW and the Central Valley Resources Board were never informed that the attempt to treat and recycle agriculture waste waters was unprecedented and void of any support by health safety experts. In fact there were representations that the technology was common. Similar fraud was committed in the EIR for the project and before the Public Utilities Commission.

To date, no health safety expert with medical disease expertise has been retained to provide an opinion about the health safety of the PWM project. I have requested that PWM provide such an opinion, but it wouldn't dare. There is no body of data and research for an expert to draw from and like the regulations for the treatment of municipal waste, it would take years of research to create a data bank from which experts could generate health safety opinions. The safety tests for the PWM project are those that apply to municipal waste projects and are

(Editor-connect this dead space, Thanks)

based upon at least two decades of experience. There is no such history and research that provides a clue about the toxins that will remain after the PWM treatment process. Therefore, there are no safety tests for the treatment of toxic agriculture waste. As humans, we are entitled to know. The burden is not on the captive purchasers of the PWM water to prove that the water will be unsafe, but on PWM to prove that the water will be safe.

At a minimum, the treatment and recycling of the Salinas Valley agriculture waste should be removed from the PWM project. John M. Moore

Arlene Tavani

From: MWChrislock <mwchrislock@redshift.com>
Sent: Friday, July 26, 2019 12:43 PM
To: Paul Sciuto; Dave Stoldt; 'Bob Jaques'; 'russell mcglathlin'; 'Sweigert, Jan@Waterboards'; 'Dorene D'Adamo'; 'WB-DDW-RecycledWater'; 'Rudy Fischer'; Arlene Tavani; 'Jeanne Byrne'; Jean Getchell; Mary Adams; 'Carmelita Garcia'; 'Carly Mayberry'; 'Cynthia Garfield'; 'Bill Peake'; 'David Sweigert'; 'Nicholas Smith'; 'Susan Goldbeck'; 'Bill Monnet'; Katherine Biala; 'Barnard, Randy@Waterboards'; Mike McCullough
Cc: 'Mary Duan'; 'Marge Jameson'; Royal Calkins; 'Joe Livernois'; Jim Johnson; 'Jenny McAdams'; pam@mcweekly.com; 'Luke Coletti'; 'Dan Davis'; erickson@stampplaw.us; 'Israel Zubiarte'; 'Larry'; 'William Moore'; 'Prescott J. Kendall'; 'david8@1hope.org'; Steven.mover77@gmail.com; unobaj@yahoo.com; 'Vince Tuminello'; 'Walt Classen'; 'fran&jd'; 'Roberta Lindsey'; 'Dan Miller'; ramburke@yahoo.com; George Riley; 'Pgac-Susan Nilmier'; robert.brownwood@waterboards.ca.gov; 'Michael Canan'; 'Robert Huit'; 'Robert Pacelli'; 'Jane Haines'; 'Jane Parker'; Chris Lopez; John Phillips; Luis Alejo; Bill Lee; Herbert Cortez; Howard Gustafson; Jan Shriner; Keith Van Der Maaten; Matt Zefferman; Peter Le; Tom Moore; Claude Hoover; DSullivan@mpc.edu; Glen Dupree; Hart22584@comcast.net; KenEkelund@redshift.com; Mike LeBarre; Mke Scattini; Richard Ortiz; Asaf Shalev; Marge Jameson; Sara Rubin; Bill Monning; Mark Stone; Alison Kerr; Bill Peake; 'Clyde Roberson'; David Potter; Don Freeman; Ian Oglesby; maryann@sandcityca.org; Adam Urrutia; Bruce Delgado; 'David Brown'; 'Frank O'Connell'; 'Gail Morton'; 'Layne Long'; Lisa Berkley; 'Nancy Amadeo'; SSMyers@att.net; SSPaulding@fbm.com
Subject: Re: Pure Water Monterey-Ground Water Replenishment Project

Public Water Now has backed Pure Water Monterey because we have asked the questions that John Moore raises and we've gotten answers put those issues to rest. Moore has not asked the questions, he's just made assertions. He has never spoken with Monterey One Water on these issues. PWN is confident that this project is safe and fully permitted.

Melodie Chrislock

Public Water Now's response to John Moore's claims.

Is Pure Water Monterey Safe and Legal?

John Moore keeps arguing against the Pure Water Monterey Project, but his argument has NO basis in fact. His opinion is misinformed.

Pure Water Monterey (PWM) is a project of Monterey One Water to treat wastewater and inject it into the Seaside Basin to be drawn out as drinking water. It stays in the basin for ten to twelve months. This is called Indirect Potable Reuse and it is clearly legal. At this time Direct Potable Reuse is not legal, but is being studied. Moore confuses the two to make his argument.

Pure Water Monterey will begin supplying us with 3,500 acre-feet of advanced purified water in the next few months. This water supply project has been developed over the last five years. It is already fully permitted, legal and near completion.

Moore claims this water has not been tested for safety.

He is mistaken. This water has been tested for 435 constituents of emerging concern, plus 24 pesticides that are used locally. Over 7,000 samples of the source waters have been tested, plus 11,576 samples of the purified water after it has been treated. This water is thoroughly tested. There is no question that it is safe.

As an example, the Blanco Drain and Reclamation Ditch agricultural wastewater was tested for DDT. Testing showed it was 50 times lower than the World Health Organization standard. And remember that's before it goes through the purification process.

The safety standards for this water were developed by the CA Department of Health Services and Division of Drinking Water with input from various experts from around the country. The regulations require that indirect potable water must be in the ground for at least two months. PWM water will be in the ground for 10 to 12 months.

The Water Reuse Association and the SWRCB have been looking at water safety and have not documented a single case where someone got sick from recycled water.

This water is so pure it is actually expected to improve the quality of the groundwater in the Seaside Basin over time.

Moore claims that filtering this water through the groundwater basin does not make it safe. He completely ignores the initial purification process.

It's not just the duration of time this water resides in the basin that makes it safe. Before it goes into the Seaside Basin this water goes through an advanced purification process using ozone, membrane filtration, reverse osmosis and oxidation with ultra violet light and hydrogen peroxide. This recycled water exceeds drinking water standards BEFORE it is injected into the Seaside Basin. More on the process here: <http://purewatermonterey.org/wp/about-us/project-technology/>

Public Water Now supports the Pure Water Monterey project. It is an environmentally superior and cost effective solution to the Peninsula's water supply needs.

If you have concerns, get the facts from Monterey One Water. Public Water Now is sponsoring a tour of the Pure Water Monterey demo plant on Saturday, August 10 at 10am. Call 831 778-4885 to RSVP for the tour.

Melodie Chrislock
Managing Director
Public Water Now

From: john moore [<mailto:jmerton99@yahoo.com>]
Sent: Friday, July 19, 2019 8:21 PM

This is my final comment on this Thread: In 2014, the state adopted a 77 page regulation setting forth the conditions for granting a GWR permit for recycled "municipal waste." In 2018, the state water Resources Bd. adopted that regulation in full, again for municipal sewage.

Randy Barnhard, engineer authorized the permit for the PWM project. PWM and R, Fischer cite the two month duration that the PWM water must repose in the Seaside Basin. They assume that somehow makes the project legal, if not safe.

Big Big problem: there are NO regulations in fact, or in progress for the permitting of a GWR project that uses advanced treatment for agriculture waste water. PWM relies on a heavily researched 77 page regulation that applies only to municipal waste. Without benefit of the health safety benefits of the Regulation adoption procedure, the PWM permit was based on the whim of the chief sewage engineer, at the request of PWM, certain Supervisors from the Ag districts, and the Big Ag companies that should be paying the tens of millions to clean up Blanco Drain and Resurrection Ditch. Based on Mr. Fischers comment about the two months in the Basin, it appears that he believes it is relevant to an Ag waste treatment process. Hardly, there are years of research necessary before such an important set of rules can be adopted, including determining the existence of toxic dissolved particles that get through the treatment process and the, if possible designing tests to alert the project managers that dangerous toxins are in the water. JMM

On Monday, July 15, 2019, 10:31:15 AM MDT, John Moore <jmoore052@gmail.com> wrote:

CEDAR STREET TIMES • July 19, 2019

To All:

This comment is based upon sources that include the Ca. Water Code and regulations based thereon and the studies set forth on the web site for the Ca. State Water Resources Board(State Water Board) and its division, the Department of Drinking Water(DDW).

The purpose of this comment is to prove beyond all doubt that Pure

Water Monterey(PWM) a Ground Water Replenishment project(GWR) is a public health risk that cannot be implemented.

Like the Orange County Water District(OCWD) GWR project, which treats and recycles human waste and then uses a five year GWR process to produce water for potable purposes, PWM will treat and recycle human waste, but also will attempt to treat and recycle toxic agriculture waste from Blanco Drain and Resurrection Ditch, Salinas Valley agriculture waste repositories with toxic waste from WWII forward based on a "Gimmick" instead of a true GWR process. Blanco Drain And Resurrection Ditch are both 303d sites per the federal govt.: that means the waters are so severely contaminated that it cannot sustain aquatic life.

Currently, state law does not permit municipal wastewater to be treated with advanced processes, then recycled via reverse osmosis and sold directly for potable use (Direct Potable Reuse). Subsequent to treatment and recycle, the water must utilize a GWR process that reasonably removes toxic and undesirable dissolved solids that get through treatment and recycle. The Orange project treats and recycles human waste; thereafter, the water traverses cracks, spaces, sands and rivers for about five years . After the five years, water districts drop wells into the aquifer and removes and sell the water for potable purposes. The project has mixed health safety results.

The reason that Direct Potable Reuse is illegal is because the

identification and toxicity of the millions of dissolved solids that get through recycle are unknown. The state is currently pursuing a scientific inquiry into that identification. The identification of toxic particles uses bio-assay evaluations where particle cells are analyzed for toxicity. Once identified, the scientists attempt to create tests that will identify toxic particles. The goal is to be sure that Direct Potable Reuse water is safe before it is authorized. The scientists are scheduled to report their progress back to the State water Board in late 2023. It is critical to understand that the state inquiry relates only to treated and recycled municipal waste water and specifically excludes all industrial waste, including agriculture waste waters.

How does this relate to the PWM GWR project? PWM will mix municipal waste with agriculture waste, treat it and recycle it and then will follow the "gimmick" to claim that it is a bona fide GWR project authorized under state law.

Here is the Gimmick. The Seaside Basin currently serves as a drinking water repository for excess waters from the Carmel river, seepage from above and a couple of minor sources. PWM will inject the treated and recycled water directly into the basin, an illegal Direct Potable Reuse that is a process currently subject to research to identify toxic dissolved particles that make it through the process as I have explained above.

PWM would argue that the illegality is neutralized by its GWR process and that it is a legal GWR process, in spite of the illegal Direct Potable Reuse. The PWM permit requires that the treated water injected into the basin must remain in the basin for two months so that it can qualify as a GWR. Put another way, we are to accept that the illegal direct injection into the basin and all of the health risks under investigation, will be cleansed by association with the other drinking water in the basin and that two months scientifically eliminates the concerns about DPR currently under scientific study at the state level (and that only for human wastewater, not agriculture waste.).

The recent proposal to expand the PWM project would add dangers: it would result in over 2/3 of the water in the Seaside basin derived from illegal DPR water. Without benefit of the current DPR research, it would contaminate all of the basin.

Currently, there is no water treatment recycle project in the world that attempts to treat and recycle agriculture waste for potable uses. On its web site, PWM admits that.

Pure Water Now advocates and the Salinas agriculture interests assert that the PWM project is preferable to the slant well desalinization project foisted on Cal Am by the State Water Board. In fact, a deep water desalinization is the only alternative(at about \$200 per sq. ft.).

If PWM or PWN responds to this comment, they will assert that the PWM project must pass the safety tests. True, but as a GWR project the tests do not and cannot include tests for a DWR project, because those there are no such tests at this time(see 2023 remark above).

The reason that I have inserted myself into this water disgrace is based on simple survival instincts and concern for my fellow humans. Nothing else. But it is time for someone other than me to get involved. A local petition requesting PWM to obtain a health safety opinion from a recognized water treatment safety expert about the health safety feasibility of the project would be a good start(expert appointed by the Seaside Basin case judge).

Arlene Tavani

From: Ron Weitzman <ronweitzman@redshift.com>
Sent: Saturday, July 20, 2019 2:43 PM
To: 'Margaret Thum'; 'MWChrislock'
Cc: 'john moore'; 'Barnard, Randy@Waterboards'; 'Paul Sciuto'; Dave Stoldt; 'Bob Jaques'; 'russell mcglathlin'; 'Sweigert, Jan@Waterboards'; 'Dorene D'Adamo'; 'WB-DDW-RecycledWater'; 'Rudy Fischer'; Arlene Tavani; 'Jeanne Byrne'; 'Jean Getchell'; 'Mary Adams'; public.advisor@cpuc.ca.gov; 'Carmelita Garcia'; 'Carly Mayberry'; 'Cynthia Garfield'; 'Bill Peake'; 'David Sweigert'; 'Nicholas Smith'; 'Susan Goldbeck'; 'Bill Monnet'; 'John Moore'; 'Mike McCullough'; mheditor@montereyherald.com; 'Mary Duan'; 'Carmel Pine Cone'; 'Marge Jameson'; 'Royal Calkins'; 'Joe Livernois'; 'Jim Johnson'; 'Jenny McAdams'; pam@mcweekly.com; 'Luke Coletti'; 'Dan Davis'; erickson@stamplaw.us; 'Israel Zubiata'; 'Larry'; 'Kelly Nix'; 'William Moore'; 'Prescott J. Kendall'; 'david8@1hope.org'; Steven.mover77@gmail.com; unobaj@yahoo.com; 'Vince Tuminello'; 'Walt Classen'; 'fran&jd'; 'Roberta Lindsey'; 'Dan Miller'; ramburke@yahoo.com; 'George Riley'; 'Pgac- Susan Nilmier'; robert.brownwood@waterboards.ca.gov; 'Michael Canan'; 'Robert Huit'; 'Robert Pacelli'; 'Jane Haines'; 'Jane Parker'; 'Chris Lopez'; 'John Phillips'; 'Luis Alejo'; 'Bill Lee'; 'Herbert Cortez'; 'Howard Gustafson'; 'Jan Shriner'; 'Keith Van Der Maaten'; 'Matt Zefferman'; 'Peter Le'; 'Tom Moore'; 'Claude Hoover'; DSullivan@mpc.edu; 'Glen Dupree'; Hart22584@comcast.net; KenEkelund@redshift.com; 'Mike LeBarre'; 'Mke Scattini'; 'Richard Ortiz'; 'Asaf Shalev'; 'Marge Jameson'; 'Channel 11'; 'Herald City Editor'; 'KION TV'; 'KSBW'; 'Sara Rubin'; 'Buill Monning'; 'Mark Stone'; 'Alison Kerr'; 'Bill Peake'; 'Clyde Roberson'; 'David Potter'; 'Don Freeman'; 'Ian Oglesby'; maryann@sandcityca.org; 'Adam Urrutia'; 'Bruce Delgado'; 'David Brown'; 'Frank O'Connell'; 'Gail Morton'; 'Layne Long'; 'Lisa Berkley'; 'Nancy Amadeo'; SSMyers@att.net; SSPaulding@fbm.com
Subject: RE: Pure Water Monterey-Ground Water Replenishment Project

Melodie, I agree with Margaret Thum. It would be helpful if you could provide the list of tested pesticides, as well as how and where they are tested. What is the source of the list? This is a critical question: Does the tertiary treatment the mix of sewer and agricultural runoff and wash water undergoes for irrigation use filter out the pesticides? How do we know? That is part of the project. Questions are not misinformation. Thanks. --Ron

From: Margaret Thum [mailto:margaret.thum@gmail.com]
Sent: Saturday, July 20, 2019 2:07 PM
To: MWChrislock
Cc: Ron Weitzman; john moore; Barnard, Randy@Waterboards; Paul Sciuto; Dave Stoldt; Bob Jaques; russell mcglathlin; Sweigert, Jan@Waterboards; Dorene D'Adamo; WB-DDW-RecycledWater; Rudy Fischer; Arlene Tavani; Jeanne Byrne; Jean Getchell; Mary Adams; public.advisor@cpuc.ca.gov; Carmelita Garcia; Carly Mayberry; Cynthia Garfield; Bill Peake; David Sweigert; Nicholas Smith; Susan Goldbeck; Bill Monnet; John Moore; Mike McCullough; mheditor@montereyherald.com; Mary Duan; Carmel Pine Cone; Marge Jameson; Royal Calkins; Joe Livernois; Jim Johnson; Jenny McAdams; pam@mcweekly.com; Luke Coletti; Dan Davis; erickson@stamplaw.us; Israel Zubiata; Larry; Kelly Nix; William Moore; Prescott J. Kendall; david8@1hope.org; Steven.mover77@gmail.com; unobaj@yahoo.com; Vince Tuminello; Walt Classen; fran&jd; Roberta Lindsey; Dan Miller; ramburke@yahoo.com; George Riley; Pgac- Susan Nilmier; robert.brownwood@waterboards.ca.gov; Michael Canan; Robert Huit; Robert Pacelli; Jane Haines; Jane Parker; Chris Lopez; John Phillips; Luis Alejo; Bill Lee; Herbert Cortez; Howard Gustafson; Jan Shriner; Keith Van Der Maaten; Matt Zefferman; Peter Le; Tom Moore; Claude Hoover; DSullivan@mpc.edu; Glen Dupree; Hart22584@comcast.net; KenEkelund@redshift.com; Mike LeBarre; Mke Scattini; Richard Ortiz; Asaf Shalev; Marge Jameson; Channel 11; Herald City Editor; KION TV; KSBW; Sara Rubin; Buill Monning; Mark Stone; Alison Kerr; Bill Peake; Clyde Roberson; David Potter; Don Freeman; Ian Oglesby; maryann@sandcityca.org; Adam Urrutia; Bruce Delgado; David Brown; Frank

Subject: Re: Pure Water Monterey-Ground Water Replenishment Project

Can you please provide a list of what is tested and when? This info was not included in the link you provided.

On Sat, Jul 20, 2019, 1:59 PM MWChrislock <mwchrislock@redshift.com> wrote:

Moore's argument has NO basis in fact. He has never contacted Monterey One Water (MOW) to allow them address his questions. He does not want answers, he just wants to broadcast his misinformed opinion. I'm sorry Ron Weitzman chooses to spread this misinformation.

FYI It's not the duration of time the water resides in the basin that makes this water safe, it the the process <http://purewatermonterey.org/wp/about-us/project-technology/> it undergoes. This water is tested thousands of times for 435 constituents of concern and 24 local pesticides. First the samples are tested to see what's in the water, then the finished water is again tested. The finished water is clean to drinking water standards (the same standards that apply to the water that comes out of your tap now), before it is injected into the Seaside Basin.

By the way Moore acknowledges that municipal wastewater is being recycled safely to drinking water in many cities and he sees no problem with that. If he thinks municipal wastewater is not contaminated with pesticides and everything else from the food and drugs we eat and excrete, then he isn't thinking this through very carefully.

Do you really think MOW would spend \$124 million on a project that was not was not safe, legal and fully permitted? This is not politics, this is science.

If you have concerns, get the facts from MOW.

Melodie Chrislock
Managing Director, Public Water Now

PWN has been sponsoring tours of the Pure Water Monterey project to help educate the public. Join us!



This fall the Pure Water Monterey Project will begin supplying 3500 acre-feet of highly purified recycled water to the Peninsula. That is more than a third of the water the Peninsula currently uses. And this state of the art recycled water project can be expanded to meet our water supply needs for decades to come, making Cal Aim's costly desalt unnecessary. This is a joint project of Monterey One Water and the

Water Management District.

Pure Water Monterey Tour

Saturday, August 10 at 10am

Monterey One Water

Take the tour with us and..... DRINK THE WATER!

Public Water Now can have up to 30 guests on the tour.

Please **RSVP to 831 778-4885 to hold your place.**

On 7/20/19, 10:00 AM, "Ron Weitzman" <ronweitzman@redshift.com> wrote:

All: John's is a voice in the wilderness that I hope keeps echoing after he ends his participation in this email thread. The three-legged stool of Cal Am's water-supply project is the result of bargaining among state and local agencies that each had something of value to trade. It is a political, not a scientific, project.

Not only nowhere in the world has toxic agricultural runoff water been recycled for human consumption or for agricultural irrigation, but also nowhere in the world have slant wells been used for desalination. So much for two legs of the stool. The third leg is aquifer storage and recovery, which has fallen far short of what it was supposed to have delivered over the years since it began.

If completed, will the project work? Who knows? Proponents want to try it in the hope that it will work. Maybe it will. After all, today we celebrate the anniversary of the first walk on the moon by human beings. Cal Am's water-supply project may be our local moonshot.

Even if pesticide particles are too big to get through the Pure Water Monterey reverse-osmosis screens to contaminate our drinking water, are they also too big to get by the far less stringent recycling process for the irrigation water? Again, who knows? It is important to know because if the pesticides contaminate the irrigation water the result could be deformed and poisonous produce that could doom the Salinas Valley agricultural industry.

So, why are we taking these chances? As noted in the first paragraph, the answer is politics. Citizens do need to be involved. Thank you, John. --Ron

From: john moore [<mailto:jmerton99@yahoo.com>]

Sent: Friday, July 19, 2019 8:21 PM

To: Barnard, Randy@Waterboards; Paul Sciuto; David J. Stoldt; Bob Jaques; russell mcglothlin; Catherine.Stedman@amwater.com; Sweigert, Jan@Waterboards; Dorene D'Adamo; WB-DDW-RecycledWater; Rudy Fischer; Arlene Tavani; Jeanne Byrne; Jean Getchell; Mary Adams; public.advisor@cpuc.ca.gov; Carmelita Garcia; Carly Mayberry; Cynthia Garfield; Bill Peake; David Sweigert; Nicholas Smith; Susan Goldbeck; Bill Monnet; John Moore

Cc: mheditor@montereyherald.com; Mary Duan; Carmel Pine Cone; Marge Jameson; Royal Calkins; Ron Weitzman; Joe Livernois; Jim Johnson; Jenny McAdams; pam@mcweekly.com; Luke Coletti; Dan Davis; erickson@stamplaw.us; Israel Zubiarte; Larry; Margaret Thum; Kelly Nix; William Moore; Prescott J. Kendall; david8@1hope.org; Steven.mover77@gmail.com; unobaj@yahoo.com; Vince Tuminello; Walt Classen; fran&jd; Roberta Lindsey; Dan Miller; ramburke@yahoo.com; George Riley; Pgac- Susan Nilmier; robert.brownwood@waterboards.ca.gov; Michael Canan; Robert Huit (rhuitt@hghb.net); Robert Pacelli; Jane Haines; Jane Parker

Subject: Re: Pure Water Monterey-Ground Water Replenishment Project

This is my final comment on this Thread: In 2014, the state adopted a 77 page regulation setting forth the conditions for granting a GWR permit for recycled "municipal waste." In 2018, the state water Resources Bd. adopted that regulation in full, again for municipal sewage.

Randy Barnhard, engineer authorized the permit for the PWM project. PWM and R, Fischer cite the two month duration that the PWM water must repose in the Seaside Basin. They assume that somehow makes the project legal, if not safe.

Big Big problem: there are NO regulations in fact, or in progress for the permitting of a GWR project that uses advanced treatment for agriculture waste water. PWM relies on a heavily researched 77 page regulation that applies only to municipal waste. Without benefit of the health safety benefits of the Regulation adoption procedure, the PWM permit was based on the whim of the chief sewage engineer, at the request of PWM, certain Supervisors from the Ag districts, and the Big Ag companies that should be paying the tens of millions to clean up Blanco Drain and Resurrection Ditch. Based on Mr. Fischers comment about the two months in the Basin, it appears that he believes it is relevant to an Ag waste treatment process. Hardly, there are years of research necessary before such an important set of rules can be adopted, including determining the existence of toxic dissolved particles that get through the treatment process and the, if possible designing tests to alert the project managers that dangerous toxins are in the water. JMM

On Monday, July 15, 2019, 10:31:15 AM MDT, John Moore <jmoore052@gmail.com> wrote:

To All:

This comment is based upon sources that include the Ca. Water Code and regulations based thereon and the studies set forth on the web site for the Ca. State Water Resources Board(State Water Board) and its division, the Department of Drinking Water(DDW).

The purpose of this comment is to prove beyond all doubt that Pure Water Monterey(PWM) a Ground Water Replenishment project(GWR) is a public health risk that cannot be implemented.

Like the Orange County Water District(OCWD) GWR project, which treats and recycles human waste and then uses a five year GWR process to produce water for potable purposes, PWM will treat and recycle human waste, but also will attempt to treat and recycle toxic agriculture waste from Blanco Drain and Resurrection Ditch, Salinas Valley agriculture waste repositories with toxic waste from WWII forward based on a "Gimmick" instead of a true GWR process. Blanco Drain And Resurrection Ditch are both 303d sites per the federal govt.: that means the waters are so severely contaminated that it cannot sustain aquatic life.

Currently, state law does not permit municipal wastewater to be treated with advanced processes, then recycled via reverse osmosis

and sold directly for potable use (Direct Potable Reuse). Subsequent to treatment and recycle, the water must utilize a GWR process that reasonably removes toxic and undesirable dissolved solids that get through treatment and recycle. The Orange project treats and recycles human waste; thereafter, the water traverses cracks, spaces, sands and rivers for about five years . After the five years, water districts drop wells into the aquifer and removes and sell the water for potable purposes. The project has mixed health safety results.

The reason that Direct Potable Reuse is illegal is because the identification and toxicity of the millions of dissolved solids that get through recycle are unknown. The state is currently pursuing a scientific inquiry into that identification. The identification of toxic particles uses bio-assay evaluations where particle cells are analyzed for toxicity. Once identified, the scientists attempt to create tests that will identify toxic particles The goal is to be sure that Direct Potable Reuse water is safe before it is authorized. The scientists are scheduled to report their progress back to the State water Board in late 2023. It is critical to understand that the state inquiry relates only to treated and recycled municipal waste water and specifically excludes all industrial waste, including agriculture waste waters.

How does this relate to the PWM GWR project? PWM will mix municipal waste with agriculture waste, treat it and recycle it and then will

follow the "gimmick" to claim that it is a bona fide GWR project authorized under state law.

Here is the Gimmick. The Seaside Basin currently serves as a drinking water repository for excess waters from the Carmel river, seepage from above and a couple of minor sources. PWM will inject the treated and recycled water directly into the basin, an illegal Direct Potable Reuse that is a process currently subject to research to identify toxic dissolved particles that make it through the process as I have explained above.

PWM would argue that the illegality is neutralized by its GWR process and that it is a legal GWR process, in spite of the illegal Direct Potable Reuse. The PWM permit requires that the treated water injected into the basin must remain in the basin for two months so that it can qualify as a GWR. Put another way, we are to accept that the illegal direct injection into the basin and all of the health risks under investigation, will be cleansed by association with the other drinking water in the basin and that two months scientifically eliminates the concerns about DPR currently under scientific study at the state level (and that only for human wastewater, not agriculture waste.).

The recent proposal to expand the PWM project would add dangers: it would result in over 2/3 of the water in the Seaside basin derived from illegal DPR water. Without benefit of the current DPR research, it would contaminate all of the basin.

Currently, there is no water treatment recycle project in the world that attempts to treat and recycle agriculture waste for potable uses.

On its web site, PWM admits that.

Pure Water Now advocates and the Salinas agriculture interests assert that the PWM project is preferable to the slant well desalinization project foisted on Cal Am by the State Water Board. In fact, a deep water desalinization is the only alternative(at about \$200 per sq. ft.).

If PWM or PWN responds to this comment, they will assert that the PWM project must pass the safety tests. True, but as a GWR project the tests do not and cannot include tests for a DWR project, because those there are no such tests at this time(see 2023 remark above).

The reason that I have inserted myself into this water disgrace is based on simple survival instincts and concern for my fellow humans. Nothing else. But it is time for someone other than me to get involved. A local petition requesting PWM to obtain a health safety opinion from a recognized water treatment safety expert about the health safety feasibility of the project would be a good start(expert appointed by the Seaside Basin case judge).

Arlene Tavani

From: John Moore <jmoore052@gmail.com>
Sent: Thursday, July 18, 2019 7:12 AM
To: Rudy Fischer
Cc: Jean Getchell; V T; Barnard,Randy@Waterboards; Paul Sciuto; Dave Stoldt; Bob Jaques; russell mcglathlin; Sweigert,Jan@Waterboards; Dorene D'Adamo; WB-DDW-RecycledWater; Arlene Tavani; Jeanne Byrne; Mary Adams; public.advisor@cpuc.ca.gov; Carmelita Garcia; Carly Mayberry; Cynthia Garfield; Bill Peake; David Sweigert; Nicholas Smith; Susan Goldbeck; Bill Monnet; mheditor@montereyherald.com; Mary Duan; Carmel Pine Cone; Marge Jameson; Royal Calkins; Ron Weitzman; Joe Livernois; Jim Johnson; Jenny McAdams; pam@mcweekly.com; Luke Coletti; Dan Davis; erickson@stamplaw.us; Israel Zubiate; Larry; Margaret Thum; Kelly Nix; William Moore; Prescott J. Kendall; david8@1hope.org; Steven.mover77@gmail.com; unobaj@yahoo.com; Walt Classen; fran&jd; Roberta Lindsey; Dan Miller; ramburke@yahoo.com; George Riley; Pgac- Susan Nilmier; robert.brownwood@waterboards.ca.gov; Michael Canan; Robert Huit (rhuit@hghb.net); Robert Pacelli; Jane Haines; Jane Parker
Subject: Re: Pure Water Monterey-Ground Water Replenishment Project
FlwUp: -1

Rudy:

Instead of blindly following the conflicted PWM administrators, please answer a few simple questions: 1. Is the Seaside Basin a Cal Am repository of drinking water as stated by its technical expert? 2. Is the treated PWM treated product injected into the Seaside Basin(the drinking water) w/o benefit of GWR(like OCWD)? 3. If the answer to 1 and 2 are Yes, isn't it then a Direct Potable Reuse(DPR)? 4. Isn't it true that DPR has not been approved by statute, or, the State water resources Board(see its web site re DPR to be re-evaluated in 2023)because of health safety concerns? Is it true that there is No recycle or GWR project in the world that attempts to produce potable water from toxic agriculture waste water like Blanco Drain and Resurrection Ditch?

If you desire clarification, please say so? But stop spreading stupid stuff, when this factual stuff is there for all to understand. Your "rely on the creators of this water scam", is old, very old: stick to the facts.

And if you desire to qualify as a caring human, explain why PWM and the Dept. of Drinking Water refuse to provide Cal Am customers with an opinion by qualified health safety scientists(toxicologists, medical scientists, endocrinologists, cell Phd's etc.)about the health safety of PWM's final product? JMM

<https://www.avast.com/sig-email?utm_medium=email&utm_source=link&utm_campaign=sig-email&utm_content=webmail&utm_term=icon>

Virus-free. www.avast.com

<https://www.avast.com/sig-email?utm_medium=email&utm_source=link&utm_campaign=sig-email&utm_content=webmail&utm_term=link>

<#DAB4FAD8-2DD7-40BB-A1B8-4E2AA1F9FDF2>

On Wed, Jul 17, 2019 at 10:45 AM Rudy Fischer <rudyfischer@earthlink.net> wrote:

>

> Please people; I would hope you would have some faith in those who have worked with water delivery and safety as a career. I think they know something about what they are doing and do not go about risking the public's health. Having travelled in many countries - and gotten sick from the water in some - I am confident that we have the cleanest water available; monitored and treated to protect our health and well being.

>

> Mr. Moore is a long retired lawyer who keeps bringing up the same lame arguments over and over - even after they have been discredited over and over. I believe that Mr. Moore dealt with bankruptcy (not water) law, and I prefer to get my information from - and believe - those who have expertise in the appropriate field. This like telling the pilot of your airplane that you don't think the plane will work because you heard some bad things about the tire company's finances.

>

> As a former Board Chair of Monterey One Water (which is building Pure Water Monterey) I can assure you that this project has been well thought out and passes regulatory muster. The Monterey Regional Water Management District, Cal Am, the California State Water Resources Control Board - including its Division of Drinking Water, which regulates drinking water systems - and countless others WITH decades of experience in providing clean, potable water without endangering health are involved in this project. These are the professionals – not John (as nice a guy as he is). Have some faith in the experts, please.

>

> Rudy Fischer

>

>

> -----Original Message-----

> >From: Jean Getchell

> >Sent: Jul 15, 2019 8:30 PM

> >To: V T

> >Cc: John Moore , "Barnard, Randy@Waterboards" , Paul Sciuto , "David

> >J. Stoldt" , Bob Jaques , russell mcglathlin , "Sweigert,

> >Jan@Waterboards" , Dorene D'Adamo , WB-DDW-RecycledWater , Rudy

> >Fischer , Arlene Tavani , Jeanne Byrne , Mary Adams ,

> >"public.advisor@cpuc.ca.gov" , Carmelita Garcia , Carly Mayberry ,

> >Cynthia Garfield , Bill Peake , David Sweigert , Nicholas Smith ,

> >Susan Goldbeck , Bill Monnet , "mheditor@montereyherald.com" , Mary

> >Duan , Carmel Pine Cone , Marge Jameson , Royal Calkins , Ron

> >Weitzman , Joe Livernois , Jim Johnson , Jenny McAdams ,

> >"pam@mcweekly.com" , Luke Coletti , Dan Davis ,

> >"erickson@stamplaw.us" , Israel Zubieta , john moore , Larry ,

> >Margaret Thum , Kelly Nix , William Moore , "Prescott J. Kendall" ,

> >"david8@1hope.org" , "Steven.mover77@gmail.com" , "unobaj@yahoo.com"

> >, Walt Classen , fran&jd , Roberta Lindsey , Dan Miller ,

> >"ramburke@yahoo.com" , George Riley , Pgac- Susan Nilmier ,

> >"robert.brownwood@waterboards.ca.gov" , Michael Canan , "Robert Huit

> >(rhuit@hghb.net)" , Robert Pacelli , Jane Haines , Jane Parker

> >Subject: Re: Pure Water Monterey-Ground Water Replenishment Project

> >

> >If memory serves, these same issues were raised before the Regional Water Quality Control Board before it issued the required permit to M1W.

> >Jean Getchell

> >

> >Law Office of Jean Getchell

> >1743 Santa Ynez Street

> >Ventura, CA 93001

> >(831) 392-6596

> >

> >Sent from my iPhone

> >

> >> On Jul 15, 2019, at 8:23 PM, V T wrote:

> >>

> > > Thank you John:

> > >

> > > I hope those with authority do something to prevent this travesty and hazardous situation from arising, we cannot allow agricultural waste water to be recycled and tried to be purified to make it drinkable when the chances of it being toxic are so strong!

> > >

> > > To all who receive this, I am shocked and against this program and the whole façade of calling the company "Pure Water" is ridiculous!

> > >

> > > Vince Tuminello in Pacific Grove California

> > >

> > > Sent from my iPhone

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> >>> start(expert appointed by the Seaside Basin case judge).

Arlene Tavani

From: David Dilworth <David@1hope.org>
Sent: Wednesday, July 17, 2019 11:02 AM
To: Rudy Fischer; Jean Getchell; V T
Cc: John Moore
Subject: Drinking Ag Waste Water is like Boeing telling us the 737MAXX safety systems - were well thought out.

Hey Rudy,

Wow. I didn't know you were a comedian as well !

Love your missive -- especially "I can assure you that this project has been well thought out "

along with "have some faith in those who have worked with water delivery and safety as a career."

That's just like Boeing telling us the 737-MAX safety systems - "were well thought out."

And that we should "have some faith in Boeing's experts and all the FAA Regulators who have worked in human delivery and safety as a career."

That's hilarious Rudy. You're a hoot.

Thanks,
-David

At 10:45 AM 17,7/17/2019, Rudy Fischer wrote:

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>worked with water delivery and safety as a career. I think they know
>something about what they are doing and do not go about risking the
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> >>> based on simple survival instincts and concern for my fellow humans.
> >>> Nothing else. But it is time for someone other than me to get
> >>> involved. A local petition requesting PWM to obtain a health
> >>> safety opinion from a recognized water treatment safety expert
> >>> about the health safety feasibility of the project would be a good
> >>> start(expert appointed by the Seaside Basin case judge).

Arlene Tavani

From: John Moore <jmoore052@gmail.com>
Sent: Wednesday, July 17, 2019 2:01 PM
To: Rudy Fischer; WB-DDW-RecycledWater; Dave Stoldt; Paul Sciuto; Jim Johnson; Joe Livernois; Marge Jameson; Royal Calkins; Barnard, Randy@Waterboards
Cc: David Dilworth; Jean Getchell; V T
Subject: Re: Peninsula Water Disaster

I was a trial lawyer, including micro-electronic trade secret cases.

From 1993-98, I processed and defended all claims related to five new prisons built by the Ca. Dept of corrections(five billion in projects). Every technology, including water and wastewater was involved. Numerous attorneys were subject to my supervision. I have a "Preeminent" Martindale rating(top 1% nationally). BTW, bankruptcy lawyers include some of the best minds in the world.

But you are missing the point Rudy. Treating and recycling toxic agriculture waste, like Blanco Drain and Resurrection Ditch has never been researched, recommended or attempted. The current research by the state has postponed further proposals for Direct Potable reuse until 2023, but the PWM project will inject treated wastewaters directly into the Seaside basin, Cal-Am's repository of drinking water. In short, it is an illegal Direct potable reuse project. There is no data OR TESTS for the safety of such a unique try.

GWR is a process to clean water that has been recycled and treated, BEFORE the water is injected into a basin or aquifer for potable use(like the five years of GWR in Orange). PWM injects its product into a drinking water basin, after, not before and asserts that two months in cleansing in that basin qualifies it as a legal GWR. By definition, if that water becomes cleaner in the basin, it will be contaminating the water in the basin. Unlike Orange, there is no true GWR process that operates to create a GWR cleansing effect. It is a hoax, and you were/are a big part of it.

But Rudy, here's my deal: I have never claimed that voters should rely on my research as a basis to assure that the PWM project is safe. For about two years, I have requested(in writing to agency after agency) that PWM obtain the opinion of one or more qualified waste water GWR health safety experts to provide an opinion and the basis for it, that the PWM final product will be safe for potable uses. How can PWM refuse such a reasonable request? How can you not join in my request?

Remember that not a single such medical opinion was ever part of the permit process(or the EIR). The PWM sewage engineer asserted there were numerous similar projects, but she intentionally failed to inform that in the history of man, no such project had ever attempted to treat, recycle and AWR toxic agriculture wastewater to create potable water. Never. So no data, no experience, no tests Rudy, you tell people that the PWM project is like Orange. That is not true as set forth above. But in your writings you never reveal this revolutionary attempt to treat and recycle toxic agriculture waste water. Evidently you do not believe that feature of the PWM project to be important.

You claim that those in charge of the PWM project should be trusted.

But none of them has any health safety training and experience for such projects. Add to that, no one in the history of the world has any health safety experience related to a treatment, recycle, AWR of an agriculture waste project. No one!

The failed vote on the reservoir was before the water board cease and desist order. Also, it was the Monterey Bay water Management District that allowed the dam to become contaminated, another example of its history of water failures . Water One Monterey, under your watch, dumped 5Million gallons of untreated human sewage into the Monterey Bay. Nice going Rudy. John M. Moore(licensed,but retired Stanford trained lawyer)

<https://www.avast.com/sig-email?utm_medium=email&utm_source=link&utm_campaign=sig-email&utm_content=webmail&utm_term=icon>

Virus-free. www.avast.com

<https://www.avast.com/sig-email?utm_medium=email&utm_source=link&utm_campaign=sig-email&utm_content=webmail&utm_term=link>
<#DAB4FAD8-2DD7-40BB-A1B8-4E2AA1F9FDF2>

On Wed, Jul 17, 2019 at 11:26 AM Rudy Fischer <rudyfischer@earthlink.net> wrote:

>
> David;
>
> I'm not saying there is no problem. There is; and I agree it is human caused. But the solution is not to disallow reasonable water projects which will reduce the local reliance on the overdrafted aquifer and river. Getting the water that is needed from recycled water or a small desal plant will allow us to leave more water in the aquifer AND take less than we currently do from the Carmel River.
>
> My goal is to be smart about it, though, and that means actually doing something. I know that some people don't want to do anything; but that is no longer an option. Because of those who fought against a reservoir years ago, for instance, this (wet) year alone 13 years worth of water went out of the mouth of the Carmel River unusable and unsavable. THAT is a tragedy!
>
> Rudy
>
>
> -----Original Message-----
> >From: David Dilworth <David@1hope.org>
> >Sent: Jul 17, 2019 11:10 AM
> >To: Rudy Fischer <rudyfischer@earthlink.net>, Jean Getchell
> ><jeanagetchell@gmail.com>, V T <vtpg@hotmail.com>
> >Cc: John Moore <jmoore052@gmail.com>
> >Subject: Peninsula Water Disaster
> >
> >PS Just in case you were not FULLY aware of our Peninsula Water
> >Disaster situation -- here's a review article covering more than most
> >local experts do --
> >
> >https://linkprotect.cudasvc.com/url?a=http%3a%2f%2f1hope.org%2fwaters%2fit.htm&c=E,1,v8OPd9tkgjHa4aSDU2gyCsbXKi9OQJLSbH9VmQbe0FI5Bh4tRxITNDO-0HkkGWKQ_AypYrfc_rTjuPewCobfB4b13RrWhPn4cTcpsr6jbF_bZnxEIA8BUUVH&typo
> >=1
> >
> >Yes, it is almost a year since it was updated, but very little of our
> >physical, legal and political water situation has changed in the past
> >decade.
> >
> >Cheers,
> >-David
> >
> >
> >At 10:45 AM 17,7/17/2019, Rudy Fischer wrote:
> >>Please people; I would hope you would have some faith in those who
> >>have worked with water delivery and safety as a career. I think they
> >>know something about what they are doing and do not go about risking
> >>the public's health. Having travelled in many countries - and gotten

>>>sick from the water in some - I am confident that we have the
>>>cleanest water available; monitored and treated to protect our
>>>health and well being.
>>>
>>>Mr. Moore is a long retired lawyer who keeps bringing up the same
>>>lame arguments over and over - even after they have been discredited
>>>over and over. I believe that Mr. Moore dealt with bankruptcy (not
>>>water) law, and I prefer to get my information from - and believe -
>>>those who have expertise in the appropriate field. This like
>>>telling the pilot of your airplane that you don't think the plane
>>>will work because you heard some bad things about the tire company's
>>>finances.
>>>
>>>As a former Board Chair of Monterey One Water (which is building
>>>Pure Water Monterey) I can assure you that this project has been
>>>well thought out and passes regulatory muster. The Monterey Regional
>>>Water Management District, Cal Am, the California State Water
>>>Resources Control Board - including its Division of Drinking Water,
>>>which regulates drinking water systems - and countless others WITH
>>>decades of experience in providing clean, potable water without
>>>endangering health are involved in this project. These are the
>>>professionals – not John (as nice a guy as he is). Have some faith
>>>in the experts, please.
>>>
>>>Rudy Fischer
>>>
>>>
>>>>
>>>>Sent from my iPhone
>>>>
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>>>>>
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> > > > way, we are to accept that the illegal direct injection into
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> > > > basin and that two months scientifically eliminates the
> > > > concerns about DPR currently under scientific study at the state level (and that only for human wastewater, not
agriculture waste.).

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> > > > dangers: it would result in over 2/3 of the water in the
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> >

Arlene Tavani

From: Ron Weitzman <ronweitzman@redshift.com>
Sent: Monday, July 15, 2019 8:58 PM
To: 'Jean Getchell'; 'V T'
Cc: 'John Moore'; 'Barnard, Randy@Waterboards'; 'Paul Sciuto'; 'Dave Stoldt'; 'Bob Jaques'; 'russell mcglathlin'; 'Sweigert, Jan@Waterboards'; 'Dorene D'Adamo'; 'WB-DDW-RecycledWater'; 'Rudy Fischer'; 'Arlene Tavani'; 'Jeanne Byrne'; 'Mary Adams'; 'public.advisor@cpuc.ca.gov'; 'Carmelita Garcia'; 'Carly Mayberry'; 'Cynthia Garfield'; 'Bill Peake'; 'David Sweigert'; 'Nicholas Smith'; 'Susan Goldbeck'; 'Bill Monnet'; 'mheditor@montereyherald.com'; 'Mary Duan'; 'Carmel Pine Cone'; 'Marge Jameson'; 'Royal Calkins'; 'Joe Livernois'; 'Jim Johnson'; 'Jenny McAdams'; 'pam@mcweekly.com'; 'Luke Coletti'; 'Dan Davis'; 'erickson@stamplaw.us'; 'Israel Zubiato'; 'john moore'; 'Larry'; 'Margaret Thum'; 'Kelly Nix'; 'William Moore'; 'Prescott J. Kendall'; 'david8@1hope.org'; 'Steven.mover77@gmail.com'; 'unobaj@yahoo.com'; 'Walt Classen'; 'fran&jd'; 'Roberta Lindsey'; 'Dan Miller'; 'ramburke@yahoo.com'; 'George Riley'; 'Pgac- Susan Nilmier'; 'robert.brownwood@waterboards.ca.gov'; 'Michael Canan'; 'Robert Huit'; 'Robert Pacelli'; 'Jane Haines'; 'Jane Parker'
Subject: RE: Pure Water Monterey-Ground Water Replenishment Project

Thank you, John, and thank you, Jean. I was the one who presented the argument to the regional board, but to no avail. We are in a political, not a scientific, battle, and science unfortunately is not a very effective weapon in politics. --Ron

-----Original Message-----

From: Jean Getchell [<mailto:jeanagetchell@gmail.com>]
Sent: Monday, July 15, 2019 8:30 PM
To: V T
Cc: John Moore; Barnard, Randy@Waterboards; Paul Sciuto; David J. Stoldt; Bob Jaques; russell mcglathlin; Sweigert, Jan@Waterboards; Dorene D'Adamo; WB-DDW-RecycledWater; Rudy Fischer; Arlene Tavani; Jeanne Byrne; Mary Adams; public.advisor@cpuc.ca.gov; Carmelita Garcia; Carly Mayberry; Cynthia Garfield; Bill Peake; David Sweigert; Nicholas Smith; Susan Goldbeck; Bill Monnet; mheditor@montereyherald.com; Mary Duan; Carmel Pine Cone; Marge Jameson; Royal Calkins; Ron Weitzman; Joe Livernois; Jim Johnson; Jenny McAdams; pam@mcweekly.com; Luke Coletti; Dan Davis; erickson@stamplaw.us; Israel Zubiato; john moore; Larry; Margaret Thum; Kelly Nix; William Moore; Prescott J. Kendall; david8@1hope.org; Steven.mover77@gmail.com; unobaj@yahoo.com; Walt Classen; fran&jd; Roberta Lindsey; Dan Miller; ramburke@yahoo.com; George Riley; Pgac- Susan Nilmier; robert.brownwood@waterboards.ca.gov; Michael Canan; Robert Huit (rhuitt@hghb.net); Robert Pacelli; Jane Haines; Jane Parker
Subject: Re: Pure Water Monterey-Ground Water Replenishment Project

If memory serves, these same issues were raised before the Regional Water Quality Control Board before it issued the required permit to M1W.

Jean Getchell

Law Office of Jean Getchell

1743 Santa Ynez Street

Ventura, CA 93001

(831) 392-6596

Sent from my iPhone

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From: john moore <jmerton99@yahoo.com>
Sent: Monday, July 15, 2019 3:02 PM
To: Barnard, Randy@Waterboards; Paul Sciuto; Dave Stoldt; Bob Jaques; russell mcglothlin; Catherine.Stedman@amwater.com; Sweigert, Jan@Waterboards; Dorene D'Adamo; WB-DDW-RecycledWater; Rudy Fischer; Arlene Tavani; Jeanne Byrne; Jean Getchell; Mary Adams; public.advisor@cpuc.ca.gov; Carmelita Garcia; Carly Mayberry; Cynthia Garfield; Bill Peake; David Sweigert; Nicholas Smith; Susan Goldbeck; Bill Monnet; John Moore
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Subject: Re: Pure Water Monterey-Ground Water Replenishment Project

Typo: I cited the cost of "deep water" desalinization at \$220 per sq. ft. It should have said \$2200 per acre ft. JMM

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How does this relate to the PWM GWR project? PWM will mix municipal waste with agriculture waste, treat it and recycle it and then will follow the "gimmick" to claim that it is a bona fide GWR project authorized under state law.

Here is the Gimmick. The Seaside Basin currently serves as a drinking water repository for excess waters from the Carmel river, seepage from above and a couple of minor sources. PWM will inject the treated and recycled water directly into the basin, an illegal Direct Potable Reuse that is a process currently subject to research to identify toxic dissolved particles that make it through the process as I have explained above.

PWM would argue that the illegality is neutralized by its GWR process and that it is a legal GWR process, in spite of the illegal Direct Potable Reuse. The PWM permit requires that the treated water injected into the basin must remain in the basin for two months so that it can qualify as a GWR. Put another way, we are to accept that the illegal direct injection into the basin and all of the health risks under investigation, will be cleansed by association with the other drinking water in the basin and that two months scientifically eliminates the concerns about DPR currently under scientific study at the state level (and that only for human wastewater, not agriculture waste.).

The recent proposal to expand the PWM project would add dangers: it would result in over 2/3 of the water in the Seaside basin derived from illegal DPR water. Without benefit of the current DPR research, it would contaminate all of the basin.

Currently, there is no water treatment recycle project in the world that attempts to treat and recycle agriculture waste for potable uses. On its web site, PWM admits that.

Pure Water Now advocates and the Salinas agriculture interests assert that the PWM project is preferable to the slant well desalinization project foisted on Cal Am by the State Water Board. In fact, a deep water desalinization is the only alternative(at about \$200 per sq. ft.).

If PWM or PWN responds to this comment, they will assert that the PWM project must pass the safety tests. True, but as a GWR project the tests do not and cannot include tests for a DWR project, because those there are no such tests at this time(see 2023 remark above).

The reason that I have inserted myself into this water disgrace is based on simple survival instincts and concern for my fellow humans. Nothing else. But it is time for someone other than me to get involved. A local petition requesting PWM to obtain a health safety opinion from a recognized water treatment safety expert about the health safety feasibility of the project would be a good start (expert appointed by the Seaside Basin case judge).